

The Township Council adopted the Q.A.P. in October, 1993. This action was commenced in July, 1994, following which Council directed Township staff not to purchase any products from the plaintiff unless they complied with the Q.A.P.

In the Spring of 1995 the Township contracted with the plaintiff for the supply of a quantity of winter sand, and with Mussell's Trucking to transport the sand to its storage facilities. Nichols refused to permit Mussell's Trucking to handle his sand because of an on-going dispute with that company. The Township, therefore, arranged to obtain the sand from another supplier. Nichols then initiated Small Claims Court proceedings against the Township; this action was dismissed.

The evidence of both Frank Gelinas and David Anderson is that subsequent to that litigation the Township Council, meeting in camera, directed staff to cease all business relationships with the plaintiff.

THE ISSUES

I have set out the background to this dispute at some length because the amended statement of claim contains allegations of intentional torts. Injurious falsehood, unlawful interference with economic relations and conspiracy are pleaded and a claim is