the third class of cases mentioned by Sir James Colville in his judgment in the *Bank of Australasia* v. *Willian*, and their jurisdiction for anything contained in the Act would, as to those parcels, be at end. But there is a well established rule of law, that agreements or deeds contravening the policy of enactments of the Legislature are void. "Thus contracts made by a trader, giving a preference to particular creditors, although "not forbidden by the letter of the enactment, violate the policy of the Bankrupt Laws, "the first object and policy of those laws being to make a rateable distribution of the "bankrupt's property amongst all his creditors." So deeds framed to avoid the Mortmain Acts, as in *Jefferies* v. *Alexander*, *H.L.*, 13 *J. J. Ch.* 9, and numberless cases might be cited where deeds and contracts have been held void for this reason. Thus Mr. Smith, speaking of contracts invalid on these grounds, says, "The Judges in con-"struing a particular law, look at the object and policy with which it was framed, and "the evil which it was apparently intended to remove; they use the policy of a parti-"cular law as a key to open its construction." Now, the policy of this Act declared in its preamble, as regards one of the subject matters with which it deals, is to convert the leasehold tenures into freeholds,—suppose then, that at any time between notice and hearing, the tenants had purchased from Mr. Stewart his reversion in their several farms, I think his deeds to them would have been valid, because there is nothing in the Statute prohibiting his selling to any one, and the sale to his tenants, instead of contravening the policy of the Act, would be carrying it into effect. But I think deeds of such reversion to a stranger would have to be looked on as tending to *defeat* the policy of the Act, inasmuch as if held valid, they would, as to the farms the reversion of which was so conveyed, destroy the jurisdiction of the Commissioners, and thereby prevent the leaseholds being converted into freeholds. With regard to unleased lands, it is difficult to say what the policy or object of this part of the Act is. It cannot be to prevent the creation of new leasehold tenures, because a single clause making it unlawful in future to grant leases of wild land, would have effectually prevented that. It can scarcely have been to prevent land being held up at high prices, and thus retarding the settlement of the country, because a tax on the anticipated profits arising from increasing value would have been a sufficient check to a system of that kind without violating sound principles of jurisprudence. Besides, it is well known that persons with rising families acquire and hold often more than 600 or 700 acres of land, so that they may have farms for their children when they come of age. It can scarcely be supposed that the Legislature desired to prevent the farmers of this Island from exercising a parental providence so commendable for the welfare of their children. Then it seems that the Legislature, for some reason or other which, though we cannot discern, we must of course suppose to be a very sound and good one, thought it desirable that the Government should be empowered to deprive every person in this Island who owned over 300 acres of land of the excess beyond that, and that it should be vested in the Government to resell to whosoever would buy it. True, by the provisions of the Land Purchase Act, under which the Government sell, it can only convey 300 acres to one person, no doubt a very wise and necessary precaution to prevent jobbery by officials, or in favour of political friends or supporters, but evidently not intended to prevent one person acquiring and holding any quantity he pleases; because if A and 20 others on the same day purchase 300 acres each, there is nothing to prevent A the next day purchasing from the other 20 and thus becoming the owner of 6,000. The policy of the Act was, therefore, only to get the land to sell, and after the sixty days for initiating proceedings against property had expired, the law returned to its normal condition and every one had, as before, a right to hold any quantity he pleased. Now, if a number of persons between the notice and hearing had purchased from Mr. Stewart (not to hold in trust for him) but as *bonâ fide* purchasers for value with intention of settling on it, or keeping it for the use of themselves or their families; even if some of the Lots exceeded 500 acres, how would that have been against the policy of the Act? Mr. Stewart would only be doing with the land what the Government proposed to do when they acquired it. If the Legislature intended to prevent all sales after notice of intention to take, it should have expressly prohibited it, as it did the collection of rents, which last itself according to the maxim, "*Exceptio* "*probat regulum de rebus non Exceptis*," shows that such sales were not intended to be prohibited. Besides, every Act that takes away rights or property acquired under existing laws is, Mr. Broom observes, opposed to sound principles of jurisprudence and must be construed strictly, *i.e.*, shall not be extended by implication to anything which its express words may not comprehend. And in *Sparrow* v. *Oxford R. W. Co.*, 16 Jur. 707, the Lord Chancellor says: "If this be a *casus omissus*, I think it ought to be "construed in a way most favourable to those who are seeking to defend their property "from invasion." Now, if he might sell to others, why should he not give farms to his