THE GODSON AWARD AT LAST

JUDGE MACDOUGALL DELIVERS IT TO THE CITY COUNCIL.

It is Particularly Severe Upon A. W. Godson—Exonerates Ex-Ald. Baxter but Declares Certain City Officials Guilty of Accepting Bribes—Contractor Godson Hands His Defence to the Mayor.

The Godson award has at last seen the light. Yesterday afternoon Judge Macdougall delivered the precious document to the Mayor for presentation to the City Council. Owing, however, to the adjournment out of respect for the memory of the late Ald. Gillespie it was not read, but copies were distributed to the press. The document is a lengthy one, and capped as it is by one from Mr. Godson the two together make quite interesting reading.

The judge, after reciting the various resolutions of council which led to the investigation and touching lightly on the proceedings of the court of inquiry, refers to that man Cooper in the following language:

In the conclusions at which I have arrived, and which I now beg to report, I have not in any one instance relied upon the unsupported oath of Cooper, but in every case have been able to confirm the same by amply independent corroborative testimony. It is only fair, however, to Cooper to say that in every matter of any importance disclosed to by him he has been uniformly sustained by other satisfactory evidence; so that whatever opinions may be held as to the motives which induced him to make these disclosures, the fact nevertheless remains that he appears to have sworn to startling if unwholesome truths.

His Honor finds to his satisfaction that five out of the seven charges against ex-Inspector William Lackie have been sustained, particularly in certifying to false measurements of stone, thus enabling Godson and West to make large profits, and being in the pay of these contractors. The late Inspector Robert Wilson, who is dead these two years, is also adjudged guilty of having received bribes from the contractors. The only charge established against Robert Carlton, foreman of the Queen's Park, is that he was in the habit of borrowing money from Godson.

Ex-Ald. Baxter is exonerated in the following fashion:

I do not find any of the charges against ex-Ald. Baxter sustained. It is perhaps unfortunate that during several years, and while he was chairman of the Board of Works, there should have been, admittedly, a very close intimacy between himself and A. W. Godson, a contractor having extensive contracts throughout this period with the city. This intimacy was marked by interchanges of many small favors calculated, when known, to excite unfavorable and adverse comment. Upon the evidence I acquit Mr. Baxter of any improper motives or intentions; but a contractor guilty of boldly corrupting a number of city officials to aid him in defrauding and plundering the city treasury cannot be exonerated from having an object in view when he bestows a succession of even small favors upon the chairman of the principal municipal committee which he, the contractor, has to deal with.

It is Contractor Godson particularly that the judge hadles without gloves. He finds that he secured payment for 10 private drain connections in the Portland-street sewer which were never constructed. In supplying gravel to High Park the judge decides that the contractor received $68.50 twice for the same job. Godson is found guilty of fraudulent overcharges in the matter of the Exhibition-road gravel contract, the Dundas-street sewer job, the gravel and stone for the Queen's Park and the gravel for the Queen-street-avenue, Continuing, the judge says:

The foregoing cases, however, pale into insignificance before the developments which the evidence reveals as to the frauds committed in carrying out contracts with the city for the supply of broken and unbroken stone by Godson or Godson & West in the years 1878 and 1879. The full details of these accounts are shown in Godson's books, and by a comparison of the facts thus supplied with the contracts and vouchers produced the city departments it is clearly established that the city treasury has been plundered in large amounts.

In one transaction alone, covering from Sept. 1, 1878, to December, 1879, it is found that Godson made a net profit of $7067.64. Another item amounts to $1796.24, which, according to the books, was divided between Godson and West, then partners in the stone contract: "Following these startling disclosures," says the judge,

I find that Godson was in the habit of presenting pay sheets to the city supposed to represent the names of men employed to break stones, and the amount of their wages. He represented that he had advanced the amount of these wages to the men and would pre-ent what purported to be orders from the laborers to receive their money from the city. Between $500 and $600 was collected in this way in the year 1878. I have these sheets and orders before me. In a number of cases the names of the so-called stone-breakers are the names of Godson's bookkeepers, clerks, teamsters and various other people, and last, but not least, the name of Godson himself as a stone-breaker, with an order from himself to himself to receive $4.32, the value of the stone presumably broken by himself. In a large number of cases it requires no expert in handwriting to determine that the writing of the order to pay over, the signature to the order, and the signature of the supposed witness, are all in the handwriting of A. W. Godson. It has been clearly proved that the names of a number of these persons were the names of persons who never broke a stone in their lives, and that the names were used to make up a fictitious account and payment thereof obtained by this system of glaring fraud—a thing only possible by the purchased connivance and assistance of inspectors, foremen and civic employes.

Judge Macdougall concludes as follows:

You have now before you, Mr. Mayor, the results of this important and much-vexed investigation. It rests with the City Council and the law officers of the Crown to say how crimes such as have been disclosed shall be further dealt with. Whether they are to serve only as discreditable and disgraceful illustrations of a page of civic history, or whether, in another place, those implicated by the evidence may be compelled to make answer and to receive the punishment which ought to overtake the perpetrators of such offences, I am glad to say I do not have to determine.

Mr. Godson told The World last night that his first business to-day would be to issue a writ against Judge Macdougall. "He does not act in his capacity as judge in such matters, and when he steps from the bench to do this work he must take the consequences."

Mr. A. W. Godson handed the following letter to Mayor Clarke, on the above award being laid on the table:

To His Worship the Mayor:

SIR,—I desire to bring before your notice and that of the council my answers to the different findings of the investigator, as contained in his report. Before doing so I desire to explain why I declined to continue my attendance before the investigator, which perhaps may best be done by referring shortly to the proceedings before that officer.

For many years prior to the passing of the res Intlions by the council I have reason to believe that a conspiracy had been entered into by two of my discharged employes named Cooper and Hardy, for the purpose of extorting blackmail, as I had been the recipient of numerous letters from these parties, in which they demanded money as the price of their silence in respect of certain contracts which I had carried out for the corporation, and amongst others the Eastern-avenue bridge and Dundas-street sewer. I felt conscious that I was entirely innocent of any attempt to defraud the corporation, and I therefore refused to be blackmailed and told these parties that if they were possessed of information showing that I had defrauded the corporation they should bring it before the notice of the council. After the lapse of a considerable time and when Cooper discovered that his efforts to extort money were fruitless he lodged his information in the hands of a member of the council, and the resolutions under which the investigation has proceeded were thereupon passed.

At the opening session of the investigation I appeared with my counsel and expressed my willingness and ability to give a satisfactory answer and explanation to every charge that could be laid against me. I handed over all my books and papers and offered to give any explanation that the investigator might require; in fact, it was my desire to facilitate the fullest inquiry into all my dealings with the City of Toronto and any charges that the witness Cooper and others might bring against me, as I felt sure that upon inquiry it would be found that there was no ground, whatever, for any charge of improper conduct upon my part.

Having adopted this course you can well understand that I was somewhat surprised and disheartened at the attitude which the investigator assumed against me, who appeared determined to let no opportunity pass without expressing his opinion as to my being guilty of the frauds and charges of which I was accused by the witness Cooper, without having heard a word in my defence and in the face of the most solemn protestations of my innocence.

One would have supposed that, according to ordinary principles of justice, I was entitled to be notified of the charges which it was proposed to bring forward and that a time should be fixed for their adjudication, and, this particularly in view of the fact that all the charges emanated from one who, upon his own confession, acted for the period of 17 years, whilst in my employ, as a spy upon my actions, and who had unsuccessfully endeavored to levy blackmail.

Under the circumstances I do not think my counsel asked any undue indulgence when they suggested to the investigator the propriety of delivering a statement of the charges and appointing a time for their consideration and disposal.

When it is remembered that at this time the investigation attracted considerable notice from the press the injustice of a long and tedious inquiry (embracing matters with which I was in no sense connected, as well as the particular charges of which I was accused), becomes the more apparent, and how an investigator, actuated merely by a desire to perform his duty, could have mapped out a course of procedure by which the accused would be kept month after month before the public, charged with almost every enormity, without any opportunity being afforded to clear himself, is difficult to comprehend, and whilst during the first stages of the investigation I was slow to believe that the investigator could be actuated by any improper bias against me, yet I regret to say that as the inquiry proceeded I was forced to the conclusion that his conduct could be attributed to no other cause.

Whilst the investigator confined his researches within the city limits, I took no steps to interfere with the course of the inquiry, as I felt confident that the public would soon discover that I was not being properly treated and a spirit of fair play would assert itself. When, however, I learned that it was purposed to change the scene to Chicago I thought that some limit as regards space at least should be set to the inquiry, and therefore applied to the courts and obtained a Writ of Prohibition.

As there seems to be some misapprehension as to the result of the litigation thus commenced, and as some perhaps consider that the decision of the Supreme Court was a declaration of the approval of the course taken by the investigator, I may state that nothing could be more contrary to the fact.

When I urged before Mr. Justice Robertson the irregular and unfair manner in which the investigation was being conducted as a reason why the proceedings should be stopped the investigator, in order to defeat my motion and by way of excuse for the irregularities complained of, took the stand that he was not acting in the position of judge or discharging any judicial functions, but was simply the paid servant of the corporation, and contended that as the writ of prohibition could only issue against a judicial officer it could not be directed to issue against him. Mr. Justice Robertson held that the investigator must be considered as exercising judicial functions and that the remedy by prohibition was applicable and should be enforced. The Court of Appeal and Supreme Court (Mr. Justice Gwynne dissenting) subsequently adopted the view that the investigator was not properly speaking a judicial officer, and therefore no matter how unfairly he chose to conduct the investigation they were powerless to prevent it.

At the time the investigation was authorized by the council I certainly supposed that it was to be held by the County Judge and was not aware that the duties pertaining to the office necessitated an abandonment of the judicial character, and I venture to say that had the council so understood they never would have passed the resolutions authorizing the enquiry. Assuming the views of the investigator to be correct, it is somewhat singular that the occupant of the office of County Judge should be selected by the Legislature to fill the position.

After having carefully read all the evidence which has been brought forward I am in a position to state that I can give the fullest and most satisfactory explanation of all the charges that have appeared in the evidence taken at the said investigation, and that I am ready and willing to appear before any fair and impartial tribunal and prove by the most convincing evidence the absolute falsity of the matters of which I have been accused.

It is of course impossible for me, in a letter, to give an explanation of everything that has been brought against me and to refer in detail to all the evidence that was taken before the investigation. There is one fact, however, which I desire to refer to, which must show to any but a prejudiced mind that I believe myself to be innocent of any attempt to defraud the corporation, and that is the fact that I brought all my books, extending over a period of five or six years and being all the books asked for by the council in charge of the investigation, before the county judge. It may be possible, Mr. Mayor, that Cooper and Hardy, for their own sinister purposes, may have made false entries in those books, of which I am ignorant, and from some matters that have transpired I believe that such has been done, but can you believe for a moment that if I have been guilty of perpetrating any frauds upon the corporation I would have handed to the County Judge the evidence of my own guilt? All the matters which have been subject to investigation are from 10 to 12 years old; all of the books containing the record of such transactions have been used by me for years, and can you think that if I were guilty and my books contained the record of my misconduct they would not have been long ago destroyed? There was ample opportunity for this. People are not expected to keep books forever, and if I had stated that they were no longer in existence what presumption could have arisen against me? I would have thought the fact of my producing my books before the investigator would have had some effect in convincing him that I at least had confidence in my innocence, and who should know better than myself, but in this I found myself disappointed.

There is but one suggestion that I desire to make in conclusion, before giving my answer to the charges, and that is: If the findings of the investigator are correct I am indebted to the corporation in a large amount of money; on the other hand, if I am innocent of any attempt to defraud the corporation I am entitled to compensation at the hands of the council. The rights of the corporation as against me (if any such ever existed) have been long since barred by the statute of limitations. I am willing to refer the whole matter to the Board of Arbitration of the Board of Trade, waiving any defence I may have under the statute of limitations, adding only in return that the city agree to abide by the decision of the board and pay such damages, if any, as the latter may consider I am entitled to for the manner in which I have been treated, and I hereewith enclose an agreement for submission, formally executed, to which I trust the council will consent to become parties, and thus give me an opportunity of clearing my character before the public.

Yours, etc.,
A. W. GODSON.

Answers to Charges.

1. "That I fraudulently and by false pretences obtained moneys from the Corporation in respect of certain culverts which were never furnished."

Your Worship is aware that with reference to the construction of sewers and culverts it has been the uniform practice of the Corporation to levy special assessments upon the different properties immediately affected by such improvements, and in many cases the amount of the appropriation for such purposes exceeded the actual cost of the work, and in former years it was the practice of the corporation to expend such surpluses for general street purposes. This fully appears from the report of Mr. Carlyle bearing date Sept. 17, 1880, and printed in the minutes of the council for that year, as the following extract will show:

"To the Council of the Corporation of the City of Toronto:

"The committee appointed by the council to investigate into the expenditure and balances of appropriations for sewers beg to report:

"1. That they have examined the books of the City Engineer's Department and find that it has been the custom to apply the surpluses which arose out of the construction of sewers for general street purposes," etc., etc.

Accompanying this report is a letter from the late City Engineer, Mr. Shanly, addressed to Mr. Alderman Morris, chairman of the Board of Works, as follows:

"Dear Sir,—I have yours of the 13th inst. re sewer balances. The chairman of the Works Committee should have been quite aware that certain portions of the pay sheets were issued to the surplus fund referred to, seeing that the pay sheet abstract which he always signed contained full details of the facts. The pay sheet abstract was laid before the committee weekly and was open to every member. Your chairman, Mr. Carlyle, especially, I always remarked, scrutinized this abstract very closely, but no exception was ever taken to it. I can give no further information than that contained in the abstracts, which I presume are in the hands of the treasurer. Yours truly,

(Sgd.) F. SHANLY."

The evidence taken before the investigation disclosed that when the sewer was originally constructed on Major-street 18 culverts were furnished by the contractor and that subsequently to the construction of the sewer I was paid on two occasions for four additional culverts, making a total of 22 culverts on Major-street. A witness testified before the investigation that he had recently counted the culverts on Major-street and only 18 could be found. Now, what is the explanation? The amount charged for the eight additional culverts was expended upon work in other parts of the city and paid for out of the surplus of the Major-street appropriation.

Again on Bellevue-avenue the original contract called for 10 culverts and the contractor was paid for that number. Upon two occasions subsequently five additional culverts were furnished and were paid for by the corporation and charged to Bellevue-avenue. There are now 10 culverts on Bellevue-avenue, the number called for by the original contract. The amount charged for the 10 additional culverts was expended for work in other parts of the city and paid for out of the surplus appropriation.

In the same manner I might go through the remaining streets which were referred to in the evidence before the investigation and with a like result.

Now surely, Mr. Mayor, I have some cause of complaint against those in charge of the investigation that a matter of this kind should be brought forward, which to the general public would appear not susceptible of explanation, but anyone who was conversant with the manner in which the sewer surpluses had been expended would be well aware of the answer.

2. The next charge which I propose to deal with is that I and my former partner, Mr. West, obtained payment from the city for 500 yards of gravel, when in reality only 383½ yards were supplied, and you will remember that if the reports of the newspapers were correct, it was in consequence of this charge that the investigator recommended Mr. Lackie's suspension. This gravel was supplied about 12 years ago at the Exhibition grounds, and the certificate upon which Mr. West and myself were paid by the city was signed by the late Mr. Shanly and initialed by Lackie. The evidence upon which Judge Macdougall based his decision was the following entry: "255 loads equal 383½ yards," made in my ledger in pencil by Hardy, who is now in Chicago, from whom, as already stated, I have received letters written for the purpose of extorting blackmail; and the statement of a witness that an ordinary load of gravel was 1½ yards. It is quite true that 1½ yards is an ordinary load, but it is equally true that many wagons will carry a considerably larger quantity, and as I am in a position to show that the wagons used in respect of this particular work were fitted up with boxes of an extra size, which would hold about two yards, any suggestion of fraud is altogether uncalled for.

With reference to the pencil memo of my former bookkeeper, there can be no doubt as to what his object and intention was in making the entry. He knew that 500 was called for by the contract, and he entered 383½ yards for the purpose of making it appear that the full amount had not been delivered. He was aware that, although I was particular in going over my cash book, that I very seldom referred to any of the accounts in the ledger and he knew the entry would never come under my notice. Probably he made it after receiving notice of dismissal from my employ. This pencil memorandum—255 loads equal 383½ yards—can only have been made for some sinister purpose, namely, with a view of manufacturing evidence against me and as a part of the scheme to extort blackmail.

3. The next charge that I propose to deal with is that I was guilty of fraud and forgery in connection with obtaining payment from the city of different accounts of corporation stone breakers, and of having inserted in the pay rolls names of persons who were not actually stone-breakers. As you are aware, before the block-paving system was adopted, the city used enormous quantities of stone for macadamizing purposes. There was at one time a rule adopted by the corporation that all the stones should be broken by the corporation laborers, and in order to insure this being done it was directed that all the names of the stone breakers should appear upon the pay roll. If, therefore, a contractor entered into an agreement with the city to supply a quantity of stone, this stone would have to be broken by the corporation labor-rs, and a list of their names and of the amounts to which they were entitled in respect of the stone broken by them made out and certified by the city inspector who measured the stone, and the different persons whose names were set forth therein would receive payment of the moneys coming to them from the city. Now it frequently happens that the corporation had no immediate appropriation on hand which could be applied in payment of the breakers, and also it often happened that the contractors would be notified in advance that large quantities of stone would be required by the city at some future date, so it becomes customary for contractors to themselves employ and pay the corporation laborers and draw from the city the moneys to which such laborers otherwise would be entitled, and as it was difficult if not impossible to keep an accurate record of the different amounts of stone which each laborer broke, it became usual for contractors to insert, in lieu of the names of the actual breakers, some other name, often that of the contractor himself, or of his bookkeeper, and receive payment from the city for the ordinary allowance for breaking, upon the amount of stone delivered to the corporation. In this manner my own name frequently appeared as a stone-breaker, and also that of Cooper, as well as Hardy, who were in my employ. Both of these parties were perfectly well aware that their names were being used in the manner stated, and I had their fullest sanction, consent and authority for both inserting their names and being the list of breakers and drawing the moneys nominally coming to them, but in reality belonging to me. This rule was nominally adopted by the city contractors, and was known and acquiesced in by the Engineer and other officials, who were aware that in many cases it was an impossibility to adhere to the strict rule laid down by the corporation.

4. The next charge is that I said my former partner, Mr. West, twice received payment of an account for $58.50 in connection with gravel supplied to High Park, both of which payments appear credited in my ledger. I had altogether forgotten the fact that such an account ever existed, and I have not had an opportunity of looking into my books in connection with this account, but from what Mr. Patterson, the cashier, stated in his evidence, it would appear that this account had been paid twice. Mr. Patterson explained how he supposed the mistake arose on the part of the city, and so far as I may have been at fault, all I can do is to express my regret that such a mistake should have occurred, and to request the treasurer to charge me with the amount of the account and interest. The mistake, if it has been on my part, probably arose in this manner: A considerable time usually elapses between the time when an account is rendered to the city and its payment, often several months, and in some cases years, and as the city has always been extremely careful in connection with the payment of accounts I could never have supposed when I was told by the cashier that the sum of $58.50 was coming to me that the account had been previously paid. If the amount had been a large one it is scarcely possible that such a mistake could have been made, but I am forced to the fact that I signed two declarations, one in July and another in November, as to the correctness of the account, this being a matter simply an oversight which might occur with anyone. Can anyone believe, however, that had I been dishonest enough to knowingly commit a fraud upon the city on one account I could have been so foolish as to allow Hardy, my bookkeeper, to enter the second payment immediately under the first in my ledger and divide it as between myself and partner as a profit? It is perfectly true that I may have checked off the payment in my cash book, which would have been done the same evening that the account was received and in forgetfulness that it had been paid some five months previously, but I would see first and the last time the entry ever came under my notice, as I certainly never saw the account in my ledger, which would have been posted by my bookkeeper. You must recollect, Mr. Mayor, that the work I have done for the corporation usually represents a very large amount, and scarcely a week has elapsed for years without accounts having been rendered by me to the city and others paid, and, although it may appear strange that such a mistake should have arisen, still, when you consider the extent of the business I have had with the corporation, it would probably be equally strange that a mistake should never occur. Is there any merchant in the city of extensive business some time during which a somewhat similar mistake has not occurred? Is there anyone who has never received a bill twice? If these mistakes will of necessity occur sometimes why should I be accused of fraud because I unwittingly received payment of an account a second time? Surely I am entitled to credit for being so foolhardy as to wilfully try to defraud the city in connection with such a paltry matter.

5. Another matter which came before the investigation was the Dundas-street sewer, where it was contended that Mr. West and myself had been paid for a large amount of lumber in excess of that used upon the work.

I must state my surprise that the investigator thought proper to take up so trivial a matter in consideration of this matter, as it was considered and disposed of years ago. Owing to the sandy character of the soil in Dundas-street in constructing the sewer more than the usual amount of lumber and planking was required for shoring purposes, and the late Mr. Shanly, the then engineer, did not deem it prudent to allow the lumber and shoring to be disturbed. Before our account for the work was presented Mr. Shanly had left the office of City Engineer, and upon the account coming up for consideration exception was taken by the Board of Works to the so apparently large charge for lumber in connection with the sewer. Mr. Coatsworth thereupon suggested, in order that the board might be satisfied as to the correctness of the account, that the sewer be opened up every 100 feet for the whole length of the sewer and the amount of lumber computed. This was accordingly done and the account paid.

With reference to the statement at the investigation, that more lumber was paid for by the corporation than my books showed to have been used upon the work, I may state that the only lumber which would appear in my books as charged against the sewer would be new lumber purchased expressly for the work, whereas both Mr. West and myself had a large stock of old lumber and plant on hand which we were accustomed to use for shoring purposes, and the value of this lumber would not appear in my books as charged against the sewer.

6. The first matter taken up by the investigator was the Eastern-avenue Bridge. The tender for this work was sent in by Mr. Myers and myself and it was arranged that he should build the structure while I should make the approaches. The gist of this charge was that whilst the contract price was to cover both the structure and the approaches, I had been paid for the latter as an extra. After, however, the matter had been under consideration for a couple of weeks, the original contract was discovered in one of the city offices, which exactly bore out my contention, and the charge thereupon collapsed.

7. A further charge brought against me was in connection with the Portland-street sewer. I was accused of having obtained payment of $10 in respect of some private drain connections, which it was claimed were not put in. Personally I had nothing to do with the work in question, as it was under the superintendence of my partner, and I therefore have no knowledge of the matter. I remember, however, that this charge came up years ago before the Board of Works for consideration and was, as I understood, considered and disposed of. However, I never had any personal knowledge of the matter.

8. The charge, however, of perhaps the most serious nature, at least so far as amount is concerned, is that I received payment from the city for stone to the value of some $7000 more than my books showed I ever had in my possession.

This certainly must have appeared to the public a very startling accusation, but fortunately, no charge is easier of explanation. Even if my books showed the actual amount of stone which I purchased from time to time and that I had received payment from the city for a considerably larger quantity this could in a measure be accounted for by the fact that I always purchased unbroken stone and only sold it to the city after it had been broken by the city stone-breakers, and, as a tolse of stone will increase about one-third in the breaking, you can readily understand that it would appear that I had delivered a considerable quantity in excess of what my books would show had been purchased. My books, however, which were in the possession of the investigator, did not by any means show the quantity of stone taken from stock from time to time. In the year 1875 Mr. West and myself entered into a contract with the Central Prison to supply 2000 toise of stone, which it was intended should be broken by the prisoners, but, owing to the council having resolved to accept no stone unless broken by the city breakers, a very large quantity of the stone which had been delivered at the prison was thrown on my hands, as the records of the prison will show, and none of this stone, as I believe, appears in my books in connection with the stone account. The only stone of which an accurate record is kept in my books would be that purchased and paid for by measurement, and, as a matter of fact, the books practically merely record the quantity of stone purchased from vessels at the wharf, as such stone was always bought and paid for at actual measurement. In addition, however, to the stone purchased from vessels, I bought large quantities of stone from farmers along the line of the Northern Railway. This was seldom or never purchased by actual measurement, but I would give so much for a particular pile of stone or a carload as the case might be. The stone purchased in this manner, as well as that collected by my teams in the vicinity of the city (whilst they were not employed in other work I always kept them occupied hauling stone), was deposited at the different breaking stations, but was seldom, if ever, measured, and the only record which my books would show in regard to such stone was an entry as to the amount paid the farmers and the freight. In other words my books would only show the stone which I bought and paid for by the toise, whilst stone collected by my teams or brought in by train was almost invariably purchased by the pile or carload from the farmers and never measured, and the only entry, as I have stated, which my books would contain as regards such stone was the amount of the actual cost.

A. W. GODSON.

Submission to Arbitration.

This agreement made the 13th day of April, A.D. 1891, between Arthur W. Godson of the City of Toronto, contractor, of the one part, and the Corporation of the City of Toronto of the other part:

Whereas in alleged pursuance of certain resolutions passed by the Council of the Corporation of the City of Toronto, under the provisions of R.S.O. cap. 184, section 477, the investigator therein named assumed to enter upon an enquiry as to the conduct and dealings of the said Godson with the said Corporation:

And whereas by his report dated the 18th day of April, A.D. 1891, the said investigator has found that the said Godson has wrongfully obtained large sums of money from the corporation in payment of stone and other material alleged to have been supplied to the said corporation by the said Godson, but which it is alleged by the said investigator were not in fact furnished to the said city:

And whereas the said Godson disputes the justice of the said findings of the investigator and denies that he has been guilty of any malfeasance or improper conduct in respect of his dealings with the said corporation and is desirous that a full and thorough enquiry should be had with reference thereto before some fair and impartial tribunal:

And whereas the claim of the said corporation (if any such ever existed) against the said Godson in respect of the matters set forth in the said report has long since been barred by the statute of limitations;

And whereas the said Godson claims that the said investigation was not properly conducted, in that the said investigator exhibited an unfair bias against the said Godson, by reason whereof the said Godson was in fact precluded from defending his character and credit against the unjust aspirations which were made against him by malicious and evil-disposed persons;

And whereas the said Godson has agreed to waive the defence of the statute of limitations as against any claim that the corporation may have against him in respect of the matters referred to in the said report, upon the condition that the said corporation consent to refer the matters hereinbefore mentioned to the Board of Arbitration of the Board of Trade of the city of Toronto and to pay such damages as may be awarded by the said Board of Arbitration in case the said board shall find that the said Godson is entitled to compensation in respect of the cost, trouble and annoyance which he has been put to by reason of the proceedings before the said investigator and arising thereon and incidental thereto;

And whereas the corporation of the city of Toronto has agreed to be parties to such reference upon the terms hereinbefore referred to;

Now, it is hereby agreed by the said corporation of the city of Toronto and the said Godson, their successors, executors and administrators respectively, that all the said matters herein-before referred to and all matters incidental thereto shall be and are hereby referred to the award of the Board of Arbitration of the Board of Trade of the city of Toronto as provided in their act of incorporation and amending Acts, provided that the said award shall be made on or before the 8th day of July, A.D. 1891, or any further time to which the arbitrators composing the Board of Arbitration, or any two of them, may enlarge the same by writing under their hands; and they agree that the said award of the said arbitrators, or a majority of them, under the said act, shall be final and conclusive to all intents and purposes between them; and the said Corporation of the City of Toronto and said Godson covenant and agree to abide by and perform the award so to be made and to pay such costs, fees and expenses as may be directed by such award; and it is further agreed that this submission shall be subject to the provisions of "The Act respecting Arbitrations and References" of the Revised Statutes of Ontario; and it is further provided that this agreement for reference shall in no wise prejudice or affect the right of the said Godson to institute such proceedings as he may be advised against the investigator and certain other persons in respect of the matters hereinbefore mentioned.

In witness whereof, the said parties have hereunto set their hands and seal and corporate seal.

Signed, sealed and delivered in the presence of } A. W. GODSON. [seal]
ALF. E. HOSKIN.

Public School Committees Meet.

The Finance Committee of the Public School Board met yesterday and decided to recommend the appropriation of $450 to meet the expenses of the concert to be held under the auspices of the board in the Mutual-street Rink on May 22, flower day. This amount will be refunded from the proceeds of the entertainment. It was recommended that $50 be paid to Miss West, who had been laid up for a time during the latter's absence through sickness from the Brock-avenue school. The Committee on Printing and Supplies met and passed a number of small accounts. The Sites and Buildings Committee recommended that the Bathurst-street school be sold by Messrs. Oliver, Coate & Co. and the proceeds devoted to the purchase of a new site in the vicinity, and the erection of a new school building; and that possession be retained of the old building until the new one is ready for occupation, say 12 months; and that 6 per cent. per annum be paid for rental in the meantime pending money; and that Messrs. Bell, Whitney and Fleming be appointed for the purpose of making a valuation of the property.

Jack Frost At Work.

While Jack Frost is at work it is well to know what will cure his bites, and Mr. Lorenz Nippoldt, Woodbury, Minn., U.S.A., writes, January 28, 1890: "St. Jacobs Oil was used in my family for frost-bitten feet and it cured them thoroughly. It is excellent also for fresh cuts. I speak from my own experience." Every family should have it.

Aldermen Who Are Unfortunate.

Ald. George Verral of St. George's Ward is seriously ill. This year's council has been peculiarly unfortunate in the health of its members. There is Ald. McMath, just recovered from an attack of typhoid fever Ald. Gillespie has died in California, Ald. Lindsey is there with his health in a precarious condition and Ald. Boustead has been far from well for some time past and scarcely able to attend to his municipal duties.

Oh, What a Cough!

Will you heed the warning? The signal perhaps of the sure approach of that more terrible disease consumption. Ask yourselves if you can afford, for the sake of saving 50c, to run the risk and do nothing for it. We know from experience that Shiloh's Cure will cure your cough. It never fails.

He Wired to Dismiss the Charge.

The charge against Mabel Moore of Hamilton was dismissed by the Police Magistrate at the Police Court yesterday. The offence alleged against the accused was the theft of a gold watch and chain from William J. McPherson, also from the city under the mountain. Lawyer W. G. Murdoch read this telegram from Hamilton: "Missed train. Try and get case dismissed. W. J. McPherson." The case was thereupon dismissed.

Mr. Thomas Ballard, Syracuse, N.Y., writes: I have been afflicted for nearly a year with that most-to-be-dreaded disease, Dyspepsia, and at times worn out with pain and want of sleep, and after trying almost everything recommended, I tried one box of Parmelee's Valuable Pills. I am now nearly well, and believe they will cure me. I would not be without them for any money."

The Reduction of Water Rates.

The Waterworks sub-committee on rates met yesterday, Ald. Gowanlock in the chair. It was resolved to recommend that the water rates be reduced 50 per cent. and that the Executive Committee be empowered to make the financial arrangements necessary. From the present condition of the department it is not at all probable that the reduction will come into force this year.

Much distress and sickness in children is caused by worms. Mother Graves' Worm Exterminator gives relief by removing the cause. Give it a trial and be convinced.

A New Pleasure Boat for Toronto.

A commodious and well-fitted pleasure steamer, which has been in course of construction, will shortly be launched from one of the Toronto docks. The name of her commander is not yet known, but her route will probably be from Toronto to Lorne Park and thence to Grimsby.

THROWS OUT THE AMENDMENTS.

The Esplanade Committee Recommends the Forty-Year Clause.

The Esplanade Committee of the City Council was called together yesterday afternoon to ratify the agreement with the Toronto Belt Line Railway Company adopted by the joint Esplanade Committee at its last meeting. Present, Mayor Clarke (in the chair), Ald. J. E. Verral, Burns, Atkinson, Score, Park, McDougall, Gibbs, Macdonald, Phillips, Lucas, City Engineer Jennings and Nicol Kingsmill, Q.C. There seemed to have been a change of base since the joint meeting of Friday. Ald. Gibbs and Lucas wanted the original sub-committee's report adopted, giving the T. B. L. a 40-years lease with right of renewal for other periods of 40 years, the city reserving to itself the right to compel it to go on another track on a year's notice.

The joint committee had amended this by making the period of lease 50 years with a simple renewal for the same term, omitting the year's notice clause.

Ald. Atkinson objected that it would not be courteous after recognizing the joint committee to treat its amendments cavalierly. The committee could not see it in that way, and sent the sub-committee's recommendation to council for adoption, tabling the amendments of the joint body.

Mr. Dillon's Picture Sale, Art Studio, 215 Church-street.

In presenting at the hands of Messrs. Oliver, Coate & Co. my fourth year's sales of pictures on behalf of self and associate artists I have pleasure in stating that both in extent and excellence this will be the most important collection of pictures by well-known and esteemed British painters yet introduced to the notice of art connoisseurs in this city. I have been told that "pictures are not necessaries," but emphasize my reply that "to persons of education and refinement they are," and that there are many such who largely appreciate the opportunities afforded by these sales is evidenced by the fact that of the large number of pictures annually presented at my hands during past four years, not 5 per cent. failed to find purchasers; true, the pictures were sold absolutely without reserve, and I frequently at considerable present pecuniary loss to the artist, but these individual losses are amply compensated, by the opening of new markets and increased notoriety attained, especially as the fact of a picture in such a sale being purchased considerably under its value is no depreciation whatever of its intrinsic worth, even as the purchaser who invariably realizes that through the inferiority of competitors' appreciation, the work has been acquired on terms that are manifestly unremunerative to the painter, remains well pleased to await his success in the future. John J. Dillon, artist and picture restorer.

P.S. See advertisement of sale in another column.

Hamilton's Position Discussed.

Ald. Phillips is chairman of the sub-committee that is considering the present condition of the city water, and at yesterday's meeting said that if the public had lost confidence in the department or superintendent, something had to be done no matter who suffered.

Ald. Hill took exception to this, saying he thought the committee showed prejudice from the start. If he held the views expressed by the chairman he would move for an enquiry before the county judge, where evidence could be taken on oath.

Ald. Bailey sided with the chairman and seemed to think that the superintendent was to blame. Ald. Leslie, in opposition, claimed that the pumping well was all right, but the trouble lay in the mains.

Ald. Hill called attention to the fact that the sub-committee had no power to deal with the reorganization of the department, and it was resolved to ask similar powers to the end of the full committee, the chairman explaining that Ald. Gillespie before he left for California had asked him to have the working of the Waterworks thoroughly investigated.

The Reformation Period.

The next public meeting of Toronto Church of England S. S. Association will be held in St. Peter's schoolhouse on Thursday, April 16, at 8 p.m. The Sunday school lesson for April 19 will be taught by the Rev. R. W. Biggar, M.A., Q.C. (general secretary of the association), and the Rev. Provost Body, M.A., D.C.L., will read a paper on "The Reformation Period." The corresponding secretary desires to call attention specially to this announcement, inasmuch as through a mistake of the printer the usual postal card notices were not sent out. The subject was left by all the clergy in time to announce the meeting on Sunday as usual. It is hoped that there will be a large attendance.

Assault-at-Arms.

The assault-at-arms in aid of the Orphans' Home on Friday evening promises to be one of the most enjoyable as well as amusing evenings of the season. By special request Mr. Harold Jarvis will sing "The Death of Nelson," and will be accompanied by the band of the Queen's Own Rifles. This, with the usual number of other first-class features, and the exhibition of comic and other photos should ensure a good house.

Holloway's Corn Cure destroys all kinds o corns, warts, root and branch. Who then would endure them with such a cheap and effectual remedy within reach?

Toothache cured instantly by using Gibbons ToothacheGum. 246

A Postmaster's $400 Well Cooked.

KANSAS CITY, MO., April 13.—Several months ago the postoffice at Seward, Oklahoma, was robbed. There being no safe convenient, the postmaster after that put his stamps and money in the oven of his cook stove. Yesterday he built a fire in a hurry and forgot to take the treasure out. When he thought of them the oven was red-hot and stamps and paper money were all gone. His loss was over $400.

Speaking of Tips.

A tip is a piece of special or valuable information such as this, that Hagyard's Yellow Oil is a prompt and effectual cure for croup, colds, consumption, sore throat, rheumatism, neuralgia, sprains or soreness of any kind. Known as reliable over 30 years.

A Successful Meeting.

Manchester Lodge, S. O. E. B. A., held their usual fortnightly meeting in Winchester Hall last night, President C. Meech in the chair, and 60 members present. The lodge was visited by President Grant and nine brethren from Brighton Lodge. Three candidates were initiated and one proposition received. On account of the appointment of Dr. Norman Allen as medical benefit member, Dr. Martin was appointed to succeed him as physician to the lodge.

A Great Blessing.

SIRS: I have taken three bottles of Burdock Blood Bitters and find it a good medicine for constipation and poor appetite. I will continue taking it, as it is a great blessing and I feel a great change in my health since taking it.

MRS. J. V. GREENE,
5 Sydenham-street, Toronto, Ont

McNeill is the First.

The first petition against the return of a Dominion member of Parliament was filed at Osgoode Hall yesterday. Alexander McNeill of North Bruce is the man and James Muir the petitioner. McNeill is one of the men who personally assaulted and treated Dr. Bonnar, the Reform candidate. The charge is the usual one of bribery and corruption.

Treble's perfect-fitting French yoke shirts are the best. Try a sample. 53 King-street west.

Negotiated the Loan.

MONTREAL, April 13.—The news comes today by way of Quebec that Premier Mercier and Mr. Shehyn have succeeded in making the preliminary arrangements for the new provincial loan of $10,000,000. The bankers said to be French, German and Dutch houses.

THROUGH THE LEGAL MILL.

Rural and City Litigants Receive Justice in the Civil Court.

A number of cases of minor importance were disposed of in the Civil Court yesterday. O'Brien v. Heward was an action to recover $600 due on a mortgage. Judgment was given in favor of the plaintiff for the full amount and interest at 6 per cent. In the Western Canada Loan Company v. Heimrod the plaintiffs asked for foreclosure of a certain mortgage and judgment was given in their favor. Judgment for $403 for the plaintiff was rendered in Stewart v. Turner, an action under the Mechanics' Lien Act.

In Quinn v. Kerr the plaintiff sued to recover 18 months' rent, said to be due on a house in Peterboro. The action was dismissed with costs.

One of Montreal's Belles Rescued.

It is sad to think of a young and beautiful girl, accomplished and intelligent, popular and beloved, the light of a father's heart and the idol of a fond and loving mother, being laid low with pain and suffering. Such was the sad fate that befel Miss —— of Montreal in the latter part of December of last year. This bright, vivacious girl began to complain of a generally