

take obligations which they would not have entered into but for the new agreement—the modifications (as they are called) of the old agreement—it is obvious, it seems to me, that it would be impossible to say that it would not be unjust that the government should recede from the agreement that was then entered into. Therefore, I think the case is not one in which any difficulty (if there be any difficulty at all) would arise by reason of the original agreement having been sanctioned by the House, and therefore, as Mr. Hodgins contends, having the force of an Act of the legislature.

Then, if that be so—if this is to be treated as a new agreement—I have no doubt whatever that it was within the authority of the executive government of the province. The government had charge of this prison. It was part of the policy of the province that the prison labour should be utilized. One of the very objects of the erection of the prison was to avoid what had taken place in the past—prisoners idling in the county gaols — and to provide a place where their labour should, to some extent, at all events, be made remunerative, and relieve the general public from the burden of their maintenance. Therefore it seems to me that it was completely within the authority of the executive government to enter into such an agreement as the first agreement with Connor, and the second also, although the ratification by Parliament was in no sense necessary to give contractual validity to the document. It was, no doubt, submitted to the Assembly, because it was an important part of the administration of the public service of the country, and the government should be desirous that Parliament should state its approval of the kind of policy that it was adopting, before that policy was given effect to. Therefore this agreement provides that it shall not go into operation until it has been submitted to Parliament. Parliament has ratified its terms. Then, if I am right in that view, it gets rid of all the difficulties in the case raised by the Crown except those relating to the orders in council.

I am entirely unable to follow the argument of counsel for the Crown with regard to that matter. If it was competent for the Crown to make the agreement, surely if in the working out of that agreement it became, in the judgment of the advisers of the Crown, desirable that modifications should be made in the terms of the contract, it was within the