sons, who we all know as a fact, have been brought up to farming avocations? I do not mean to say that if all or a large portion had been conveyed, evidently to evade the Act and oust the Commissioners' jurisdiction, it would have been valid—that is quite another question. But there is nothing to lead me to believe such is the case with regard to these wilderness lands conveyed to his children; and looking at the matter in a plain, common sense way, does it not seem very unjust when you are arbitrarily taking 80,000 acres of land from a man on the plea that you want to have the selling of it, that you should prevent him from allotting farms to his children, and thus perhaps compel them to buy back from you farms which, according to the statements he had promised and they had always expected, he would give them? Can I believe the Legislature ever intended to do so hard and unjust a thing? I think, therefore, that the deed of 999 acres of unleased land, or some part of it on Lot 7, to his son, J. F. Stewart, is valid, and that the Commissioners had no jurisdiction over the land conveyed by it. With respect to the 500 acres of leased land on Lot 7, conveyed to J. F. Stewart, as I have already said, I think it void as contravening the policy of the Act; but Mr. Stewart had a right to retain 500 acres of leased or unleased land. In my opinion it was only against the excess that the Commissioners could proceed, and, therefore, if this 500 acres of leased land be the 500 he elects to retain, of course the deed is good for that also. With respect to the other lands the facts must be made more clear before I can give any opinion respecting them, or the actual quantity J. F. Stewart can retain.' It was said the Commissioner of Public Lands cannot after notice retract, and the case was likened to R. W. Companies, where it is said the notice to treat raises the relation of vendor and vendee. But it is a mistake to say that the notice to treat by Railway Companies creates the relation of vendor and vendee; the authorities, though somewhat conflicting, do not warrant the proposition. In 1 Readfield on Railways, 358, it is said, "But it seems to be considered that *mere notice* by a Railway Company of an "intention to take the land may be withdrawn, if done before the Company have taken "possession of the land, or done anything in pursuance of the notice." In *King* v. *Wycomb R. W. Co.*, Sir J. Romilly, M. R., says, "With respect to one messuage, I am "of opinion that they were entitled to abandon the notice which they gave to take it. "A Railway Company is entitled to abandon at any time before they actually take "possession of the land comprised therein." Dart. V. & P., 195, 4 E. It is laid down that "notice given by a Railway Company or other Public Company of their intention "to exercise a power of compulsorily taking land constitutes a contract binding on the "*Company* to the extent of fixing what land is to be taken, and cannot be withdrawn "by the Company without the consent of the owner for the sale of his land. *But the "mere service of the notice does not constitute a contract by the landowner for the sale "of his land;* nor is there, strictly speaking, any contract between the parties until they "have come to some definite arrangement as to terms, or until the value of the land has "been ascertained by arbitrators or by a jury." In *Haynes* v. *Haynes*, 30 L. J., 570, where all the cases were considered by V.-C. Kindersley, he says,—It was contended that the notice to treat formed a contract, and having attached the name of a contract to it, it was a short and easy step to the conclusion that there was a conversion. It was justly said that if A. and B. entered into a contract for the sale and purchase of land, the Court of Chancery would grant specific performance of it regarding the subject of the contract as the property of the purchaser, and the vendor as a trustee for him, and only entitled to the purchase money; in other words, that there was a conversion. The question, therefore, is, how far the Plaintiffs, the residuary legatees, are justified in that contention, and that is the only question in which they have any concern. What is the effect, then, of the notice as to the land? Has the landowner, after having done no act, entered into a contract for the sale of his land? What is a contract? According to Sir William Blackstone, a contract is an agreement, on sufficient consideration, to do or not a particular act; and therefore, according to this definition, an agreement, in order to constitute a contract, must necessarily consist of two things, a will, and an act whereby the will is communicated to the other party, who engage to carry it into effect; and not till then is the agreement complete. This is not a theoretical principle, but one of universal law, and of the law of England in particular; that is a proposition that will not be disputed. The Legislature even cannot coerce a man's will; it cannot compel him to be willing; he might be compelled to do a thing against his will, but as long as he is unwilling, his will remains the same. To apply this:—A company, being invested by the Legislature with power to take the lands of others, serve a notice to treat upon a landowner, and call upon him to state what his interest is, and what he claims as compensation, and so far as the Company had a will they notified it to the landowner; and assuming that such a notice was an agreement *by the Company*, how was it as to the