

EVIDENCE.

MONDAY, March 9th, 1891.

Meeting of a Select Committee, composed of the members of the Private Bills Committee, appointed by the Legislative Assembly to consider and report upon the "New Westminster Enabling Act."

Present:—Messrs. Martin (Chairman), Ebercs, Croft, Hall, Semlin, and Kellie.

P. Æ. Irving, Esq., appeared on behalf of the Corporation of New Westminster.

Charles Wilson, Esq., appeared on behalf of the opponents of the Act.

Hon. W. Norman Bole, Senator McInnes, James Cunningham, Esq., ratepayers of the City of New Westminster, appeared before the Committee for the purpose of presenting and urging their objections to the measure.

The Chairman and Mr. Croft drew attention to the fact that the Preamble of the Act showed some amendment.

Mr. Irving:—There are now two Bills, practically; No. 12, as introduced by the Attorney-General, and the Bill now being discussed, which was amended in Committee, the words "without any restriction or limitation whatever" being struck out. That is the only amendment.

Mr. Croft:—At the last meeting of the Committee, Mr. Brown was sworn and partly heard, and the consideration of the Bill was adjourned until to-day, when it was understood that the City would bring forward proof of the whole of the Preamble.

Mr. Irving:—Some time ago, when this Bill was being discussed, one of the opponents of the measure stated that he thought that this Act might be so interpreted as to give the Council of the City of New Westminster the right to raise and expend moneys without obtaining the consent of the people. Now, we thought that, at the last meeting of the Committee, we sufficiently explained that that was not our view, and that we had no intention of doing any such thing, and, in order to make the thing perfectly clear, we propose to add a section to this effect:—"Any by-law which may be passed, respecting any proposed works, and involving the raising of money therefor, shall, before the passing thereof, receive the assent of the ratepayers of the City of New Westminster in like manner as is provided by the 'New Westminster Act, 1888,' in respect to by-laws for the raising of money." Now, I propose to have that added to the Bill as part of section 4. That covers the ground, and places these works on exactly the same footing as other works. It shows the *bonâ fides* of the Council, and if any of these gentlemen oppose it on that ground, it seems only fair that they should withdraw their opposition, so that we may fight those who are opposing the Bill on other grounds.

Mr. Bole:—Mr. Chairman, I don't think that the proposed amendment covers exactly the objection sought. By this Act the contracts are declared legal, and also the by-laws heretofore made. There are a large number of contracts spoken of, and we are desirous of knowing what those contracts are. It may be that, when we get a knowledge of all these contracts, we may be satisfied. At the present time they only speak of a class of contracts, without specifying what those contracts are, and without giving the ratepayers that information which, I submit, we have a right to expect.

Chairman:—There is no reference to clause 2.

Mr. Irving:—No, the objection was to clause 4.

Mr. Wilson:—No, we object to the whole thing from beginning to end.

Mr. Bole:—Although these words are somewhat of a step in the right direction, still we prefer to hear what the Corporation have to say in support of their Bill.

Mr. Corbould:—I see by the resolution referring it to the Committee that it was referred for a special purpose. It says here: "that it be referred to a Select Committee, so as to afford private parties, if any, affected by the Bill an opportunity to appear before the Committee."

Chairman:—I don't think this is a Select Committee; we are sitting as the Private Bills Committee.

Mr. Corbould:—Excuse me; you are sitting as a Select Committee (resolution referring the matter to Committee read by Mr. Corbould). This Act has been before the House, and it has been referred to this Committee for the specific purpose of allowing these parties to state their objections, and if they will state them at once it will give the Corporation an opportunity to meet and answer those objections, but I don't think that the House ever intended that the Corporation should bring the whole of their books, contracts, and by-laws down here before this Committee, without knowing, first, what by-laws and what contracts are objected to. If the opponents of the Bill will do that, the Corporation will only be too delighted to meet and answer all the objections they raise. I was in hopes that that amendment that Mr. Irving read here would meet those difficulties. In fact it deals with the chief, I may say the only, difficulty we have heard of, and, when it was read, I thought all difficulties would be removed. The Corporation of New Westminster are alleged to have spent money, and to be trying to spend money, without the vote of the people; but, not only will the vote of the people have to be obtained to sanction the future expenditure, but, if they do not sanction the past expenditure, the Council of 1890 will have to put their hands in their pockets and pay it.

Mr. Bole:—Last time the Committee met, we heard nothing of this kind, and Mr. Corbould was not present. At that meeting the matter was gone into very fully, and I think, subject to the correction of the Committee, that it was then determined that the Corporation should defend their position, and it was then undertaken by His Worship the Mayor, and his counsel, that they would be in a position to prove their case. You remember that, at the last meeting, Mr. Brown took the position that he was only to be called upon to prove his case with respect to the Gas Works, but the Committee, with Mr. Eberts in the chair, determined that the whole position ought to be proved. It seems to me that, the Committee having arrived at that decision, the only thing for them to do is to go on. They have laid down a plan of procedure for to-day, and the only proper course for them to take is to let the Corporation go on. The amendment put in may be most useful to clause 4, but, with respect to clause 2, it doesn't touch it at all, and to tell me that all contracts made under clause 2 shall be valid and effectual, and then to turn round and say that they require the assent of the rate-payers is nonsense. Any man who has a contract by virtue of it, and completes that contract, can go into Court and sue for the amount, and can produce this section and say, "my contract is under a statute." The Committee, after long deliberation, determined upon the course to be pursued, and that course, having been determined upon by the Committee, should be pursued. The great objection is that we are asked to consent to this Bill blindly. A large number of contracts are spoken of, but we have no particulars, and I may say, as a ratepayer of New Westminster, that we have been kept very much in the dark.

Mr. Brown:—I think it is necessary for me to say a word or two. At the last meeting, Mr. Eberts will remember that, although I gave a qualified consent to the course Mr. Bole has mentioned, I did so simply with a view of expediting the business before us, and I took the position that the policy of the House in referring this Bill to the Committee was exactly what Mr. Corbould has stated. I said that, while I took that position, I was willing to give all the information I could for the purpose of facilitating business, but that, at the same time, it was unfair that we should have to bring our books, documents, and clerks down here, to detail a lot of information that anybody can get by applying at the City Hall at New Westminster. Mr. Bole says that he has been studiously kept in the dark, but I can show, if necessary, that the whole thing was threshed out in the press, one paper taking one side, and one the other; and they called names, and threw mud, and so on, as opposition papers do. I have papers here which will show that the matter was fully discussed by the press of New Westminster, and that on Friday night last the action of the Council was almost unanimously endorsed at a meeting of the ratepayers; and that you should now ask us to come down here and prove our position appears to me to be not at all the correct thing. We have, in pursuance of our powers, done several things affecting only the people of New Westminster. The people of New Westminster, by an overwhelming majority, have approved of those Acts.

Mr. Bole :—If this Bill had received the approval of the House, I don't think this Committee would have been asked to say anything about it. The very act of referring it to a Select Committee shows that it had not received the approval of the House.

Mr. Kellie :—The object was to allow anyone, having any objection to this Bill, to come before us and give evidence.

Mr. Croft :—I understand that a large number of ratepayers came down here and objected to the whole of this Bill, and then we called upon Mr. Brown, and I thought it was understood that the city would, to-day, bring forward proof of the whole of the preamble.

Mr. Irving :—Every one knows that when a Bill is read a second time by the House the policy of that Bill is approved by the House. This Bill was read a second time, and then the House went into a Committee of the Whole and they said : "In order to prevent any private interests being overlooked, we shall refer this Bill to a Select Committee, and the Committee can hear all evidence given by the opponents of the Bill and report back to the House."

Mr. Kellie :—The opponents of the Bill are here. Why not let them be heard?

Mr. Eberts :—They have been heard. We agreed upon a course of action ; and I myself told Mr. Brown that there would be no necessity to bring down the books ; that if he brought down certified excerpts from the books they would be accepted by the Committee ; for him to show us what it was that he wanted ratified, and then we would be in a position to report back.

Mr. Brown :—Mr. Eberts is quite right. I gave a qualified consent to that, because I wanted to get through with this business, and, as I stated, I had nothing to conceal ; but I must say that it is not for a dozen gentlemen to come here and say, "We are the ratepayers of New Westminster, and we want all this proof," when a vast majority of the ratepayers of New Westminster have already approved of our acts.

Mr. Croft :—We have no evidence of that.

Mr. Brown :—The representatives of New Westminster in the Council have come to the House, and the Attorney-General, after hearing them, has introduced this Bill, and it was referred to this Committee to allow you to report on the question : "Are any private rights affected by this Bill?"

Mr. Irving :—Perhaps it would simplify matters if these gentlemen would specify what it is that they object to.

Mr. Wilson :—We object to the whole thing from beginning to end.

Mr. Irving :—Will they accept it if this proposed amendment is inserted in such a way as to include all moneys expended ; that is to say, to apply it to section 2?

Chairman :—Strike out clause 2. How would that do?

Mr. Irving :—No ; because they want indemnity for the money already expended.

Chairman :—They want an indemnity because they have done something illegal, is that so? Because the citizens of Westminster won't whitewash them, they want this House to do it?

Mr. Irving :—The ratepayers can't do it ; they haven't the whitewash. They are confined within the powers conferred upon them by the Municipalities Act. These gentlemen can't pass a bill now exonerating us, and say we were right in doing what we did, because the Act of Incorporation doesn't contemplate such procedure.

Chairman :—Then why did they spend the money?

Mr. Irving :—Partly in ignorance of their rights, and partly believing they were right. I may say this, that nearly the whole of the money expended has been voted by the people, but has not been spent in the things it was voted for.

Mr. Brown :—That is hardly so. The money expended, outside of the consent of the people, has been procured by advances from the Bank, and if the people of Westminster refuse to sanction that expenditure, the Council of 1890 must raise that money ; but any money, voted by the people, was expended on the object for which it was raised. With reference to the electric light, the money was procured by arrangement with the Bank, and has not been voted on yet.

Mr. Corbould :—A by-law will be submitted authorizing the expenditure. This amendment can be so worded as to cover all past expenditure. I mean to say that a vote can be taken on the past expenditure as well as the future expenditure, and we are quite willing that the amendment should cover that past expenditure.

Mr. Wilson :—Why not amend the Municipal Act, so as to give the ratepayers the opportunity of providing themselves with the necessary whitewash?

Mr. Brown :—All the facts were laid before the Government, and they were quite satisfied and introduced the Bill.

Mr. Bole :—The matter of the electric light has been mentioned, and I may say that we want some definite information about that. All we know is that the Corporation have spent \$50,000 on the electric light. Now they come and want to get whitewashed—all the illegal contracts they have already made, as well as all illegal contracts they may make in the future, declared good. I think that you can search all statute books from one end to the other without finding such another Act as this New Westminster Enabling Act. It doesn't matter that one man thinks one way and one another; we are here to ascertain the right. One of our greatest objections to the measure is that it was not brought in as a Private Bill; it has been brought in as a Public Bill, and we have not had the same opportunity to appear and oppose it as we would have had if it were a Private Bill. I think you will find that it is a manifest breach of parliamentary rules to bring in such a Bill as a Public Bill.

Mr. Irving :—No; it is a very common thing. I can turn you up a case in Bourinot.

Mr. Bole :—Bourinot doesn't apply here. I think Mr. Brown is slightly astray when he speaks of having a majority of the ratepayers. I don't know whether he has or not. I venture that the majority of ratepayers—in value—are opposed to this Bill. It is a very easy thing for a man with a lot worth \$100 to have his taxes increased \$10. It simply means \$11 a year for him to pay, with the probability that he will clear more than that on Corporation work. But when the taxes amount to \$1800—as I know one gentleman's do—and they are multiplied by ten, it is a serious matter. All that we want the Corporation to do is what they undertook to do at the last meeting of the Committee—that is, prove their case. We know very little about the case. It is true the newspapers have been slinging mud at one another, but the ratepayers, we find, know very little about it. I went myself to the City Hall, but all the information I got was very slight.

Mr. Brown :—Were you refused a view of the contracts?

Mr. Bole—Certainly not.

Mr. Corbould :—I don't think the case has been put fairly. He says we have come here to get whitewashed for past illegal actions. The Corporation simply come here and ask that power be given the ratepayers to endorse their actions—not for this House to do so at all, but to give the ratepayers power to do so. We think the ratepayers of New Westminster are quite capable of judging whether we ought or ought not to have expended the money. As to the matter of illegal contracts, I don't think that the Corporation have made illegal contracts at all, and any person can go and see the contracts they have made at the office of the City Clerk of New Westminster; but to say that the Council have come here to be illegally whitewashed, or to be whitewashed by Act of Parliament, is not the case. All that we ask is that you give the ratepayers power to say whether we have done wrong or not, and we think that it is quite safe to leave matters concerning the city in the hands of the ratepayers, with power to them to say whether those affairs have been managed badly or not. I think that if you will read the resolution referring the Bill to this Committee you will find that you are travelling out of the record. I think your powers are limited to a certain extent. I think it is not for you to say whether the Attorney-General was right or wrong in bringing in this Bill, but that you must confine yourselves to the powers given by the resolution; that is to say, hear all objections made to the Bill. We are here ready to meet them.

Mr. McInnes :—Mr. Chairman and Gentlemen: It was only a few minutes ago that I had this Bill placed in my hands, and it appears to be a most extraordinary Bill; in fact, one of the most extraordinary Bills I ever saw before any legislative body. This Bill asks the Parliament of British Columbia to justify wrong and illegal acts done by the Corporation of New Westminster. It is actually a Bill that condones wrong; a Bill which, if it becomes law, will be an incentive to wrong-doing in the future, and will lead other Corporations to come before you asking for the relief here prayed for. They have exceeded their powers. Every Corporation has its powers and its duties; and I think that at least the Mayor of the City of New Westminster knew full well that he was exceeding the powers vested in him by the Municipalities Act and by the New Westminster Incorporation Act. They have entered into contracts without any legal authority to do so, trusting to the ratepayers to endorse their acts, whether those acts be right or wrong. It may be very well for Mr. Corbould, a gentlemen who is promoting this Bill, to wish to leave it to the ratepayers of New Westminster; but, as it has very properly been pointed out by Mr. Bole, many persons, having large interests in the city, will be overruled by those who pay only a small tax. This Act provides that special

powers be given to the City of New Westminster for lighting the city and for supplying private individuals with electric light. If this be granted it will override an Act of this Legislature, passed less than one year ago—less than one year ago! I happen to know something of the Charter granted by that Act, being one of the shareholders in the Company holding it, and last year—last July—some four months after the passage of that Act, which enabled us to establish an electric plant in New Westminster, to light the city and to supply private individuals with electric light, we waited upon the City Council and made a proposition to them then, notwithstanding that they had a contract with the Gas Company, which would not expire until the end of September or first of October next. We agreed to put in fifty arc lights, the most approved electric lights that there are, and to charge them the same rate as that charged the Corporation of Vancouver, and we would put in and complete the whole thing by July next, and furnish the Corporation with light, free of charge, from the first of July to the first of October. We had some consideration for the Council, owing to the position they were in, they being under contract with the Gas Company. We yet went further than that, and we said, “Here, gentlemen, if you are disposed to take an interest in this Electric Light Company, we will give you a $\frac{1}{4}$ or a $\frac{1}{3}$ interest, and if there is any profit accruing from the erection of this plant, you will participate in it.” That offer was treated with cool indifference; and I may say that if they have expended \$50,000 in establishing that plant, they have simply spent nearly double what they should have, and the ratepayers of New Westminster will have to foot the bill. Now, what is the use of people coming before this Parliament, and expending large sums of money in getting a charter? If this Bill becomes law the charter which we obtained last year is not worth the paper it is written on. Surely this Parliament after passing that Act last year will not now do such a gross injustice, because, I respectfully submit, it would be a gross injustice to the individuals who have put their hands in their pockets and promoted these private interests. I submit that it would be very wrong, and would be a detriment to and would prevent others from entering into private enterprises in the future. I submit that it is the bounden duty of this Committee, and of the House, to throw this Bill into the waste basket.

Mr. Brown:—Mr. Chairman, this being a new matter, I suppose I must speak on it. Senator McInnes’ argument is simply this: that the charter obtained last year should be a monopoly, and that no other charter ought to be granted. He has referred to the offer made to the City. He offered to give us fifty lights at a price which would have amounted to about \$15,000 a year. We can light the whole City for \$12,000 a year, and after this Bill has given us the privilege of private lighting, it will reduce even that charge, and enable us to receive a revenue from the private lighting of between \$5,000 and \$6,000 a year, and thus reduce the taxation. He says we have expended \$50,000—which we have not—and he also says they offered us a $\frac{1}{3}$ interest. They did; they offered us a $\frac{1}{3}$ interest for \$40,000. Now, he says that in expending \$50,000—which we have not yet expended—that we expended double what we should have.

Mr. McInnes:—I deny that, in toto; we asked nothing of the sort.

Mr. Brown:—I was not present at the meeting in Mr. Grant’s office when they made that offer, but the committee that met them reported to me afterwards that the offer was beyond all reason, and that the company simply wanted us to put in their plant for them, and then pay rent for the lights.

Mr. McInnes:—I simply deny it.

Mr. Brown:—I state it.

Mr. Wilson:—Mr. Chairman, may I suggest that the procedure decided on by the Committee at the last meeting be carried out?

Mr. Irving:—Mr. Chairman, in view of the statements which have been made, would it not be well for you to entertain this proposition: Is not the proper place for this to be fought out at New Westminster, before the ratepayers? Would it not be well for the Committee to pass this Act, but say that it shall not come into force until it shall have received the consent of the ratepayers?

Mr. Croft:—No; because other illegal acts might be committed at any time on the chance of the ratepayers passing them.

Mr. Brown:—A great deal has been made out of our having made illegal contracts. We have made no illegal contracts; all the contracts can be seen.

Mr. Bole:—Then why do you want this Bill?

Mr. Brown :—We want power to supply private lighting, to run our ferry, and to run our library so as not to be a great expense to the people.

Chairman :—Then why not strike out clause 2, and bring it down to the ferry, gas, and water?

Mr. Brown :—I am not a lawyer, and the legal gentleman who drew up the Bill is unfortunately absent. I have no objection to add to it a clause that it shall be valid and effectual only when assented to by the ratepayers.

Chairman :—Has Mr. Brown anything more to say about the preamble?

Mr. Brown :—I can give you statements of a majority of these contracts, certified to by the City Clerk. There are some small ones, of course, that cannot be tabulated. Here (produced) is a statement of the expenditures on works up to date.

Mr. Irving :—The first paper that Mr. Brown produces is the “Railway Loan Appropriation By-Law, 1890.” That was a by-law to enable the City of New Westminster to appropriate to other purposes a portion of the \$155,000 borrowed under the authority of the “Railway Bonus By-Law, 1889.”

Mr. Brown :—I may say for the information of the Committee that we raised \$155,000 for a bonus to the Southern Railway, and after the money was raised the railway came and said, “we don’t want the bonus,” and the money was thrown back upon our hands, and the question came up what to do with it, and we applied it through this by-law.

Mr. Eberts :—Are you giving evidence?

Mr. Irving :—Mr. Brown will read the by-law.

Mr. Bole :—We don’t dispute that by-law at all.

(Appropriation By-Law marked Exhibit “A.”)

Chairman :—Was that voted on by the people?

A.—Yes.

Mr. Irving :—The next document we put in is the “Railway Loan Appropriation By-Law, No. 2,” authorizing the Council to appropriate the sum of \$16,000, being the balance of the railway bonus not expended under the first by-law. That was also assented to by the ratepayers.

Mr. Brown :—The loan was not covered by the first by-law; there was a balance of \$16,000 left, and this by-law was passed to provide for it.

(Appropriation By-Law No. 2 marked Exhibit “B.”)

Mr. Irving :—Then we put in the “Electric Lighting By-Law.” It is on page 814 of the Gazette of 1890.

(Electric Lighting By-Law marked Exhibit “C.”)

Chairman :—That has not received the consent of the people?

Mr. Brown :—It was merely an executive by-law, passed in open Council. It was under the authority of that by-law, and under a resolution passed in connection with it, that these contracts were made, if I recollect rightly.

Mr. Irving :—We put in the “Water Works Debenture By-law.” It went before the people, and also received the assent of the ratepayers. (Water Works By-law, marked Exhibit “D.”) I think, now, that we have given all the by-laws relating to the different subjects. The water works, the electric plant, the steam ferry, which is included in the “Appropriation By-law.” The erection of the Library is also included in that \$155,000. Now we have a statement of the expenditure on those different objects.

Mr. Brown :—It is a statement of the contracts. Several things were done by day work, under the direction of the Board of Works, so that the contracts don’t cover the whole of the expenditure, but they cover nearly all, and this (produced) is a statement of the expenditure, up to the first of March, upon these contracts and otherwise.

(Statement marked Exhibit “E.”)

Mr. Irving :—The next document is a certificate from the City Clerk and City Auditor, showing the sums that have been paid on account of the several works named, up to and including the 7th day of March, 1891. It is dated March 7th, 1891. It shows: Water Works, \$134,525.

Mr. Bole :—Is that outside of the \$200,000.

Mr. Brown :—That is the total expenditure to date on water works; we are well within the amount voted yet.

Mr. Irving :—The ferry expenditure is \$21,626; Electric Light, \$41,017; Library,

\$14,882; and River soundings, in respect of which the sum of \$1500 was voted and \$1248 has been expended.

Mr. Croft:—Making a total of about \$214,000.

Mr. Brown:—Of course you must understand that the water works is not supposed to be included in that \$155,000; it is another thing altogether.

Mr. Irving:—Then we put in an extract taken from the Minutes and records in the City Clerk's office in the City of New Westminster.

Mr. Brown:—If I am to be examined on oath there are some questions that I want asked me about the electric light. The point I want to bring out is that Senator McInnes's Company did not put in a tender. A statement has been made that the ratepayers have been kept in the dark, and these extracts are produced to show that they could have known of the whole thing.

(Extracts handed in and marked Exhibit "F.")

Mr. Croft:—We haven't heard the amount of the water works contract.

Mr. Brown:—I have a certificate of that, too; I got it from Mr. Hill; I couldn't get a certified statement; that is a copy of the certificate sent to the acting Mayor.

(Copy certificate marked Exhibit "G.")

Mr. Irving:—Who is Mr. Hill?

Mr. Brown:—Water Works Engineer.

Mr. Irving:—He furnished you with this statement?

A.—Yes.

Mr. Irving:—Is it accurate?

A.—To the best of my belief it is accurate.

Mr. Irving:—The total amount is \$246,000?

A.—Yes; \$46,000 over the present appropriation.

Mr. Brown:—This (producing document) is a copy nearly, but not exactly, of the contract, and I want to put it in here so as to show that the Corporation have the power to suspend operations at any time.

Mr. Irving:—This clause was inserted in the water works contract so that, if the people refused to allow the Council to go on, the work can be stopped at any time. [Clause in the contract allowing Corporation to stop the work, read by Mr. Irving.]

(Copy Contract marked Exhibit "H.")

Mr. Croft:—But if three-fourths of the work is done the whole thing must be finished, or it will be totally valueless.

Mr. Bole:—When this Water Works By-law was passed they said that the system would be all finished for \$200,000. It doesn't appear to have much more than a face on it yet, and it has cost \$46,000 more than that already.

Mr. Wilson:—I would like to know what that clause means. It contains nothing more than the ordinary law on the subject. Without any such clause being in the contract they would have the same power.

Mr. Brown:—As I said before, all the gentlemen opposing this Bill have a private and selfish motive in doing so. Mr. Bole says that there is not much more than a face on the Water Works yet. The reason is that the material for the largest contract—that of laying the main—is coming from England, and until it arrives the work cannot be touched.

Mr. Croft:—You have paid out \$134,000?

Mr. Brown:—Yes; that includes nearly all the pipes; in fact, I believe the whole of the pipes.

Mr. Semlin:—Who are the Commissioners?

Mr. Brown:—Mr. Geo. Turner, J. C. Armstrong, and W. A. Duncan. They are elected by the people, and this year were re-elected by acclamation.

Mr. Semlin:—They act under the direction of the Council?

Mr. Brown:—The charter provides for the appointment of Commissioners.

Mr. Semlin:—By the Council?

Mr. Brown:—Yes; but the Council preferred to have the people elect them, and appoint them after they are elected.

Mr. Irving:—We put in the New Westminster Water Commissioners' By-law. (Marked Exhibit "I.") Now it has been suggested, Mr. Brown, that this Bill is not being brought forward under the authority of the City Council. Have you any authority to show that it is?

A.—Yes. [Resolution, dated 23rd February, 1891, certified correct by D. Robson, City Clerk, read to Committee by Mr. Brown.]

Mr. Croft :—In reading that, you state that nearly \$50,000 has been expended on the City electric light system. Previous to that, Mr. Irving gave us, among the contracts, electric light, \$34,000, and real estate connected with it, \$6,000?

Mr. Brown :—Some money was expended on it by day-work, by the Board of Works, without a contract. The Council passed a resolution to purchase another 50-arc dynamo, but haven't purchased it yet, although I presume that it is included in that; \$41,000 is the actual expenditure to date, but they haven't made the last payment on some of their things, I presume.

Mr. Croft :—How much are you responsible for beyond the \$41,000?

Mr. Brown :—\$50,000 altogether. I took the very point you take, and they said: "Well, with the expenditure necessary to complete the system, it will cost \$50,000."

Mr. Croft :—Therefore, for all purposes, we must call the cost of the electric light system \$50,000?

A.—Yes.

Mr. Irving :—We put in a copy of the agreement by which the city agreed to pay \$600 in satisfaction of all claims against them under the contract for street lighting. (Agreement marked Exhibit "J.") This (producing document) contains a copy of the articles of incorporation of the Gas Company. You have heard it represented that they had a charter, and it might lead one to think that they had obtained an Act of Parliament authorizing them to take up the streets of New Westminster. They are merely incorporated under the Companies Act, and have no more privileges under their incorporation than any private person would have. Then there are two Electric Light Companies, incorporated in 1890 by this Legislature. (Copy incorporation of Gas Company, marked "K.") Then we have a copy of a by-law, certified by the City Clerk, authorizing the "British Columbia Construction Co.," a body corporate, to maintain and operate Gas Works within the City of New Westminster. (Copy By-law, marked "L.")

Mr. Corbould :—They consolidated into one company afterwards. They had privileges in other parts of the Province.

Mr. Irving :—The British Columbia Construction Company were incorporated first, and obtained a by-law under which they were entitled to take up streets; then, after that, the Gas Company was formed, and, I presume, the two Companies consolidated. Then Mr. Robson, City Clerk, sends this certificate (produced).

[Certificate, signed by D. Robson, City Clerk, showing that the city had offered no inducement to the Gas Company, read by Mr. Irving and marked Exhibit "M."]

Mr. Croft :—I see here a charge of \$4,000 for ferry charter. That was paid, I suppose?

A.—Yes.

Mr. Croft :—And rock crusher, \$5,000?

A.—Yes; but I don't think it cost as much as that; in fact I am sure it didn't. It is in operation now.

Mr. Irving :—This (producing plan) is a map of the City of New Westminster, by which we show the gas mains.

Mr. Brown :—This map has been prepared by the foreman of our street work and our street superintendent, and we don't guarantee its absolute accuracy. If the gentlemen who represent the Gas Company can point out any mistake, we will correct it. Those red lines on the map are the Gas Company's mains. (Position of mains shown on map.) This line erased on the map was put on by mistake. These are the street lamps, and, up here (indicated) merely supply pipes are run to these lamps, so that all these private residences were left without the possibility of obtaining gas. Here, within a stone-throw of each other, are three churches, and a public school with an attendance of at least 100. There is one residence there that cost \$12,000. There is quite a little village up there (indicating), and I am preparing plans to build up there myself, and when up there the other day I could see half a dozen houses going up. There is quite a settlement up Mary Street. Ex-Mayor Townsend told me that he had been applying for quite a long time and couldn't get gas. Last year there have been about 400 houses put up there and they can't get gas. One gentleman has put up gas fittings in his house and can't get gas, and there are thousands of people using coal oil because they can't get any other light. The population of New Westminster is now about 10,000. They built round there (indicating) about 400 residences last year. Mr. J. D. Kennedy, whose word will be taken by anybody in the city, told me that the Brunette people spent \$300 putting gas fittings

in their mill and then turned on the gas and it wouldn't burn, and they couldn't get a light until the business places turned their lights off. The principal object of our bill is not this legalizing of by-laws at all. I am not particular about it, because I am perfectly sure that the ratepayers are in perfect sympathy with all that has been done. The principal objects are: first, to obtain power to supply New Westminster with light—the light which is needed; second, to run the steam ferry; and third, to rent the stores in the library building so as to run the library without expense. That policy is known by the people, and approved of by the people; and when I show you that the Gas Company, whether it can or not, is making no effort to supply the need, how can you take their statements that this Bill is against their interests. There is an abundant field in the city for electric light, and the people want us to supply it.

Mr. J. Cunningham:—We haven't had ten applications for gas from all those houses put up there last year. We have the materials there ready to go ahead and supply it at once.

Mr. Eberts:—How far are those houses you mention back from the water?

A.—About $1\frac{1}{2}$ miles.

Mr. Irving:—Mr. Cunningham has made a statement about applications for light. Have you a certificate in reference to that?

Mr. Brown:—Yes. (Certificate from City Clerk of New Westminster, showing number of applications for electric light made by residents, read to Committee, and marked Exhibit "N.")

Mr. Eberts:—Six hundred lights wouldn't affect it at all—wouldn't keep up a small plant.

Mr. Brown:—After the second meeting of this Committee I returned to New Westminster, and there was a public meeting held on Friday night at which this resolution (produced) was passed.

Mr. Wilson:—I certainly object to a resolution passed at a public meeting being put in as evidence.

Mr. Irving:—It is evidence of the popular feeling.

Mr. Wilson:—You might just as well call the meeting held in Victoria Theatre just before the election, where they howled for the Liberals, evidence of the popular feeling.

Mr. Brown:—Well, a few gentlemen have come here and say they represent the ratepayers of New Westminster, and I went up to New Westminster and asked them whether they represented the ratepayers or I did, and the ratepayers passed this resolution there.

Mr. Bole:—We do not say we represent the ratepayers, but we say that we represent over one million dollars' worth of property in New Westminster. In regard to this meeting, each paper had a different account of it, and one would imagine that two meetings were held at precisely the same time and addressed by precisely the same parties. The resolution, in the first place, was signed "Citizens," but it was afterwards changed to "Ratepayers," and I venture to say that no ratepayers, who own any considerable property, signed it; and, if Mr. Brown's speech were correctly reported, it would lead the citizens to believe that no burden was to be placed on the ratepayers at all. I received a letter asking me to be there, but I declined, for I have had too much experience in Court to address a packed jury, and so I didn't go there. It was a meeting called to endorse Mr. Brown, and glorify Mr. Brown. There was a reporter concealed in the gallery for the purpose of taking down anything that was said by the other side.

Mr. Brown:—We thought it was a matter of fairness to have a shorthand reporter there. It was not a "he" at all, it was a lady, and she objected to sitting on the open stage, and so we put her in one of the boxes. As to the report in the "Ledger," we all know that that is the paid organ of the opponents of this measure.

Mr. Bole:—And the Columbian is the organ of Mr. Brown.

Mr. Brown:—The Columbian is not paid by anybody.

Mr. Irving:—I propose to amend that section I handed in this morning so as to cover past expenditure, as well as future.

Chairman:—If you are going to do that, I would say strike out clause 2, or add it at the end of that clause.

Mr. Irving:—We think the better way to amend the Bill will be by putting in a general clause that the Act shall not come into force until it has received the assent of the ratepayers.

Mr. Kellie:—That is a reasonable proposition.

Chairman:—The way I look at it is this: there are a number of gentlemen here who represent a great deal of capital; they will have to pay their proportion of this amount, and

why shouldn't they have some say in it. Two ratepayers who haven't twenty dollars between them can outvote a man with twenty thousand.

Mr. Brown :—The fight made against this Bill principally is against giving the corporation power to supply private light, because certain individuals think it will be against their interests. They claim that a burden will be put on the people by the passing of this Bill—the fact is that a burden will be put upon the people if this Bill is not passed. A burden will be put on the people by refusing to pass this Bill. The people promoting this Bill are trying to reduce the taxation, and the gentlemen opposing it are trying to make the taxes heavier, so as to bring the profits into their own pocket. It is not to increase taxation, but to decrease it, that this Bill is brought forward. When I went up to New Westminster last week I couldn't get any person to believe that there was any serious opposition to this Bill, and I could hardly get the officers and councillors to take hold of the thing and go into it. They said, "It is not worth while, the Legislature would never dream of refusing it."

Mr. Irving :—I want to put in a certificate from the City Clerk, in reference to that public meeting. (Certificate produced and read by Mr. Irving.)

Mr. Wilson :—Is that document sworn to ?

Mr. Irving :—Not yet.

Mr. Wilson :—I submit that nothing should go in here but sworn evidence.

Mr. Irving :—Then, I have here the clause which we propose to add, providing that the Act, with the exception of this clause, shall not come into force until a day to be named by the Lieutenant-Governor in Council, and that it shall be lawful for the Lieutenant-Governor in Council to cause a poll to be held to ascertain whether the ratepayers of New Westminster assent to this Bill. (Proposed amendment read by Mr. Irving.)

Chairman :—Is that to be added to clause 4 ?

Mr. Irving :—Yes ; this part I have just drafted will apply to all the by-laws and the whole of the expenditure.

Chairman :—I think we are getting outside of the powers given us by the House. We were appointed to give 14 days' notice to the parties opposing the Bill to appear before us and give their evidence—and nothing more.

Mr. Irving :—Wouldn't it be in order for you to report that you had before you several gentlemen, and after hearing them pro and con, you came to the conclusion that this was a matter which ought to be decided by the electors themselves.

Mr. Eberts :—We could do that in our report.

Mr. Bole :—I would like to ask Mr. Brown a few questions.

Mr. Brown :—While I am willing to answer questions and give all the information within my power, yet, Mr. Chairman, I beg to call your attention to the fact that the Committee was not appointed for the purpose of putting the Corporation of New Westminster on the stand in reference to these things.

Cross-examined by Mr. Bole :

1. Q.—When the water works by-law was passed, and the water works originally undertaken, wasn't it understood that \$200,000 would cover the cost of the system ?

A.—That was the estimate, yes.

2. Q.—Since then, Mr. Brown, has not the water works engineer, Mr. Hill, given an estimate in which he shows that the cost will be over \$500,000 ?

A.—No.

3. Q.—How much is it then ?

A.—Either \$370,000 or \$380,000, I can't be quite certain which, but it is under \$400,000.

4. Q.—Is not Mr. Hill the same gentleman who made the estimate showing that \$200,000 would be sufficient to build these water works ?

A.—I believe so, but I don't know of my own knowledge.

5. Q.—Then does it not strike you that his present estimate may be equally inaccurate, bearing in mind what has already happened ?

A.—His estimate in the first place I believe was accurate, and his estimate now I believe to be accurate. Mr. Hill is a most careful man, and all his plans have been submitted to Mr. Fanning of Minneapolis, who is a first-class man and has experience in all these things. I will explain it to the Committee. When that estimate was made first the Coquitlam Water Works Company were

coming into New Westminster, but afterwards we bought certain rights from them and took their estimate. This \$200,000 estimate, then, was really made for the Coquitlam Water Works Company four or five years ago, and in the meantime New Westminster has doubled in population. The distribution service under that estimate didn't go to Sapperton at all, and it didn't go over Queen's Avenue; in fact, I think it didn't go above Royal Avenue—but not Queen's Avenue, at the outside. The Coquitlam Water Works were going to run down to Vancouver and branch off into New Westminster, and Mr. Hill's first estimate was also made with the belief that there would be no reservoir at New Westminster. Now, we are to have a reservoir there, built on the highest point in the city of New Westminster. Then we are to have a distribution system which will make it possible to supply water to every house shown on the assessment roll of 1890. An immense increase in the distribution system, down to Sapperton and in all other directions.

6. Q.—Then this Bill is intended to cover the expenditure of another \$180,000 on water works?
- A.—Not as I understand it, Mr. Bole. Our charter did really give us power to supply water to private individuals, but they said, "While we are putting a Bill through we may as well put that in and have it beyond all dispute." These clauses about contracts were all put in by Mr. McColl, who drew the bill. I believe I am inaccurate in saying that Mr. Hill made the first estimate; it was Mr. Wilmot.
7. Q.—Then it will take \$180,000 more to complete these water works?
- A.—Yes; above the amount voted.
8. Q.—With respect to this steam ferry. Are you aware of the agreement that was made between the Corporation of Surrey and the Corporation of New Westminster in regard to the landing on the Surrey shore?
- A.—I was not aware of it at the time we started that ferry.
9. Q.—Under the terms of that agreement the landing was fixed at the old ferry landing, at Mr. Punch's place, on the Surrey side of the river?
- A.—I understand so, but I believe that only a provisional agreement was made with Surrey providing that an agreement should be entered into afterwards. I think I am right in saying that the first agreement was only a provisional agreement, and that the final agreement was never entered into.
10. Q.—Are you sure about that?
- A.—Yes; the final agreement was never entered into. It was only a conditional agreement that was entered into. This conditional agreement was entered into between Westminster and Surrey solely and entirely to enable them to get round a difficulty and carry out a scheme then on hand—scheme is the proper name for it—to bonus the Southern Railway. Then the Southern Railway fell through and nothing more was heard about the conditional agreement. I have here a statement from the Board of Works.
11. Q.—What is the date of it?
- A.—It is not dated, but from my own recollection I can date it as about the 4th of October last. It is an official document—a report to the City Council of New Westminster—in which the whole affair is recited.
12. Q.—I have no objection to that going in for what it is worth, but I want to call your attention to this (produced) affidavit made by Mr. Punch, in which he says that the provisional agreement was afterwards ratified?
- A.—My recollection is that it was not ratified. (Report of the Board of Works to the Council of New Westminster read, and marked Exhibit "O.") You are aware that a delegate authorized by the Council of Surrey came here and said: "We have no opposition to make to this Bill." We have now a first-class ferry in operation. It is now being run by the contractor, as the city has no power, and although built with the idea that it would lose money, it has paid its expenses through the dull season of the year and has increased the traffic immensely; and they say she has kept the river open this winter, as she goes through three inches of ice without any trouble. We run her straight

across the river, and she makes the trip in four minutes. The fares now are slightly higher than they will be when the city has it.

Mr. Eberts:—I want to call your attention to a matter that has come to my knowledge since I last saw you. A man named Punch has brought an action against the City of New Westminster and my partner is acting as his counsel, and I state it here in order that anyone having any objection to my sitting, on that account, may state it.

Committee adjourned until Tuesday, March 10th, 1891, at 10:30 a.m.

TUESDAY, 10th March, 1891.

Meeting of the Select Committee, consisting of the members of the Private Bills Committee, appointed to consider and report upon the "New Westminster Enabling Act."

Present:—Messrs. Martin (Chairman), Semlin, Hall, Kellie, Croft and Eberts.

P. Æ. Irving, Esq., appeared for the Corporation of New Westminster.

Charles Wilson, Esq., for the opponents of the proposed Act.

(Continued from Monday, 9th March, 1891.)

Cross-examination of Mr. BROWN, by Mr. Bole, continued:

13. Q.—Do I understand you to say that that conditional agreement, made with the Corporation of Surrey, was never finally ratified?
 A.—I am so informed, and that is my belief. Of course you will understand that I don't go over all the minutes personally; I take the information from the clerk, who has the books. They all tell me that it was not made final, and that nothing more was done about it.
14. Q.—You would not be prepared to swear positively that the statement made by Mr. Punch to the effect that the agreement was finally ratified, is incorrect?
 A.—Of my own personal knowledge I can't swear, but I believe that it is not correct. In any ordinary conversation, of course, I would at once say that it had not been finally made, but of my own personal knowledge I can't swear that it wasn't.
- Mr. Irving:—Is that affidavit to be put in?
 Mr. Bole:—I wish to use it in my evidence, but I intend to put it in.
15. Q.—With respect to the place where the ferry landing now is—that is outside of the limits of the Corporation of New Westminster?
 A.—On the Surrey side; yes.
16. Q.—Then I presume, Mr. Brown, that the Council were aware, when they spent the money on the landing on the Surrey shore, that they were doing what the charter didn't authorize them to do—that is expending money outside of the municipality?
 A.—We should have been aware of it, no doubt, but I doubt if the point ever was raised; in fact, I might say, I know the point was not raised. You see we were running the ferry under a charter which we had bought, and we believed that we had power to run it. We had bought out Grant's charter, and we thought we had power to run the ferry, and that would imply power to do all things necessary to run it, and it was taken for granted that we had a right to spend this money.
17. Q.—You know where the ferry landing was before—in Brownsville?
 A.—Yes.
18. Q.—That is on Mr. Punch's property?
 A.—I don't know. Of course, in ordinary conversation I would at once say "yes," but I don't know of my own personal knowledge.
19. Q.—Would you be prepared to say what damage has been done to Mr. Punch's property and the adjoining property, in some of which I am interested, by moving the ferry landing some distance down the river?
 A.—No, I couldn't say. The question never occurred to me.

20. Q.—As a matter of fact, Mr. Brown, is not Mr. McColl the city solicitor, the owner of the land on which the new ferry landing was built?
A.—Yes, I believe he is the owner of it. The city has become, to a certain extent, the owner of it now. The city, before it built the landing there, secured what it considered a reasonably good lease of the land for ferry purposes.
21. Q.—From Mr. McColl?
A.—Yes.
22. Q.—Are you aware that since the building of the ferry landing on Mr. McColl's property, land there has sold for very high prices?
A.—I am aware of it only by the booming notices I see in the newspapers, that is all. I haven't bought any myself.
23. Q.—As a matter of fact, haven't you seen by the newspapers that all the boom has been down there, while the proprietors on the upper side have been left in the cold since the ferry landing has been changed?
A.—I don't know that the owners on the north side have subdivided and put their property on the market, or attempted to sell.
24. Q.—About what amount was expended on the landings at Surrey, roughly?
A.—I couldn't say; the least expensive landing was on the Surrey side.
25. Q.—How much would you say it would be—\$2,000?
A.—I don't know that. Of course the landings were expensive landings, there is no doubt about that, because they were built in a peculiar fashion so as to allow the boat to make her landings with absolute safety—built with pontoons and a Howe truss, and they are more expensive than an ordinary wharf. I know that a report was made about it at the time this injunction business came up. The one on the Surrey side was built first, and all but a few hundred dollars had been paid to the contractor when the injunction was put on to restrain us from paying him any more, and at that time I remember hearing that the Surrey cost less, on account of less depth of water and fewer difficulties in the way.
26. Q.—The two cost \$4,200?
A.—Then I should say that the Surrey wharf and approaches cost \$1,700.
27. Q.—What is the cost per month of running the electric light as it stands at present?
A.—The cost was given to me, when I was up at New Westminster, as \$1,000 per month. That, in my view, is higher than it ought to be, but I haven't been able to examine into the thing and find out how much of it is caused by the men being new, &c.
28. Q.—Has the machinery of the electric light system worked well since it was put in?
A.—Yes.
29. Q.—Has there been any failure in that feeder put in between the City Mills and the engine-house?
A.—Not that I am aware of. I did hear something when I was up there with regard to the partial failure of some of Gowen's plans with regard to the feeder, but just what it was I couldn't say. I heard that it could be remedied easily enough.
30. Q.—Have you heard that the foundation of the engine-house has given way underneath?
A.—No, and I don't expect to hear it unless there is an earthquake.
31. Q.—When the city adopted the principle that the city should be lighted with electric light did they advertise for tenders?
A.—For what? They did for some things and they didn't for others. Do you mean for the electric machinery?
32. Q.—Yes?
A.—No, they didn't invite public tenders for the electric machinery.
33. Q.—Then, beforehand, the city had made up their minds that they, themselves, were going to provide the necessary electrical appliances for the purpose of furnishing the city with electric light?
A.—That was the resolution and by-law; yes.
34. Q.—There were no tenders called for from people in this business to ascertain what they would light the city for?

- A.—Oh, yes.
35. Q.—What were they ?
A.—You heard yesterday of the offer made by Dr. McInnes.
36. Q.—On which you and Dr. McInnes differed ?
A.—I was speaking then of some private conversation between us in Mr. Grant's office. I have telegraphed up for the figures given to the Fire and Light Committee. That Committee reported to me that the offer, in their view, was not to be entertained. Then an arrangement was endeavoured to be made with the street railway company. We talked about putting in electric light and we met them and had a talk with them, and they said "we won't make you an offer unless you advertise for tenders, because if we make you an offer somebody else will come along and offer to do it for less." Then there was a company that talked of coming up from Victoria and putting in electric light, and it was so advertised. We were given to understand that three or four companies were breaking their necks for the contract to supply it, and we advertised for tenders pretty widely, and we just got one offer ; that offer was from the street railway company.
37. Q.—Do you remember what that offer was ?
A.—I don't know that I am at liberty to give you the figures of the offer. The street railway company sent in their offer, but they made a condition in the first place that they wouldn't send it in unless we advertised, and then when they sent it in they asked us to give them a pledge that if theirs was the only tender, and we didn't accept it, that we wouldn't make the figures public. Still, I don't suppose that there can be any objection to my saying that, on a basis of 50 lamps on which we were figuring, it would have cost us close to \$8,000 a year. That was the only offer we got.
38. Q.—Was there any person on the Council who had a practical knowledge of the system of electric lighting, so as to advise the Council with respect to dealing with the tenders for and contracts made for supplying the appliances ?
A.—An expert ?
39. Q.—Yes.
A.—No, I don't think there was.
40. Q.—Did the Council consult any electrician on the subject—with respect to the proposed system and the proper cost of it ?
A.—We had in the Council at that time catalogues and figures from several sources. Alderman Johnson, Chairman of the Fire and Light Committee, had been figuring on the possibility of lighting the exhibition buildings with electricity, and he had been sending for catalogues and figures and all sorts of things from different places, and when we got this tender it was checked over and then referred to Mr. Gowen, who was our superintendent afterwards, and who professed to know, and I believe did know, a good deal about electric machinery, although he couldn't be called an expert. He had had a good deal of experience in the power part of it and had been round a good deal where it was used, and he told us that the charge was excessive. Then we got those catalogues and sat down and figured the thing out and made up our minds that the charge was excessive, and we found afterwards that our figures were fully borne out by the contracts we made with the companies.
41. Q.—How many lights have you now ?
A.—We have a 50-arc dynamo ; we have about 40 actually put up.
42. Q.—Fifty is the number you intend to put in ?
A.—Fifty is the capacity of the machine.
43. Q.—B. W. Douglas & Co. were the parties who tendered to light the city were they not ?
A.—Mr. Douglas, I believe, is the head of the company.
44. Q.—That was the title of the parties who tendered ?
A.—I couldn't say under what title they tendered.
45. Q.—It is a company in which Mr. Douglas is interested ?
A.—Yes, and Mr. McIntosh.
46. Q.—Wasn't the tender they made, 50 lights at 42 cents per light, per night.

- A.—Yes, it was. If they have given you the figures there is no objection to my saying so.
47. Q.—That would have been \$21 per night, wouldn't it?
A.—Yes.
48. Q.—That would amount to \$6,500 a year; wouldn't it?
A.—I don't know, I haven't a pencil to figure it.
49. Q.—Well there are 310 nights—the moonlight nights are left out?
A.—No, there was no such set-back on the contract at all. You have got to multiply 365 by 21—those were the figures given to us; these moonlight nights must come in afterwards.
50. Q.—The tender was so much per light per night—on that tender the electric light people wouldn't be paid for moonlight nights?
A.—It was so much per light per night; but we were not to be compelled to pay for the whole 50 lights if we didn't call for so many; but in any event, the company were to have an absolute tender for five years, and there was nothing said about moonlight nights. If we had received a tender from them for a one or two year contract we might have taken it, but they wanted a contract, hard and fast, for five years, and it amounted to nearly \$8,000 a year.
51. Q.—Did you ever know of an electric light company, or any other company, who were paid for moonlight nights?
A.—I know that the New Westminster Gas Company was paid for moonlight nights and for lots of nights when they didn't light their lamps at all.
52. Q.—With respect to this library—there are a number of stores erected in connection with it, are there not?
A.—What is commonly called the ground floor is divided into three. There is the grand entrance leading up to the library, and on each side of that the store.
53. Q.—Then this library business is really, in a mild way, developing the corporation into the position of a landlord?
A.—You may call it that if you like. The policy is to make the rent of the stores run the library and relieve the taxpayers from the burden.
54. Q.—So that the corporation are virtually now embarking in a scheme which puts them, as landlords, in competition with the other ratepayers of the city who put up stores to let?
A.—There are not enough stores in Westminster, and haven't been for years, so I don't know where the competition comes in. It is not fair to say “embarking;” the thing is to begin and end with this one building.
55. Q.—You admit that it would not be fair for them to embark in a scheme to be landlords, with the ratepayers' money?
A.—It would not be fair for the city to go into any business where open competition is the order of the day. I don't believe in that sort of business at all; but in a case like the present, where there is a large building going up, the lower flats of which are not wanted for library purposes and are not suitable for a library, it is the most natural thing in the world that it should be rented to ease the citizens of part of the burden. As regards all these other things, they are practically monopolies, and it is a principle universally recognized that such things should be in the hands of the city.
56. Q.—Was this Bill ever brought in as a Private Bill?
A.—No, never.
57. Q.—There was notice given?
A.—Yes.
58. Q.—I think on the 18th of September?
A.—Notices were inserted in the papers, as if we intended to bring in a Private Bill. Of course there were two objects for that.
59. Q.—May I ask how it was that, having given notices for a Private Bill, you didn't proceed with it?
A.—We didn't intend to bring it in as a Private Bill.
60. Q.—Notwithstanding the notice given?
A.—Notwithstanding the notice given. The Council looked at it this way: It was impossible to get a well-considered amendment of our charter this year, and

so we wrote to the Government and asked them if they would pass a Bill something of this character, and provide for the necessary points, on the understanding that we were unable, this year, to get a proper amendment to our charter ready. The Government said they would, after they had examined the circumstances, but that they were not in a position to give us an unconditional answer or promise. Then we said we would give the necessary notices, and if the Government saw any objection to bringing it in, we would be in a position to bring in a Private Bill. It was also done in order that everybody might see that we intended to bring in some kind of a Bill. It was with that double object.

61. Q.—Then am I right in saying that there is nothing to prevent a Private Bill being brought in?
A.—Nothing.
62. Q.—And that there was nothing to prevent a Private Bill being brought in, before this?
A.—Nothing that I know of, in the rules of the House.
63. Q.—Might I ask, how many copies of this Act were circulated in the City of New Westminster?
A.—I couldn't tell you.
64. Q.—Was there any trouble taken, after this Bill was brought in, to cause copies of it to be circulated among the ratepayers?
A.—No, I think not.
65. Q.—When was it that this clause, No. 4, about the future by-laws, first got into the Bill? It doesn't appear in the original printed Bill?
A.—It was in the original Bill, notwithstanding.
66. Q.—It doesn't appear in it?
A.—It was in the original draft of the Bill.
67. Q.—I am speaking of the printed copy?
A.—The original draft Bill contained more than the Bill now contains. It contained some clauses that the city solicitor was anxious to have in, but the Attorney-General said it would be going farther than was necessary; he thought it ought to be confined to the absolutely necessary points, and he marked those clauses out of the draft we left at his office, and there were clauses intervening between it and what is now clause 3, and I suppose the clerk cut it out. When I called his attention to it he said, "Well, put it in, in Committee." By looking at the Bill you will see that it is useless without clause 4.
68. Q.—Now, when the Attorney-General brought this Bill in did he ask you any questions about it—as to whether it represented the wishes of the ratepayers of New Westminster or not? Had you any conversation with him about it?
A.—I think most of my conversations were with the Prime Minister.
69. Q.—Would you be prepared to say that you told him that the Bill represented the unanimous wish of the ratepayers of New Westminster?
A.—No, I don't think I did. I don't remember using any such expression to the Attorney-General.
70. Q.—Did you tell the Attorney-General that there was no opposition to the Bill—no serious opposition?
A.—I don't remember the conversation between the Attorney-General and myself, or his pressing that point at all; but I was proceeding on the assumption that there would be no serious opposition to the Bill, because I knew, as I said before, that 90 per cent. of the ratepayers of New Westminster were in favour of it.
71. Q.—Do you mean 90 per cent. in number or in value?
A.—I mean in the ordinary acceptance of the word. I don't know what you mean by "value." The law says that any man who owns \$300 worth of land shall vote on any money by-law.
72. Q.—I am not speaking about the law on the subject. I simply want to know if it represents 90 per cent. of the assessed value of the property there, or merely 90 per cent. of the voters?
A.—I don't know that. I know that Mr. Cunningham and yourself and Mr. Ewen

are large holders of property in New Westminster, and it is evident that you are opposed to this Bill. I am also aware of other large holders of property in New Westminster who support the Bill.

73. Q.—I would like to know the names?
 A.—Mr. Major owns a good deal, I think, in New Westminster.
74. Q.—He sold the largest part of his property the other day?
 A.—He only sold \$15,000 worth. Mr. Curtis owns a good deal; the City Council represents a good deal; Mr. Johnson owns a good deal; and Mr. Wintemute has a good deal. There are others, but I can't think of all the names.
75. Chairman :—Why was there not time to get a proper amendment to your charter?
 A.—The Act of Incorporation, in my view, needs to be radically amended—gone over from first to last—and this last year we have had no time to attend to it. Besides all the public works that have been spoken of here, we have built 13 miles of streets and 14 miles of sidewalk, besides attending to the ordinary matters of business, and, naturally, it kept the active members of the Council very busy. We were looking forward to this as a thing that had to be done, but we had no time to do it. It is a long charter of 300 and some sections, and if you endeavoured to go over it and make a new charter in a month, you would inevitably bungle it.
76. Chairman :—Couldn't the solicitor employed by the Corporation have drawn up a new one?
 A.—Yes, I dare say he could; but we would have had to give him full instructions as to what we wanted, so as to have it drawn up satisfactorily, and that would have taken a long time, and that is why I wanted them to employ a solicitor this year, who would do nothing else but the City's work, in order that he might devote the whole year to the charter.

Cross-examined by Mr. Wilson :

77. Q.—May I ask in what way this charter is so defective that it would require a whole year's consideration on the part of the Council to put it straight?
 A.—I didn't say it would require a year's consideration. I said that I wouldn't like to go to work and get the charter re-drafted in a month or so.
78. Q.—Show me something in that charter, that requires to be put straight, that Mr. McColl couldn't put straight in six weeks?
 A.—I dare say he could, if we would pay Mr. McColl for six weeks of his time, but we don't own a gold mine up there, and we think a little about the financial part of the business. When I state that the charter is defective, I simply state what is the general opinion. Now, for instance, all this about grading and making improvements in the town—the provisions for that are held to be very defective—exceedingly defective; in fact, so much so that I am thinking of asking the House, when this Bill comes before them again, to allow me to put a clause there to rectify that. The clerks told me that they would simply have to camp in the Registry Office for six weeks every summer in making up the assessment rolls. It has been amended twice, and you have to refer back from one to the other, and that is very awkward. Of course, I am speaking more from information obtained from the city clerk and city solicitor than from my own knowledge of the charter. For instance, the duties of certain officers are defined in the charter, long before the city had power to appoint such officers.
79. Q.—All these are matters, are they not, which your solicitor could have put straight for you in six weeks?
 A.—Yes, if we could pay him for it.
80. Q.—I want a straightforward answer from you. Are not these matters which the city solicitor could put straight in six weeks?
 (Objected to by Mr. Irving on ground that answer to question would involve a matter of legal inference.)
 A.—My answer is this: I believe that the City Council of New Westminster saw that they would be doing a very injudicious and unsafe thing if they had attempted, in the time at their disposal, to amend the charter this year.

81. Q.—Did the City Council take legal advice on that subject?
A.—I, myself, had several conversations with the city solicitor about it.
82. Q.—Did you actually take his advice on the point?
A.—I can only repeat my answer. I didn't go to Mr. McColl and say "I want your special legal advice on this matter," but I had several conversations about it, and his opinion was in that direction—his opinion coincided with ours.
83. Q.—Now, tell me—here are two statements, one showing the principal contracts and orders for work in connection with the electric light, steam ferry, and library building, and another showing the amount of cash paid out on those several accounts—what other liabilities are there?
A.—I don't know.
84. Q.—Are there any?
A.—My impression is that, in some cases, the last payments have not been made on the contracts; a percentage has been held back on the contracts.
85. Q.—You put this before the Committee as being a statement showing the contracts entered into by the corporation; you put in another statement showing the amount of expenditures. Now, I ask you, in order to test the faithfulness of those documents, whether the city, besides those accounts, has any other obligations?
A.—Outside of the tenders?
86. Q.—Outside of the steam ferry, library, and electric light, and water works?
A.—Oh, no; I think not. My impression is that it is a certified statement. I went to the clerk and asked him for a certified statement, and he gave me those, and they show the contracts and principal orders for work, and the amount expended under them.
87. Q.—Then I am to understand that there is no other obligation on the part of the corporation for steam ferry, electric light, and library than what appears in this statement?
A.—I fancy so; I can't tell of my own personal knowledge. I asked for these statements and got them, and, being in a very great hurry, couldn't take time to examine them. Now, I believe the ferry has actually cost about \$22,000, and \$20,204 is the amount given there; and, as I stated yesterday, the men in New Westminster who attend to this thing told me that, by the time the electric light system was thoroughly equipped and in running order, the cost would be nearly \$50,000, and \$41,000, I think, is the amount given here. These statements cover the principal expenditures, but there have been numerous other contracts given for small portions and additions. There was a contract for the foundations for the boilers, and the man was given a contract at so much per cubic yard for stone work. In that case there could be no final figures. This is a statement of the contracts that involved lump sums; the other is a statement of cash actually paid under those contracts. They are not statements of separate expenditures at all.
88. Q.—Can you tell me whether there are any other liabilities on these accounts other than what appear here?
A.—Manifestly?
89. Q.—Roughly; can you give us an idea of the amount?
A.—What has been stated already, that the electric light has been put in here at \$40,000, and that it will run up to nearly \$50,000 when it is thoroughly equipped and in running order. I believe, from my own recollection, that the ferry has actually cost \$22,000. Whether that includes the fire pump on the ferry, or not, I don't know; it cost in the neighbourhood of \$2,000. In addition to that, I may say that the superintendent, whom we employed to look after these things, made certain changes, on his own authority, that increased the cost by nearly \$1,000. So that I say you would require to add about \$12,000 to that statement to get the total amount of the expenditure.
90. Q.—Approximately, add \$12,000?
A.—Approximately.
91. Q.—Now, the water works. I understand that a by-law was passed for \$200,000?
A.—Yes.

92. Q.—There has been expended, under that by-law, \$134,000?
A.—I haven't the exact figures.
93. Q.—What are the liabilities of the corporation in respect of the water works?
A.—The contracts let will show you that; \$246,000, I think.
94. Q.—That includes all the liabilities?
A.—I believe so; you will notice that these tenders are quantity tenders, a good many of them, and our estimates of the amounts are based on our engineer's computations.
95. Q.—So that there is, roughly, about \$180,000 unprovided for?
A.—No.
96. Q.—There was a by-law for \$200,000?
A.—Yes; and the liabilities are \$246,000. All the contracts are not let yet.
97. Q.—There was \$134,000 expended out of that \$200,000?
A.—Yes.
98. Q.—Is this \$246,000 liability in addition to that?
A.—No; it includes the whole of the contracts, and all the expenditures have been made under them.
99. Q.—Then I am to understand that \$134,000 has been paid on account of this \$246,000?
A.—Yes.
100. Q.—So that the amount unprovided for is the difference between the \$200,000 voted and the amount of the contracts—\$246,000?
A.—Yes; if those contracts were put through and the work then stopped there would be \$46,000 to be raised. You were talking about \$180,000 just now—well, \$170,000 or \$180,000 will be the amount required to finish the work. As I explained before, the large growth and the necessary extension of the distribution system entails great expense.
101. Q.—When the Electric Light By-law was passed in September, 1890, there was no intention of supplying private individuals with electric light, was there?
A.—Certainly; it was advertised publicly that we were going to do so.
102. Q.—Did the by-law provide for that?
A.—A resolution which was passed provided for that; I don't know whether it was in the by-law or not. The by-law is dated 15th September, 1890, and just seven days before that a resolution was passed in the council covering the supply to private parties, and a resolution is a better publication than a by-law.
103. Q.—Where do you find in the Act of Incorporation power to do these things by resolution?
A.—Which things?
104. Q.—To carry on electric light works?
A.—We were carrying them on under a by-law.
105. Q.—Did you propose to carry them on under the by-law or under the resolution?
A.—Under both; both were necessary.
106. Q.—You proposed to supply the public with electric light without a by-law?
A.—No, we couldn't give ourselves power to supply the public with light at all; if we could we wouldn't come to this House to get it.
107. Q.—Then the object of this Bill is to enable you to supply private individuals with light, irrespective of the requirements of the corporation?
A.—Yes, to run our lighting system as we run our water works system.
108. Q.—What are the objects of this Bill, generally? I think I understood you to say yesterday that the sole purpose of this Bill was, as has just been stated, to give you power to supply the inhabitants with light, that is, to run your lighting system as you run your water works, library, and steam ferry?
A.—I don't think I said the sole purpose; I said the principal object of the Bill was to do these things. We left it to our lawyer to draw the Bill, and he put in these things about by-laws and so forth.
109. Q.—You have told us that the members of the council, and a number of the people, have expressed their satisfaction with this Bill, have any of them read it do you suppose? Have they been supplied with copies of it?
A.—That I can't tell you.

110. Q.—Do you know whether they understand the effect of it even?
A.—I think they understand the effect of it pretty thoroughly.
111. Q.—Had you any intention when this Bill was introduced of suggesting the amendment, which has been brought in, about going to the people to ratify this Act?
A.—No.
112. Q.—You hadn't?
A.—No; the amendment is not necessary; it is put in to do away with the point altogether. This Bill doesn't give us the powers it is claimed to give us. It is Mr. Bole's and Mr. McColl's opinion. I can only say from hear-say that it is Mr. Bole's opinion. It is also the opinion of Mr. Armstrong that this Bill doesn't give us power to raise money without going before the people. It would be the first thing I would object to, if the question ever was raised, but I said, "Well, put in the amendment so as to avoid all possible shadow of doubt." I don't want the question raised, or any council to attempt to do any such thing.
113. Q.—Did you ever make a statement to the effect that you had handed the amendment to any person?
A.—I made a statement that I brought the amendment before the Private Bills Committee at the last meeting—not yesterday, but the meeting before that.
114. Q.—You made that statement publicly?
A.—Yes.
115. Q.—Everything that took place before the Private Bills Committee came right out at that public meeting, didn't it?
A.—I don't know that it did.
116. Q.—You told the public meeting, generally, what had been done here?
A.—No, I don't think I did. I thought public meetings were not in evidence.
117. Q.—Surely you remember whether you did or not—did you or did you not make such a statement?
A.—Give a history?
118. Q.—Yes?
A.—Certainly I did not.
119. Q.—But you stated, generally, what had taken place?
A.—I stated that certain gentlemen, whom I named, had appeared before the Private Bills Committee and opposed the Bill.
120. Q.—Did you state what took place before the Private Bills Committee?
A.—In the way of giving a history?
121. Q.—I didn't use the word "history." I ask you, did you make a statement?
A.—Of certain things, yes.
122. Q.—What were they?
A.—Mr. Bole got an invitation to attend the meeting, and he wrote a letter stating that I had insulted him, and that, consequently, he wouldn't attend the meeting, and so I gave an account of what took place between Mr. Bole and myself, and I said, "if that was an insult I insulted him; I acknowledge that, to a certain extent, I was wrong in losing my temper, but I don't think I insulted him, and I didn't intend to insult him." That was one statement I made, and with regard to this clause 4, I made this statement: I said "this clause 4 has been made the occasion for a statement that the council are seeking power to raise money without going before the people." "Now," I said, "clause 4 gives us no such power, and was not intended to give us any such power, but when that point was raised at the first meeting of the Private Bills Committee I said I would be the first man to protest against giving any such power, and I said that I would see that the point was so amended as not to leave the slightest doubt that there was no such power." Then I got Mr. McColl to draft that amendment and we put it in, and Mr. Irving and I both said, "now let us drop the discussion of this point about raising money without going before the people, here is an amendment." And I said at that meeting, "notwithstanding this fact, and notwithstanding this amendment, these gentlemen whom I have named come up to New Westminster and start a

petition against the Bill on the very ground that it gives us that power." That was what I said, and that is what I think I was quite justified in saying.

Mr. Bole.—I didn't write a letter to the public meeting; I wrote a private letter to Mr. Robson, City Clerk, and if he read it at the public meeting I can't help it.

Mr. Irving.—I don't like to interfere with Mr. Wilson's cross-examination, but I think this part of it is hardly in order.

123. Q.—Other than these expenditures mentioned in these statements, are there any other illegal expenditures—I don't want to say it discourteously, but in the sense that proper authority to make them was lacking—any other illegal expenditures made by the corporation last year?

A.—No illegal expenditures made, so far as I know. I am not going to admit an insinuation and have you tell me afterwards that I admitted these expenditures were illegal. This expenditure on the electric light plant was legal, every cent of it.

124. Q.—Well, are there any other expenditures, the validity of which is doubtful?

A.—One, at all events.

125. Q.—Have you any idea of the amount?

A.—It is given there; I think it is about \$1,200. It was for the soundings in the river. We have been since advised that it is illegal, that is, beyond our power; we had no right to do it. It was done in good faith, and under a by-law passed by the people, but we have since been advised that it was outside the limits of the corporation, and we had no right to do it.

126. Q.—Are there any others?

A.—The pontoons and landings on the Surrey side, and the soundings, I think, cover all that we did and had no power to do.

127. Q.—Then, adding them all together, roughly, what is the sum total of the doubtful expenditures?

A.—Taking the figures I have already given, about \$3,000.

128. Q.—That doesn't include the amount expended on the water works, which is a doubtful expenditure?

A.—No, there is no doubt about that expenditure at all.

129. Q.—Doubtful, so far as its legality is concerned?

A.—There is no doubt as to its legality. The Council has perfect power under its charter to spend money for water works, and the only question is whether the Council has a right to make contracts in advance of the people, and as this Government sends down a long string of special warrants, and as every Government spends money in advance of any appropriation, I should say that this was a question to be decided by the ratepayers. We know that the ratepayers want us to go on with these works, and we take the best time, financial and otherwise, for putting these by-laws before them; but as far as expending the money is concerned, we want no power to do that without their consent. The money which we have expended, apparently without having the right to do so, so far as I can remember, I confine to those two things. Say \$1,700 or \$1,800 for the pontoons and ferry landings on the Surrey shore, and \$1,200 for the soundings in the river.

130. Q.—Then there is only about \$3,000 of expenditure that requires to be validated by this Bill?

A.—So far as I am aware.

131. Q.—Why not limit the expenditure to be validated by that Bill to \$3,000 and nothing more?

A.—I don't know why. You must ask the legal gentleman who drew up the Bill; I don't understand legal questions. As I said before, we went to Mr. McColl and said: "Please draw up a Bill, giving us power to run these works." That was our object; we were not troubling about the expenditures at all. He put in all these other things.

132. Q.—These things you didn't really want in it, did you?

(Objected to by Mr. Irving.)

A.—I tell you that I put myself in the hands of the legal officers of the corporation with regard to these things.

133. Q.—But I understand you to say that there is only about \$3,000 that requires validating by this Bill?

A.—That is all I know about.

(Objected to by Mr. Irving.)

Mr. Wilson:—Well, Mr. Brown is the only witness you bring forward, and if he doesn't know all about it, there must be something which is being kept back from the Committee.

Witness:—As far as I know, and as far as I am personally concerned, I only know about the \$3,000, and I would be perfectly satisfied that the Bill should go through limited to \$3,000; for, as I said, the City has full power to expend money for water works, and full power to expend money for electric light, and when the ratepayers have passed a by-law authorizing us to raise money for these purposes, it will recoup our advances already made.

134. Q.—Outside of that \$3,000, you are prepared to abide by your own judgment?

A.—On my own judgment, yes; but the City has a solicitor, and I am not going behind his opinion.

Re-examined by Mr. Irving:

135. Q.—In cross-examination by Mr. Bole, you were asked about the cost of constructing the system of water works?

A.—Yes.

136. Q.—Who made the first estimate?

A.—I said Mr. Hill, yesterday, but I have since been informed that it was Mr. Wilmot.

137. Q.—His calculation was \$200,000?

A.—Yes.

138. Q.—Later on, Mr. Hill made another calculation?

A.—Yes, last year.

139. Q.—And the amount, in his opinion, then necessary was \$380,000?

A.—Yes.

140. Q.—Was there any difference between the two areas proposed to be supplied with water?

A.—Yes. Mr. Hill didn't question Mr. Wilmot's estimate—he simply extended it; and then the price of iron, as the Committee are all aware, has gone up since that time; the duty on steel and iron has risen since that time, and freights have also risen; and the largely extended area of the distribution system makes a great difference. I believe both estimates were accurate at the time each was made. It is five years since the first, and Westminster has doubled, I think, since then.

141. Q.—Now then, as to the ferry—will you show the difference between the old ferry and the new?

A.—The change was made to get a clear, straight track (indicated on map). There was a bar on the old crossing that the "K. de K." got on very often, but so far the "Surrey" has not gone ashore on the new crossing.

142. Q.—Are roads being built on the Surrey shore to connect with the new landing?

A.—Yes; a road has been built straight out.

143. Q.—Now, Mr. Punch obtained an injunction against the corporation of the City of New Westminster, restraining them from paying the contractor for building the wharf on the Surrey side—from paying the balance of the money due him?

A.—Yes.

(Injunction put in and marked Exhibit P.)

144. Q.—Prior to the obtaining of that injunction, most of the money had been paid to the contractor?

A.—Yes.

145. Q.—Do you know how much money, then, the injunction affects?

- A.—Somewhere between \$300 and \$500, to the best of my recollection. It was three or four months ago.
146. Q.—So that the only practical effect of that injunction is to prevent the contractor getting his money?
(Objected to by Mr. Bole.)
A.—That is the effect of it, and the only effect that I know of.
147. Q.—Restrained at Mr. Punch's request?
A.—Yes.
148. Q.—The corporation are restrained from paying the contractor, at Mr. Punch's request?
A.—Yes. But we will have to pay him some time, and I don't know how we are going to manage it.
149. Q.—It was suggested that the electric light machinery was a failure?
A.—Was it.
150. Q.—It was suggested in cross-examination?
A.—It must have been by someone who was not acquainted with it.
151. Q.—Were there any grounds for the suggestion?
A.—The concensus of opinion is that it is a grand success. Of course, a belt broke once; that may happen anywhere.
152. Q.—There has been no failure?
A.—No, it is all first-class.
153. Q.—Mr. Bole: Are you not aware, that in the action in which Mr. Punch obtained the injunction against the city, he also claims heavy damages by reason of their infringing that agreement?
A.—I never heard of it, until this minute.
154. Q.—Mr. Bole: Are you aware of it now?
A.—If you say it is a fact, why, I will have your word for it.
155. Q.—Mr. Bole: Then you never heard of it before?
A.—Never was told anything of the sort.
M. Irving: Does Mr. Bole assert that Mr. Punch has brought an action against the city, for damages, for moving that landing?
Mr. Bole:—No, I only ask the question. I am so informed, but never saw the writ.

W. N. BOLE, appearing as a ratepayer. Sworn.

I trust you will remember, Mr. Chairman, that I haven't the advantage of having counsel to represent me in this matter. I may say that I appear, and oppose this Bill, as a ratepayer of the City of New Westminster, and as a ratepayer of the Municipality of Surrey, and I shall state, shortly, my objections. With respect to the water works, as I understand this Act, it seeks for further powers for the construction of water works, under the definition of the word "works," and, it appears to me that, for the construction of all proper water works, the city charter already gives the City Council all the power required.

Mr. Irving:—Am I to understand that Mr. Bole is merely making a statement, or is giving evidence on oath?

Chairman:—Mr. Bole is on oath.

Witness:—I object to these water works, in the first instance, because, when this estimate first came out we were told, and I believe that, for a wonder, the newspapers on both sides agreed, that we were to have a complete water service and supply to the city for \$200,000. I hadn't a technical knowledge of the matters in question, but from what I had heard of water works in other places, it appeared to me that the estimate was entirely wrong. A very small number voted against the by-law, and of that number I was one. I voted against it, not because I didn't think the City of New Westminster required water works, but because I thought that the estimate was drawn up without a proper regard to circumstances, and that when the money came to be expended, it would be found not to be sufficient to provide the city with water, and I voted against it on that account. And now, we are told that \$180,000 more is required, and there is nothing to show that when that \$180,000 is spent, that we will not be as far away as ever. That clause in the contract

for stopping the work really means nothing, as it provides for damages and, as Mr. Wilson said, really only comes to the same thing as the present law on the subject. What I say is this: If, as stated by Mr. Brown, he is sustained by 99 out of 100 ratepayers, I see no reason why he should come to this House and seek for such extraordinary legal powers to do what the Council already have the power to do. You will see in a moment that it is practically the case, that contracts, amounting to \$46,000 in excess of the \$200,000 voted, are either contemplated, or have actually been made. Now, while it is perfectly legitimate for the ratepayers to make by-laws for the future expenditure of money, I am not quite sure that it is legitimate for them to make whitewashing by-laws assenting to previous expenditures. Now, what I say is, that they should have moved under the charter and got the consent of the ratepayers, so that everyone paying taxes would have a right to be heard; and further than that, in the event of an objectionable by-law, any of the ratepayers have a right to go before the Court for an injunction and have the by-law tested; whereas, if these by-laws are declared just and valid by Act of Parliament, the Courts can have nothing more to say about it. Now, to the steam ferry—I object, as a ratepayer of Surrey. I happen to be one of the owners of a piece of land immediately adjoining the old ferry landing, which has been laid out in town lots, and has been referred to in that matter of Punch against the corporation. At the time the agreement, which has been referred to, was made, it was desired to donate to the New Westminster Southern Railway Company the sum of \$150,000, but, inasmuch as the railway didn't come into the city limits, it was necessary to have a portion of the Municipality of Surrey enclosed within the limits of the City of New Westminster, and for that purpose, as the railway terminated on land the property of Mr. Punch and myself, it was necessary to obtain our consent and have a portion of our property included within the limits of the City of New Westminster, in order to make the way clear to give a bonus to the railway company. In the negotiations leading up to that it was agreed that the ferry charter was to be surrendered and the new ferry landing was not to be made lower than the western end of Mr. Punch's property, and not more than two chains from my property. I object to the new landing on the Surrey side—as I surely have a right to object—on the ground that there is an agreement, entered into between the corporation of Westminster and of Surrey.

Mr. Irving:—Has Mr. Bole that agreement in his possession?

Witness:—No, it is in your possession.

Mr. Irving:—Well, if you wish to refer to it, there are means of providing for its production.

Witness:—Now, Mr. Chairman, I say that I object to this matter, on behalf of myself and of the adjoining owners, on the ground that the moving of this ferry landing a distance of some 40 or 50 chains down the river, is a serious injury to our property. It is a breach of that agreement, and, more than that, it is asking this Committee to settle, by Act of Parliament, a matter now in dispute in the Courts. The matter is now in the Courts, and in reference to what I believe Mr. Brown has stated about Mr. Punch refusing to give a right of way through his land for a new road, I think it was very natural that he should look upon it in this way: That the corporation had broken their agreement with him and then had come to him and asked him to assist them in breaking that agreement; and it was something more than flesh and blood could stand. Now I believe that the injury to my land, caused by the moving of the ferry landing, is at least \$6,000 or \$7,000, and I submit that one's private rights ought not to be taken away in this manner, without the fullest opportunity being given all parties to be heard. Mr. Punch is lying seriously ill, but I am glad to say he is recovering. I saw his legal adviser the other day, and he said that Mr. Punch was seriously ill, and that the medical adviser will allow no one to approach him. He owns 90 acres, whereas I only own an interest in 45. This change of the landing takes the

ferry away from the main trunk road, established by the Government at very great expense, and this road mentioned by Mr. Brown is simply a connection between the Scott road and the ferry; the trunk road is left out in the cold, without any ferry whatsoever. With respect to the erection of a building for a public library, I have already suggested the objection we had to that. The corporation are going into the business of landlord and tenant. It is exceedingly unfair to other ratepayers to put them in competition with the corporation, who are erecting stores with the ratepayers' money. It certainly is an adoption of a principle which, I think, ought not to be encouraged. There is no earthly reason, if this principle is allowed, why the municipalities should not enter into the manufacture of boots and shoes—which, of course, they could do much cheaper, working with other people's money—and compete with the ratepayers. I am of opinion that the principle is mischievous in the extreme, and that municipalities ought to be strictly confined to the carrying out of those duties which the law has imposed upon them; and I think that if municipalities would confine themselves to those duties they would find their hands full. With respect to the electric light machinery, I am glad to be in a position to say that I can speak with perfect freedom. My only interest in the gas company is in the gas bill. I have nothing more to do with the gas company than to pay the bills, which, from time to time, they are pleased to present. I am not at all prepared to say that electric lighting is not an advantage, but I don't think that electric lighting is such an advantage that it should induce the Municipality of Westminster to adopt it without having gone through the formalities required by law. As a ratepayer, I feel that is a very dangerous precedent. If the corporation illegally incur an expenditure of \$50,000 this year, what is to prevent them incurring an illegal liability of \$150,000 next year, and then coming to this House and saying: "Oh, you whitewashed us last year, and we were misled; we thought we could do as we liked, and that all that we had to do was to come in and get a little Public Bill through the House."

Mr. Irving:—I must object to these statements made by Mr. Bole going in as evidence.

Witness:—I might just point out here, Mr. Chairman, the extraordinary position taken by the Corporation. Instead of courting the fullest enquiry, the most strenuous efforts—in which they have only been defeated by the determination of the Committee to give us fairplay—have been put forth to prevent our being heard at all. I wish to point out that the people, who claim to be our representatives, are very anxious that we shall not be heard at all. The first principle of law—general law—is that you can't take away a man's rights or his property without giving him a right to be heard. Here, the Corporation, through Mr. Brown, have endeavoured to prevent our being heard at all. To resume: again, I say, that the principle is one mischievous in the extreme; and the excuse, if excuse it be, as I understand it, is that the Council hadn't time to prepare the necessary by-law to put before the people. That is not a good excuse at all. On the 15th of September, 1890, this Electric Light By-law was passed, and surely, sir, there was plenty of time to have submitted it to the electors. You must remember, Mr. Chairman, that it is all very well for the Mayor to say, "Oh, the by-law will be carried by a sweeping majority, and we can do just as we like, as we represent a majority of the votes, and you people in the minority haven't a right to be heard, and we will sweep you out of sight by the vote."

Mr. Brown:—Excuse me, one moment. Mr. Bole is making statements on oath, and I think it is very hard that he should be allowed to impute to me statements which I have never made, and to put an entirely wrong construction on my words. I merely said that we were aware that the citizens of New Westminster were strongly in favour of this Bill, and we know that they are.

Witness:—What I say is that I have a right to put that construction upon Mr. Brown's words and conduct if I think proper, but it is for the Committee to say whether I am right or wrong. The extraordinary conduct of Mr.

Brown leads one to ask: "Why all this extreme sensitiveness on the part of the Corporation of New Westminster and these efforts to prevent our being heard?" To resume at the point where I was interrupted by Mr. Brown: If a by-law is proposed and we object to it, we have a right to go to the Court and test the legality of that by-law. This little plan has been devised as a short cut to get rid of all that. With respect to the evidence, the facts of which I wish to speak are these: First, in regard to the Water Works By-law. The amount originally voted has been exceeded; and, but for the enquiry here, I would have had no earthly means of ascertaining that information.

Mr. Irving:—Do you make this statement on oath?

Witness:—As far as I know, if I went to ask the City Clerk what contracts there were I would simply be depending on the courtesy of that City Clerk. Now, sir, with respect to these water works, I say that to-day I learned for the first time that \$46,000 was expended over and above the \$200,000 voted; and, further, that it was distinctly stated in the papers, and not denied by the Corporation, that \$200,000 only was the amount required to construct the water works. I never heard it stated that any further sum was necessary. Now, with respect to the steam ferry. You are all fully aware that the ferry landing has been changed from the place to which it ran for many years in Brownsville, at the end of the trunk waggon road, to, I think, lot 7 or 8—some lots opposite the town—and that the change has caused a great advance in the price of that property, and a depreciation in the price of property in the neighbourhood of the old ferry landing. Now, sir, of course there is this difficulty. I have to talk to you as counsel, and I have to give evidence; but I wish to point out to you, as counsel, that when people talk of submitting by-laws, valid under this Act, to the ratepayers for their assent, it is nonsense. It appears to me—subject to the correction of the much greater leading lights who have decided on it, although I am not aware of any leading lights having decided on it, except those personally interested in the matter—that if you declare all these contracts valid and effectual there is nothing to prevent a contractor, under such a contract, coming into Court and enforcing it, whether the consent of the ratepayers is obtained or not. I don't think that a contractor, with a contract declared good by Act of Parliament, would have to go to the ratepayers to have his contract declared effectual. It appears to be the most idle foolishness possible. It appears from the evidence of Mr. Brown that, after all, the illegal liabilities of the Council amount to only \$3,000. Then, if that be so, if this Bill is to pass at all, it ought to be restrained to the \$3,000 and nothing more. I hardly think that would meet the views of the promoters. As Mr. Wilson pointed out a moment ago, it certainly looks as if something was being kept back; and I must say that view is very much strengthened by the strenuous efforts made on behalf of the Corporation by Mr. Brown, their authorized agent, to prevent the opponents having a hearing; and I must also say that it was a most discourteous thing to get up a public meeting to decide the question while it was under the consideration of a Committee of this House. It only shows the inconvenience which arises through Mr. Brown sitting in this House as a member for a city and being Mayor of that city at the same time. It simply puts him in a dual position, and dual positions are seldom filled to advantage.

155. Q.—Mr. Semlin:—You object to the water works?

A.—Yes.

156. Q.—To removing the ferry?

A.—Yes.

157. Q.—And to the Corporation acting as landlord in connection with the library building?

A.—Yes.

158. Q.—And you object to their want of authority in the expenditure on the electric light?

A.—Yes.

Cross-examined by Mr. Irving :—

159. Q.—When was this Water Works By-law for \$200,000 passed?
 A.—I couldn't tell you ; I think in June, 1889. There is one thing I wanted to say, Mr. Chairman, which I had forgotten. I have an objection to this Bill, inasmuch as it is calculated to seriously injure the financial standing of the city of New Westminster.
160. Q.—At the time this by-law was passed had you not a tank of your own?
 A.—I had an interest in one—a share in one—so had a great number of others.
161. Q.—Do you know how they voted on the water works question?
 A.—I couldn't tell you ; but, speaking from recollection, a very small number voted against it. I myself would have voted for it if I had thought that the money would be advantageously expended, but I saw that the engineers who had charge of the undertaking didn't sufficiently understand the construction of water works. I would be glad to-day to see the water works constructed.
162. Q.—Is there any contract between you and the Corporation of New Westminster with reference to the landing of that ferry?
 A.—I don't know that there is ; I haven't heard of it.
163. Q.—Any contract between you and the Corporation of New Westminster with reference to running that ferry to the old landing?
 A.—With me personally? Not that I am aware of ; but I may say that at the time that Mr. Punch and I agreed to give up the land and let it go into the City of New Westminster this agreement was the outcome,—the outcome of our agreeing to give up the land. I may say that it increases our taxation on that particular land very seriously.
164. Q.—Was your 45 acres taken into the city?
 A.—I only own half of it now. About two acres, I think, was taken in. Just sufficient to let the railway run in, and I consented to let that piece be taken in, and this agreement was one of the outcomes of that.
165. Q.—Has not that agreement between the Municipality of Surrey and the City of New Westminster been thrown on one side—haven't they agreed to abandon it?
 A.—I am not aware of it.
166. Q.—Has the City of New Westminster ever collected any taxes on that land of yours across there?
 A.—I really don't recollect that they have ; I don't think they have. My impression is that there was nothing about those taxes in my last assessment ; a fact for which I am truly grateful, no doubt, but they can tax it any time they like.
167. Q.—How is it, then, that you say that the taxation has been increased?
 A.—I say, made us liable to increased taxation ; liable to have a serious increase in our taxes.
168. Q.—Have you looked at the New Westminster Incorporation Act?
 A.—Not lately.
169. Q.—Are you aware of any power given in that Act to build a library building?
 A.—I haven't looked at it for so long that I really couldn't say. I am not complaining of their building the library. I am complaining of their inaugurating the principle of building stores for rent.
170. Q.—Of the general principle of the library you approve?
 A.—I approve of the library, but I strongly object to the stores being put up on any pretence whatever. I don't object to the public money being devoted to the building and furnishing of a public library, pure and simple, but I object to any part of the people's money being spent in the erection of stores.
171. Q.—That building is erected, is it not?
 A.—It is in course of erection.
172. Q.—Are they using the lower portion for stores?
 A.—It is not finished yet, and I haven't examined the plans.
173. Q.—How do you know then that they are using it for stores?
 A.—An architect said to me the other day : “ You had better put up some stores, because there is such a tremendous rush for the library stores that the corporation are putting up.” That is how I come to know it.

174. Q.—Mr. Wilson :—You stated, Mr. Bole, that the passage of this Act would injure the credit of the City of New Westminster.
- Mr. Irving :—On what principle is Mr. Wilson cross-examining Mr. Bole?
175. Q.—Chairman (on the application of Mr. Wilson) :—What are your reasons for stating that the passage of this Act will injure the credit and financial standing of the City of New Westminster?
- A.—Well, Mr. Chairman, that requires rather a lengthy explanation. To begin with, I think it is the first time in the history of Canada, that any city, governed by municipal law, has illegally spent large sums of money, and then come and asked any Legislative Assembly, by a Public Bill, to legalize the expenditure of such money. And, sir, if the principle is to hold good in the City of New Westminster, financiers and capitalists, who are proverbially timid, would come to the conclusion that our financial basis as a city stood on quite a different footing from that of Victoria and other cities in the Province. Because, if they were told, that no matter what liabilities this city might incur they have sufficient power in the local House to get themselves white-washed, capitalists would be afraid of the corporation running themselves into debt, beyond the possibility of redemption. I also form that opinion in consequence of a conversation I had the other day with Mr. Ward of the Bank of British Columbia.
176. Q.—Mr. Croft :—I suppose you think that if we whitewash the City of New Westminster, the principle may be applied to other cities?
- A.—In the interests of the country it is opening the door to a dangerous precedent. This Bill ought to have come in as a Private Bill, and if it had so come in, the ratepayers would have had many rights which at present they do not possess. If it had come in as a Private Bill we could have gone into the Courts and got an injunction restraining, not the House, but the petitioners from proceeding with the Bill, and that, of itself, shows that the distinction is not merely a technical one, but one of the utmost importance—and so we complain that a Bill of this kind has been brought into the House as a Public Bill, when it should have been brought in as Private Bill, and surrounded with all the necessary safeguards.
177. Q.—Mr. Eberts : Do you state that as a legal proposition?
- A.—Yes, you will find it laid down in the 9th edition of May. When a Private Bill is brought in, any parties injured by it may apply to the Court and, upon proper cause shown, obtain an injunction, restraining, not the House, but the petitioners from proceeding with it.
178. Q.—Mr. Kellie :—What do you understand to be the meaning of that term you use—“whitewash?”
- A.—Parties having done that which they have no right to do, or no legal occasion for doing, and then coming to the proper authority and asking it to say, that notwithstanding the illegal nature of the act, it was lawfully and properly done.

HON. T. R. McINNES, called and sworn :

About the middle of July last, Mr. Herring and myself, who had obtained a charter to light the City of New Westminster, and supply the citizens with lights for private use, wanted an understanding with the Council of the City of New Westminster as to the number of lights they would be willing to take. I spoke to Mr. Brown, the Mayor, and one or two of the Aldermen, and a meeting was arranged. We met, and at that meeting made a proposal—two, in fact. The first was to supply 100 arc lights—Thomson arc lights, which I believe are acknowledged to be the best—at the same rate that the Electric Light Co. of Vancouver supply the City of Vancouver. I think, speaking from memory, it was forty-four cents a night. We also made another proposition, if the Council didn't feel disposed to accept the first, and that was, to place the capital of the company at \$50,000, and then, if they didn't see fit to enter into an agreement for five years on the terms we have just mentioned, the same as the City of Vancouver had done with their Electric

Company, we would allow them to take from \$15,000 to \$20,000 in stock, or two-fifths of the entire amount of the stock. We were willing that they should take that, and have a director on the board to see that everything was done in the interests of the city, as well as in the interests of the company. We met the Light Committee and made this proposition to them, and they reported to the Council. Mr. Herring and myself attended the meeting, but no action was taken on the report; it was merely ordered received. Now, our estimate of the entire cost of putting in 100 arc lights and 650 incandescent lights for private buildings amounted to only \$50,000, and we left a good margin. That was on the authority of experts in Toronto and in Ottawa. However, nothing was done; no notice was taken of the proposition. Now, in respect to the water works: It has been stated here, by Mr. Brown and others, and a map has been produced to show, that the area to be supplied was double that contemplated two or three years ago. Two years ago last July—or August, I forget which—the gentlemen holding the charter for the Coquitlam Water Works—which charter gave them power to extend down to Vancouver—namely, Mr. Major, Mr. Corbould, two Mr. Hills, Mr. Wilmot, and, I think, Mr. Hunter, approached some four or five of us, namely, Mr. Ewen, myself, Mr. Wilson, and Mr. Elliot, and wanted us to join them, and proceed with the construction of water works to supply New Westminster; and after a great deal of difficulty in ascertaining the amount that they had actually expended in furthering that enterprise, we got them down so that they were willing to accept \$10,000 in full for all they had done—for the charter, and for all they had done in clearing the line for the pipes, all the surveys, one trip to England and one or two to San Francisco. Subsequently, some six months after, the thing fell through. Then the city, I understand—and I don't think Mr. Brown will deny it—paid \$20,000 for the same thing that the company agreed to give to us for \$10,000. But what I want to state more distinctly is, that a population of 25,000 was provided for in that estimate of \$200,000; and it was Mr. Hill's estimate, and not Mr. Wilmot's; and in Mr. Hill's estimate the greatest cost would not exceed \$200,000, including the distribution service. In regard to the electric light business, I would like to say that the most charitable construction I can put upon the statement made yesterday by Mr. Brown is, that he is either hard of hearing, or else misunderstands things. I distinctly swear that I never made any such statement as that mentioned by Mr. Brown yesterday, and, as evidence of that, Mr. Herring was at the meeting with the Committee, and has all the evidence. But, anyway, if I did make any private statement to Mr. Brown, I don't think that it is quite the thing for him to make use of it in public, but I never made any such statement, because it would be utterly monstrous to make that proposition privately to Mr. Brown, and then, a day or two afterwards, come before the Light Committee and make an entirely different one. Mr. Herring has the notes of the proposition made to the Committee, taken down at the time.

Mr. Brown:—When I spoke, I did forget that it was in the nature of a private and not an official communication; and now, as we were there alone, it is a mere matter of veracity. All I can say is, that the sum of \$40,000 certainly was named. I never enquired into the Light Committee's figures, but they told me that the offer couldn't be entertained. Perhaps I was wrong in saying anything about it, as it was in the nature of a private conversation. I have telegraphed up to New Westminster to see if notes of that interview were taken, and if so, they will be produced here.

Witness:—I may also say that it is only about two or two and a half months ago since I wrote to the Chairman of the Light Committee, offering our charter for about one-half what it cost us, but no, they couldn't do that; they wanted the offer left open for a month or so—in other words, until Mr. Brown got this Bill through.

(Committee adjourned until Wednesday, 11th March, 1891, at 10:30 A.M.)

LEGISLATIVE BUILDINGS, 11th March, 1891.

Meeting of the Select Committee, consisting of the Members of the Private Bills Committee, appointed to consider and report upon the "New Westminster Enabling Act."

Present — Messrs. Martin (Chairman), Eberts, Keith, Hall, and Semlin.

P. Æ. Irving, Esq., for the Corporation of New Westminster; Chas. Wilson, Esq., for the opponents of the Act.

Proceedings continued from Tuesday, 10th March, 1891.

HON. T. R. McINNES. (Cross-examination by Mr. Irving, continued.)

1. Q.—You were interested in the Electric Light Company, I understand?
A.—Yes.
2. Q.—Which company were you in?
A.—The Electric Light and Motor Power Company.
3. Q.—Incorporated in 1889, was it not?
A.—In 1890. I think it was a little over a year ago.
4. Q.—One of the objects of that company was the supplying of private light to the people of New Westminster?
A.—And the city, and using it as a motor power.
5. Q.—And also supplying the light to private people?
A.—Yes sir.
6. Q.—You got a Private Bill—was that opposed by any person?
A.—Not that I am aware of. I was not here; Mr. Herring superintended. I was in Ottawa at the time and, consequently, cannot give any evidence on that point.
7. Q.—But, so far as you know, the Gas Company did not oppose your Private Bill?
A.—I do not know.
8. Q.—Your proposition was to supply 100 arc lights to the City of New Westminster, and charge them 44 cents per night?
A.—I think that was the sum. The same, anyway, that the Vancouver Company supplied the City of Vancouver.
9. Q.—That would involve an expenditure in lighting the streets of about \$16,000 a year?
A.—I have not heard about it; the formal (former) offer was we would place 50 in at the same rate, or 100, if my memory serves, for a less sum; but 50 we thought was all we would require at first.
10. Q.—When your recollection was fresh yesterday you told us you would put in 100 at 44 cents a night?
A.—Yes.
11. Q.—And the second offer of 50 at another rate was not mentioned yesterday. Let us deal with the offer you spoke of, namely, 100 at 44 cents, that would amount to about \$16,000 a year? That is what you proposed the city should pay you?
A.—I suppose something like that, but I think it was 50 that the city proposed to take at that time, and I am not positive whether we made the proposition to give them the light at a reduction if we supplied 100—if they took 100 arc lights.
12. Q.—Was it not that if they took 50 lights you were to charge them 50 cents a night? You were going to increase the price if they took the smaller number? Let me show you this report from the committee—that may refresh your recollection.
A.—Yes; I did not take any notice.
13. Q.—It looks like it, does it not?
A.—It is very probable that this is so. I think that is probably the substance.
14. Q.—That would cost the city, then, for about 50 lights, on your offer, about \$1,000?
A.—I don't think quite that much. I did not figure it up; it is a matter of simple multiplication.