
PETITION.

To the Honourable the Speaker and Members of the Legislative Assembly of the Province of British Columbia:

The petition of the undersigned, Lachlan McLean, of the City of Vancouver, in the Province of British Columbia, contractor, Norman McLean, of the same place, contractor, and Hugh McLean, of the same place, contractor, trading together as "McLean Brothers," and Robert Alexander Anderson, of the same place, real estate agent, humbly sheweth,—

That the Corporation of the Township of Richmond, by a by-law known as the "Richmond Municipal Loan By-law, 1891," passed on the tenth (10th) day of June, 1891, and also by a by-law known as "Richmond Municipal Loan By-law, 1891," passed on the twelfth (12th) day of August, 1891, made provision for the planking and improvement of roads in the said Municipality;

That your petitioners, the said Lachlan McLean, Norman McLean, and Hugh McLean, trading as "McLean Brothers," tendered for the construction of the plank roads so provided for, and their tender was duly accepted, and a contract for the said work was drawn up and signed by your said petitioners and by the Reeve and Clerk of the said Municipality;

That at the time when the Reeve and Clerk of the said Municipality signed the said contract on behalf of the said Municipality, and were about to affix the seal of the Corporation to the said contract it was found that the said seal was broken and could not be then affixed to said contract;

That the Municipal Council of the said Corporation were anxious to have the construction of the said plank roads proceeded with at once, and requested your said petitioners to proceed with the said contract at once, with the promise that the seal of the said Corporation would be affixed to the contract whenever it had been repaired;

That your petitioners at once proceeded in good faith to carry out their contract. That differences having arisen among the ratepayers of the Municipality, your petitioners, while in the course of carrying out their said contract, were on several occasions stopped in the performance of the same by the Council of the said Municipality, whereby your petitioners suffered great loss and damage;

That on or before the tenth (10th) day of January, 1892, your said petitioners had completed their said contract, and had done work and supplied material to the amount of \$15,093.59;

That on or before the twenty-eighth (28th) day of May, 1892, your petitioners had been paid at various times on account of the said work \$10,123.59;

That the said Municipal Council of the said Corporation, though admitting that there was then due to your petitioners the sum of \$4,970.27, refused to pay the same, and told your petitioners to sue for whatever amount they claimed to be then due that a test case might be made of it.

That your said petitioners on the second (2nd) day of June, 1892, commenced an action in the Supreme Court of British Columbia to recover the balance then owing to them and interest on the sums overdue, and damages for the said stoppage in their work;

That the said action came on for trial on the twenty-first (21st) and twenty-second (22nd) days of November, 1892, before the Honourable Mr. Justice McCreight and a jury, and on the said trial a verdict was given for your said petitioners for the said sum of \$4,970.27 and \$1,095.00 for damages for the said stoppages in the performance of their contract;

That the said verdict was afterwards set aside and a judgment entered for the defendants on the sole ground that the said contract not having been sealed with the seal of the said Corporation was not binding on them;

That your Petitioners incurred costs in the prosecution of the said action amounting to \$716.94, and a judgment has also been entered up against them for \$390.49 for the costs of the said Municipality taxed in the said action:

That your petitioners have been deprived of the use of the said sum of \$4,970.27 since the tenth (10th) day of January, 1892, and ought to receive interest on the same and on other sums earned by them as aforesaid;

That your said Petitioners, by indenture bearing date the twenty-eighth (28th) day of December, 1892, assigned the said sums, among others, to your Petitioner the said Robert Alexander Anderson as security for a certain indebtedness, which indebtedness is still in part unsatisfied;

That a by-law of the said Municipality was passed on the fifth (5th) day of June, 1893, authorizing the payment to your petitioners the sum of \$4,970.27, and on account of said sum the said Municipality have paid to your petitioners on their order the sum of \$813.00;

That the Corporation of the Township of Richmond did not offer any other portion of the said sums to your petitioners until after notice had been given by your petitioners that they intended to make an application to your Honourable House for relief in the premises, when they offered to your Petitioners a cheque for the sum of \$3,640.00, and refuse to pay any further sum.

Your petitioners say that notwithstanding the said judgment of non suit so entered up against them they should be paid the whole of the amounts as awarded to them by the jury in the said action, and interest thereon, and all their costs of prosecuting the said action, together with their costs necessarily incurred in presenting a Bill to your Honourable House.

Your petitioners submit that under the circumstances it would be most inequitable and unjust that the Corporation of the Municipality of Richmond should repudiate their obligations after they have received the benefit of the performance by your petitioners of their part of their contract, and that your petitioners should be so long delayed in receiving what was justly due them, without receiving interest therefor, and that they should be put to such great cost and expense in collecting the said sums so due them.

Your petitioners therefore humbly pray that your honourable House will be pleased to pass an Act declaring the said contract a good and valid one, and that the said Corporation of the Township of Richmond should pay to your petitioners the said sums so found to be due them, and interest and expenses, and to provide for the raising of money by the said Municipality to pay the said sums.

And your petitioners, as in duty bound, will ever pray.

LACHLAN MCLEAN,
NORMAN MCLEAN,
HUGH MCLEAN,
By his Attorney,
NORMAN MCLEAN,
R. A. ANDERSON.