

The letter above mentioned was as follows, addressed to J. Stoughton Dennis, Esq.

" Toronto, 17th October, 1863.

DEAR SIR,

Re Leak and the Corporation of the City of Toronto.

In this case I have to request that you will have the amounts found by the arbitrators upon the different heads of claim on either side appear upon the face of the award.

I refer here particularly to an item of claim by Mr. Leak for the land taken for the esplanade. You are aware that I have strenuously argued that the filling done by Leak upon the esplanade cannot be added to the price of his land. The amount of this item is large, about £700, and the arbitrators cannot have arrived at an award without coming to a decision upon it.

I have a strong opinion on the question, and in justice to my clients I must endeavour to take the decision of a court upon the subject, should you decide that Mr. Leak is entitled to add to the value of the 100 feet the assumed expense incurred by him in filling it up.

It is the practice of every court, as far as I know, to afford facility to parties in taking the opinion of the ultimate authority upon points of law. A judge will always, for such a purpose, give his reasons at length. I am sure I only do you justice in supposing that you wish law and right to prevail, and that it would be impossible that you should attempt to cover up, by the form of your award, the real ground of decision, by which parties who have chosen you as a judge between them may be precluded from obtaining the opinion of a higher court upon important questions of law, involving a large amount of money.

I write this very hurriedly. You have already expressed to me, in conversation, that you decline to accede to my view, but I think it my duty to put the above in writing, and further, to beg you to consider well whether it can be right that the award should be in such a form that the city cannot take the opinion of the courts of law upon so pure a question of law, and upon which the rights between the parties must almost wholly depend.

I write this for your colleagues and yourself, and of course desire Mr. Vankoughnet" (Leak's attorney) "to be made aware of it."

The affidavit of Manning, the arbitrator appointed for the