

acclivity in the carriage way shall exceed one foot in thirty. from the stake marked 54, at the termination of Ebenezer Austin's contract to the commencement of Frend Wilcox's contract, at Mr. Montgomery's Inn, on the Dundas Street, on or before the fifteenth day of October next ensuing, the date of these presents, for which the said Trustees have agreed to pay to the said Thomas Montgomery, as aforesaid, the sum of eleven shillings and three pence currency per rod, that is to say for every 16½ feet of length of road so improved as above described; to be paid monthly, but no advance to be made to exceed three quarters of the actual amount of labour performed, the remaining quarter to be paid when the contract is finished to the satisfaction of the Trustees, or such other person as they may appoint as inspector. Then this obligation to be void, otherwise to remain in full force and virtue.

Signed, sealed, and delivered, in presence of)

(The man Montgomery commenced the work before the contract was signed, and hath proceeded with it nearly to completion, but has obstinately refused signing this contract, though prepared as the others are—about £20 is still detained from him till actual completion.)

W. W. BALDWIN, *Chairman.*

N. B.—And the said Trustees have also agreed to pay to the said Thos. Montgomery and the sum of five pence half-penny, for every cubic yard of earth that he shall remove from the front of his Stone House and Shed, and shall deposit the same on the East end of the Minico Bridge, in the manner pointed out to him by the Inspector appointed by the said Trustees; and further, that he will without any further remuneration, clear out the side gutters in front of his house, so that no damage will be done to the said road from its being filled up, and continue the proper form of said road.

CONTRACT No. X.

Know all men by these presents, that we, Joseph Horning, Abraham Marricle, and Andrew Gage, all of the Township of Toronto, in the Province of Upper Canada, Yeomen, are jointly and severally held, and firmly bound unto William Warren Baldwin, Esq., &c., in the penal sum of one hundred pounds of lawful money, &c., (12th August, 1830.)

The condition of this obligation is such, that if the said Joseph Horning, Abraham Marricle, and Andrew Gage, shall, on or before the 15th day of October next ensuing, the date of these presents, cut down, or cause to be cut down, the hills on the East and West sides of a branch of the River Etobicoke, at Widow Silverthorne's, according to a section of the same by David Gibson, Surveyor of Highways in the County of York, which is to reduce the same to a fall of one foot in eighteen on the West Hill, and one foot in on the East Hill, and leave the surface of the road forty feet wide, and properly raised in the centre to carry the water to the side drains, which are two feet deep, and for every cubic yard of earth so cut and deposited, they the said Trustees have agreed to give, or pay to the said Joseph Horning for the South Hill, the sum of

7d., and for the North Hill 10d. of lawful money of Upper Canada, in manner following—three quarters of the actual amount of work performed will be paid for monthly, and the remaining quarter to remain in the hands of the Trustees until the whole contract is completed to the satisfaction of the Inspector appointed by the Trustees—then this obligation to be void, otherwise to remain in full force and virtue.

JOSEPH HORNING.

his
ABRAHAM x MARRICLE,
mark
ANDREW GAGE.

Signed, sealed, and delivered, in presence of,)
DONALD CHISHOLM,
W. H. WENN.

CONTRACT, No. XI.

Know all men by these presents, that we, William Ogden, of the Township of Toronto, Yeoman, Samuel G. Ogden, of the same place, Yeoman, and William Thompson, of the same place, Yeoman, are jointly and severally held, and firmly bound unto William Warren Baldwin, Esquire, &c. in the penal sum of one thousand pounds, of lawful money of this Province, to be paid to the said Trustees, their executors and administrators, for which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, firmly, by these presents, sealed with our seals, and dated this twenty-sixth day of August, one thousand eight hundred and thirty-six.

The condition of this obligation is such, that if the said William Ogden, Samuel G. Ogden, and William Thompson, shall, on or before the first day of December, one thousand eight hundred and thirty-six, build, or cause to be built, on the original allowance for Dundas Street, at the River Etobicoke, three stone abutments, whose foundation shall be four feet below the bed of the River, if a greater depth is required, to be determined by the Inspector, and a fair allowance to be made for the same; the masonry of the abutment and centre pier to be of good hammer-dressed stones that will stand the weather, laid in good regular courses, and to be well bedded and jointed without pinning in the face, and laid in the best quality of lime mortar, and agreeably to the plan of the same by David Gibson, Surveyor of Highways, the piers are to be twenty-five feet long, and the two land piers are to be seven feet thick, and the centre pier six feet thick; the sides of the land piers to slant up and down the River at an angle of forty-five degrees, and be three and a half feet of thickness at termination, and ten and a half feet in length, the centre pier to be four feet wide at top, and terminating at a right angle at the upper and lower ends to form a breakwater, the stone work to be eight feet high from the bed of the River, and a wooden frame one foot high laid on the top of the stone work, on which the wooden work of the bridge is to rest. The timber, or bearers of the bridge, is not to be less than those of the bridge at Cooper's Mills over the River Humber, and only two feet apart, with planking six inches thick, with a good and substantial house over the same, eight