

of a lot, and the assessment of damages and benefits, as are authorized and directed by the act to incorporate the city of Chicago and the acts amending the same, for the opening of streets and alleys; and the provisions of said act shall apply to the widening of said river and its branches so far as they are applicable." This evidently refers to and adopts the sixth chapter of the city charter, the tenth section of which expressly authorizes special assessments upon property benefited by the improvement. While we thus find a special provision authorizing, by a fair and reasonable construction, special assessments to widen the river, there is no authority any where to be found, even by implication, for such assessments to deepen the river, and this special provision in the one case and not in the other, by every known rule for construing statutes, is a clear indication of the legislative will, that no such power was intended to be granted in the case omitted. We must hold then that this special assessment was void for the simple reason that the legislature has not seen proper to confer any authority to levy it. Without law it could not be done.

The judgment must be reversed.

Judgment reversed.

20 Ill. 255 (1858)

[255] JOHN S. MOORE, Plaintiff in Error, vs. WILLIAM MORRIS, Defendant in Error.

Error to Peoria.

1. The words, "good current money," in a contract, will be understood to mean the coin of the constitution, or foreign coins made current by act of congress, unless it appears those terms have a different local signification.
2. If the person who is to pay under such a contract is led to suppose, by the declarations of the other party, that other money than coin will be received, he should, upon a refusal to take paper money, be allowed a reasonable time within which to procure coin.

This was an action of assumpsit, commenced February 12, 1856, in Rock Island circuit court, and change of venue to Peoria county, and trial, March term, 1858, before POWELL, Judge, and a jury.

The declaration contained the common counts, and for goods and chattels, oxen and steers, cows and heifers, sold and delivered to defendant.

The pleas set forth an agreement in writing, dated June 27th, 1854, between the parties, by which Moore agreed to sell to Morris from eighty to one hundred cattle, to be kept by Moore until 1st of May, 1855, and then to deliver the same to Morris at Samuel Carnahan's scales in township 14 N., 4 W., in Mercer county, Illinois, Morris to pay for the same three dollars and fifty cents per 100 pounds, in good current money of this state. The agreement acknowledged receipt of \$500 on the contract.

The pleas also set up another agreement of the parties, of date, May 3, 1855, which agreement, after reciting the first agreement of June 27, 1854, and that a difficulty had arisen in reference to the true construction thereof, and also in reference to the performance of the terms and conditions thereof, and that Moore had that day delivered 96 cattle under said agreement, averaging about 1,329 pounds gross weight, and Morris had paid for the same the price agreed on under the first contract; they agreed that the delivery was made upon the above, and in part consideration of the terms and conditions of this contract, the delivery and payment not to affect the questions that may arise between the parties in reference to the performance or nonperformance of the conditions and terms of the first contract, and further agreed to submit the whole matter to the decision of Ira O. Wilkinson, which decision to be made within three months from the date of the agreement, each party binding himself to abide by such decision; that the time for such decision was by agreement postponed till 20th November, 1855, which last agreement [256] was indorsed on the said agreement of submission.