

THE ESPLANADE CONTRACT.

LETTER

FROM C. S. GZOWSKI & CO.,

TO THE

CITIZENS OF TORONTO.

GENTLEMEN,—Your City Council having last night decided to adopt the report of their Committee on the Esplanade, and to discharge us from our duties as contractors for that work, we desire to address to you those remarks and explanations, which would have been made to your Council, had their conduct towards us not been characterized by such a want of good faith and common justice, that self-respect prevented our holding any communications with that body—except such as, up to this time, we have been obliged to take, in defence of our legal rights. Our relations to your city, as contractors, being now terminated, by the act of your own representatives, we have no longer any hesitation in putting before you such a statement of facts, as must be conclusive as well of our own good faith as of the reckless indifference to the sacred obligations of honor and honesty, and of the best interests of the city, which have characterized the proceedings of a majority of your Council.

We felt it our duty, on a previous occasion, to state to the Mayor the facts connected with our contract, up to a certain point. We did so in hopes that that statement would have induced the City to pause, before consummating an act of wrong and of bad faith. But we speedily found that our anticipations were erroneous, and we have therefore waited the final action, foreseeing that the conclusion was decided and foregone, and that, if we acted prematurely, we might only succeed in pointing out a better way for our opponents to injure us, without the slightest hope that we should receive justice.

Our position towards the city of Toronto has been that of parties who have entered into a solemn contract and agreement, and who have, in reliance on the faith of the city pledged to them,

expended a very large sum of money, and incurred most serious liabilities. Under such circumstances, it will not be denied that it was the duty of the Council, before perpetrating an act fraught possibly with the most ruinous consequences to us—and, also, impugning most seriously the fair fame and integrity of the city—to determine, by a most careful and impartial investigation, whether any sufficient grounds existed for breaking their engagement with us; and if such grounds did exist, whether they also justified a breach of covenant towards the Grand Trunk Railway, for the right of way through Toronto.

Now, in the first place, we put the question to every candid citizen here—Have the Council secured a careful and impartial investigation? It must, in the first place, be borne in mind that the Council were one party to the contract—we were the other. The Committee appointed by them, had as its chairman a person (Mr. Adam Wilson) committed, in the most decided way, to prove, *aut fas aut nefas*, that the whole contract was based in fraud and extortion; and the majority of the members were equally so pledged. Assuming, however, that when named as judges, they would forget their prejudices as accusers, it might have been expected that common fairness would have dictated, in an enquiry of the kind, that the other party to the contract—ourselves—should have been allowed to be represented, and that they would at least have given us the opportunity of meeting our accusers face to face, hearing their evidence, and defending ourselves by such proof as we might possess. The Committee did nothing of the kind. They never intimated to us a wish, or even permission, that we should attend, as parties to the investigation. They never gave us the slightest opportunity of cross-examining their witnesses, or adducing testimony ourselves—and even had the audacity to expect us to appear as witnesses before them, in a case in which we had at least equal rights with the city, and to submit to the inquisition