

CITY OF TORONTO AND LEAK.

city, stated (among other things) that during the arbitration a question arose, which was very much debated, whether Leak was to have allowed to him in the valuation of the hundred feet taken for the esplanade the expense which it was alleged he had been put to in constructing the esplanade: that after the parties had concluded their cases, the arbitrators met on the 16th of October last, and they all agreed that the price to be allowed the city for filling Leak's lot, and for the work done by the city on the esplanade thereon, should be \$715.62: that beyond that he, Manning, did not agree with the others, but the following matters were then discussed: the land to the north, extending from the top of the bank to the water's edge, being ten feet deep, by the breadth of Leak's lot, was valued by the other arbitrators at \$250, to which he objected. The hundred feet taken for the esplanade by the city was valued to Leak at \$5,280 (being at the rate of £20 per foot, upon a frontage of sixty-six feet, of the depth of one hundred feet) by the other two arbitrators, who then charged against Leak the sum of \$1,760, being one-third of the said \$5,280, for the increased value of the lot by reason of the improvements, the whole making together, upon a balance, the sum of \$2,554.38 in favour of Leak. Manning did not agree to any of this. The other two arbitrators contended that Leak was entitled to the amount for the work which he had done upon the esplanade, Manning being of a contrary opinion, as well as upon the value of the land, which, at that rate, he calculated would be about \$34,800 per acre. Dennis said his mind was fully made up, and proposed that they, without Manning, should go from Mr. Cooper's office, where they then were, to his (Dennis') office, further to consider their award. They went to Dennis' office, but Manning did not go in with the other two:

That he, Manning, never was present at any further meeting or discussion, nor had he notice of any other meeting of the arbitrators, except that he knew the other two arbitrators went, as above stated, to Dennis' office: that he did not hear of the letter written by Mr. Dalton until after the award was made, and was never consulted by them about it: