

*J. M. Kilgour*

JUDICIAL INQUIRY

APPOINTED TO

INQUIRE INTO THE ERECTION OF BUILDINGS IN  
THE TOWN OF MIMICO AND THE ADMINISTRATION  
AND ENFORCEMENT OF THE RESTRICTED AREA AND  
BUILDING BY-LAWS IN RELATION THERETO: THE  
DESTRUCTION OF RECEIPTS, VOUCHERS, INSTRUMENTS,  
ROLLS OR OTHER DOCUMENTS, RECORDS AND PAPERS  
OF AND BELONGING TO THE TOWN OF MIMICO: AND  
THE SALE OF ANY LAND OWNED BY THE TOWN OF MIMICO.

REPORT

OF

HIS HONOUR JUDGE J. AMBROSE SHEA

Toronto

21967

R E P O R T

APPOINTMENT AND TERMS OF REFERENCE.

Under Section 241 of The Municipal Act, Revised Statutes of Ontario, Chapter 249, the Corporation of the Town of Mimico passed the following Resolution, dated May 29th, 1961:

"MOVED by Alex. Halliwell,  
SECONDED by D.M.Smith,

BE IT RESOLVED: THAT, pursuant to s. 241 of The Municipal Act, R.S.O. 1960, cap. 249, His Honour Judge J.A. Shea, a Judge of the County Court of the County of York, be requested to investigate any matter relating to:

(a) the erection of buildings in the Town of Mimico, and the administration and enforcement of the restricted area and building By-laws in relation thereto, during the period from the 14th day of May, 1953 (the date that By-law No. 1766, the first restricted area By-law of the Town of Mimico, was passed) with especial reference to the period from the 12th day of May, 1958 (the date that By-law No. 1853, the present restricted area By-law of the Town of Mimico was passed);

(b) the destruction of receipts, vouchers, instruments, rolls or other documents, records and papers of and belonging to the Town of Mimico during the period from the 14th day of May, 1953, and

(c) the sale, during the period from the 14th day of May, 1953, of any land owned by the Town of Mimico.

FOR: Councillor Halliwell  
Councillor Smith  
Mayor Griggs

AGAINST: Councillor Mrs. Goodwin  
Councillor Johnson

"CARRIED"  
(Sgd.) "HUGH GRIGGS"  
Mayor"

COUNSEL APPEARING:

|                                                        |                                                      |
|--------------------------------------------------------|------------------------------------------------------|
| Walter M. Martin Esq., Q.C.                            | - Council for the Mimico<br>Town Council.            |
| Aubrey E. Golden Esq.                                  | - Counsel for the Mimico<br>Ratepayers' Association. |
| G.W.G. Gauld Esq., Q.C.                                | - Solicitor for the Town of<br>Mimico                |
| D.G. Kilgour, Esq.                                     | - "                                                  |
| Sanford World Esq.                                     | - for John William Book,<br>Building Inspector       |
| Charles L. Dubin Esq., Q.C.<br>and Gerald Soloway Esq. | - for Arthur Iamarino,<br>Building Contractor        |
| Carl Vipavec Esq.                                      | - for Joseph Kastelic,<br>Building Contractor.       |
| B. W. Papernick Esq.                                   | - for S. Traub,<br>Builder                           |

HEARINGS:

Hearings were commenced before me at the John English School, Mimico, on the 17th day of July, 1961, and continued on July 17th, 18th, 19th, 20th, 21st, 24th, 25th, 26th, 27th, 28th, 31st, and August 1st, 2nd, 3rd and 8th.

In all some forty six witnesses were called, and 174 Exhibits were filed. The testimony of some of those principally concerned was necessarily of considerable length.

During the course of the hearing from time to time, and on motions of Counsel that the Inquiry be enlarged, and as it was deemed advisable to give full scope to the Inquiry, such motions were granted, and the Inquiry enlarged accordingly.

Authority to enlarge the scope of the Inquiry is contained in Section 1 of The Public Inquiries Act; R.S.O. 1960, Chapter 323, and the Municipal Act, R.S.O. 1960, Chapter 249.

In accordance therewith further Resolutions were passed by the Corporation of the Town of Mimico, and these are set out as follows:

EXHIBIT 69.

Date: July 19, 1961.

"MOVED by L.J.Ferrie

SECONDED by Alex. Halliwell.

BE IT RESOLVED: THAT, in addition to the matters set out in the resolution of Council dated May 29th, 1961, His Honour Judge J.A.Shea be requested to investigate the following:

(a) The closing of the Rex Theatre, Mimico, on or about March 25th, 1961;

(b) The receiving and opening by the Town of Mimico on June 22nd, 1961, of tenders for certain roadways.

FOR: Councillor Ferrie  
Councillor Smith  
Councillor Halliwell  
Mayor Griggs

AGAINST: Councillor Goodwin  
Councillor Johnson

"CARRIED"

(SGD) "HUGH GRIGGS"

Mayor

EXHIBIT 95

Date: July 21, 1961

"MOVED by Alex. Halliwell

SECONDED by D.M.Smith

BE IT RESOLVED: THAT, the Inquiry now being conducted By His Honour Judge J.A. Shea pursuant to the request of the Town of Mimico be enlarged to include the sale and/or transfer of lands by the Town of Mimico to Mr. Hugh M. Griggs in the years 1939 and 1941 and any subsequent transaction in regard thereto as may appear to be pertinent.

FOR:

Councillor Smith  
Councillor Goodwin  
Councillor Halliwell  
Mayor Griggs

AGAINST:

None

"CARRIED"

(SGD) "HUGH GRIGGS"

Mayor

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After the conclusion of the evidence, it was found necessary to give Counsel an opportunity to review the record, which by then amounted to 2,256 pages of transcript. Argument was subsequently heard at the City Hall, Toronto, on September 22nd, and October 18th, 1961.

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INQUIRY

At the opening of the Inquiry on July 17th, 1961, Mr. Walter Martin, Q.C., Counsel for the Town of Mimico, filed notices in connection with the Inquiry which were published in the press. There were three insertions in the Mimico Advertiser, two in the Toronto Star, two in the Toronto Telegram, and two in the Globe and Mail. Copies of these notices were filed as Exhibit 2. Copies of the By-laws of the Municipality relevant to the Inquiry were filed as Exhibits, namely:

|                                                                                          |           |
|------------------------------------------------------------------------------------------|-----------|
| <u>BY-LAW 1766</u> -                                                                     | Exhibit 3 |
| <u>BY-LAW 1790</u> - amending By-law 1766                                                | Exhibit 4 |
| <u>BY-LAW 1111</u> - as amended March 23, 1954, containing amendments to #1766 and #1790 | Exhibit 5 |
| <u>BY-LAW 1852</u> - the present Zoning By-law                                           | Exhibit 6 |
| <u>BY-LAW 1853</u> - the present Building By-law                                         | Exhibit 7 |

At the outset, Mr. World, appearing for Mr. Book, stated that very serious allegations had been made against Mr. Book in the newspapers by Mr. Robert Walton in connection with the closing of the Rex Theatre on May 27th, 1961, and Mr. Book wished to answer these allegations at the Inquiry. In view of the seriousness of these allegations and their importance to the people of Mimico, Mr. World made a motion that the Inquiry be enlarged to include inquiring into this matter. His motion was granted, and a Resolution of the Town of Mimico was passed on July 19th (Exhibit 69).



Mr. Martin requested a further enlargement of the Terms of the Reference with respect to the opening of certain tenders on or about the 23rd of June, 1961. Authority to inquire into this is contained in the aforementioned Resolution passed on July 19th.

Mr. Golden made a motion to the Court that the Municipality subpoena and pay conduct money for approximately 24 witnesses to be called by the Ratepayers' Association and approximately 20 more who might be called and who would be subpoenaed later. As it appeared that the appearance of the first 24 witnesses had been arranged, I held that a ruling in connection with the expense of calling the additional 20 witnesses be deferred and be dealt with if and when the matter came up, if agreement between the parties could not be reached.

Mr. Golden made a further motion that an Architect and Surveyor be appointed by me for assistance at the Inquiry, to examine plans and surveys of the buildings referred to, and report as to alleged infractions. Mr. Golden was asked to submit his request in writing. This was subsequently done. The motion was dismissed, on the ground that I had no authority to appoint an Architect or Surveyor to assist at the Inquiry and to direct that the Municipality pay the expenses incidental thereto.

The first witness called by Mr. Martin was Mr. Lionel James Ferrie. A brief summary of the evidence given by him is given below.

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LIONEL JAMES FERRIE (Sworn)

Mr. Ferrie stated that he had been associated with the Town of Mimico as one of its officials since 1923. In 1923 he was Tax Collector and Assistant Clerk, and he was appointed Clerk-Treasurer in 1933, holding that office until October 1st, 1960. At the present time he is a member of the Council, and Chairman of the Property Committee.

Prior to the year 1952 the Town of Mimico had no By-law which could be reasonably designated as a zoning or restrictive By-law. In 1921 legislation was enacted enabling municipalities to pass By-laws with the approval of the Ontario Municipal Board, placing restrictions on the use of land by the owners. Mimico had no By-law under this provision with the exception of By-law #880 passed on February 1933, dealing with a block of land lying between the Lakeshore Road and Lake Ontario, from Edith Avenue to Church Street (now Royal York Road). On October 15, 1940, the Town of Mimico enacted By-law #1111 (Exhibit 5) which was a more comprehensive By-law, providing that certain areas be residential, other areas commercial, and others industrial. From time to time minor amendments to this By-law were made.

Through the years there had developed on the lakefront of the Town of Mimico a considerable number of fairly large estates, and early in 1950, with the growth of Metropolitan Toronto, a number of these estates came on the market and were purchased by people who intended to develop them as revenue producing properties. There was a rush of applications for permits, which resulted in the construction of buildings which were in accordance with By-laws then in existence. These buildings were attractive to the Town of Mimico because of the fact that at that time Mimico had been, and still was, in financial difficulty,



and these buildings were to provide considerable additional assessment, which in some ways would take the place of industrial assessment, which was conspicuously missing in Mimico.

The construction of these buildings brought it forcibly to the attention of the Town that steps should be taken to control the erection of apartments and resulting density of population, particularly the area fronting the Lake, and further restrictive By-laws were passed.

After the coming into force of these first zoning By-laws, #1766 and 1790, the erection of quite large apartment buildings in Mimico continued on the lakefront area. In the balance of the residential area there developed the building of multiple family dwellings not anticipated when the 1953 and 1954 By-laws were passed. As a result of this development residents of older houses were able to sell their properties at a greater price than they had previously hoped for, by reason of the greater use to which the land could be put, that is, more suites. But it was found very difficult, as in other municipalities, to enforce the By-laws so as to prevent the builders or owners from building in such a way that after apparent completion they could alter them to provide more suites than originally intended.

The Town then proceeded to prepare a new By-law, later enacted as By-law #1852, (Exhibit 6). This By-law was prepared after considerable consultation with representatives of the Metro Planning Board. For the first time it established four different types of residential districts, and set out floor space indexes, sideyard limits and other provisions designed to limit the size of buildings and the resulting density of population. This By-law was, with some minor amendments, approved by the Municipal Board and passed on the 12th May, 1958, and this

By-law is the zoning By-law now in force.

In January, 1961, the Council requested the Minister of Municipal Affairs to designate the Town of Mimico as a planning area. This was done under date of February 3rd, 1961, and resulted in the Town appointing a Planning Board for the Town of Mimico. This Board has continued studies, held meetings with the Ratepayers in the different areas of the Town, and is now in the process of making a report in final form for presentation to the Council. The Planning Board is proposing at the same time to submit a new zoning By-law.

To illustrate the rapid development of the Town of Mimico, Mr. Ferrie had prepared a memorandum for the years 1950 to 1960, inclusive, showing the population of the Town, the school population, the permits granted under the different classifications, the assessment, and the number of Town employees. This memorandum was filed as Exhibit 8.

From this memorandum it can be seen that the assessment increased from \$6,518,000.00 in 1950 to \$28,073,822.00 in 1960, and the population during the same period had increased from 10,410 in 1950 to 16,422 in 1960. Likewise the school population from 1950 to 1960 shows an increase from 1,932 to 2,202.

The value of permits issued from 1950 to 1960 show the very rapid growth in building activity. In 1950 the total amount was \$1,789,164; in 1959 the total was \$5,322,484.00, and in 1960 the total was \$3,067,004.00.

Mr. Ferrie further stated that in 1957 the Town employed Mr. Jack Book as a full-time employee, being Building Inspector, Sanitary Inspector, Weed Inspector, and Drain and Plumbing Inspector. The Town has however never employed anyone as Enforcement Officer under any of

its By-laws.

With further reference to the lakefront, Mr. Ferrie stated that for some time a problem has been created by the filling in of the waters along the lakefront, in connection with the continued apartment development and the demand for more and larger lakefront lands, resulting in conflict in municipal jurisdictions. The lakefront boundary of Mimico was the shore of the Lake as it was in January 1911 and included water lots that had been patented at that time.

Cross-examined by Mr. Golden, Mr. Ferrie was asked if the increased building activity in the town was desirable from an assessment point of view, and Mr. Ferrie replied that this was a compensating factor. Mr. Golden further questioned Mr. Ferrie, in part, as follows:

"Q. And you pointed out the assessment increase rather dramatically over the years since 1950. Is it fair to say the members of Council were anxious in view of the financial situation to have this building going on?

A. Yes.

Q. Have there in fact been violations of a building By-law - By-law #1852 - say from 1958?

A. Yes.

Q. Would you agree to estimate the number ?

A. No, I would not.

Q. Do you know of any buildings which have been built in contravention of the building By-law or zoning By-law?

A. Yes.

Q. Would you care to inform His Honour ?

A. Particularly the one recently in Court, 85 Royal York Road.

Q. Was that building (85 Royal York Road) built too close to the north lot line.

A. Yes, yes, sure.

Q. Was it built longer than the plans called for?

A. Yes.

Q. Are there any other buildings of which you are aware, in violation of the building or zoning By-laws?

A. I would not say I have them before me, definitely, but there is definite evidence that certainly some may be an inch, two or three inches, a foot, but nothing of consequence.

Q. Has Council since the passing of the last zoning By-law in 1958 had its attention directed to infractions of the zoning and building By-laws.

A. Yes.

Q. Have these been investigated, to your knowledge?

A. Yes.

Q. Was any action taken with respect to this - I am excluding Royal York Road?

A. The Property Committee staff and so forth discussed the matter.

Q. Was any prosecution taken with respect to these instances of violations?

A. Once this year, that is all.

Q. Now, coming back to tie this in, this development assists the municipality financially to a great extent?

A. Immeasurably so.

Q. I take it the Council from time to time has been concerned about the Town's finances?

A. From time to time.

Q. From 1936 to 1937 a great deal of the assessment was lost by lands having to be forfeited for taxes, a great deal was forfeited on the assessment?

A. Correct.

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WILLIAM ARTHUR EDWARDS:

The next witness called was Mr. William Arthur Edwards, who was Mayor of the Town of Mimico from 1927 to 1929, and from 1955 to 1960, and was formerly a Deputy Reeve and Councillor.

Mr. Edwards went into great length about the pyramiding tax increase problem of municipalities; problems affecting the Metropolitan Planning Commission and the Master Plan; the growth of the municipality; assessments; municipal debts; Mimico's accomplishments; government grants; debentures, etc.

I ruled that the whole of his evidence in this regard was entirely irrelevant, not even remotely connected with the irregularities to be determined in this Inquiry, and I thereupon instructed Counsel that Mr. Edwards must confine his evidence to relevant matters.

In answer to questioning by Mr. Martin, Mr. Edwards stated that Mimico assessment has increased from 1954 to 1960 by approximately 60%, due to building activities. Increased apartment house building benefited Mimico by additional revenue. Mimico only a few years ago had been in a very poor financial condition, but now, Mr. Edwards said, owing to the extensive building, the financial position had improved. He said at page 81:

"I repeat what I said before, the financial position of the Town of Mimico comparatively, and by that I mean comparing to other municipalities in Metropolitan Toronto, and I believe I am fair and correct in saying it is unequalled. I do not think any other municipality can equal the Town of Mimico's record during the past six years."

Mr. Edwards seemed to be of the opinion that it was extremely difficult to enforce building By-laws as far as apartments were concerned. He said at page 89:

"Now in referring to the advantages from an apartment development viewpoint, I recognize that many families are very much opposed to apartments, and they are bitter. There are those both for and against

this issue and some of them are prejudiced and their prejudice has reached the desperation point. I don't question their sincerity; I do question their judgment and legality of their desires and as we look around and see the various examples of where these matters have been taken up in the courts, for one year or another the courts have decided against them. Long Branch has had a recent case of 89 Church Street, and so it has been in various parts of Metropolitan Toronto so that Councils when they start trying to do something about stopping these apartments are face to face with the experience of municipalities who also have tried to have taken them to court; and who, generally speaking, are not encouraged very much by the result of court actions."

Cross-examined by Mr. World, Mr. Edwards stated that Mr. J. Book was appointed Building Inspector, Plumbing and Drain Inspector, Health and Sanitation Inspector, and Weed Inspector, during his administration, in September, 1957; Mr. Edwards said that he had a very high opinion of Mr. Book, as to his competency and honesty, and the work he performed for the Town in raising assessments.

In cross-examination by Mr. Golden with regard to his high opinion of Mr. Book as a result of this assessment increase, Mr. Edwards stated that the erection of apartment buildings was a controversial subject in the Town of Mimico; one group were determined to check this apartment growth, and another group very disappointed because any checking interfered with the sale of their property. Mr. Book helped the pro-apartment side, and thus took some of the pressure off the members of Council.

Mr. Edwards admitted that he had received complaints from people who wanted building permits and were not able to get them. In the year 1960 he received a complaint from Mr. Ernest McKee, of 89 Royal York Road; that the surveyors had a difference of opinion about 4" of land after the building at 85 Royal York Road was half way up. Mr. Edwards told Mr. McKee to put his complaint in writing and go to the Council meeting. When asked whether he approved of Mr. Book's action in approving a variation of frontage on that building, Mr. Edwards stated that he did not, personally,

but that members of the Property Committee had approved.

No move was made while Mr. Edwards was Mayor in 1960 to launch a prosecution against the builder of 85 Royal York Road; they did not relish the idea of going to the expense of court cases in connection with the matter, they just said: "the building is there".

When asked by Mr. Golden if he was aware that a charge was laid against the builder of 85 Royal York Road in 1961, he answered that he understood the 1961 Council decided to take this case to court, and the court decided against the town. In this regard he was questioned by

Mr. Golden:

"Q. And are you aware that the only reason His Worship Magistrate Thompson dismissed the charge was that it was laid too late? Because it was laid six months after the offence had been committed?"

Ans. I am aware that you solicitors can always find a reason for these things."

Mr. Golden then read the last paragraph of the judgment of His Worship Magistrate Thompson, as follows:

"The issue here is really, whether it is a continuing offence or not. It must have been clear to the Town of Mimico that the plans of this building were varied and changed and proceeded with, and also that the charges were not laid until more than six months after the completion of the building. I have to agree with Defence Counsel that this is a monstrous thing for the Town of Mimico to have done; I will go further and say it was an immoral thing for them to have done, and I agree with the defence suggestion that this is not a continuing offence. It is beyond the statutory provision and therefore these charges are going to be dismissed."

Mr. Edwards admitted that he was Mayor of Mimico when the Metropolitan Toronto Planning Board was requested to prepare a report towards an official plan, and was familiar with the proposed zoning plan; and that he was in favour of apartment development.



Mr. Golden then read out a paragraph from this official plan, as follows:

"The greatest topographical feature in the town, the shore of Lake Ontario, has been used to poor advantage for the public. There are only two places where public access can be obtained to the lake, and of these, only Mimico beach provides any opportunity for recreational activity. The remainder of the lakeshore is almost entirely developed residentially, with over sixty percent of its length occupied by apartment buildings. Even these buildings have not been developed to best advantage, and for the most part present a dismal picture of living room windows a few feet apart, the minimum number of apartments facing the Lake, a pronounced lack of landscaping, and a wide belt of unattractive parking area between apartments and the water."

When asked if he agreed with this report, Mr. Edwards admitted it referred to existing conditions, and that sixty percent of the length of the Lakeshore was occupied by apartment buildings; but that a compensation for these apartment buildings going up was increased assessment, which was attractive to the Council, and of benefit to the taxpayers of Mimico in general. Speaking for himself, he wanted to encourage builders.

Mr. Edwards described the controversial issue with regard to the apartment building at 27 Lakeshore Road, where there was an alleged infraction of the zoning By-law; that the issue was raised before the Council and a stop order put on the work, which was corrected by the change in the Deed of Land. There were in the first instance too many suites for the area of the land. He stated that the Building Inspector was not aware of the discrepancy.

Mr. Edwards stated that although he had a favourable opinion of Mr. Book, he was opposed to Mr. Book's purchase of municipal land for his own residence, in the Town of Mimico. There was a projection of 3 ft. 4 inches into the town limits, probably because of an error in the original survey, and when Mr. Book endeavoured to arrange for his mortgage this error, or projection, was discovered, and the

matter was brought before Council. The Council decided to give him a clearance.

When asked if he recalled any buildings built from 1953 to the present time that were in violation of the zoning By-law, Mr. Edwards could only recall No. 85 Church St. (now 85 Royal York Road), and 27 Lakeshore Road, although there was controversy respecting several other buildings. There was a one-storey building on Queen's Avenue some four or five years back contravening the By-law, which was adjusted with minor alterations and adjustments. When there were complaints the matter was brought to the attention of the Chairman of the Property Committee and he tried to straighten them out. When asked directly if Mr. Book had permitted any violations of the zoning By-law with the sanction of the Council, or knowledge of the Council, Mr. Edwards stated it must have been done with at least the tacit approval of the Property Committee.

During cross-examination by Mr. Golden with regard to 27 Lakeshore Road, Mr. Edwards was asked:

"Q. Was 27 Lakeshore, in the first place, built in contravention of the zoning By-laws ?

Ans. That issue was raised before the Council, and as a result of that issue being raised, the stop order was put on the work, and it was corrected by the change in the Deed of Land .....

Q. Do I take it that the answer is yes? That it was, when it was originally erected, in contravention of the zoning By-laws ?

Ans. Mr. Golden, put yourself in the shoes of the Building Inspector, and in the shoes of the builder! And they thought that they owned the land back, that was owned formerly before the other land; and they found out later that they did not own that much land, and that was corrected, and that was not a contravention to the Building Inspector when the situation was corrected, so far as the amount of land is concerned.

Q. But it was a contravention in the first instance, was it not, Sir ?

Ans. Was it not a contravention ?

Q. It was a contravention of a building or zoning By-law in the first instance? There were too many suites on it, for the land. Is that not correct?

Ans. Strictly speaking, I suppose that is correct, but I want to emphasize this point".

The attitude of Mr. Edwards in regard to By-laws was indicated in his remark in regard to a building on Queen's Avenue, when he said: "that building is an outstanding example of the building by-laws versus good judgment."

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DAVID GOLDIE KILGOUR:

Mr. Kilgour is a Barrister and Solicitor practicing in the City of Toronto, and a member of the firm of Gauld, Hill and Kilgour, Solicitors for the Town of Mimico.

Asked by Mr. Martin if he had occasion to negotiate, correspond and discuss with the various governmental departments the question of the fill and control of water in and along the lakefront of Mimico, Mr. Kilgour stated the problem as it came to their office was whether the town had jurisdiction in any way to regulate fill that from time to time was being dumped into the lake opposite the Mimico waterfront. When the building of apartment buildings began the lakefront changed its character. The Mimico waterfront boundary is established by the incorporating statute in 1910. Some of the waterfront patents were granted before 1910. They are proposing a new waterfront or southern limit. There is a direct constitutional question as to whether a Provincial municipality could pass a By-law in view of the Navigable Waters Federal Act. The Town is currently in process of adopting an official plan, and it is hoped there will be a provision to deal with fill.

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REGINALD GEORGE INNELL

Mr. Innell is a photographer and testified that he had taken photographs of 1 Superior Avenue and 28 Eastbourne Avenue, and these photographs were filed as Exhibits Nos. 16, 17 and 18.

IAN STRATHERN KEITH

Mr. Keith is a member of the staff of the Metropolitan Toronto Planning Board.

With reference to the significance of provision for parking, Mr. Keith quoted from the report submitted to the Town of Mimico in December, 1960, as follows:

"It is important that off-street parking facilities be provided in sufficient amount for all types of building to permit the proper operation of traffic on the streets. In view of the rapid increase in car registrations, which is higher proportionally than the increase in population, it is reasonable to assume that every dwelling unit will ultimately produce one car and will consequently need one parking space. In addition it will be necessary for multiple family developers to provide space for guest parking."

The Mimico Zoning By-law #1852, Section 11D, reads as follows:

"An accessible parking space of at least two hundred square feet area shall be provided for each dwelling unit plus an additional parking space for each four dwelling units for visitors."

In regard to the size of a building permitted on a certain lot, Mr. Keith stated that this is governed by the floor space index, or the gross floor area, as follows:

"FLOOR SPACE INDEX is the ratio of the total floor area of the building to the net area of the land appurtenant to such building or used in connection therewith.

"GROSS FLOOR AREA means the sum total of the gross horizontal area of the several floors of the building, building or structures on the lot measured from the exterior surface of the exterior wall or from the centre line of walls separating two buildings or structures."

The ratio used is 1.5 to 1, and as an example, on a lot

measuring 20,000 square feet in total area, an apartment building with 30,000 square feet of total floor area would be permitted.

An approximate calculation of the number of suites in an apartment is made by estimating the number of units, of approximately 700 square feet to 850 square feet, into the total permitted floor space. One-bedroom apartments would average 700 square feet, while two-bedroom apartments would average between 825 to 850 square feet.

Questioned by Mr. World, Mr. Keith stated that a building inspector seeking advice on the interpretation of zoning By-laws, should go to the Mimico Council, and ultimately the courts. In making a decision as far as a building application is concerned the By-law must be the only thing upon which the final decision is made.

Mr. World submitted there could be different interpretations of the gross floor area; the proposed By-law states:

"The floor area of a building or structure includes: basement floor area where more than one half of the height of the basement is above the established curb level, or above the finished lot grade where curb level has not been established,"  
and none of this is contained in By-law #1852.

Mr. Keith stated that as the words "total floor area" in Section 2F of the By-law were not defined, the By-law was capable of different interpretations.

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On account of the publicity given to certain individuals and their dealings with the Town of Mimico it is considered desirable that these matters be dealt with separately. In some cases there is no direct connection with matters referred to in the Terms of Reference, but they may be of importance, sometimes directly and at other times indirectly, in presenting a general picture of the situation as it existed during the period under review.

MISS MARJORIE GLADYS KAY: (1)

Miss Kay was the owner of two lots, Nos. 52 and 53, Plan M.134 of the Land Titles Office. These lots had a frontage of 88 ft. 9 inches by a depth of 125 feet.

She wished to sell these lots and consulted a personal friend, Mr. John W. Book, the Building Inspector for the Town of Mimico, for his advice and assistance.

She was advised that before a permit could be considered she would have to submit plans; she said she knew nothing about plans or where to get them, and Mr. Book said he could get them for her and that they would cost \$75.00. He obtained the plans from Mr. J. Kastelic, who had built a building similar to the one that was being considered by Miss Kay. Mr. Book paid Mr. Kastelic \$75.00 for the plans (see receipt Exhibit 28), and Miss Kay paid him that amount.

After further negotiating, interviews with Real Estate agents, etc. Miss Kay decided that she would try to get the permit herself. She was told the permit would cost approximately \$400.00 for each building, but she decided against investing that much money in case she would not be able to sell the lots even if she had the permits. The approximate amount of \$800.00 was to have been paid to the Town Treasurer and was to include the fee for the permit, payment for services, and a deposit required for the protection of the municipality.

Miss Kay eventually sold the property to Mr. Kastelic, builder, through the agency of Mr. Iamarino. Mr. Kastelic paid for the permit, services, etc. The receipts for the payments were produced by Mr. Thomas W. Rattle, Treasurer of the Town of Mimico, being Nos. 314, 315, 349, 381, 382 and 384, for a total amount of \$938.00.

Miss Kay subsequently applied to the municipal Council for her refund of the \$75.00 paid for the plans, but the application was refused.

The exhibits connected with this matter are as follows:

EXHIBIT 20 - application for building permit for four triplexes, Feb. 2, 1960 - permit not granted.

EXHIBIT 21 - building plans for two sixplexes.

EXHIBIT 22 - application for permit, Jan. 13, 1961 - granted.

EXHIBIT 23 - plans for 66 Hillside Avenue.

EXHIBIT 24 - affidavit sworn by Miss Kay, May 18, 1961.

EXHIBIT 28 - receipt from J. Kastelic for \$75.00 to Mr. Book for money paid for plans.

EXHIBIT 29 - survey of Lots 52 and 53.

In the above regard, Mr. Book gave evidence with reference to the money paid to Mr. Kastelic for the plans and in regard to the freezing By-law effective June 6, 1959 to January 2nd 1960, and extended to June 30th 1960.

Evidence was also given by Mr. Alex Halliwell, a member of Council and a member of the Property Committee. He stated that owing to a fire hazard the Property Committee insisted on a side entrance on the buildings erected on Miss Kay's property. This necessitated in the buildings being slightly longer, but he said in effect that if there was any contravention of the By-law resulting it was so slight as to be practically negligible.

I find no evidence of malfeasance, breach of trust or other misconduct in the dealings of the municipality, of Mr. Book, or of any other employee or servant of the municipality, with Miss Kay. This incident, however, indicates the haphazard, careless, uncertain and irregular

way in which the business of the municipality was conducted in connection with the application of, and the granting of, building permits.

Another illustration was the application by Mr. Lasko and Mrs. Jackson for a permit, and there were many more.

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LIONEL JAMES FERRIE: (2)

Mr. Ferrie gave extensive evidence about the growth and development of the Town of Mimico. I have dealt with that evidence elsewhere (see page 7). At the present time I wish to deal solely with the question of Mr. Ferrie's personal conduct, and his conduct as an employee of the Town of Mimico.

I find no evidence whatever of any malfeasance, misconduct or breach of trust on the part of Mr. Ferrie. There was no direct evidence of any misconduct on his part, but there were suggestions, hints and innuendoes. I find these wholly without any basis in fact.

However, one cannot but come to the conclusion that some of his actions were arbitrary, dictatorial, ill-advised, and unbecoming to an official of a municipality. For example, when he tore up a building permit issued to Mr. Moore and Mr. Noble, by the then Building Inspector, Mr. Skinner, and said to the effect that such a permit would only be issued 'over his dead body'.

To quote one witness (page 1067)- "Mr. Ferrie is the boss of this town, always has been, always will be".

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MR. BOOK AND THE DOMINION GIFT SUPPLY CO. (3)

Mr. Latini gave evidence (p.1345) that for some time he was in partnership with Mr. Iamarino, and for a short time with one Mike Herdel, in a business called "Dominion Gift Supply Company". This business was registered as a Partnership on the 7th October, 1958, as No. 26044, address 725 The Queensway.

Mr. Latini said this was really a wholesale business but that any employee of the municipality, including Mr. Book, could make purchases.

Mr. Latini said the Supply Company sold household items, hardware, soft goods, coffee percolators, dishes, glasses, and so on. He said that Mr. Book made quite a number of purchases but that he never paid for any of the purchases, they were always charged. He said the purchases were not extensive but he did not know the amount. They ranged from \$5.00, \$10.00 to \$25.00. He said that whenever he discussed Mr. Book's purchases with Mr. Iamarino, Mr. Iamarino would say: "I will take care of this - I will take it up with Mr. Book". The money was actually paid into the store but Mr. Latini apparently did not know by whom it was paid. He said that as far as he was concerned he never saw Mr. Book pay for anything and that it was his opinion that the money was put in to pay for Mr. Book's charges by Mr. Iamarino.

Under cross-examination by Mr. Dubin, Mr. Latini said, at p. 1402:

"Q. And Mr. Book, like many other people, made purchases?

Ans. That's right.

Q. And he charged them all the time?

Ans. Yes.

Q. Each time he made a purchase, he charged it, did he?

Ans. Yes.

Q. You said every time Mr. Book made a number of purchases from Dominion Gift Supply these purchases were invariably charged. What does the word invariably mean?

Ans. No, I don't know. What I mean is he always charged.

Q. Always charged?

Ans. Yes."

Quoting from a declaration alleged to have been made by Mr. Latini, Mr. Dubin read as follows:

"In every one of the above instances Mr. Iamarino paid these bills for Mr. Book", and the answer:

"That's for sure."

On page 1405 Mr. Dubin questioned Mr. Latini as follows:

"Q. Are you suggesting that Mr. Iamarino paid out of his own money anything for Mr. Book from the Dominion Gift Supply. I want you to answer the question, Mr. Latini. Are you suggesting that Mr. Iamarino paid out of his own money anything Mr. Book bought from the Gift Supply?

Ans. Yes he did.

Q. He paid out of his own money ?

Ans. That's right. He told me he would straighten out with Mr. Book later on."

Considerable more evidence was given by Mr. Latini to the same effect that Mr. Book made considerable purchases at the store but that as far as he was concerned he never saw Mr. Book pay for anything. All the goods were charged and as far as his information went, and as far as he knew, Mr. Iamarino eventually paid for the goods on behalf of Mr. Book.

Under cross-examination Mr. Latini could not remember any particular sale that he personally made to Mr. Book.

The affidavit made by Mr. Latini was put in as Exhibit 97.

I may say as a whole I had very little confidence in the evidence given by Mr. Latini. However, I reserved

the right to myself to accept any part of his evidence which I thought was true, and considering his evidence, the fact that it was uncontradicted in a large part, and considering all the circumstances, I am accepting his evidence that purchases were made from the Dominion Gift Supply Company by Mr. Book, that these purchases were charged, and were eventually paid for by Mr. Iamarino.

It is a short step from Mr. Iamarino paying Mr. Book's expenses on a trip to Florida, to paying for purchases made by Mr. Book from the Dominion Gift Supply Company.

There was a great deal of evidence given in regard to the Dominion Gift Supply Company and Mr. Book, evidence out of all proportion to the significance of the transactions. The only point is that there was evidence that Mr. Book purchased supplies from that store, operated in some part at least by Mr. Iamarino as a partner, and that these purchases were charged by Mr. Book and paid for by Mr. Iamarino. In other words, some of the people, with whom Mr. Book was doing business as Building Inspector for the Town of Mimico, were doing him favours and actually paying out money on his behalf.

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MRS. MARTHA JACKSON, and NO. 3 SUPERIOR AVENUE (4)

Alexander A. Lasko, an Architect, gave evidence in regard to No. 3 Superior Avenue, - page 260 to 286.

Mr. Lasko said he was engaged by Mrs. Jackson to prepare plans for an apartment building at No. 3 Superior Avenue. He consulted Mr. Book, but his dealings with Mr. Book were not satisfactory - see p. 262. Answering a question, Mr. Lasko said:

"Well, I couldn't get very much satisfaction, because when I told Mr. Book that I was an Architect and I was seeking certain information as far as the preparation of plans for building an apartment, he told me there was a freeze on the building By-law and he was not obliged to pass out information, so he hung up the phone on me."

Again, at p. 263, Mr. Lasko said:

"Yes sir, he told me again he was not under any obligation to tell anybody what By-laws are on, on account of the freeze. He didn't have to tell me, and he hung up the phone again."

And again, at p. 264, Mr. Lasko said:

"Yes, when the phone was hung up, I tried again the third time, and I told Mr. Book what I thought of the whole thing. I told him I had never been treated like that before by any Building Inspector, because being an Architect I had approached many Building Inspectors and none of them has done a thing like that to me before. This was the first time I had an experience like that."

The relationship between Mr. Lasko and Mr. Book can be illustrated by a question and answer, at p. 278. When questioned by Mr. World, he said:

"Q. And did you at any time say to him (meaning Mr. Book) - who do you think you are? God, or something like that?

And. I could have mentioned something like that."

Mrs. Jackson gave evidence with regard to No. 3 Superior Avenue, p. 1543 to p. 1589. She said she had engaged Mr. Lasko, an Architect, to prepare plans for an apartment house at No. 3 Superior Avenue. Her evidence was

largely in regard to the trouble she had getting a permit for the apartment. There was a freeze on. It was removed temporarily and then re-imposed. It appeared that owing to some error her property had not been first included in the particular zone. The By-law was subsequently amended to include her property. Mrs. Jackson was of the opinion that she had lost considerable money on the sale of her property owing to the difficulty and the delay in getting a permit, but the evidence in regard to the alleged loss was uncertain, and I cannot in fact find that any loss was proven.

Mrs. Jackson said, at p. 1558, in answer to a question:

"Ans. I said to him, Jack, (meaning Jack Book) we are desperate. We want to get out of here. It's no more home here."

And further, on the same page:

"I said, Jack, I will give you five hundred dollars if you will help me to get a permit.

Q. This is what you said to Jack?

Ans. That's what I said to Jack Book. He said "I can't accept it, but you could give it to my wife or me for Christmas".

Q. He said what?

Ans. "You could give it to my wife or me for Christmas, but I can't accept it." I didn't know it was wrong. Am I covered by the Act? I don't want to be ....."

Later, under cross-examination by Mr. World, Mrs. Jackson acknowledged that she had not used the word desperate to Mr. Book at the time she referred to, that is at the time when five hundred dollars was mentioned.

Further, at p. 1571, she said:

"Q. Wait a minute, you said "I'll give you five hundred dollars to get me a permit?"

Ans. That's right.

Q. And you of course assumed there was nothing wrong with that?

Ans. Others were doing this and they were telling me this, and I did not know it was wrong."

Mrs. Jackson also gave evidence to the effect that Mr. Book had asked to purchase a boat trailer from her, and that subsequently she gave him the trailer. The trailer was of very little value, but Mrs. Jackson said it was good enough to carry a boat. She said the trailer belonged to her son who had left it at her place and she placed a very low value on it. She was a personal friend of Mr. Book and did not attach any significance to the gift. Subsequently the trailer was returned to Mrs. Jackson by Mr. Book.

I am accepting Mrs. Jackson's evidence that she offered to pay Jack Book five hundred dollars for assistance in getting a permit for her, and I am accepting her evidence that Jack Book said he could not accept the money but that it could be given to him or to his wife for a Christmas present. I find that Mrs. Jackson did not give Jack Book or his wife any money, either at that time, or at Christmas, or at any other time. I attach very little significance to the gift of the trailer. Mrs. Jackson had no use for it, and it was of very little value.

The evidence of Mr. Lasko and Mrs. Jackson shows the muddling and uncertainty in regard to the issue of building permits, and the lack of courtesy by Jack Book. It also shows that far too much power was left in the hands of Mr. Book as Building Inspector in connection with the issue of building permits.

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JOHN WILLIAM BOOK (5)

Mr. Book was employed by the Town of Mimico as Building Inspector, Health Inspector, Plumbing and Drain Inspector, and Weed Inspector.

There was much evidence given as to the activities of Mr. Book, particularly as to Health inspection and Building inspection. This report would not be complete without considering his actions both as Health Inspector and Building Inspector, as they may have had an effect on matters referred to in the Terms of Reference.

I will deal with Mr. Book under the following headings, with other incidental references:

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Mr. Book, and  
Re Rex Theatre:

I will first deal with Mr. Book as Health Inspector, and more particularly the closing of the Rex Theatre.

It was alleged that Mr. Book asked for a bribe. It was intimated that if such a bribe were given it might affect his ruling in connection with the Rex Theatre.

Evidence was given by Mr. Walton in this regard. I have expressed myself elsewhere as to my opinion of Mr. Walton's evidence, so it is not necessary to repeat it here.

Mr. Walton said, at p. 502 (some of this is a repetition of the evidence given regarding the Rex Theatre, but I wish it inserted here as relating to the alleged bribe.

Mr. Walton:

"Now, it was at this point Mr. Book said: 'It looks an awful lot like we are going to be closed.'

And I said:

'Well, I have already said to you before that it does not look like Mr. Levitt would do the repairs'.

And it was then that Mr. Book said to me:

'Well, this situation could be cleared up for a couple of hundred dollars'.

And later he said:

'This situation could be cleared up for a couple of hundred dollars now'.

Later, at p. 507, Mr. Walton said:

"Mr. Book said to me:

'Have you thought about what I was talking to you about the other day?'

My wife was present; she was behind the candy bar with me, and I replied to Mr. Book: 'Oh yes, but

there is nothing I can do about it'.

Mr. Book denied making the statements above referred to. He said, at p. 933:

"I said at that time: 'Mr. Walton, please compose yourself, this is not as serious as you are making it out to be. I am sure for a few hundred dollars at a time, if you go to Dr. Liebe and show good faith, I am sure knowing him as I do in our business association, that he would let you continue in business.'"

And again, at p. 938, Mr. Book was asked this

question:

"Q. Did you at any time ask Mr. Walton for a bribe to leave the theatre open?"

Ans. Sir, I do not know how strong His Honour would allow me to put this, but at no time was there any discussion between Mr. Walton and I as to him paying me any money of any kind."

And again, at p. 944, Mr. Book said:

"There was definitely at no time, if you allow me to express it, any conversation as to a bribe or that I could get anything fixed for Mr. Walton for a sum of money."

And Mr. Book was asked, at p. 935:

"Q. At any time during that evening did you say to Mr. Walton - 'do you remember what I said' - and his reply was to the negative, or 'Have you thought about what we discussed' --- Did you at any time say that and did you at any time say the theatre will have to be closed down?"

Ans. I have never said that, either statement, at any time."

Although it is not as directly applicable as above, I think it may be helpful to consider the alleged conversation with Mr. Levitt in connection with the alleged request for money.

Mr. Walton said, at p. 708:

"Q. Whom did you tell about it?"

Ans. I told the owner of the building that Mr. Book could be bribed.

Q. You told him that Mr. Book could be bribed?

Ans. Yes sir.

Q. You are definite on this point?

Ans. Yes."

Again, at p. 711, Mr. Walton said:

"Ans. I spoke to Mr. Levitt Senior.

Q. Mr. Levitt Senior ? And he is, as far as you know, the owner?

Ans. Yes.

Q. Mr. Levitt Senior is the man to whom you spoke about this two hundred dollars?

Ans. I did not mention the two hundred dollars, Your Honour. I said to him that Mr. Book could be bribed."

This conversation was denied by Mr. Levitt. In his evidence, on p. 924, Mr. Levitt was asked:

"Q. Yesterday Mr. Walton in evidence said that he phoned you and said to you that Jack Book could be bribed, is this the case?

Ans. No, definitely not."

And further, on page 926, he was asked:

"Q. You say Mr. Walton never told you Mr. Book could be bribed. Did he ever tell you that it could be possible for you to arrange to keep the theatre open by dealing with Mr. Book?

Ans. Definitely not."

And again, at p. 928:

"Q. You definitely recall you were never told by Mr. Walton that Mr. Book could be bribed?

Ans. Definitely.

Q. Perhaps not in those words; anything to give you that indication ever said to you?

Ans. No, never."

I accept Mr. Levitt's evidence where there is a contradiction to that given by Mr. Walton.

My conclusion is that the charges made by Mr. Walton in connection with the alleged bribe were wholly false, and that he wilfully misrepresented the reference by Mr. Book to the two hundred dollars.

Mr. Book, and

Re: Florida Trip.

Mr. Book, cross-examined by Mr. Golden, stated that he was a guest of Mr. Arthur Iamarino, a real estate agent doing business in the Town of Mimico, on a trip to Florida. Mr. Iamarino has an interest in a Motel at Hollywood, Florida. They left Mimico on Friday, the 5th day of May, and returned to Mimico late the following Tuesday. They flew down and back and Mr. Iamarino paid all expenses including transportation and hotel bills in Florida. Mr. Book said he paid for some meals but Mr. Iamarino paid the balance.

Mr. Book said he had considerable dealings with Mr. Iamarino, as a real estate agent. Mr. Iamarino would consult him as to properties that were for sale, and as to the type of building that could be constructed on the property.

Mr. Book was questioned by Mr. Golden, at page

958:

"Q. Did he know on that basis how to calculate how many suites he would get on a piece of land?

Ans. To my knowledge he did not know but we never discussed it.

Q. He did come to you to find out?

Ans. Most decidedly.

Q. You never explained the basis on which you came to this conclusion?

Ans. No, I did not, not that I recollect.

Q. You did explain how many suites he could have?

Ans. Yes.

Q. One of these transactions was the transaction concerning land on Portland Street on land commonly known as the Greenhouse property?

Ans. That's true.

Q. Did Mr. Iamarino come to you on that occasion?

Ans. He did, that was a development."

Re-examined by Mr. World, Mr. Book stated that the trip to Florida was in the first part of May, 1959. He said he had known and been friends with Mr. Iamarino since childhood. He said that Mr. Iamarino asked him from time to time what size premises could be put on certain lands, and that he, Mr. Book, gave him the information, the same information he would have given to anyone else. In answer to a question by Mr. World, Mr. Book gave the circumstances of the trip to Florida. He said, I quote:

"Mr. Iamarino called me and said: 'I have a trip to make to Florida - we expect to close the deal on the Motel - and one of the partners was to go and he cannot go, and can you go', and I said I would not have a hope of leaving at that moment. He came down to my house, in fact, that very night, this was a Thursday night, and he said: 'can you see yourself in Florida' and I said 'no I cannot, now or anytime' and he said: 'I am being very serious now, I would like you to come down - I do not like to go alone to start with, and there are two or three phases of this that you might be able to help me with down there and it would be a good holiday for you - can you get ready?'

"I went to the office the next morning and approached the Town Clerk, who was Mr. L.J. Ferrie at that time, and asked him could I get away, that I would be back Tuesday, and into work on Wednesday, and without hesitation he said most certainly. We left Friday morning and were back Tuesday afternoon late."

Mr. Book said he told several people of the intended trip, including the Deputy Clerk of the municipality; Mr. Frank Pownall, a Councillor at the time; and Miss Lynden, the secretary.

It is obvious there was no secrecy about the trip.

Mr. Iamarino was a man with whom Mr. Book was constantly doing business as Building Inspector for the Town of Mimico. As a real estate agent it would help Mr. Iamarino immensely if he could tell a prospective purchaser what buildings could be put on property that was

for sale. Mr. Book was in a position to give him that information, and to give permits that should not be given and so increase the value of land. Whether he did or not, Mr. Book was in a position to do favours for Mr. Iamarino.

There is no direct evidence that any favours were ever given directly by Mr. Book to Mr. Iamarino. There was no direct evidence that the trip to Florida was made in anticipation of receiving any favours.

However, one does not have to be of a suspicious turn of mind to wonder why Iamarino would pay the expenses of Mr. Book, Building Inspector for the Town of Mimico, to Florida and back, including hotel expenses, and practically all meals, had he not received favours from Mr. Book, or if he were not anticipating receiving favours. Such things are just not done. It must be remembered that according to the evidence Mr. Book had great power and used that power in granting permits for buildings.

Re Boat.

Mr. Book, examined by Mr. World, said he bought a boat from a man by the name of Sansom, for \$1,600.00. He was asked:

"Q. Did you pay cash?

Ans. I did not.

Q. How did you arrange to pay for this?

Ans. I gave him \$300.00 and a cheque for \$1,300.00.

Q. (interrupting) - when I say "cash" .....

Ans. The cheque was not my own.

Q. Whose cheque was it?

Ans. The finance company.

Q. The finance company?

Ans. That's correct.

Q. Did they take security on the boat?

Ans. They did.

Q. Which finance company?

Ans. Must I answer this, Your Honour?"

And continuing on page 97<sup>4</sup>, questioned by Mr.

Golden:

"Q. Do you now recall the name of that finance company?"

Ans. I do, sir.

Q. What was the name?

Ans. Astre Finance, at 62 Richmond St. West. I believe at one time they went under the name of Astro.

Q. Did they also go under the name of Atlas?

Ans. Yes, they used that too. It is now called Astre.

Q. And how much was that cheque for?

Ans. I would not know exactly but I believe it was \$1,300.00"

And continuing on page 1020:

"Q. You have already told us about the purchase of the boat?

Ans. Yes.

Q. And I think you told us, I think yesterday, that you loaned some thirteen hundred dollars from a finance company - Astra?

Ans. I do not think I said I loaned it - I borrowed it.

Q. Thirteen hundred dollars from the finance company?

Ans. Yes.

Q. And the balance you paid off, in some other way?

Ans. Yes.

Q. By cheque?

Ans. By cash.

Q. Dollar bills? We do not want to confuse our terms; when I say cash, I think of it as opposed to time payments; and you think of cash, as opposed to a cheque?

Ans. Yes.

Q. So that we are both talking about actual currency.

Ans. Yes sir.

Q. Do you know exactly when you purchased this boat?

Ans. I believe it was the latter part of August 1959.

Q. When did you sell it?

Ans. I sold it either April or May, 1961."

Mr. Albert J. Sansom, questioned by Mr. Golden

said in effect as follows:

"On the 11th September 1959 I sold a boat to Mr. Book for \$1600.00."

There was a written agreement (Exhibit 89). One extract from the agreement is as follows:

"It is further agreed that the said payment of \$1600.00 is to be made in the form of two cheques, in the amount of \$1300.00 and \$300.00 respectively. The purchaser further agrees that such cheques are legal and valid and further guarantees to secure full responsibility for the payment in full of said cheques."

Mr. Sansom said that Mr. Book tried out the boat and then said: "I will phone you at noon and let you know". Mr. Sansom said the transaction was completed that same day, the 11th September 1959.

Mr. Sansom said Mr. Book phoned him from downtown and asked if he could have the boat that afternoon, as they were going on holiday. Mr. Sansom told Mr. Book that if he brought a certified cheque he could have the boat.

Mr. Sansom was questioned by Mr. Golden, at

p. 1183:



"Q. Then, what happened next?

Ans. It was getting late in the afternoon, it was three o'clock by that time, and Mr. Book said: "I do not think I can bring you a certified cheque, but I will bring you two cheques". I asked Mr. Book who the cheques would be from so that I could check up on them and have some security because I was to receive a certified cheque, and Mr. Book told me who the cheques would be from, and I made a note of it. Mr. Book said one was from a finance company and the other would be from a private person. I told Mr. Book I wanted to know who the cheque would be from so that I could contact my bank to give me some security that it would be all right. I got a piece of paper and wrote it down. First, the name Jack Book, then Atlas Acceptance. I made these notes as I was talking to Mr. Book on the telephone. The other name on the piece of paper is "J.Kastelic" and apparently the cheque was being drawn on the Imperial Bank at Bloor and Bathurst. I have three hundred dollars marked underneath so I imagine that was the amount of the cheque. I received the two cheques and deposited the \$1300.00 cheque and cashed the \$300.00 cheque."

The piece of paper is filed as Exhibit 90.

Cross-examined by Mr. World, Mr. Sansom said that he had received two cheques, but there was a possibility the \$300.00 might have been paid in cash. He said if it was going to be paid in cash he would have had no occasion to phone and ask his bank to check on Mr. Kastelic.

Mr. Book, examined by Mr. Golden, said at page

2009:

"Q. On July 26th you were cross-examined first concerning a boat that you purchased?

Ans. Yes.

Q. And you told me at the time you paid cash for that boat?

Ans. I did.

Q. You paid three hundred dollars cash?

Ans. Yes I did.

Q. It subsequently turned out that you did not pay by cash, but by cheque being drawn by Mr. Kastelic?

Ans. It was a certified cheque to me.

Q. I specifically asked you whether or not you used cash in the sense of currency or .....

Ans. I don't recall that, but you might have.

Q. I did.

Ans. I don't recall.

Q. You regarded this cheque as being cash?

Ans. Yes, to me it was cash.

Q. It was a certified cheque that you presented to Mr. Sansom?

Ans. Yes.

Q. It was certified when you presented it to him?

Ans. I believe so.

Q. That was on September the 11th?

Ans. This is two years ago you know.

Q. It was the same day that you bought the boat?

Ans. There had been many negotiations during that week for the boat.

Q. It didn't all happen on the same day?

Ans. No, definitely not.

Q. When you signed the contract you paid for it at the time?

Ans. Yes, Friday evening.

Q. September the 11th?

Ans. Yes.

Q. You bought the boat?

Ans. Yes - the evening I took it up, I don't recall the date Mr. Golden, but I paid for it with the two cheques.

Q. That was September the 11th?

Ans. I don't know that."

And again on page 2011:

"Q. You didn't tell us that that cheque came from Mr. Kastelic?

Ans. I did not."

See Exhibit 118 - cheque dated 11th September 1959, J. Kastelic to Sansom Marine, for \$300.00.

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The boat incident is important for two reasons:

first, it shows a deliberate attempt by Mr. Book to deceive the Court. He first swore that he paid \$300.00 on account of a boat by cash, when in fact he made that payment by a cheque from Kastelic direct to Sansom Marine. In the second place, it shows an advance of \$300.00 by Kastelic for Book, and one must wonder why Book tried so hard to conceal the fact that Kastelic paid \$300.00 on his behalf. Kastelic was a Builder on whose behalf it was quite possible for Book to do favours as Building Inspector for the Town of Mimico. I have stated elsewhere what I think of Book's evidence and it is consequently not necessary for me to repeat it here.

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Mr. Book, and

Re Garage.

Mr. Book gave evidence that in April, 1959, he bought a garage from Sunnibilt Prefab Products Limited for \$966.00. He said he gave one cheque for \$329.50 and another cheque for \$644.50. He was questioned at page 1016:

"Q. And did you receive the money for the garage from some other person?

Ans. I did, sir.

Q. What other person, Mr. Book?

Ans. Your Honour, may I ask at this time that the name be not divulged. It is a member of my family and has no connection with this at all. I am not averse to answering this but the person in question is very sick at the moment, and names appearing in the paper I don't think would be helpful."

At page 2011:

"Q. You told me at the time Sunnibilt Prefab Products is the exact name. You told me at the time you obtained funds for that from a relative. You did not want to mention the name for fear of publicity.

Ans. Yes."

At page 2013:

"Q. Referring to the cheque for \$321.50 - it was from Mr. J. Kavcic?

Ans. Yes.

Q. He is a builder?

Ans. Yes.

Q. He builds in the Town of Mimico?

Ans. Yes."

At page 2015:

"Q. Then on July 4th you paid the balance?

Ans. I don't recall.

Q. Six hundred and forty four dollars and fifty cents (\$644.50) - is that not right?

Ans. I don't recall the date, but I know I paid the balance in full."

At page 2016:

"Q. You didn't pay that with one cheque, did you?

Ans. I believe it was paid with two cheques to the best of my knowledge; now I am not certain of that fact either.

Q. One cheque was for \$324.00 and the other cheque was for \$321.00?

Ans. That also is quite possible.

Q. Whose cheque was \$321.00?

Ans. They were both from the same man, sir, one was from Mr. Kastelic.

Q. J. Kastelic?

Ans. Yes.

Q. They were both from the same man?

Ans. Yes, but in two different names.

Q. One was \$321.00 and that was from J. Kastelic?

Ans. The first one, I believe, was from Mr. Kavcic, and one was from Mr. Kastelic, and one from Triglav Construction.

Q. I suggest to you that the cheque in the sum of \$324.00 was in the name of J. Kastelic?

Ans. It could have been.

Q. And the cheque in the amount of \$321.00 was from Mr. Kavcic?

Ans. Yes.

Q. This garage was entirely paid for by Mr. Kavcic and Mr. Kastelic?

Ans. By money loaned to me.

Q. Have you paid it all?

Ans. No.

Q. How much interest are you paying?

Ans. No interest.

Q. How much were you ready to repay, was it by the month?

Ans. There is no set-up at all, I think my bank statement shows that I have not had it.

Q. There was no set-up whatsoever?

Ans. No.

Q. What was the date that you were to repay this money?

Ans. No date was specified at any time - just when and if I could.

Q. You have not yet?

Ans. I have paid part of it, yes.

Q. You have paid part of it?

Ans. Yes.

I think I need not go into this any further.

Mr. Book deliberately attempted to deceive the Court by saying that the money for the payment of the garage came from a relative in the United States whose name he did not wish to reveal. The garage was in fact paid for by two builders doing business in Mimico - one, a Mr. Kavcic, carrying on business as Kavcic Construction Company, in Mimico, and the other by Mr. J. Kastelic, a builder, also doing business in Mimico. No arrangements were made about repayment. Mr. Book says it was a loan, but no interest was mentioned and no interest has been paid. No time

was set when the loan was to be repaid and Mr. Book was very vague when he said some of it had been repaid. I do not accept that evidence.

My conclusion is, and I think it is the only possible conclusion, that two builders in the Town of Mimico, doing business in the Town of Mimico, advanced \$966.00 to pay for a prefabricated garage for Mr. Book, then Building Inspector for the Town of Mimico, with practically unlimited powers as to the issuing of building permits. I conclude also that there was never any intention on Mr. Book's part to pay back the money, and never any expectation on the part of those who advanced the money to receive payment in the ordinary way.

Other reference in regard to Mr. Book will appear herein when the specific matters referred to in the Terms of Reference are being dealt with. I am also dealing elsewhere with my opinion of Mr. Book.

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RE: JOSEPH TEICHMAN (6)

Mr. Joseph Teichman was called by Mr. Golden. He said he was a builder, in a small way, in the Town of Mimico, and had had considerable dealings with Mr. Book. The dealings in question were in regard to Lots 110 or 111, Plan 168, on Cavell Avenue, and being municipally known as 80 and 82 Cavell Avenue. The purchase, he thought, was in February 1959.

Mr. Teichman said that he built two triplexes on Cavell Avenue and that in connection with the triplexes Mr. Book had done him some favours. First, Mr. Book had approved a slight encroachment of a few inches in connection with one of the buildings. Without that approval Teichman would not have been able to pass title and secure a mortgage.

The second favour was in connection with a refund from the municipality. Mr. Teichman had made a deposit in connection with water and sewer connections. At first it was thought there would be connections for both houses but subsequently it appeared there would be a double connection for the two triplexes and a double connection is less than two single connections so Teichman was entitled to a refund. Mr. Book had approved his request for a refund and he had received it from the municipality. He made many contradictory statements in regard to the amount of the refund.

Mr. Teichman said that after the matter was closed he went to Mr. Book's office and left an envelope on Mr. Book's desk with money in it, for Mr. Book. He said at page 373:

"Q. Did you visit Mr. Book in his office?

Ans. To get the approval, yes.

Q. Did you have in your possession an envelope?

Ans. Yes, I did.

Q. What was in that envelope?

Ans. I believe I had some money in it.

Q. How much money?

Ans. I would say an amount of around \$80.00.

Q. What did you do with this envelope?

Ans. I just donated it to Mr. Book as a gift, left it on the table.

Q. You left it on his desk?

Ans. That's right.

Q. Was he present in the room?

Ans. Yes.

Q. Did he see the envelope?

Ans. I believe so."

Upon further cross-examination, at page 454 he said:

"Q. In the light of this cheque, can you be certain now as to how much money you gave in that envelope to Mr. Book?

Ans. I guess I gave him \$70.00.

Q. Are you certain of that?

Ans. I guess."

The foregoing evidence was denied by Mr. Book.

In reply to questioning by Mr. World, he said:

"Q. Mr. Book, you have heard this last witness, Mr. Teichman, say that he gave you money in an envelope?

Ans. Yes sir.

Q. On a date about eleven months ago, in your office. Now is this true?

Ans. No sir.

Q. Did he leave an envelope in your office?

Ans. No sir.

Q. At any time?

Ans. He did not."



I do not accept the evidence of Mr. Teichman that he left money in an envelope on Mr. Book's desk in his office. In the first place, for what it is worth, this is positively denied by Mr. Book. In the second place, Mr. Teichman was antagonistic to the Town of Mimico in general and to Mr. Book in particular. Mr. Teichman said that the first time he was in Mr. Book's office, in November 1958, Mr. Book bawled him out, and he said, at page 438:

"Q. What did Mr. Book say to you?

Ans. He said he doesn't want to have any part of such builders in Mimico and he doesn't want me around. That's the way he talked every time you go down to see him.....

And at page 439:

"..... he not only bawled me out, he wanted to stop me building there too."

And at page 440:

"Q. Did he give you any reason?

Ans. Yes, he told me I can't do this, I can't go over the boulevard, and I can't go over the sidewalks, and I can't drive my bulldozer over or nothing. And its kind of helpless to start building, isn't it?"

And another answer:

"And he made me to put up the fence around, and the next door neighbour didn't do anything, he just left it all open, put his shack on the boulevard, and he was all right."

The favours that Mr. Teichman said that Mr.

Book did for him were routine, first in regard to passing a slight encroachment of inches, and the second in regard to recommending a refund to which Teichman was in fact entitled.

Mr. Book, in regard to the relationship between himself and Mr. Teichman, said at page 457"

"I can only say, sir, that we did have many difficulties as to barricades and improper use of sidewalks without covering them properly, putting blocks on boulevards. Other than that I can recall nothing serious except that I did have to go after him most hard on those points to get those items cleaned up."

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RE: WITNESSES (7)

This investigation was handicapped to a very material extent by the fact that much of the evidence given could not be believed. One is prepared to hear evidence that is coloured, distorted or exaggerated, but the evidence on this hearing was filled with half truths, concealment of facts, and untruths. I quote Joseph R. Moher, page 1108: "I am holding back plenty, lets be honest about it" - and that from a witness sworn to tell the truth, the whole truth and nothing but the truth!

Feeling was very high between the different factions, if not bitter, and witnesses seemed to be actuated by self-interest, or antagonism to others, or a desire at all costs to further the interests of the side they were supporting.

I mention two of the witnesses to which I am referring, namely Mr. Book and Mr. Walton. Mr. Book was of course personally very interested in the outcome of the investigation; he gave his evidence in a deliberate, calculated way, carefully choosing his words and obviously constantly having in mind the effect that his evidence might have upon himself. I find that on at least two occasions he deliberately gave false evidence and on many occasions gave evidence that was intended to mislead. My conclusion is that I could not rely upon Mr. Book's evidence.

The evidence of Mr. Walton was equally unreliable. He seemed to be very bitter towards Mr. Book, and antagonistic to the authorities of the Town of Mimico. My conclusion is that on many occasions he deliberately gave false evidence in an attempt to injure Mr. Book and to cause embarrassment and trouble to other officials and to members of Council. It should be said in his favour that he seemed to have an honest belief that things were not right in Mimico. He

seemed obsessed with the desire to bring about improvements, and in so doing to bring credit to himself. He spent months without expectation of any remuneration or material advantages in making investigations and obtaining material for this hearing. It was unfortunate that because of his bitterness and his desire for vengeance, he considered it necessary to give evidence that could not be accepted and was not reliable.

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RE: TERMS OF REFERENCE.

I will now deal more particularly with the matters referred to in the Terms of Reference, and I speak first of the Reference dated May 29th, 1961.

My appointment was to investigate:

- (a) "The erection of buildings in the Town of Mimico and the administration and enforcement of the restricted area and Building By-laws in relation thereto, during the period from the 14th day of May 1953 (the date that By-law No. 1766, the first restricted area By-law of the Town of Mimico was passed) with especial reference to the period from the 12th day of May 1958 (the date that By-law No. 1853, the present restricted area By-law of the Town of Mimico was passed).

I refer particularly to the following extract from Section 241 of The Municipal Act, as follows:

"To investigate any matter relating to a supposed malfeasance, breach of trust, or other misconduct on the part of a member of the Council or any officer or servant of the corporation or of any person having a contract with it, in regard to the duties or obligations of the member, officer, servant or other person to the corporation, or to inquire into or concerning any matter connected with the good government of the municipality or the conduct of any part of its public business."

For my guidance I have before me two definitions of the word "malfeasance" -

- (1) "the commission of an act that is evil or unlawful"
- (2) "wrong doing in general, a wrongful act"

My conclusion is that very deplorable conditions existed in Mimico from 1950 to 1960. These conditions began more or less innocently, if one could use such a word in connection with the breaking of any law, even By-laws. At least they began without any intention on the part of members of Council or officials of any wrong doing. The situation at the beginning could be described in a few words:

1. The financial condition of the Town of Mimico was very bad;

2. There was plenty of available vacant land;

3. There was no possibility of industrial development;

4. The only hope of increased assessment, with the consequent betterment of the financial situation, was in the building of apartments and multiple family dwellings;

5. The attitude of Council, Building Inspectors, and others having to do with such matters, appears to have been that construction must be encouraged and that what appeared to be unnecessary obstructions and restrictions should not be put in the way of builders. For example, if a building was built, or was in the course of construction, and it should have been obvious that it was being constructed in violation of a By-law, and if the violation was not, in the opinion of those concerned, a serious one, nothing was done about it. The words of Mr. Edwards in connection with the Queen's Avenue one-storey building - "that building is an outstanding example of the Building By-laws versus good judgment" - might be, and probably was, applied to many buildings. Just who was to use the "good judgment" - or how capable he was of using good judgment - does not appear. The idea enunciated in those words, of course, is wrong. If the terms of a Building By-law are contrary to good judgment, then of course the remedy is that the Building By-law be amended or repealed. The idea that someone should have the power to use his "good judgment" and sanction the breaking of a Building By-law could of course only lead to chaos, and that is what it led to in Mimico, from a very small and insignificant beginning.

Some of these violations were apparently insignificant and unimportant at the beginning, but from these small beginnings of violations of the By-laws, the builders, real estate men, and the speculators, took over. They took complete charge, and if they were not encouraged, they were certainly not interfered with or impeded, to any appreciable extent, by members of Council or officials.

The only prosecution was that in connection with 85 Royal York Road, which was so obviously contrary to the Building By-law that it could not be ignored or overlooked. Even this prosecution was begun as a result of the activities of a private citizen, and it was launched so late as to be ineffective.

When, as I have said, the builders took over, the violations of the By-laws became more flagrant and obvious. In my opinion the builders made no attempt whatever to conform with the Building By-laws and there was practically no supervision or interference by anyone.

Many examples were cited, but in my opinion it could serve no useful purpose to deal with these individually.

My conclusion is that a great many buildings were constructed contrary to the provisions of the existing By-laws; that these violations were known, or should have been known, to members of Council and the Building Inspector, in such a small municipality as Mimico. As one witness said: "everybody knew what was going on in Mimico."

I will enumerate some of the violations:

- (a) Buildings constructed a few inches, or a few feet, closer to the sideline than was permitted by the By-law;

- (b) A building with a basement or a penthouse, which could obviously, and was intended to be, and was changed into living accommodation;
- (c) A building in a zone restricted to single family dwellings, which was so constructed as to be easily altered to accommodate two families;
- (d) Multiple family dwellings were constructed with more units than were permitted by the By-law.
- (e) Apartment buildings were constructed with one, two, three or four more units than were permitted by the By-law governing that particular zone;
- (f) Apartments, and even multiple family dwellings, were constructed with wholly inadequate parking accommodation.

Some of the arguments in regard to parking accommodation cannot be considered. For example, it was argued that accessible parking accommodation meant accessible from the street, laneway, or otherwise. My conclusion is that accessible could only mean that the space was accessible to a tenant, in that he could place his car there at any time, or remove it without interfering with any other car, or without any other car having to be moved.

I realize that some of the words in the By-laws were capable of more than one interpretation, for example - "floor space index" - but I am not basing my conclusions on any fine lines, as whether measurements should be taken from the outside walls or taken from within, whether they should include elevator shafts, stairwells, etc. Those are fine distinctions and errors might easily creep in, different interpretations

were quite possible. I am basing my conclusions on open, obvious, flagrant violations of the By-laws which should have been, could have been, and in my opinion were known to officials and members of the Council.

Over all of this was the despotic, unrestricted and unsupervised powers of Mr. Jack Book, the Building Inspector. Mr. Book was Building Inspector, Health Inspector, Plumbing and Drain Inspector, and Weed Inspector, and was occasionally asked to do other work, but on such occasions special assistance was given to him. It is obvious that Mr. Book had too much work to do.

One would think that in connection with the issue of building permits, incidental to his work as Building Inspector, his duties would have been fairly simple and well defined. One would think that when the required material was before him, such as the proper applications, deposits, plans, etc. that it would have been fairly simple for him to consult the Act, consider the application in connection with the zone in question, and then decide whether or not a permit should be issued. There should also have been some certainty by an applicant as to whether or not a permit would be granted. This, however, was not the case. Mr. Book was given far too much authority and he was without proper assistance, guidance, or supervision by members of Council. He appeared to take sides with that part of the municipality who thought the more apartment buildings and multiple family dwellings were erected, the better. In addition to that, Mr. Book began to take sides with the applicants. He began to play favourites. He made it simple for some applicants to obtain permits and difficult, if not impossible, for other applicants to obtain permits. There is no doubt in my mind he used his power to issue



permits to his own advantage, in a small way. The issue of a building permit was a very decisive factor in the value of land. Once a permit for construction was issued the value of the land increased very materially, depending on the number of units to be constructed. Applications, and even permits, were altered in Mr. Book's office. Numbers were struck out and changed apparently at the whim of Mr. Book, and to satisfy the applicants. The situation reached such a stage that Mr. Book had unlimited and arbitrary power over the issuing of permits. Mr. Book reaped some material advantage from this power, but in my opinion it was insignificant. The suggestion that thousands of dollars were paid to Mr. Book, or anyone else, in connection with the issue of building permits, or for any other reason, was not borne out by the evidence; there was absolutely no proof of any such payments. The attempt to prove by the investigation, into what was called "net worth", that Mr. Book had received substantial advantages from his employment as Building Inspector, was a complete failure. He was during the period covered by this investigation always more or less in financial difficulties.

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RE: DESTRUCTION OF RECEIPTS, DOCUMENTS ETC.

The second item in the Terms of Reference, dated May 29th, 1961, was as follows:

"(b) the destruction of receipts, vouchers, instruments, rolls or other documents, records and papers of and belonging to the Town of Mimico during the period from the 14th day of May, 1953;"

Mr. Thomas Rattle was called by Mr. Martin and examined as to the destruction of documents.

Mr. Rattle said he had been Treasurer of the Town of Mimico since October, 1960. Prior to that he was Accountant for the municipality, and his work consisted largely of Treasurer's work.

About sixteen months ago he commenced the preparation of sorting out obsolete records of the municipality. These records had been stored in two vaults in the Town Hall. He decided that the vaults were so littered up with old records, mainly relative to the Treasurer's Department, that he would start tidying up. He put the records to be discarded into boxes. He said he was following The Municipal Act, Section 377, R.S.O. 1960.

The Municipal Act is Chapter 249 of the Revised Statutes of Ontario, 1960, and the Section in question is 377, subsection 21.

Section 377 reads as follows:

"By-laws may be passed by the Councils of all municipalities ....."

This Section goes on to mention a large number of things that may be dealt with under the By-laws.

Subsection 21 reads as follows:

"Subject to the approval of the Department, for the destruction of receipts, vouchers, instruments, rolls or other documents, records and papers ....."

Mr. Rattle said this work continued over a period of months.

Mr. Martin presented a memorandum to Mr. Rattle from the Department of Municipal Affairs, entitled: "Memorandum re the Destruction of Records". Mr. Rattle said he was well acquainted with this memorandum and had followed it religiously. The memorandum is Exhibit 163.

When the documents were prepared for destruction it was necessary, before they could be destroyed, that a By-law be passed by the municipality authorizing the destruction of the documents. The necessary By-law was passed on the 12th December 1960, as No. 1901, with Schedule "A", which sets out a list of the records to be destroyed. This By-law was not approved by the Department of Municipal Affairs, which took the attitude that as a new Council had been elected subsequent to the passing of the By-law that the new Council should be the one to pass the By-law. The new Council passed the necessary By-law in March, 1961, being No. 1908. In addition to the By-law it was necessary to obtain the approval of the Ontario Department of Welfare, the approval of the Auditors of the Town of Mimico, and the approval of the Municipal Solicitors, and of course the approval of the Council as indicated by the By-law. All these approvals were obtained before the documents were destroyed.

After the new By-law was passed it was approved by the Ontario Department of Municipal Affairs on April 7th 1961. Exhibit 165 is a copy of the Bylaw #1908 with Schedule "A" attached.

Mr. Rattle stated further that after the approval of the Department of Municipal Affairs was obtained, that he and Mr. Lang, and another man (whose name he could not recall) took the documents to the incinerator, and they were destroyed. He said as far as he knew there were no other records destroyed other than those he had sorted out to be destroyed.

Mr. Rattle said under cross-examination by Mr. Golden that during the time he was sorting out the documents to be destroyed, he had noticed Mr. Walton about the office from time to time but that he did not know why Mr. Walton was there.

Mr. Maccabe, a former witness, was recalled, and he was examined by Mr. Martin. He confirmed much of the evidence that had been given by Mr. Rattle, and said that he was present in Council when the two By-laws were passed. He said that he assisted in the removal of the documents to be destroyed, that they were taken out in a car belonging to Mr. Lang, the Deputy Clerk.

Mr. Maccabe agreed that Mr. Walton had been about the office at the time the documents were being sorted out to be destroyed, but he stated he did not know what Mr. Walton was there for. He said that under legal advice he had declined to allow Mr. Walton to examine the documents.

Mr. Lang was next called by Mr. Martin in regard to the destruction of documents. Mr. Lang is the Deputy Clerk of the Town of Mimico.

Mr. Lang said that he assisted in gathering up the documents and in taking them to the incinerator.

I find there was nothing irregular in the destruction of the documents referred to. The destruction was carried out under the provisions of The Municipal Act with the approval of the Municipal Board, and the necessary By-law was passed. There were also other necessary approvals and these were obtained.

It is to be noted there were no documents called for during this investigation that were missing, or that could not be produced.

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RE: SALE OF LANDS

The third item in the Terms of Reference, dated May 29th, 1961, was as follows:

"(c) the sale, during the period from the 14th day of May, 1953, of any land owned by the Town of Mimico."

Most of the evidence in regard to the sale of lands was given by Mr. Lionel J. Ferrie. Recalled and questioned by Mr. Martin, Mr. Ferrie said, at page 52"

"Q. I take it the Council from time to time has been concerned about the Town's finances?

Ans. From time to time.

Q. From 1936 to 1937 a great deal of the assessment was lost by lands having to be forfeited for taxes, a great deal was forfeited on the assessment?

Ans. Correct.

Q. Would you care to estimate how many pieces of land were forfeited for taxes?

Ans. It was well over five hundred parcels, of twenty five, fifty foot, and other parcels.

Q. Has some of this land been resold to builders?

Ans. Some of it.

Q. In recent years?

Ans. From 1939 to 1950 and very little since, because there was very little left.

Q. Was it sold to builders or homeowners?

Ans. To builders, homeowners, not prior owners because the prior owners never redeemed".

At page 54 Mr. Golden asked Mr. Ferrie in respect to the number of parcels of properties that were acquired particularly in 1932 for default in the payment of taxes. The number was 575 parcels.

Mr. Golden asked, at page 55:

"Q. What procedure, and I am not referring specifically to this sale, by what procedure did the Town determine whether or not it was getting a fair price for the land sold?

Ans. According to the prevailing market price ascertained from individuals such as real estate dealers and other experts in the field, without

having to pay a commission; just from casual enquiry by myself of many valuers I know personally.

Q. Did you ask these persons to go and inspect?

Ans. Just a moment, I made this recommendation, then, of price to Council, and the Building Inspector, Mr. Thomas at that time, prior to Mr. Book's appointment; these recommendations were made, and Council passed resolutions accepting these offers. They went from there on through the proper procedure.

Q. When it came time to determine the price, would you advise His Honour what procedure you followed to determine whether or not the price was a good price?

Ans. You are stating one incident, you made reference to one incident, and that is the one we are speaking about.

Q. Specifically, what procedure does the Council or persons involved determine what price for which a property is being sold is the proper price?

Ans. As I said, the market prevailing in the area, from what can be ascertained from the real estate and other individuals and sales.

Q. Was it your practice to go out and speak to real estate agents about a specific piece of property in question?

Ans. I would call them on the phone.

Q. You asked them to make an inspection of the property?

Ans. No, no, no. The agents that I called were agents within the municipality who were fully acquainted with the properties of the Town of Mimico, many of them.

Q. Was there any particular agent with whom the properties were listed for sale?

Ans. They were not listed with anybody.

Q. No agent in the Town would have occasion to know or make it his business to know all about the Town's property?

Ans. No, just with sales within the municipality which he called me on.

Q. Were advertisements placed in the newspapers advertising the properties for sale?

Ans. No, they were not.

Q. Were tenders invited?

Ans. No, they were not.

Q. Were public notices published anywhere in the Town of Mimico?

Ans. Council during those years of most of those sales definitely made up their mind they were paying no commission to anybody in respect to these properties because they were being sold at a value which was the purpose of having the property built upon and tax revenue coming in.

Q. I take it by that you mean they were sold at an attractive price?

Ans. An attractive price and at the same time Long Branch and other towns were giving property away and at two, three and four dollars a foot, and such, and practically all these sales took place at that time".

And further at page 59:

"Q. Now, when we left off before lunch we were discussing the sales of property owner by the Town; would you indicate to His Honour whether or not any written appraisals were ever received of the property involved in question by the Town Council or by the Property Committee?

Ans. Not from 1933 until late about 1953.

Q. You are speaking now particularly of properties taken back by the municipality on account of unpaid taxes.

Ans. Yes.

Q. Actually, Mr. Ferrie, I would not like to limit my question, I meant any property sold by the Town, I understood they are all practically public?

Ans. We are talking about property acquired for taxes?

Q. Yes.

Ans. There were no appraisals made; only by the Property Committee and Council and Building Inspector and myself and of course on the advice of many others.

Q. Did you receive offers of purchase before you made any enquiries or did you make enquiries first and put the properties up for sale?

Ans. No, there was nothing, not until the purchase came in there was nothing done about it.

Q. All these sales were instituted by offers for sales who came in.

Ans. Yes.

BY THE COURT:

Q. The thought occurred to me, would you have a for sale sign on the property?

Ans. No, Your Honour.

At page 64, Mr. Martin asked Mr. Ferrie:

Q. Just one or two matters, Mr. Ferrie, in connection with the sale of property which had been taken by the Town for arrears of taxes, I understand that it was necessary to obtain approval of the Department of Municipal Affairs before that land could be sold?

Ans. Yes, in every instance.

And at page 69:

BY THE COURT:

Q. Mr. Ferrie, would you say your principal objective in making these sales was to get the arrears of taxes?

Ans. Yes, and also to get the properties built upon.

Q. To get the taxes in and sell the land to somebody who would build on it?

Ans. Yes.

Q. It would then be a source of revenue?

Ans. Yes, developing of debentures.

Q. Apart from that you were not concerned with the purchase price?

Ans. At that time I cannot recall of any instance throughout the whole Metropolitan area, particularly in the Lakeshore area, whether they were desirous of getting these properties on the productive tax poll, I know as neighbours we did not and they were giving them away for ten dollars."

My conclusion is that the lands taken by the Town of Mimico for unpaid taxes were sold in a very unbusinesslike and improvident manner. They were not sold in the way a private owner would have sold them. There was no sale sign on the property, no advertisements, no independent appraisals or valuations, and tenders were not called for. There was no evidence that any land was sold at a lower price than it should have been sold for, or in other words, that a higher price could have been obtained. There was nothing to indicate any malfeasance or unfair dealings by any member of the Council, or any employees, and nothing to indicate any favouritism, but that system of dealing with municipal property is open to very



severe criticism. The transactions indicated a lack of knowledge or appreciation, or of indifference and apathy, on the part of members of Council and officials as to their duties and responsibilities.

Mr. Thomas Rattle, Treasurer of the Town of Mimico since October 1960, was recalled and produced Exhibit 166, which he said was a list of the properties that were sold by the Town of Mimico from 1953 to 1960. The witness stated that the list sets out the description of the property, the purchaser, the price, and the Resolution of Council, and Departmental approval and the appropriate By-law. These were lands that had been taken by the Town of Mimico for arrears of taxes.

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The original Terms of Reference were enlarged by Resolution dated July 19, 1961, to include:

"(a) The closing of the Rex Theatre, Mimico, on or about March 25th, 1961."

Re Rex Theatre:

The first evidence was given by Robert Walton. He said he had operated the Rex Theatre since about August 28th 1959. He said the theatre had been in operation for about thirty five years, and when he began to operate it he started renovations which were continued for six or eight months. He said:

"I spoke to the landlord, Mr. Levitt, and told him we were having trouble with the Building Inspector and that he wanted to close us.

Subsequently I had an interview in Mr. Book's office; Mr. Book, Mr. Levitt Jr. and the Secretary were present. Mr. Book dictated a letter (Exhibit 32). There was also a letter (Exhibit 33) to Mr. Singer. The letter required repairs as indicated in the Exhibits. I did not believe the landlord would make the necessary repairs. Mr. Book came again later and said: 'It looks an awful lot like we are going to be closed'.

I told him I would make the repairs. It was then he said: 'Well this situation could be cleared up for a couple of hundred dollars.' He then repeated that statement and added the word 'Now'.

I gave the matter some consideration, but I was afraid that payment of \$200.00 would have to be made over and over again.

Later he came as a customer; he went to the Candy Bar and then he said to me: 'Have you thought about what I was talking to you about?'

And I said: 'Oh yes, but there's nothing I can do about it'.

Then he said: 'This is it, the theatre is closed - it is not going to open up any more.'

He then phoned Dr. Liebe and the Doctor came down with him. They took a flashlight and they went into the theatre, and then they said: 'The theatre will not open tomorrow for business.'

I pleaded with them to permit me to open on Saturday and they agreed to do that. I agreed with them about the closing of the theatre."

I quote from Mr. Walton on page 507:

"Unfortunately I had to agree with them. They

were right. The theatre was in such a condition that if it had not been for the pressures of business now existing for me to pay off the money, and to earn back the money I had invested in the theatre, and invested in renovations, I would have closed the theatre before that, myself."

And again, on page 507:

"Yes, I feel they were justified. I mean, I do not ever wish Mr. Book to come under fire because of closing the theatre for unjust reasons. He had every justification for closing the theatre, as did Dr. Liebe, as the situation they were talking about did exist."

The witness produced a number of photographs which were marked as Exhibits 34 - A.B.C.D. etc., being 20 photographs of the theatre. He said he closed the theatre on March 25th.

Mr. Walton was examined by Mr. World, Counsel for Mr. Book. At page 709:

"Q. You told him, Mr. Levitt, that Mr. Book could be bribed?

Ans. Yes sir.

Q. You are definite on this point?

Ans. Yes."

And on page 711, I questioned him:

"Q. Before you go further, I note you said you spoke to the owner of the theatre. Are we all sure who that is? Is it a corporation, or what?

Ans. I spoke to Mr. Levitt Senior.

Q. Mr. Levitt Senior. And he is, as far as you know, the owner?

Ans. Yes.

Q. Mr. Levitt Senior is the man to whom you spoke about this two hundred dollars?

Ans. I did not mention the two hundred dollars, Your Honour. I said to him that Mr. Book could be bribed.

Q. But the point I want to make is, that you spoke to Mr. Levitt?

Ans. Mr. Levitt Senior."

At page 722 Mr. Walton said:

"I found the closing of the theatre saddening, but necessary."

And again:

"Yes, the theatre was in the condition that it was fit to be closed."

And again at page 722:

"Q. And you were resigning yourself to that - to him - on that point?

Ans. It was justified, yes.

Q. And so, you were not going to raise any objection?

Ans. Well, when you see the walls falling in, it seems an odd time to object to anything. Just take it, and keep quiet."

On page 728 Mr. Walton said:

"I did not mention it to him (Dr. Liebe) as I felt both gentlemen (that would be Dr. Liebe and Mr. Book) were justified in closing the theatre, as unsanitary."

Again on page 740, and I am quoting from an answer by Mr. Walton:

"May I put it this way: I did not feel it was as a result of my refusal to give Mr. Book a bribe, that I was closed. It is just part of the closing of the theatre. I think that ultimately, even if I had paid the bribe, or somebody had paid him a bribe, if the theatre had been continuing to deteriorate at the rate it was, we would have been closed, at any rate in one year and a half, or whenever it was, beyond that period of time.

"By paying the bribe I could have remained open, but that would not have changed the condition of the theatre, and it still would have been classified as a hole."

And again on page 740:

"Q. You are saying that the bribe would have made no difference, and the theatre would have been closed in any event?

Ans. Eventually. Maybe not for quite some time, because Mr. Book told me he has considerable influence with the course of action taken in the whole town."

Dr. Herman Liebe was called and examined by Mr. World. He said he was the Medical Officer of Health for the Town of Mimico and the immediate superior in matters of health to Mr. Book.

Dr. Liebe said at page 792:

"On this Friday (March 24th) I received a phone call from Mr. Book shortly before midnight. He told me that he was at the theatre, that he had attended a performance, and he asked me whether I could come down and see the place again. He was most anxious to have me down there and he said the place was in the same miserable condition it had been in before, or even worse. Now I did not like the idea of going down there to make a Public Health inspection at midnight, but I finally drove down to the theatre and I met Mr. Book and Mr. and Mrs. Walton down there, and we went over the place again. We saw the same conditions, the leaking roof, the wet walls, the wet runners, the moisture in the air, and since almost a month or so had gone by and practically nothing had been done about it -- I must say, thought, that Mr. Walton had done a few things about the washrooms and the lobby which we had advised him to do, but otherwise - these were just minor things that were within his, that were his job, while he considered that the theatre was the owner's job to do that. Anyway he had done these things but otherwise the theatre was in a most deplorable condition and we decided that it was unsuitable, - unsuitable to be used as a theatre. So I advised Mr. Walton to cut out the matinee, which is a movie for children on Saturday afternoon, and he could go ahead with his Saturday night performance, but then stop his operation.

He was questioned:

"Q. And it was you who gave this instruction in the presence of Mr. Walton?

Ans. Yes, it was me. I instructed Mr. Walton.

Q. There would have been no doubt then in his mind as to who gave these instructions?

Ans. Oh no, there is no doubt about that at all."

And on page 794:

"Q. Well Doctor, when you gave instructions to close the theatre, was this an absolute closing or would you have permitted the theatre to continue if work had been done?

Ans. It was not an absolute closing, but we decided that this theatre could go on if alterations had been made and the theatre put into sanitary condition. We

did not put up a sign for this particular reason. Mr. Walton asked us to leave the sign in case he would re-open this theatre. His argument was that if the population had got to know that the theatre was condemned his chances of re-opening it and getting it going again would be much worse than otherwise. In fact, we suggested that he should put up a sign 'Closed for Alterations', which was not done, though."

And on page 796:

"Q. Doctor, if a couple of hundred dollars had been spent at a time, in renovations, would you have been agreeable to permitting the theatre to continue?

Ans. As long as we had seen an honest intention to do something about the place it was not a question of whether this had been done at once or whether it had been done over a period of time. In other words, if we had been asked 'we are going to fix this place up over a period of three, four or six months, we are going to do one thing after the other' - that would have been all right with us. As long as we found that there was no delay, that this was just not a tactic of delaying it."

Mr. Alan J. Levitt was called and examined by

Mr. World. He said he was a law student, and Secretary

of Strand Realities, a limited company, which is the

landlord of the Rex Theatre. At page 842 Mr. Levitt said:

"I will have to explain here that Mr. Walton's rent was paid by postdated cheques and there is a tendency for these things to cross, and Mr. Walton went from a position of being six hundred dollars in arrears to a position of being over thirteen hundred dollars in arrears. At this time we decided that we had gone as far as any reasonable landlord could be expected to go and there was no prospect of Mr. Walton making any arrangement to pay these arrears, and as far as we were concerned we were going to have our bailiffs come in there just as soon as possible.

"We had conversations with our attorneys, Messrs. Singer and Kert, and Mr. Singer advised us on what was necessary in order to terminate Mr. Walton's tenancy. These discussions I believe took place on the Wednesday and then again on Friday, the 24th. On Friday, the 24th, on Mr. Singer's advice, we went to White & Company, Bailiffs.

"On March 24th, a Saturday, we decided that we would change bailiffs to E.W. Wood & Company. On Monday morning I went to see Mr. Dawe, of E.W. Wood & Company, and we arranged with him to send his bailiffs in on the following day, that would be Tuesday, March 28th, at two o'clock in the afternoon. We wanted to be sure Mr. Walton would be there on Tuesday to let us in, so on Monday afternoon we phoned Mr. Walton and asked him to be at the theatre at two o'clock

in the afternoon to open the door for me and somebody who was going to make an estimate on repairs".

He was asked by Mr. World:

"Q. Excuse me, at this point - in this conversation with Mr. Walton, did he mention anything about the theatre having been closed down by the Board of Health?

Ans. No, Mr. Walton never made any mention prior to that evening of any conversation at all with the Board of Health, let alone the fact that the place had been closed down".

Mr. Levitt gave other information in regard to the unsatisfactory and unclean condition of the theatre at the time the bailiffs took possession.

At page 866 Mr. Levitt said:

"At the time on March 8th, I had been told for the past week at least by Mr. Walton that he had absolutely no money and that he could not afford any repairs and he could not afford to pay his rent either."

Further, at page 895:

"Q. Mr. Walton was closed by the Health Department on Saturday?

Ans. That is what I am told.

Q. It was not your people that closed him up, it was the Health Department?

Ans. On that Saturday, yes, of course, we had no knowledge about the Health Department.

Q. You were trying to close him down, anyway?

Ans. Yes, he would have been closed, regardless.

Q. You did not have the conversation you wanted with Mr. Walton regarding the repairs up to that time?

Ans. Mr. Walton put us off.

Q. You thought you had better close the thing down?

Ans. That's right.

Q. I do not suppose it would have mattered to you very much whether he was closed by the Health Department or by you as long as he was closed down?

Ans. It did not make a great deal of difference. We would have preferred to close him ourselves and avoid any possible recriminations from Mr. Walton."

Irwin James Levitt, Senior, was called by Mr. World, and sworn. He stated he was the father of Alan Levitt, who had previously given evidence, and that he was President of the Strand Realty.

He was asked:

"Q. Mr. Levitt, yesterday Mr. Walton in evidence said that he phoned you and said to you that Mr. Book could be bribed, is this the case?

Ans. No, definitely not.

Q. There was some evidence which appeared in the cross-examination that in June Mr. Walton telephoned to ask to go back into the theatre?

Ans. Yes, sir.

Q. And this was after, I believe, certain articles had appeared in the Press?

Ans. Yes.

Q. Your reaction to that was what?

Ans. I would not allow him to."

And on page 926:

"Q. Did Mr. Walton ever allege to you there were certain irregularities in connection with the closing of the theatre, did he ever tell you there was something irregular about it, something funny about it?

Ans. No, to my knowledge.

Q. You say he never told you Mr. Book could be bribed. Did he ever tell you it could be possible for you to arrange to keep the theatre open by dealing with Mr. Book?

Ans. Definitely not."

And on page 928:

"Q. You definitely recall you were never told by Mr. Walton that Mr. Book could be bribed?

Ans. Definitely.

Q. Perhaps not in those words; anything to give you that indication ever said to you?

Ans. No, never.



Mr. Book was recalled (page 929) and after some preliminary discussions about the complaints, the candy bar, etc. he said:

"What happened after the meeting we had in the office with Mr. Levitt and myself, and Dr. Liebe, and the secretary that took the notes, and she came down later when we called for her, and when they left, Mr. Levitt and Mr. Walton, Mr. Walton came back into my office and said: 'don't believe a word they have told you, they have no intention whatsoever of doing any work.'"

Mr. Book said further, at page 933:

"Pardon me, he (meaning Mr. Walton) did come to my house and said he had obtained his copy of the letter and I could go down and see it and I went down and saw it and we discussed further closing. At that time Mr. Walton cried openly and said could something be done to stay in business, that he had tied up his life savings, and I know for a positive fact I said at that time and also at the meeting in my office - 'Mr. Walton, please compose yourself, this is not as serious as you are making it out to be. I am sure for a few hundred dollars at a time, if you go to Dr. Liebe and show good faith, I am sure, knowing him as I have in our business association, that he would let you continue in the business.'"

After further discussions about the inspections and the candy bar, Mr. Book said, at page 935:

"Q. At any time during that evening did you say to Mr. Walton - 'Do you remember what I said?' - and his reply was to the negative, or - 'Have you thought about what we discussed?' ---- Did you at any time say that, and did you at any time say the theatre will have to be closed down?"

Ans. I have never said that, either statement, at any time. I did say to Mr. Walton on one occasion - 'It appears we are not getting anywhere here. It looks very much we will have to take steps to close the theatre down.'"

And on page 938:

"Q. Did you at any time ask Mr. Walton for a bribe to leave the theatre open?"

Ans. Sir, I do not know how strong His Honour would allow me to put this, but at no time was there any discussion between Mr. Walton and I as to him paying me any money of any kind because even if he had, I could not possibly have held the theatre open. I am merely an Inspector - I inspect and report and give recommendations. I say once again most profoundly there never was a discussion of a bribe, if the word must be used, or monies to pay me in order to help see that the theatre was left open."

Under cross-examination by Mr. Martin, Mr. Book said, at page 944:

"There was definitely at no time, if you allow me to express it, any conversation as to a bribe or that I could get anything fixed for Mr. Walton for a sum of money."

Further, at page 945:

"Q. Have you ever had any, should I say, any run-ins or any trouble with him? (meaning Mr. Walton)

Ans. Up till the time that this Inquiry started, and Mr. Walton came to my office demanding certain records, I have never had any word of animosity with Mr. Walton in any or regard."

Upon cross-examination by Mr. World, at page

948, Mr. Book said:

"Q. This complaint you received concerning the theatre from someone that had been there, you received it indirectly?

Ans. Yes.

Q. From Mr. Griggs?

Ans. Mr. Harry Griggs.

Q. Was the complaint made to you in writing?

Ans. No, it was not.

Q. Never?

Ans. No, it was not at any time.

Q. What did Mr. Griggs say to you?

Ans. He just said to me in the hallway of the building he had been told that the Rex Theatre was damp and musty, and would I go down and have a look into it.

Q. He didn't send you a memo or anything like that?

Ans. No.

Q. He did not institute any official action as Mayor?

Ans. No.

Q. Just made a passing remark in the hallway?

Ans. Coming from one's superior, I do not call it a passing remark. I do not think he would have said it if he did not want me to do something."

I do not find anything irregular or that could be criticized in the closing of the Rex Theatre. It was closed by the municipality through its officials, Dr. Liebe and Mr. Book; it was in bad condition and should have been closed. Even Mr. Walton himself admitted that the theatre should have been closed and that no criticism could be made against Mr. Book for closing it.

The only thing that seems strange is that Mr. Book thought, at twelve o'clock at night, on the night of March 24th, that the theatre should be closed at once, and it seems strange that after it had been open so long and the conditions had existed a long time, that Mr. Book thought it necessary to call Dr. Liebe from his home, at midnight, to come down to the theatre and close it up.

I have dealt elsewhere with the question of an alleged request for a bribe in connection with the closing of the theatre.

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The second paragraph of the Resolution dated July 19th, 1961, is as follows:

"(b) The receiving and opening by the Town of Mimico on June 22nd, 1961, of tenders for certain roadways."

OPENING OF TENDERS:

The first witness called was Murray Keith Maccabe, Clerk of the Town of Mimico. He had held that position since October 1st 1960.

He said tenders were called to be received at the Town Office on Thursday, June 22nd, 1961, for the construction of approximately 13,000 square yards of pavement, widening and resurfacing of various streets.

The tenders were received up until noon of June 22nd, at various times in the morning. The envelopes were marked with the date and time that they were received.

They were marked at the counter in the municipal office and initials were placed on the outside of the envelopes and they were brought into Mr. Maccabe, and put in the filing cabinet. They had been marked with a date stamp, with the time of receiving, and initialled by a member of the staff who was on the counter at that time. A special meeting had been called for the evening of June 22nd to consider the tenders. In preparation for that meeting Mr. Maccabe

had made a list to be handed to each Councillor so that a record of the names and amount of the tender could be written down by the Councillor as they were read out. A copy of this list was filed as Exhibit 158. All members of Council were present and in addition Mr. Paul Phillips, a member of the firm of Messrs. Proctor and Redfern, Consulting Engineers for the Town.

The tenders were opened by Mr. Phillips, with Mr. Maccabe directly behind him. As Mr. Phillips opened

the tenders he read out the name, the amount, and other particulars, and this was taken down by members of Council. The tenders were put in as Exhibit 159.

After the tenders were opened and particulars taken, Mr. Phillips and the Town Treasurer took the tenders upstairs to check the additions and look for any possible errors. Mr. Phillips returned towards the close of the meeting and gave his result of the examination of the tenders, as follows:

|                         |             |
|-------------------------|-------------|
| BOTTING ASPHALT .....   | \$46,683.40 |
| STANDARD PAVING .....   | 47,281.40   |
| WARREN BITUMINOUS ..... | 49,206.50   |

One of the projects having to do with Superior Avenue was deleted from the tender and Botting Asphalt was granted the contract, subject to them accepting the deletion of Superior Avenue. Then the meeting adjourned. Mr. Phillips took the tenders and envelopes and reported that he would send them back to Mr. Maccabe.

Mr. Maccabe said he then went upstairs and started to do some typing.

Mr. Maccabe continued his evidence:

"I was doing the typing when the Mayor came into my office and said: 'Stop - this is serious - Johnson says he knew before the meeting that Botting Asphalt was the lowest bidder and it has been given to the Star.' He then left the office and came back in again and asked me if I had opened the tenders. I became a little annoyed and asked for an explanation. He repeated to me that Councillor Johnson had known before him who the successful bidder was and how did it happen. At this time Councillor Johnson and Mr. Walton came into the office. I tried to elicit from Councillor Johnson and Mr. Walton who had told them this. I'm afraid I lost control of myself and all I could repeat was 'who told you?'"

Mr. Maccabe said that he had not noticed that one of the envelopes was closed with Scotch tape. When it was drawn to his attention he said that was the envelope containing the tender of Blake Construction Company.

On cross-examination Mr. Maccabe said that as far as he was concerned everything in connection with the tenders was regular and he had no knowledge of any irregularity.

Mayor Griggs was recalled and examined by Mr. Martin. He said he was present when the tenders were opened, that all members of Council were present - the Engineer, and the Clerk, Mr. Maccabe. He corroborated the evidence that had been given by Mr. Maccabe.

Mayor Griggs went on as follows:

"After the meeting adjourned I went upstairs and Councillor Johnson came in and told me that he knew - that he had been told before who the low tender would be and what the price would be (\$46,000) and that it would be Botting Asphalt, and that had me alarmed, and I thought, what on earth is going on. I considered it very serious and I do not mind admitting I worried about a thing like this happening.

"My recollection is that Councillor Johnson indicated that it was Mr. Walton who had told him.

"I told Councillor Johnson that if he had told me before the meeting I would not have opened the tenders.:"

Under cross-examination by Mr. Golden, Mayor

Griggs said:

"Q. Do you think perhaps there was a leak of the price to the lowest contract bidder?

Ans. To be perfectly frank I don't know what to think.

Q. Did that thought enter your mind?

Ans. I thought there was a leak somewhere.

Q. Do you still think so?

Ans. Oh, yes."

Mayor Griggs said further, on page 2072:

"I do not know what to think, if I knew the answer I would tell you and if I presumed it would be conjecture, and I do not know whether you want to hear what I think."

Questioned by myself, at page 2073"

"Q. The tenders were called out?

Ans. Yes.

Q. Anybody listening would know who the lowest tender was and approximately what the price was?

Ans. Yes, they mentioned the lowest bidder.

Q. That would be public at the meeting?

Ans. Yes.

Robert Walton was next called and examined by

Mr. Golden, and he said:

"Well, I knew prior to the meeting starting what the bid was going to be, that Botting was going to win the bid at forty-six thousand and change."

Mr. Walton said he told several people about the information he had. He said:

"Among others I told was Councillor Johnson as he was rushing into the meeting."

Mr. Walton said he received the information referred to in an anonymous telephone call. He recognized the voice of the caller, as having heard it before, but did not know the name of the person who called.

Mr. Walton stated further, at page 2081, that he saw the envelopes with the tenders in them after the meeting and that there were no notations on the envelopes. More particularly, that the date was not on them.

It was noted that all the tenders were marked June 22nd, except one which was marked June 26th.

Mr. Maccabe was recalled at my request and examined. It appeared that one of the envelopes was not initialled. He said his only explanation about the date of June 26th was that it must have been an error by the young person who marked the envelopes and initialled them when they came in. He said in answer to a question by me on page 2084:

"Q. Well, anyway, you have no explanation for how it was that June 26th was on that, and that date was not until four days afterwards?"

Ans. It must have been on the 22nd, Your Honour, because of the sheet they made up. I knew I never noticed '26th' on it. It is noted No. 1 so I would say that the young lad that took it in started off that day and found out it was the 22nd and changed them in the future."

Mr. Macabe was recalled and examined by Mr. Martin.

He said, at page 2087, that No. 1 tender was dated June 26th and that was a tender by Bramel Construction Co., but it was not the successful tender. Mr. Maccabe's list indicated that the envelope with the Scotch tape was the tender by the Bray Construction Co., which was not the successful tender.

Questioned by myself, Mr. Maccabe testified:

"Q. Those amounts were called out, and anyone present could hear them?

Ans. That is quite true.

Q. Then, anyone who was keeping track of the tenders, would know at a glance who was the lowest tender, and by whom, and the amount?

Ans. That is right, sir.

Q. How long after that happened were you in your office, when the Mayor came in?

Ans. The meeting had adjourned, and I was doing some typing for the Mayor; and that was about ten o'clock, I would say.

Q. How long after the meeting had adjourned?

Ans. Upward of twenty minutes.

Q. What was the mystery about it? Anyone in the audience, who was keeping track of it, could come into your office or speak to the Mayor, and say that Botting Asphalt would get the tender, and the price was forty-six thousand dollars?

Ans. That is correct, Your Honour.

Q. Did the lowest tender always get the contract?

Ans. The advertisement, I believe, says 'not necessarily.' But from my experience, from my short experience, it has been.

Q. I see. But anyone listening, could come to you and the Mayor, and could say that Botting would get that particular contract, because the price was forty-six thousand dollars, in round figures?

Ans. That is right, sir.



Q. Then, what is the mystery about it?

Ans. Well, personally, I think it was just an effort to excite us a little bit; we had been fairly well excited at the Municipal Office.

Q. They were fairly successful, if that was the object?

Ans. I believe it was.

Q. And you say it was twenty minutes after the adjournment, before the information was relayed to you, by the Mayor?

Ans. That is correct, Your Honour."

Mr. Alexander Halliwell was recalled and examined by Mr. Martin. He gave evidence that he was a member of the Council of the Town of Mimico, and was present at the meeting on June 22nd when the tenders were opened. He said the public was admitted to the meeting, and he gave about the same evidence as to the procedure as that given by Mayor Griggs and the Clerk. Mr. Halliwell had his copy of the sheet which was put before all members of the Council by the Clerk prior to the opening of the tenders. This copy was filed as Exhibit 12.

On examination by Mr. Martin, Councillor Halliwell said that Councillor Johnson was at the time the Chairman of the Works Committee, and that the press was present when the tenders were opened.

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My conclusion is that there was no evidence of malfeasance or other unjust conduct on the part of any member of Council or any employee in connection with the opening of the tenders. I do not accept the evidence of Mr. Walton or Councillor Johnson. It is inconceivable that if Councillor Johnson had the information that he said he had, that he would not have made it known before the

tenders were open. It was obviously his duty to do so. He was not only a member of Council, he was Chairman of the Works Committee. It was some twenty minutes after the meeting was over, when the substance of the tenders was known to all assembled, that Councillor Johnson and Mr. Walton said they had known beforehand the amount of the tender and who the successful tenderer would be. By that time all the information was public knowledge.

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In a further Resolution of the Council, dated July 21st, 1961, it was Resolved that the Inquiry be enlarged:

"to include the sale and/or transfer of lands by the Town of Mimico to Mr. Hugh M. Griggs in the years 1939 and 1941 and any subsequent transaction in regard thereto as may appear to be pertinent."

RE: LAND PURCHASES BY MAYOR GRIGGS, FROM THE  
TOWN OF MIMICO.

Before adducing any evidence, Mr. Golden filed Exhibits 145, 146, 147, 148 and 149, having to do with the matters hereinafter referred to.

Mayor Griggs acknowledged that he was the Hugh M. Griggs referred to in the Exhibits already filed and that he was presently the Mayor of the Town of Mimico.

He said that in the year 1939 he contemplated running for the Council of Mimico, and he thought at that time it would be better if he owned some land in the Town.

At that time the municipality had a great number of lots - some 575 - which had been taken back for unpaid taxes. Mayor Griggs bought one of those - a lot on Hillside Avenue, for \$280.00. That was in the fall of 1939. Later in the year 1939 Mayor Griggs was elected to the Council of the Town of Mimico.

In the year 1941, his second year in Council, Mayor Griggs decided to make plans for building a house, and it appeared advantageous that he have a lot slightly larger than the one he had purchased in 1939. The Town of Mimico still had plenty of land available, so he exchanged his lot on Hillside for another lot a short distance down the street. The second lot was two feet wider than the original lot so he paid an additional \$26.00. Land at that time was selling for \$8.00 a foot, making \$16.00 for two feet, and there was \$10.00 for legal fees. He deeded back the lot he had

purchased in 1939 to the municipality and received a deed for the new lot. The new lot therefore cost him \$306.00. The necessary By-law was passed. Mayor Griggs said he was a member of Council at that time but he took no part in the transaction. He left the Council table while the proceedings were going on and did not vote on the By-law.

In the year 1947 Mayor Griggs said he had not built a house and decided to sell the lot. He sold it to Mr. and Mrs. Frobisher for \$1,010.00. In the meantime he had paid taxes on the vacant lot amounting to \$376.31, so at the time of the sale the lot had stood him \$682.31. The profit to Mayor Griggs, after holding the lot for approximately six years, was roughly \$310.00. No mention was made of the interest but I have computed it roughly. The lot in round figures cost \$300.00 in 1941, and with interest at 5%, the interest on the investment would amount to approximately \$100.00, so as I figure it the net profit was something like \$210.00. Mayor Griggs had no revenue from the lot while it was in his possession, except as he said a few vegetables and flowers that he grew there.

Mayor Griggs said that what he did in 1941 was actually not a purchase but a trade. I cannot agree. He did in effect buy a lot. The fact that he paid for it by deeding another lot to the municipality does not change the nature of the transaction. What happened in 1941 was to all intents and purposes a purchase from the municipality, and a sale to the municipality.

The governing Section of The Municipal Act, being Chapter 249, R.S.O. 1960, reads as follows:

"If a member of a council in his own name or in that of another and alone or jointly with another enters into a contract with or makes a purchase from or a sale to the corporation, the contract, purchase or sale as against the corporation is void."

I find nothing to indicate malfeasance, breach of trust or misconduct on the part of Mayor Griggs. What he did, he did openly, having declared his interest, and without any intention of making a profit, and in fact made very little profit.

I must find, however, that Mayor Griggs unwittingly and without realizing that he was acting contrary to the provisions of The Municipal Act, bought land from the municipality and sold land to the municipality, which he should not have done while a member of Council.

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SUGGESTIONS AND RECOMMENDATIONS:

(1) The appointment of an official in each municipality whose duty it would be to see to the enforcement of By-laws, with full power to investigate, and if necessary to prosecute for violations. Investigations could be instigated at the volition of the official who was appointed but it would be compulsory on the written request of, say, three citizens (or such number as may be designated). The mere fact that there was such an official, with the duties and powers as outlined, would undoubtedly do much to prevent violations of By-laws.

(2) This investigation is conducted under Section 242, subsection 1, of The Municipal Act, being Chapter 249, Revised Statutes of Ontario (1960), and The Public Inquiries Act, Chapter 323, Revised Statutes of Ontario (1960).

It is suggested that The Municipal Act be amended or a new Act passed, setting out clearly and definitely the whole procedure to be followed in Inquiries or investigations of this nature, and dealing, among other things, with the admission of evidence. Provision should also be made for review by a higher tribunal under certain circumstances.

The only case referred to me by Counsel, or that I was able to find, was conducted under the provisions of The Public Inquiries Act, above referred to. The case is Re The Childrens' Aid Society of the County of York, reported in 1934 Ontario Weekly Notes, page 418. This is a decision of the Court of Appeal for Ontario, and I am quoting from the decisions of the three Judges then sitting:

(a) Mulock, C.J.O.

"It (referring to the Inquiry) is one to bring to light evidence or information touching matters referred to the Commissioner.

"The rules of evidence have no application to such

an Inquiry.

"The Inquiry is one on behalf of the general public, and should be conducted in public.

(b) Riddell J.A.

"The Inquiry is for the purpose of informing the people concerning the facts of the matter to be enquired into.

"Nor are the strict rules of evidence to be enforced. Much that could not be admitted in a trial in Court may be of the utmost assistance to the Commission.

(c) Middleton J.A.

"It is an Inquiry not governed by the same rules as are applicable to the trial of an accused person.

"The public, for whose service this Society was formed, is entitled to full knowledge of what has been done by it and by those who are its agents and officers and manage its affairs.

"This is a matter in which the fullest enquiry should be permitted."

I wish to refer particularly in the above to what was said about evidence and the admission of evidence.

The above case is the law as it stands at present. It seems to be the unanimous opinion that the ordinary rules of evidence do not apply, on such an Inquiry. The question then is, what rules of evidence do apply? It seems to be obvious from this decision that hearsay evidence should be admitted, but if hearsay evidence is admitted where is one to draw the line? The next step is rumour, gossip, and the like. It seems desirable that this point should be clarified, and as there are no later decisions, such clarification can only be done by Act of the Legislature.

I will repeat three of the above extracts:

"The Inquiry is one on behalf of the general public, and should be conducted in public."

"The Inquiry is for the purpose of informing the people concerning the facts of the matter to be enquired into."

"The public, for whose service this Society was formed, is entitled to full knowledge of what has been done by it and by those who are its agents and officers and manage its affairs."

From the above it seems reasonably clear that it is the opinion of that Court, as indicated in the three quotations, one from each of the three judgments, that the fullest possible publicity should be given to the Inquiry, through whatever medium or mediums this publicity can best be given.

(3) The Municipal Act above referred to, is a long complicated Act of five hundred and twenty five sections. Many of these sections have a large number of subsections, up to forty or more. The Act takes up 570 pages in the Revised Statutes. It would be too much to expect any Mayor, Reeve, or other member of a municipal body, or any official or other employee, to make an intensive study of this complicated Act.

It is suggested that a handbook be prepared setting out definitely the privileges, obligations and duties of the heads of municipalities, the members of Council, and the more important officials, through whom the business of the municipality is conducted.

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CONCLUSION

Attached to this Report is a list of the Exhibits filed during the Inquiry.

I wish to express my gratitude and appreciation to all Counsel who took part in this investigation. The fact that there were six different and distinct matters referred to in the Terms of Reference, all unrelated and complicated, necessitated a tremendous amount of research and investigation. This was done thoroughly and efficiently.

All of which is respectfully submitted.

DATED AT TORONTO THIS 2nd DAY OF FEBRUARY, 1962.

"J. Ambrose Shea"

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Judge

# M I M I C O   I N Q U I R Y

## LIST OF EXHIBITS

1. Copy of Resolution, Town of Mimico, passed 29th May, 1961.
2. Copies of Notices of Mimico Inquiry appearing in Daily Papers.
3. Town of Mimico By-Law No. 1766, 18th September, 1953.
4. Town of Mimico Amended By-Law No. 1766, 31st March, 1954.
5. Town of Mimico By-Law No. 1111 Amended 23rd March, 1954.
6. Town of Mimico Zoning By-Law No. 1852, 8th July, 1958.
7. Town of Mimico Building By-Law No. 1853, 14th August, 1958.
8. Report prepared by Mr. L. J. Ferrie covering years 1950 to 1960 (2 pages).
9. Plan Corporation of the Town of Mimico.
10. Town of Mimico By-Law No. 1865 Amended, Approved 23rd February, 1959.
11. Blank Form of Application - Sale of Property.
12. Copies of Minutes 1955 to 1961 - Corporation of the Town of Mimico.
13. Enlargement of Forms of Reference.
14. Sketch survey, No. 43, Royal York Road, Mimico, Also Survey of No. 43 Royal York Road Mimico - J. W. Book.
15. Copy of Resolution No. 115, Town of Mimico, 25th May, 1959.
16. Photograph of 1 Superior Avenue (South).
17. Photograph of 1 Superior Avenue (North).
18. Photograph of 28 Eastbourne Avenue (Front).
19. Copy of letter 22nd September 1959, Land Use Planning Division to Mr. J. Book.

20. Application for Permit to build 66 Hillside Avenue, 2nd February, 1960, Permit not issued.
21. Building Plans
22. Application for Permit to build 66 Hillside Avenue, 13th January, 1961, Permit No. 6271.
23. Plans 66 Hillside Avenue (3 Sheets).
24. Affidavit signed by Marjorie G. Kay, dated 18th May, 1961.
25. Article by Pierre Berton - Toronto Daily Star, dated 24th May, 1961.
26. All Building Plans submitted by Mrs. Jackson, (78 Suite Apts.). Also original Plans, letter dated, and two applications.
27. Original Plans submitted (3 Sheets).
28. Receipt \$75.00 (undated) signed Joseph Kastelic
29. Survey of Lots 52-53, (66 Hillside Avenue).
30. Building Permit No. 6103, 7th December, 1959.
31. Cancelled cheque, Town of Mimico, 29th of August, 1960, \$270.00, payable to J. Teichman.
32. Letter 8th March, 1961, Board of Health to Robert Walton.
33. Copy of letter 8th March, 1961, Board of Health (H.K. Leibe, M.O.H.) to Joseph Singer, Q. C.
34. 20 Photographs of Rex Theatre.
35. Letter 27th March, 1961, Medical Officer of Health (H. K. Liebe) to Robert Walton.
36. Survey of 25 Elizabeth Street, Mimico.
37. Plans of Apartment Building 25 Elizabeth Street, Mimico.
38. Building Permit No. 6275, 7th March, 1961.
39. Building Permit No. 6260, 26th January, 1961.
40. Two photographs of Basement - 25 Elizabeth Street, Mimico.
41. Five photographs of Apartment Building (86 Apartments) 27 Lake Shore Road, Mimico.
42. Two Building Permits Nos. 6255 and 5999B 13th January, 1961, 20th February, 1959.

43. Plans of 27 Lake Shore Road, Mimico.
44. Three Sets of Plans 107 Lake Shore Road, Mimico.
45. Plans of 103 Lake Shore Road, Mimico.
46. Plans of 117 Lake Shore Road, Mimico.
47. Plans of 49-51 Lake Shore Road, Mimico.
48. Plan and Sketch Survey 66 Station Road, Mimico.
49. Sketch Survey - 110 Stanley Avenue, Mimico. 28th April, 1961.
50. Plan, 2 Sketch Surveys and 1 Ink Sketch.
51. Survey - Stanley Avenue, 21st September, 1960.
52. Plan and Block Plan of 1 Superior Avenue, Mimico.
53. Photograph, 2 Superior Avenue, Mimico.
54. Photograph, 2 Superior Avenue, Mimico.
55. Survey, 2 Superior Avenue, Mimico.
56. Set of Plans, 2 Superior Avenue, Mimico.
57. Set of Plans, 2 Superior Avenue, Mimico.
58. Building Permit, No. 6118, 5th March, 1960, (Memo in pencil in back).
59. Survey - Part Lots 311, 312, 313, Burlington Street and Stanley Avenue, Mimico.
60. Plans and Survey, 14 Burlington Avenue.
61. Plans and Blue Print, 38-44 Cavell Avenue, 29th May, 1958.
62. Building Permit No. 6098, 10th November, 1959.
63. Building Permit No. 6035, 25th May, 1959.
64. Building Permit No. 6220, 19th September, 1960, also Building Permit 6281, 16th November 1961.
65. Building Permit No. 6004, 27th February, 1959, Also Building Permit No. 6065, 4th September, 1959.
66. Building Permit No. 6083, 10th August, 1959, Also Building Permit No. 6116 A, 10th March, 1960.
67. Building Permit No. 5987, 22nd January, 1959.
68. Affidavit Signed R. W. Walton, dated 23rd, May, 1961.

69. Copy of Resolution, Town of Mimico, 19th July, 1961, re Enlargement of Terms of Reference.
70. Copy of letter 26th October, 1960, Strand Realities to R. W. Walton.
71. Bailiffs Warrant, 24th March, 1961.
72. Ten Photographs of Interior of Theatre.
73. Resolution - Town of Mimico, closing Rex Theatre, 5th April, 1961.
74. Record of Current Account, Bank of Montreal 15th August, 1956 to 24th July, 1961, Pages 5 & 6.
75. Personal Chequing Account - Toronto Dominion Bank - Jack W. Book, 21st September, 1959 to 17th July, 1961.
76. Photostat copy of Savings Account - Bank of Montreal, 9th January, 1959, to 30th April, 1961.
77. Photostat copy of Demand Loans, Bank of Montreal, 1958 to 1959.
78. Photostat copy of Home Improvement Card, (1955-59), Bank of Montreal.
79. Four photostat pages - Copy of Ledger Card, Bank of Montreal (Ex. 74).
80. Certified copy of Conditional Sale filed, 22nd April, 1959 #21888, Roberts Furniture Ltd.
81. Approval of Sale of Property, Vanevery Street, 11th, December, 1956 \$1,700.00.
82. Offer to Purchase, Cavelle Ave., \$10,000.00, 14th July, 1958, with note attached by L. J. Ferrie.
83. Photostat copy of Accepted Offer, (Ex. 82), dated 17th December, 1958.
84. Resolution, Town of Mimico, 9th January, 1959 Re Lots 110-111, North Side, Cavelle Avenue, Mimico.
85. Approval Sale of Property, Cavelle Avenue, 24th February, 1959, \$17,000.00.
86. Letter, 6th July, 1959, Town of Mimico, L. J. Ferrie to C. Roach.

87. General Receipt Book, 1959, Town of Mimico, \$3801. to \$4,000.00.
88. Permit to Build, #6041, 26th May, 1959, Town of Mimico, 163 Hillside, \$34,000.00.
89. Contract purchase of boat, \$1,600.00, 11th September, 1959, Sansom Marine Supply.
90. Memo made by A. J. Sansom re Sale of Boat, (See Ex. 118 re Cheque \$300.00).
91. Affidavit signed by Angelo Falzon, 18th May, 1961.
92. Copy of Agreement and Record of Sale, 17th June, 1958, Portland Street, \$11,500.00.
93. Copy of Agreement and Record of Sale, 17th December, 1958, Portland Street, \$12,500.00.
94. Debit Slip Imperial Bank, \$300.00, J. Kastelic, 14th September, 1959.
95. Resolution, Town of Mimico, Enlargement of Terms of Reference, 21st, July, 1961.
96. Certificate Registry Office, 17th July, 1961, Re Partnership, Dominion Gift Supply, Registered, 7th October, 1958, No. 26044.
97. Affidavit signed by Lindo Latini, dated 18th May, 1961.
- 92.A. Original Agreement of Exhibits 92.
- 93.A. Original Agreement of Exhibits 93.
98. Agreement of February 7th, 1958, (Bolitho).
- 98A. Record of Sale, 7th February, 1958 (Bolitho).
- 98B. Cheque, \$156.71, Iamarino to Latini, 27th March, 1958, Cheque No. 405.
- 98C. Cheque, \$156.71, Iamarino to Latini, 27th March, 1958, Cheque No. 406.
99. Approval By-Laws #1854 - 1855, 22nd August, 1958, Ontario Municipal Board.
100. Agreement 12th March, 1958, \$13,000.00, (Guglienciello) Record of Sale, and two cheques of \$102.25 attached.

101. Agreement, 8th February, 1958, \$23,600.00, (Viola), Record of Sale, and two cheques of \$192.50, also Direction attached.
102. 42 Copies of Deposit Slips, Jade Co. Book, (See Exhibit 75).
103. General Receipt Book, \$1401, to \$1600, October 31st, 1955, to April, 12th, 1956.
104. Application for Building Permit #5505, 17th, January, 1956.
105. Plans 91-93 Hay Avenue, Mimico, (1957).
106. Building Permit #5697, 8th July, 1957.
107. Plans 21 Evans Avenue, Mimico.
108. Building Permit #5981, 15th January, 1959.
109. Blue Print, Plans 5 Plex, 49 Evans Avenue, Mimico.
110. Building Permit, #5767, 15th November, 1957.
111. Plans proposed Sixplex, 11 Evans Avenue, Mimico.
112. Building Permit #5877, 18th June, 1958.
113. Plans, 23 Evans Avenue, Mimico.
114. Building Permit #5711A 14th August, 1957.
115. Plans 50-52, Hay Avenue, (2 TriPlex).
116. Plans 95 Hay Avenue, Mimico, (1957).
117. Building Permit #5790, 3rd February, 1958.
118. Cheque \$300.00, J. Kastellic to Sansom Marine, 11th September, 1959, (See Ex. 90 re Memo Sale of Boat).
119. Letter 17th April, 1961, Martha Jackson to Town Council, Mimico.
120. Offer to Purchase, 137 Lakeshore Road, \$21,000.00, (Undated).
121. Offer to Purchase, 137 Lakeshore Rd. \$34,000.00, January, 1960.
122. Set of Plans (Revised) Superior Avenue, 24 Suites, 28th March, 1960, (Ex. 59).
123. Building Permit #5990, 27th January, 1959.
124. Set of Plans 28 Eastbourne Crescent, Mimico.

125. Building Permit #6202, 23rd August, 1960.
126. Offer to Purchase, 28 Eastbourne Crescent, \$25,000.00, 18th July, 1959.
127. Plans 52 Stanley Avenue, Mimico.
128. Plans and Survey, 162 Hillside Avenue, Mimico.
129. Plans 315 Melrose Avenue, Mimico.
130. Building Permit #6269, 14th November, 1960.
131. Building Permit #6253, 6th January, 1961.
132. Building Permit #5705, 26th July, 1957.
133. Building Permit #5945, 30th October, 1958.
134. Building Permit #5787, 23rd January, 1958.
135. Declaration Watson Mashinter covering Copy of Ledger Sheets attached, Account Joseph Kasteric, (See Ex. 94).
136. Sketch Survey Lot 118, Plan M76, Mimico, 30th August, 13, (160 Hillside Avenue).
137. Photo 162 Hillside Avenue, Mimico.
138. Survey Part Lot 87, Plan M328, Mimico, 27th August, 1949.
139. Copy of Letter, 29th September, 1960, McKee to Town Clerk Mimico, with Letter, (copy) dated 29th September, 1960, to Chairman Building Committee attached.
140. Copy of letter (3 pages) 7th February, 1961, Gauld, Hill & Kilgour to M. MacCabe, Clerk, Town of Mimico.
141. Copy of letter, 13th March, 1961, E. McKee to Mayor and Councillors - Town of Mimico.
142. Transcript of Evidence, Magistrates Court, New Toronto, 11th May, 1960, Town of Mimico vs. Triglare Construction Company Limited,
143. Plans 85 Royal York Road, Mimico.
144. Two Surveys, Part Lot 88, Plan M328, (Ex. 9 Magistrates Court).
145. Certificate of Search as to Title, Parcels 4063 and 4064, Township of Etobicoke, 20th July, 1961.
146. Certificate of Search as to Title, Parcel 5605, Township of Etobicoke, 20th July, 1961.



147. Registered Instrument No. 346894, re Transfer of Land to Hugh M. Griggs, by Town of Mimico, 16th November, 1939.
148. Registered Instrument No. 433646, re Transfer of Land to Hugh M. Griggs by the Town of Mimico, 17th November, 1947.
149. Registered Instrument No. 433647 re Transfer of Land to Hugh M. Griggs by the Town of Mimico, 17th November, 1947.
150. Two Articles Pierre Berton, Toronto Daily Star, 25th May, 1961, and 20th June, 1961.
151. Two Surveys, 27 Lakeshore Road.
152. Sunnibilt Contract \$966.00, Garage J. W. Book, 21st April, 1959.
153. Sunnibilt Shipping Invoice, 24th April, 1959.
154. Sunnibilt Copy of Ledger Account.
155. Original Deposit Slip, \$1,784.37, Royal Bank, 23rd April, 1959.
156. Original Deposit Slip \$26,332.23, Royal Bank, 7th July, 1959.
157. Copy of Ledger Account, Bank of Montreal, Karcie Construction Co. Ltd.
158. Copy of Tenders received and opened, 22nd June, 1961, 7:30 p.m., Town of Mimico.
159. Parcel of ten Tenders, Project No. E.O. 6133-C. Mimico.
160. Article appearing in Evening Telegram, 23rd June, 1961.
161. List of 10 Tenders (Ex. 159).
162. List of 10 Tenders, A. Halliwell's Copy.
163. Memorandum re Destruction of Records (2 Pages).
164. By-Law No. 1901, Schedule "A" attached, 12th December, 1960.
165. By-Law No. 1908, Schedule "A" attached, 27th March, 1961.
166. Town of Mimico Property Sales, 1953-1960.
167. Town of Mimico By-Law No. 1883, 28th March, 1960.

168. Town of Mimico By-Law No. 1886, 25th April, 1960.
169. Plans of 31 Lakeshore Road, Mimico.
170. Plans of 23 and 25 Elizabeth Street, Mimico.
171. Plans of Kilcooley Garden, Mimico.
172. Plans of 65 - 75 Lakeshore Road, Mimico.
173. Abstract of Title - Westerly 31 **feet**, 3 inches, of Lot 39, Plan 949, Town of Mimico from and including No. 7552.
174. Report of the Property Committee, (Aug. 18 1961), for years 1957 to 1961.
175. Photostat copy of Ledger Sheet of Joseph Kastelic from May 21st, 1959, to July 14th, 1959, (Imperial Bank of Cmmerce).