

corporation for the entire sum of \$200,000 to be handed over to the Consumers' Company, without receiving any supplies whatever other than what had been so converted into plant. This allegation is not made in the statement of claim. It is further alleged that the company refuse to recognize any right in the city to demand or obtain any "supplies" from them, and make a claim upon the city for the sum of \$3,771.79, being the value of supplies, over \$3,000 worth, converted into plant between 30th April and 17th July, and this claim, the plaintiff alleges, is, upon the true construction of the agreement as executed by the mayor, well founded.

Plaintiff claims a declaration that the document executed by the mayor is not the agreement of the municipal corporation, and that the alteration by the mayor was material and wrongful and a breach of duty, for which the mayor is answerable in damages to the ratepayers; a judgment declaring the nullity of such document and ordering its cancellation, and requiring the mayor to execute an agreement in the form authorized by council; and an injunction against payment of the sum of \$3,771.79, or any other sum by the municipal corporation to the liquidator of the Consumers' Company; a personal judgment against defendant Ellis for \$3,000 to be paid to the corporation of the city of Ottawa; and a declaration that plaintiff, as a ratepayer, has been injured and damnified by the mayor's alleged breach of duty, and that plaintiff, on behalf of himself and all other ratepayers, is entitled to recover \$3,000 as damages for such breach of duty and wrongful acts of defendant Ellis.

At the conclusion of the argument I expressed the opinion that, if plaintiff had any status to maintain this action, it should not be stayed or dismissed as frivolous or vexatious, and that the alleged prolixity of the 15th paragraph of the statement of claim could be more conveniently, and in this case quite adequately, dealt with in the taxing office. To that opinion I adhere.

Without at all determining what, upon the true construction of the document actually executed, is the effect of the insertion of the alleged unwarranted words, "on hand on the 30th April, 1905," it seems to me reasonably clear that, if these words give to that document the effect asserted by the Consumers' Electric Company, and affirmed by plaintiff,