

The sixth objection is:—

"6th. Because the right of way for £10,000 has been sold at an unreasonably low price."

With reference to the right of way we shall at this time only state, that so far as our line is concerned, it is a matter of perfect indifference to us what the price of the right of way may be. We acted, in obtaining it, as agents of the railway company; we made for them what we thought an equitable bargain. The railway company would have had to pay us the £10,000 when we delivered the line to them, and neither more nor less. We have no personal interest in this question, and never expected or desired to make one shilling profit upon it. The whole allegations and insinuations of the committee and its members on this matter are therefore perfectly baseless and unfounded.

The seventh objection is—

"7th. Because the sum to be paid of £160,000 for the entire work is an exorbitant and unwarranted sum, as it can be made manifestly to appear, by reference to the following statement."

This objection will be found fully answered in a future part of this statement.

The eighth objection is—

"Because three years and a half have been given for the performance of the work, while Mr. Thomas allowed the others who tendered, the period of only two years."

As the Committee do not lay any stress on this point—we presume they are aware it is unimportant and certainly affording no ground for a breach of contract.

The ninth and last objection is—

"Because there are 166 feet appropriated for public purposes and the Railway track, while the city is only entitled to 100 feet, and the price of the other 66 feet has not yet been ascertained, even if it should be a necessity to take that 66 feet at all, which your Committee believes there it not."

To this we need offer no reply, it may be a charge against the former city Council, but it is certainly none against us, as it is certainly a matter entirely irrelevant from the contract, the disposition the city choose to make of the Esplanade, when finished.

Besides the foregoing nine objections to our contract, we find in a subsequent part of the Report, seven distinct allegations against us, which we shall here dispose of—

"1st. From the time of Gzowski & Co.'s tender on the 7th of October, 1853, they have had their teeth-filling, as before adverted to, curtailed in the deepest part for several thousand feet in extent."

This statement is not true. The line of Esplanade, as laid out in the bay, is precisely that designated on the plan, and therefore we have not had "our earth-filling curtailed in the deepest part for several thousand feet in extent." The difference in distance remarked on by the committee as existing in the several plans in no respect affect the outer water line of the Esplanade, which was the same on them all; and the at-

tempt to make it appear that we were benefitted by this change is most unjust, as a simple inspection of the plans will prove. Our tender was to fill out to a certain line for a certain price, at all risks as to distance or depth; that line was designated on the plan, and we have never made the slightest attempt to change it.

"2d. They have had their earth filling fixed upon an estimate of 1,000,000 of yards,—while it does not nearly amount to that quantity."

This is untrue in two respects. First, our contract being for a gross sum, it is quite immaterial in the end what estimate is made; and secondly, the quantity of earth work does amount to 1,000,000 yards, as we shall presently prove.

The third objection is—

"They have had their price for it assumed at much more than the 1s. 3d. per yard they had offered to do it for."

To this we reply as before, that we never offered to do the earth filling or any other portion of this work at detailed prices; and that neither the estimate of price nor quantity were or could be material portions of the contract.

The fourth objection is—

"They have had a large discount granted to them when they agreed to take debentures at par."

This is simply untrue. The Act required the city to issue its debentures at par. We made our own estimate of their real value, and thus arrived at the sum which we considered it prudent to offer to construct the esplanade for, receiving such description of payment. For the committee to assume that the city debentures were, in October, 1853, worth par, is ridiculous, and it is equally absurd to suppose we did not make such allowance in our price as would in our judgment cover such discount. The committee, however, have displayed singular ingenuity in warping every circumstance connected with the contract; fairness might have dictated a reference by them to the cash value of the payment to be made to us in debentures; but the reader will look for this in vain in their Report. The committee apparently have thought that it was our business to get par for their debentures, and that all must be profit between the cash cost of the work and £150,000. Hereafter the rate-payers of the city may find to their cost that the Esplanade when paid for in cash, will require some sacrifice on their debentures.

"5. They have been allowed for engineering four times as much as the engineering is worth;—for what engineering is there left to be performed, when they have had plans, estimates, specifications, and soundings, performed at the expense of the city and delivered to them without charge?"

This is a distinct mis-statement, one of which the committee must have been deliberately guilty. We are allowed nothing for engineering—it is all included in the gross sum, and in the progress estimate on which we were to have been paid; the amount is only placed at £1,800 per annum, which we know it will cost us not the city. Will the citizens of Toronto believe that in their de-

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