

The contract might be treated as complete, and the provision as to "negotiable paper or cash" as a subsidiary stipulation; but, in any case, there could be no mistake as to the meaning of "negotiable paper." The plaintiff's own promissory note, without more, could not be regarded as "negotiable paper." The "paper" contemplated was something held by the plaintiff on which another was liable or which was secured substantially, as by mortgage on land.

The plaintiff's action should be dismissed with costs, including all reserved costs and costs of interlocutory proceedings up to this judgment. The defendant should have a judgment for specific performance, with a reference to the Local Master at Guelph to inquire and report as to title and as to the condition of the chattels and commodities included in the contract, and what is due to or payable by either party under the contract, and having regard to any changes or deteriorations that may have taken place pending litigation, and what, if any, damages are payable to the defendant upon the plaintiff's undertakings.

Costs of the reference and further directions reserved until after report.

BRITTON, J.

MAY 25TH, 1916.

REID v. TOWN OF SAULT STE. MARIE.

Municipal Corporations—Construction of Culvert—Lowering Grade of Street—Works Authorised by By-Law—Injurious Affection of Lands Fronting on Street—Remedy—Arbitration—Municipal Act, R.S.O. 1914 ch. 192, sec. 325—Encroachment upon Land—Damages—Payment into Court—Costs.

Action for damages for trespass and injurious affection of the plaintiff's property, a house and lot fronting on Central avenue in the city of Sault Ste. Marie, by building upon a part of the plaintiff's land and by the construction of a bridge or culvert in the street and by raising the grade of the street, causing water to flow upon the plaintiff's premises.

The action was tried without a jury at Sault Ste. Marie.
U. McFadden and E. V. McMillan, for the plaintiff.
J. L. O'Flynn, for the defendant.

BRITTON, J., in a written opinion, said that the defendants did not expropriate any part of the plaintiff's property, nor were expropriation proceedings initiated. There was no by-law