of being the charter of their liberties, was, in fact, a cunningly devised trap to cheat them out of them.

For our part, we are satisfied that the more the decisions of the Privy Council interpreting the British North America Act are studied, and their bearing on our constitution as a whole understood, the more they will approve themselves to the judgment and good sense of the public of the Dominion.

CURRENT ENGLISH CASES.

The Law Reports for July comprise (1894) 2 Q.B., pp. 189-386; (1894) P., pp. 217-225; (1894) 2 Ch., pp. 181-376; and (1894) A.C., pp.

TRAMWAY—COMPULSORY PURCHASE BY COUNTY COUNCIL—VALUATION.

In re London County Council v. *The London Street Tramways Co.*, (1894) 2 Q.B. 1894, has some elements of similarity to the well-known case of *Re the City of Toronto* v. *The Toronto Street Ry.*, 20 Ont. App. 125; (1893) A.C. 511, inasmuch as it turns on the proper construction of an Act authorizing the compulsory purchase of the undertaking of a tramway company by a municipal body. The Act in question (33 & 34 Vict., c. 171, s. 44), amongst other things, provided that the municipal body in question might, after the expiration of twenty-one years, by notice in writing, require the London Street Tramways Co. to sell to them their undertaking upon the terms of paying the value (exclusive of any allowance for past or future profits of the undertaking, or any compensation for compulsory sale, or other consideration whatever) of the tramway, and all lands, buildings, plant, etc., of the company, to be determined by arbitration. The arbitrator, in estimating the value, proceeded on the basis of ascertaining what the tramway could, at the date of purchase, be constructed for, and from such he deducted a sum for the depreciation of materials, and the balance thus arrived at he fixed as the value. The company, being dissatisfied, appealed, contending that the rental value of the property, capitalized for twenty years, was the proper mode of ascertaining the amount of purchase money to be paid. The Divisional Court (Mathew and Collins, JJ.) were of opinion that the company's contention was