

George T. Beard was before and at the time of the said election a member of the firm of "Joshua G. Beard & Sons," wood and coal merchants and stove manufacturers, in the said city of Toronto. That the said Joshua G. Beard, the senior member of the said firm, is, so far as the deponent could ascertain and verily believed, a lessee of the said corporation of the city of Toronto, under a lease from the said corporation, dated 15th January, A.D. 1849, for the term of 21 years, of Lots Nos. 2 & 8, on the east side of Church street, in said city, of an annual rental of sixty-two pounds, which said lease deponent was informed and verily believed contains the usual covenant to pay rent to the said corporation. That the said J. G. Beard, the senior member of the said firm, is, as far as deponent could ascertain and verily believed, also a lessee of the corporation of the city of Toronto, under a lease from said corporation, dated 13th April, A.D. 1863, for the term of 21 years, of a water lot to the south-east of the City Hall, on Esplanade Street, in the said city, at an annual rental of \$146, which said lease, deponent was informed and verily believed, contains the usual covenant to pay rent to the said corporation. That the business of the said co-partnership, of which the said George T. Beard is a member, is, as deponent was informed and believed, carried on upon the parcel of land last described. That the said firm of Joshua G. Beard & Sons had, as deponent was informed and verily believed, before and at the time of the said election, a contract or contracts with the said corporation for the delivery of a large quantity of coal to the New Gaol in and for the said city, and for the use of the St. Lawrence Hall in said city. That the said George T. Beard received, as the deponent was informed and verily believed, on the 13th of January last, since said election, from said corporation, for and on account of the contract or contracts last mentioned, the sum of \$1,609 09, shown in the books of the said corporation, as follows:—

Coal, &c., for Gaol.....	\$1,522 84
Coal for St. Lawrence Hall..	80 75
Culvert and gratings .....	5 50

\$1,609 09

Joshua G. Beard, the senior member of the firm of "Joshua G. Beard & Sons," in answer, made oath,—That he is the lessee from the corporation of the city of Toronto, of Lots Nos. 2 & 8, on the east side of Church Street, in the said city, under a lease from the said corporation to deponent alone, dated the 15th day of January, in the year of our Lord one thousand eight hundred and fifty-nine, at an annual rental of sixty-two pounds, for the term of forty-two years. That the said firm of Joshua G. Beard & Sons has no interest whatever in the said lease or in the property therein contained; but the same is deponent's own private individual property, unconnected in any way with the said firm or the said partnership business. That deponent holds no lease from the said corporation dated the thirteenth day of April, in the year of our Lord one thousand eight hundred and sixty-three, of land to the south-east of the City Hall; but is lessee of the said corporation under a lease from the said corporation to deponent alone, dated the thirteenth day of April, in

the year of our Lord one thousand eight hundred and sixty-three, for the term of twenty-one years, of a water lot directly south of the said City Hall, at an annual rental of one hundred and fifty-six dollars. That the business of the said firm of Joshua G. Beard & Sons is carried on upon a lot to the east of the said City Hall, of which deponent is the owner in fee simple, where his coal and wood yard and office are situate, and not upon the said lot contained in the lease last herein mentioned, but a few loads of coal and wood have, by deponent's permission, been landed at the wharf on the said lot. That the said lot of land last mentioned was leased by deponent from the corporation for his own use alone, and without any previous arrangement of any kind with the said firm in connection therewith. That there has never been any agreement, verbal or written, between deponent and the said George T. Beard, or between deponent and any member of the said firm, relating to or in any way connected with the said lot of land last herein mentioned or the lease thereof. That being in bad health, deponent has been unable to attend regularly to business during the last nine months.

Defendant made oath, that is he a member of the firm of Joshua G. Beard & Sons, carrying on business as wood and coal merchants and stove manufacturers in the said city of Toronto. That during the year one thousand eight hundred and sixty-four, the corporation of the city of Toronto purchased from the said firm a large quantity of coal for the use of the New Gaol and of the St. Lawrence Hall, in the said city of Toronto; but that as to all, except ten tons of the said coal, there never was any contract or arrangement whatever, either as to the price, quantity, or terms of payment; but the same was ordered by the chairman of the Gaol board of the said corporation, without any previous notice to the said firm, and furnished by the said firm as they might have been ordered from and furnished by any other coal merchants in the said city. That as to ten tons of the said coal, tenders for that quantity of coal were advertised for by the said corporation, and the said firm having sent in a tender, the same was accepted, and the said firm furnished the said coal in the month of September last. That no terms of payment were ever agreed upon therefor, nor any contract, verbal or written, entered into with the said corporation relating thereto, except as aforesaid; but the said tons, as well as all other coal supplied during the said year one thousand eight hundred and sixty-four, were supplied before the first day of December last, and were to be paid for on delivery or demand, and was not paid for in full until the thirteenth day of January last, only because payment was not sooner required. That on the said thirteenth day of January, and before deponent was sworn in or took his seat as a member of the council, which he did on the sixteenth day of the said month of January, the said firm was paid in full for the said coal by the corporation of the year one thousand eight hundred and sixty-four, and he, deponent, had not, when he was so sworn in and took his seat, nor had the said firm, any claim whatever against the said corporation on account thereof, nor had any dispute ever arisen between the said firm or deponent and the said corporation relating to