" makes use of some expressions to the effect that a notice to treat does not constitute a " contract in the strict sense of the law, yet says, *that after service of notice to treat,* " *neither party can get rid of the obligation, the one to take and the other to give up the* " *lands specified in the notice,* according to these views the defendant (in this case) is " contravening the law of the land, he cannot, as the Vice-Chancellor says get rid of the " obligation to give up to the Company the lands comprised in the notice to treat, " &c.," and the injunction was continued. The case of the *Queen* v. *the Commissioners of Her Majesty's Woods and Forests*, 19 L. J., B. 497, was, however, cited to show that in the case of a Public Officer, with only limited funds at his disposal, he might after service of notice to treat and other subsequent proceedings still draw back for want of funds, and it was argued that in such a case (which the present one was intended to be) the position of vendor and purchaser could not in any case exist, or any of its incidents, and that therefore the obligation on the owner of the land sought to be purchased could not be held to exist. But on examination it will be found that the decision in this case does not establish at all the latter principle, but that although the Judge held that a Public Officer with limited funds at his disposal, might draw back from completing the purchase after notice to treat given, *yet until he had done so the obligation on the proprietor not to part with his land existed.* Judge Patterson laid down the law thus: " If " this were the case of a Railway or private Company, no doubt the return would be in- " sufficient, because notice having been given that the lands were required and a claim " sent in accordingly, a contract is entered into and the parties stand in the relation of " vendor and purchaser. If the Company had not the means of paying for the land they " should not have given the notice to the owner. But a private Company, to whom an " Act is granted for their profit, differs materially from Commissioners appointed under " a public Act to do, on behalf of the Executive Government, certain things for the " benefit of the public, and the principle that imposes liabilities upon a private Company, " as arising in consideration of the statute granted to them, has no application to the " case of Public Commissioners." And he held that the latter were not bound to complete the purchase, but yet, that the land was bound by the notice. His words on this point are thus reported, " It has been contended that the Proprietor suffers a hardship " by reason of the notice, *inasmuch as his property is rendered unsaleable and unim-* " *provable thereby*, but these results arise in fact from the passing of the statute and not " from the giving of the notice. The statute places the land at the option of the Commis- " sioners, the title is at once affected thereby, and the motive for improvement taken away. " No material addition to these inconveniences arises from the Commissioners opening a " treaty for the purchase of the land so placed at their option by giving the notice, &c."

On a careful review of these and other authorities, cited at the argument, I consider that in this case, upon the service of the notice upon Mr. Stewart *an obligation was imposed upon him to give up his estate to the Commissioner of Public Lands which he could not get rid of by any subsequent alienation or disposition;* that to hold any other doctrine would be contrary to reason and subversive of the statute, and so defeat and render utterly unattainable its declared objects. But, then again, it is argued that inside of all these decisions, and their reason and objects, a special right ought to be declared to belong to, or be retained by, Mr. Stewart, in view of the declared policy and objects of the Land Purchase Act, to the extent of retaining or exercising acts of ownership over 500 acres of leasehold land to be selected by him, and over 1,000 acres of wilderness land to be actually in his occupation, because it is said that the Act does not extend to the case of persons " receiving or entitled to receive the rents, issues, or profits of any " Township lands (not exceeding 500 acres in the aggregate) or to any proprietor whose " lands, in his actual use and occupation, and untenanted, do not exceed 1,000 acres." But what is really the policy of the Act on both the points of leasehold and unleased land? The policy as regards leasehold, is unreservedly declared in it to be based upon its being desirable " to convert leasehold tenures into freehold estates, upon terms just " and equitable to the tenants as well as to the proprietors." This is only a new declaration of the same policy which was in 1853 by statute 16 Vict. cap. 18 (yet unrepealed, and which may for brevity be called The Land Purchase Act, 1853), set forth as the avowed policy of the Legislature at the time in passing that Act, which remains yet the law of the land, and which, being referred to in the present Land Purchase Act, 1875, and the land to be acquired under the latter, having to be held under the provisions contained in " The Land Purchase Act, 1853," may well be also considered in arriving at a conclusion as to the objects, intentions, and policy of the Act now under consideration. The Land Purchase Act, 1853, in its preamble, also declares that one of its objects is " to enable the tenantry to convert their leasehold tenures into freehold " estates." Would the allowing Mr. Stewart, the owner of a much larger estate, to