

was the rope-making machinery provided for in paragraph 4 of the original contract, and was paid for by the Crown.

9. So far as the agreement of 28th October, 1898, alleged in paragraph 5 of the petition, merely gave effect to the provisions of clause 4 of the original agreement, and did not alter, vary, or depart therefrom, but no further, the respondent is content to be bound thereby.

10. The Attorney-General for the respondent denies the extension of the agreement alleged in paragraph 7 of the petition, except so far as the same could and did operate under clause 14 of the original contract, and further says that the extensions could not and did not take effect till 1st October, 1900.

11. The Attorney-General for the respondent denies the statement contained in paragraph 9 of the petition, and alleges that the agreement then in force, namely, the original contract, was duly terminated pursuant to the terms of the same.

12. The Attorney-General for the respondent denies the adjustments, settlements, and balances alleged in paragraphs 10, 11, 12, 13, 14, 15, 16, 17, and 18 of the petition, or that the same were valid, legal, or binding on or due from the Crown, or that payments therein alleged were made by or with due authority, or that they are binding upon the Crown.

13. The Attorney-General for the respondent denies that any sum whatever is due to the suppliants, and asks that the petition be dismissed with costs.

By way of counterclaim the Attorney-General for the respondent, repeating the allegations aforesaid, alleges that there is due by the suppliants to the Crown, upon a proper taking of accounts under the original contract, and unaffected by the allowances, charges, and changes purporting to be given and made under unauthorized and illegal orders, adjustments, and alleged settlements, and alleges that the suppliants obtained and used the services of prisoners in the central prison in excess of the number to which they were entitled under the contract, without paying or allowing for the value of their services \$69,844.03, and is willing to allow against the same the \$5,000 referred to in paragraph 19 of the petition, and the sum of \$13,025.79, being the actual cost of the manufactured and unmanufactured material on