

It would, of course, be useless for us to further multiply authorities upon this matter, because if those which we have gone over, (and to which might be added cases of equal authority, literally innumerable) are not sufficient to establish our point, then nothing in the way of authority or reason will establish it.

There is absolutely no conflict of authority upon these definitions of, and limitations upon, the rule of "strict construction" which we have now cited from the authorities.

Here, then, is a statute which makes it criminal to violate the *limitations fixed by an express contract approved and recorded, by receiving pay in excess of such limitation*; and the statute *stops there*, and makes nothing a crime, nor any money forfeitable, where there was no receiving in *excess of* such contract limitation.

It is self-evident and incapable of being made plainer by argument that any construction which makes this statute to create a crime where there was no contract—where there was no violation of any limitation fixed by contract—where there was no receiving "*in excess of the amount approved by the Commissioner and Secretary of the Interior for such services*,"—is a construction which does not construe but *legislates*, and legislates in violent disregard of the letter of the law, and of all the unvarying authorities to which we have pointed.

Here, then, we submit this question of law to the Attorney-General, with the unfeigned confidence that we cannot be mistaken in saying that Governor Crawford has committed no act for which he is either civilly or criminally liable.

We may here add (what has been virtually already stated) that Governor Crawford has been guilty of no manner of moral delinquency. On the morning of the 11th of February, 1889, he had, in substance, fully earned the compensation provided for in the contract of Febru-