

tween the city and any water-lot owner dissatisfied with the compensation already provided, giving certain specific directions as to the course to be followed by the arbitrators.

The apparent meaning of the enacting part of this section of the act I take to be, that the arbitrators are to charge against the water-lot owner,

1. The increase in the value of his water-lot "by means of the improvements" contemplated by this act :

2. The value of the strips of land between the same (*i.e.*, the water lot) and the top of the bank :

3. The value of the land covered with water in front thereof, (*i.e.*, of the water lot,) to be conveyed to the owner of such lot under the provisions of the first act.

If these three amounts, "*together with the expense of constructing the said esplanade*, shall equal the value of the land taken for the esplanade, it shall be the duty of the arbitrators to decide in favour of the city generally; and if it shall exceed the value of the land taken, then to decide that such excess shall be paid to the city by the said water lot owners," in manner provided by the first act for payments to the city for the construction of the esplanade. I understand this last passage thus: if the three amounts, together with the cost of constructing the esplanade, exceed the value of the land taken, the arbitrators must award the excess to be paid by the water-lot owner to the city.

The enacting part of this section, while plainly directing an award, under given circumstances, in favour of the city, only inferentially authorises one in favour of the owner of a water lot, by providing that the claims of a dissatisfied owner of any such lot to a further allowance shall, if not agreed on, be determined by arbitration. The authority to award in his favour must, I presume, be implied from the language used, but still the positive directions as to what the arbitrators are to take into their account clearly apply to the whole subject matter of reference, and make the expense of constructing the esplanade a charge against and not for the water-lot owners, leaving nothing on their side except the value of the land taken from them, as to which the second section has already provided for an arbitration in