

throw the burden of constructing the esplanade across their lots upon the owners, giving them power to do it themselves, but if they omit doing so, the corporation may have the work done and charge the expense on the lots. This being, as I think, the clear general intention, it would require very strong words to enable arbitrators in substance wholly to shift this burden from the shoulders of the owners, and by making the value of the 100 feet taken for the esplanade *plus* the amount expended by the owner in doing the work, transfer this burden to the city.

I can see nothing in the statutes to warrant any such departure from the declared general intention of the whole scheme.

Section 4 alone gives any colour whatever to such an idea, but I think a careful examination of its language dispels any doubt.

I think its substance may be thus stated: a water lot owner says to the city, "You have taken 100 feet of my land, on which I have spent £500 in filling in; all you offer in return is the strip on the bank and the land in front. That is not enough compensation for me." The city replies, "You spent the £500 in doing what you were bound to do, and if you had not spent it we should have had to spend it and charge it to you." This dispute is referred to arbitration.

The referees find the 100 feet to be worth in its ordinary state £500, and that the owner has filled it up at a cost of another £500. If they adopt Mr. Leak's view they put down the 100 feet at £1000. They then find the value of the strips, &c., to be only £300. The city having no claim for filling, the amount to be paid to the owner will be £700.

If on the adjoining lot no filling has been done by the owner, they might find the value of the 100 feet to be £500, and that the corporation had done the filling at a cost of £500. If the strips, &c., be, as before, valued at £300, or £200 less than the value of the land taken, the account would stand thus: £200 balance in favour of owner on land value, to be deducted from the city's claim of £500 for filling, leaving chargeable against the owner £300.

Neither party I think should be a gainer or loser by the