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The November numbers of the Law Reports, which now come under review, consist of 8 App. 577-779; 11 Q.-B. D., 609-626; 8 P. D., 185-204; 24 Ch. D., 1-252. In the first of these the case of *Ayr Harbour Trustees v. Oswald*, p. 623, though a Scotch appeal, demands notice:—

COMPULSORY PURCHASE OF LAND—PUBLIC POLICY—INVALID CONTRACT.

The principle which this case illustrates and enforces is thus expressed in the judgment of Lord Blackburn: "I think that where the legislature confers powers on anybody to take lands compulsorily for a particular purpose, it is on the ground that the using of that land for that purpose will be for the public good. Whether that body be one which is seeking to make a profit for shareholders, or, as in the present case, a body of trustees acting solely for the public good, I think in either case, the powers conferred on the body empowered to take the land compulsorily, are entrusted to them and their successors, to be used for the furtherance of that object which the legislature has thought sufficiently for the public good to justify it in intrusting them with such powers; and, consequently, that a contract purporting to bind them and their successors not to use those powers, is void." In the present case, the Ayr Harbour Trustees, having statutory power to take lands for the purposes of their trust, sought to restrict their rights of user of certain lands so taken, in a manner rendering the taking of them less injurious to the owner from whom the land was being taken, and thus to procure the land for a less compensation than would otherwise have been awarded to the owner, and the Board held, on the above principle, that any contract which the trustees might enter into so restricting their rights, would be invalid.

POWER TO LEVY TOLLS—REASONABLENESS OF CHARGES.

It is next necessary to glance at the case of *The Canada Southern R. W. Co. v. The International Bridge Co.*, p. 728, in which the decision of our Court of Appeal is affirmed. The interpretation placed upon the acts relating to the International Bridge Company, does not come within the scheme of these articles to dwell upon, but the principle laid down in respect to the determination of whether the tolls and charges made by such a company are reasonable or not, demands notice. That principle is thus stated in the judgment: "It certainly appears to their Lordships that the principle must be, when reasonableness comes in question, not what profit it may be reasonable for a company to make, but what it is reasonable to charge to the person who is charged. That is the only thing he is concerned with. They do not say that the case may not be imagined, of the results to a company being so enormously disproportionate to the money laid out upon the undertaking, as to make that of itself possibly some evidence that the charge is unreasonable with reference to the person against whom it is charged."

PROMISSORY NOTE—LIABILITY OF INDORSERS INTER SE.

The next case of *Macdonald v. Whitfield*, p. 733, is of great interest. The question was as to the rights, inter se, of the indorsers of a note made by the St. John's Stone Chinaware Company, and indorsed by the directors of the company, and discounted by the Merchants' Bank of Canada, and the appeal was from the Province of Quebec. The facts cannot well be stated shortly, nor is it necessary to state them here. The principle governing the case is thus stated, at p. 744 seq. of the judgment: "Their Lordships see no reason to doubt that the liabilities inter se of the successive indorsers of a bill or promissory note must, in the ab-