

ployed at \$4 a day, and, according to the testimony of Mr. Hobbs (which is uncontradicted), during the whole of the time that he was there, and for which his salary has been charged, he was looking after the installation of the machinery. It is pointed out that the installation of the machinery did not mean simply the fastening of the machines (if they had to be fastened), but castings had to be made from a wooden model, and complicated arrangements had to be made for the purpose of enabling the plant to be put in proper running order. There is nothing that I heard that would justify the disallowance of any part of the charge that is made for the disbursements to Mr. Berry, and nothing has been adduced which would justify, I think, even if it were open to me to do so, the charges in respect of the other persons who were employed about the same job.

Then objection is taken to two other matters that are not covered by the terms of the agreement or by any order in council. One is the question of interest. It is said that interest has been charged on one side, and has not been allowed upon the other, and that there should have been a considerable credit on interest account to the province. The exact amount appears from the statements which Mr. Brown, one of the officers of the audit department, prepared for a calculation made by him. It is a sufficient answer to that position, I think, to say that interest is not something that the parties are entitled to as of right. The question, under our statute, in transactions between party and party where it is payable is whether the money in respect of which it is charged is payable upon a particular day, and on certain other circumstances not applicable to this case. And also it is usual for a jury to allow interest. Now, in this case the practice throughout in the transactions between the parties was not to compute the interest in the way the Crown now seeks to have it computed. The provincial auditor did not deal with the accounts on that basis. I think it is impossible to say that that can be undone, and a charge for interest, such as the Crown now seeks to make, can be allowed.

With regard to the item of insurance, there accompanied the agreement a memorandum written by Mr. Dewart, who was acting for the company, in which he pointed out