

sire to make out a case against us their own City Council stated that we have had all the engineering-plans, soundings, &c., performed at the expense of the city, and delivered to us free of charge, when the fact is, that every plan, sounding, document, paper, and engineering evidence connected with our contract has been made at the expense of our firm; that we have paid for everything, even to the very information supplied by us to the city, and which our enemies are now using for our injury. Among all the tortuous windings and skilful distortion of facts in the Report, we are glad the committee have in one case at least ventured on a direct assertion, and thus enabled us to convict them, of distinct misrepresentations.

"6. They are doing much less work than they agreed to do in October: for the depth of their breastwork is only nine feet, while it was to have been fourteen feet."

This again is absolutely false, as we have before stated the outer water line of the esplanade and its height were all fixed at the time of our tender and have never been varied from. The city required the Esplanade to be four and one half feet above the water level of 7th October, 1853. This level was established that day and registered by the large boulder at Queen's wharf, and the above, therefore, is a most unfair and untrue assertion. Our work is fixed by the plans and specifications, and we have no means of doing any less work than we agreed to do.

7. And lastly, they are getting as a gift the 40 feet of railway track along the whole Esplanade, which is of value enough to have paid for the construction of the entire work from one end of it to the other.

This assertion is like most others in the report of the Council, made in the most reckless and unadvised way, and has not the shadow of a foundation. We repeat our previous statement, which is fully borne out by the terms of the contract, that we acted solely as agents for the Grand Trunk; that we looked to them for reimbursement of the £10,000 allowed by us to the city; and that whether the railway paid us or not, the right of way was theirs not ours; and if we had made a good bargain about the right of way, it was not for our own benefit but for that of our employers the Grand Trunk Company.

We have now noticed the several pointed objections made by the committee, but before leaving their report we wish only to notice one other assertion, and that rather because it reflects upon one of our firm. The report states: "Mr. Thomas as says Mr. Gzowski was present in the committee room when the tenders of the others were opened." We know not whether Mr. Thomas did give this in evidence to the committee, or whether they have taken similar liberties with his statements as with our own; but we desire to state plainly and distinctly that this assertion is false. Mr. Gzowski was not present.

We have now gone over in detail the several prominent causes alleged by the committee for the course the city has adopted, and we propose to sum up what we take to be the strong points urged against us, and to make our statement in reply.

The result of the whole report of the committee is comprised in the following points.

First. That the quantity of work, especially earth filling is much below that named by us; and that no such quantity as 1,000,000 yards is required for the Esplanade.

Second. That our profits would have been excessive.

Thirdly. That the right of way is worth a sum very much greater than we agreed to pay for it; and that the contract should be broken in order to make a new bargain. If we succeed in showing that the quantity of work to be done agrees with our statements, and that our profits are not excessive, we consider that the committee by their own report must be convicted of a most hasty and ill advised decision.

Under ordinary circumstances we should not have felt it our duty to expose our business transactions, or to state either our original calculations, or the mode in which circumstances have altered them. No men of business can with propriety be called upon to explain their own views of their own operations, and it might be said by us that whether we had made a good or a bad contract, there was no obligation on us to disclose the result. In the case of the Esplanade no one has ever heard from us one word either of murmur or of exultation in regard to it; we made a certain bargain—we were bound to carry it out—and we should have done so. Subjected as we have been to a breach of contract by the city on the ground of excessive profits, we believe few contractors would have been found willing to disprove their delusion, and thereby show that no injury was inflicted on them, and we freely confess, that had our own reputation not been at stake, we might have accepted the conclusions of the committee as to our profits, as evidence in our favour, and met their charge of fraud as we best could, relying on our receiving enormous damages against the city, but we labor perhaps, unfortunately, under the delusion that good fame and reputation are more valuable than money, and we shall therefore place it beyond our power to claim hereafter prospective profits, while in doing so, we shall justify the confidence of the former City Council in making the contract with us.

First.—With reference to the work to be done. On this point we shall dismiss the minor items with this single observation, that we believe the statement of a professional man like Mr. Shanly, is more worthy of regard than those of Mr. Thomas and Mr. Howard. The committee say that the actual quantities of timber are 297,434 cubic feet. Mr. Shanly says there are 464,000 feet. We believe and know the latter figure is the amount, and we have already delivered upwards of 200,000 feet. The committee say there are only 12,577 cubic yards stone filling,—Mr. Shanly says there are 30,000 yds., and we know there are actually 32000 yds.

The great point is evidently the amount of earth filling, which the committee state at 657,193 yds. On this point we have pledged ourselves to prove that there are 1,000,000 yds., and we shall now proceed to do so.

We have in our possession, and are prepared.