

ampled in any of the British possessions. That no precedent for it can be found in any enactment passed by the Parliament of the Mother Country since the time when the British Constitution was finally established on its existing basis by the Revolution of 1689, is at all events a proposition which is beyond dispute. There is a technical sense in which it may be said that all infringements of the rights of property are equally culpable, irrespective of the number of persons affected. From this standpoint the statute here under review may be regarded as being neither more nor less censurable than those by which its author had previously cut off the remedial rights of the claimants in the *Cobalt Case*. But in determining the degree of blame which a measure of this sort deserves, it is not unreasonable to take into account the practical consideration that the new statute is far more wide-reaching in its operation than the earlier ones. The gravity of the situation produced by this arbitrary and high-handed use of a Parliamentary majority, will be apparent when we consider that it will result in fastening upon thousands of ratepayers in different localities more onerous obligations than any which they have ever consented to assume.

The Premier's knowledge of constitutional principles may, for aught that appears, be accurate and extensive. His reverence for those principles may be profound and sincere. But it is most assuredly a matter of no small difficulty to reconcile his present course of action with the supposition that he possesses that knowledge, and entertains that reverence. He has undertaken to justify this statute on the ground that he has sufficient reasons for supposing that the municipalities concerned are in favour of accepting the contracts in their altered form. Can it be that a statesman occupying the responsible position of Prime Minister of the Province of Ontario fails to understand that, even if it be conceded that the facts are what he states them to be—a very large concession many will think—the plea put forward by him is open to the unanswerable objection that the willingness of the ratepayers affected to bind themselves by the contracts as varied has never been declared by their votes registered in the manner required by the general laws