

of damage. In any case plaintiff is entitled to the costs of trial and appeal.

I do not think the argument as to an outstanding mortgage at the date of the severance, material, as that mortgage was afterwards discharged. Nor do I think that proper evidence was tendered to shew that the mortgage was continued and embraced in a subsequent mortgage under which a power of sale was exercised.

The result is that the dismissal should be set aside and judgment entered for plaintiffs with costs—subject to reference as already stated.

MAGEE, J.:—I agree.

MABEE, J.:—I agree in the judgment just read, except that I think defendants, in addition to paying damages and costs, should be restrained from building the wall in question higher than it now is, or from doing any other act upon their premises in interference with plaintiff's easement of light. . . .

BOYD, C.

OCTOBER 7TH, 1907.

TRIAL.

BELLEVILLE BRIDGE CO. v. TOWNSHIP OF AMELIASBURG.

Assessment and Taxes—Toll Bridge over Navigable Water—Highway Connecting Municipalities—Interest of Bridge Company Assessable in Township in which one Half Situate.

Action for a declaration that a certain bridge owned by plaintiffs was not liable to assessment by defendants, and for an injunction, etc.

BOYD, C.:— . . . The property owned by plaintiffs is a bridge with its approaches affording a means of passage from the mainland on the Belleville side of the Bay of Quinte on the mainland belonging to the county of Prince