MAYOR'S SEWER VETO

Says the Contractors Have Been Literally Dead With.

COUNCILMEN THOUGHT OTHERWISE

And So Passed the Appropriation over the Mayor's Veto—By a Big Vote.

Following is the veto message of the Mayor's as received by the Council at the regular Council proceedings as published in another part of the News:

Gentlemen—The special appropriation in favor of Donnellan, Shields, Morris, Hudson & Wilkerson, amounting to the sum of $[illegible] for work done and material furnished in the sewer on Main street, as per the ordinance passed by the Council on the morning of March 31, 1896, and transmitted to me on the same day, for my signature, is hereby returned to the Council without my approval.

The facts in regard to this claim are substantially as follows:

On August 26, 1895, the commissioner filed a claim against the city with the board of public works and for the engineer for extra work done and materials used, performed and furnished on the sewer on Main street, including the sum of $[illegible] which was allowed by the board of public works, leaving a balance of $[illegible] to be paid by the city officers as the work progressed. The claim was disallowed by those officers as being in excess of the amount for which the sewer could be built for the contract price.

Afterwards, on February 24, 1896, the commissioner filed a claim for the balance of the work done and material used on the sewer, and asked the attention of the Council to the matter. At a large meeting, at which the claim was discussed, the Council passed a resolution authorizing payment by the city of $[illegible], and the committee finally recommended the payment of $[illegible] on the ground that it was the contract price for the work. This recommendation was made in spite of the fact that the commissioner had stated that the sum paid was not sufficient to cover the cost of the work, and that he had written to the Council to that effect.

The report of the committee then recited that the Council could, legally or not, pay the claim, and that it was better to do so than to have the work in question in the high court of chancery. The committee also stated that the Council was in a position to be sued by the contractors if it should refuse to pay the claim.

Last night the Council was presented with a letter from the commissioner of public works, in which he protested against the payment of the claim, and stated that the Council was in no danger of being sued if it should refuse to pay the claim. The commissioner also stated that the contractors had agreed to take the matter before the Supreme Court if the Council would pass a resolution authorizing the payment of the claim, and that the Supreme Court would decide the matter in a few weeks. The commissioner also said that the Supreme Court would be glad of an opportunity to decide the question involved, as there are many claims against the city which are in the same predicament as the claim of Donnellan, Shields, Morris, Hudson & Wilkerson, and the Supreme Court would be glad of an opportunity to decide all such claims at the same time.

The commissioner also said that the contractors had agreed to wait for their money until the Supreme Court could decide the question involved, and that they would not sue the city if the Council would pass a resolution authorizing the payment of the claim.

The Council, in passing the claim, was evidently under the impression that it was compelled to do so, or else be sued by the contractors, and that the Supreme Court would decide that the claim was a legal one. As a matter of fact, the Supreme Court would not do any such thing. The Supreme Court would decide the question submitted to it, and would not be influenced by the fact that the Council had passed a resolution in favor of the plaintiff in the case.

Legally, the Supreme Court would decide that the Council had no authority to make the contract with Donnellan, Shields, Morris, Hudson & Wilkerson, for the reason that the Council had no money with which to pay the claim when it was made, and because the amount of the claim was in excess of the amount for which the sewer could be built for the contract price. The Supreme Court would also decide that the Council had no authority to pay the claim, because it was not a legal claim against the city, and because the Council had no money with which to pay the claim when it was made.

The Supreme Court would also decide that the Council had no authority to make the contract with Donnellan, Shields, Morris, Hudson & Wilkerson, because the Council had no money with which to pay the claim when it was made, and because the amount of the claim was in excess of the amount for which the sewer could be built for the contract price