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# PETITION.

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*To the Honourable the Speaker and the Legislative Assembly of the Province of British Columbia, in Parliament assembled:*

The petition of the undersigned, on behalf of both themselves and all other ratepayers of the Corporation of the Township of Richmond, humbly sheweth:—

1. In the spring of the year A.D. 1892, the charter of the said Corporation having been surrendered, the Council for the balance of that year was elected during the month of April.

2. Upon the said Council coming into power, an investigation was made into the affairs of the Corporation, and it was thereupon found that all moneys raised under the by-laws in the first clause to the preamble to Bill No. 21, entitled "An Act relating to certain public works in the Township of Richmond," had been expended, and that there were no funds in the treasury of the said Corporation out of which the balance of moneys then claimed to be due to the contractors, the McLean Bros., could legally be paid; the said sums amounted, according to a measurement then taken, to the sum of \$4,970.27.

3. The said Corporation, through their counsel, so informed the said McLean Bros., and requested them to await the passage of a by-law to raise moneys to pay the said sums, but at no time did the said Corporation request the said McLean Bros. to sue them, and if any such suggestion was made, it was made by members of the said Corporation or Council in their private capacity and without the knowledge or consent of the counsel or of the said Corporation as a body.

4. The said Corporation, acting through the said counsel, did allow and promise to pay the said sum of \$4,970.27, being the amount actually earned by the said McLean Bros., as soon as they, the said Council, could provide funds out of which they could legally pay the said debt.

5. Up to and until the second day of June, A.D. 1892, no claim for damages or interest had ever been preferred by the said McLean Bros. against the said Corporation or to the said counsel, but they always professed themselves ready and willing to accept the said sum of \$4,970.27 in full settlement of all claims they might have against the said Corporation.

6. On the second day of June, A.D. 1892, the said McLean Bros. commenced action in the Supreme Court of British Columbia for the said sum of \$4,970.27, and also for a further sum of \$2,620.00 for damages, then for the first time alleged to have been suffered by them in respect of wrongful interference by the said Corporation with them, the said McLean Bros., in the performance of their contract and for interest.

7. The Council of the said Corporation thereupon instructed their solicitor, if he should see fit, to allow judgment to go uncontested for the said sum of \$4,970.27, and execution to be issued so that a rate might be levied upon the Municipality for the said sum, if the said McLean Bros. would accept same in full of all demands, but if not to defend the action.

8. The solicitor of the Council did thereupon make such offer to the solicitor of the said McLean Bros., who refused the same, and the action thereupon proceeded.

9. That upon the trial of the said action, the said Corporation having a perfect defence on legal grounds, did not enter to any extent upon the merits, but rested their case upon the law, and upon argument the whole action of the said McLean Bros. was dismissed with costs.

10. If, upon the hearing of the said case, the said Corporation had deemed it necessary to defend the action upon the merits, abundant evidence could have been produced to show that the said McLean Bros. had suffered no damages that the Corporation ought to pay, and that any loss in lumber they might have sustained, which was the principal damage complained of, was by reason of their own consent or neglect.

11. Notwithstanding the fact of the said action having been so dismissed with costs by the Supreme Court, the Council of the said Corporation recognizing that work had been done for the said Corporation by the said McLean Bros., amounting according to measurement to the value of \$4,970.27, proceeded to raise the said sum upon a new by-law, and upon the said

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by-law being passed paid the said sum, less a balance of \$818 previously paid, and less the costs to which they had been put by the said McLean Bros., so soon as the debentures under such new by-law had been sold.

12. The costs before mentioned were incurred solely through the action of the said McLean Bros., and your petitioners submit that in that respect the action of the Court should not be interfered with.

13. Your petitioners further submit that if the law referring to Municipal Corporations is to be altered, it should be altered as a whole and not in their particular instance only, and that in any event such alteration should not be made retroactive, more especially taking into view the fact that the said McLean Bros. have been paid all sums actually earned by them, and being the full amount claimed until the commencement of the action, notwithstanding the fact that the Court had declared such sums could not be recovered.

Your petitioners further deny that the seal of the said Corporation was ever broken, or if broken remained unrepaired more than a very short time, and also point out that the contract claimed upon was not executed by the said McLean Bros. themselves until immediately before action was started.

Your petitioners pray that the Bill applied for by the said McLean Bros. may be dismissed.

And your petitioners will ever pray.

B. W. GARRETT, Reeve,  
A. H. DANIELS,  
HENRY P. PELLEW CREASE,  
JAMES C. TOWNLEY,  
JOSEPH WILSON,  
WM. WILSON,  
HENRY S. MASON,  
J. H. TODD & SON.

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VICTORIA, B. C.:

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