children, to the extent in the whole of about 1,000 acres of leased, and 3,000 acres of wilderness land, after the notice of the intention of the Government to purchase his Township lands, under the 2nd section already referred to, had been given to him. This latter division raises very important questions and requires careful consideration. The first question is, whether the notice to purchase when served binds the proprietor's lands, and prevents his afterwards disposing of them or dealing with them himself? and I am of opinion that it does. It is manifest that if any other doctrine should be entertained, the objects of the Act could not be carried out, or might at any time be defeated by the acts of the proprietor to whose estate the proceedings relate. If he could, at any time pending the investigation by alienation, pass the title to another, the powers of compulsory purchase contemplated by the Statute could never be carried out to any practical conclusion. In fact, it would reduce the Act to the position of a measure which, although it had declared objects, had no vital force, and had not provided or contemplated providing any machinery to attain them. It was, however, argued on behalf of the Government, that this notice was binding on the Proprietor; first, in the same way as in England, somewhat similar notices have been held to be binding on the land-owner whose lands have been required, and have been authorised to be taken by Railway or other Companies, under the general statutes empowering them to acquire them. Many of these statutes contain no express enactment that the lands required shall be bound by the notice, but they empower the Companies to acquire by valuation and compulsory sale the land which they need, and regulate the modes and proceedings for the purpose, but the Court hold that it is a necessary incident in the case to enable the objects of the Act to be carried out, that the land indicated in the notice shall be held bound by it, and not afterwards be disposed of by the land-owner. In some cases the Courts have held that the service of the notice at once places the Company and the proprietor in the position of vendor and purchaser, in others the doctrine has not been carried so far, but in all, as it appears to me, it has been held that whether the position of vendor and purchaser is established or not, yet still the lands are fixed and bound in the hands of the proprietor until the objects of the Act have been secured. A distinction was attempted to be made by the Counsel for Mr. Stewart between a case where a Railway or other Company was concerned, and where a Public Officer was concerned, because it was argued that the Company having once given a notice to the proprietor could not countermand it or draw back, but were compelled to go on and complete the purchase of the land referred to in the notice, and could not plead in excuse deficiency in funds, and therefore, the position of vendor and purchaser might well be held to exist, but that a public officer, having only a limited amount of funds under his control (as in this case it was argued he had only $800,000) might draw back and refuse to complete the purchase, and that therefore the Proprietor must be held to be equally free, and his land not bound until the final conclusion of the proceedings and the acceptance of the money awarded to him. In support of both these views of the matter a large number of cases and authorities were cited upon both sides, and I will now proceed to review those which appear to me to be the leading decisions having the most bearing upon the points in dispute. In the case of *Haynes* v. *Haynes*, 30 L. J., C. 578, it was held that the notice was binding and prevented the proprietor afterwards disposing of his land, yet it also was held in this case, that the parties only in a qualified sense occupied the position of vendor and purchaser, with only some of the incidents of such a position; one incident being wanting that it did not operate (the question coming up between the devisee of the real estate in question, and the residuary devisee of the personal) as an immediate conversion of the real estate into personalty, so as to give as personal estate to the residuary legatee the compensation for the land taken, but that it belonged to the devisee of the realty, as any other conclusion would, free of all action on the part of the land-owner, have been unjust and inequitable. In this case Vice-Chancellor Kindersley, in giving judgment, says, " I consider that a notice to treat constitutes the relation of vendor and purchaser *to a* " *certain extent and for certain purposes*, and some of the consequences following from " an actual contract also follow from the notice to treat. *The particular lands are fixed,* " *neither party can get rid of the obligation, the one to take and the other to give up,* " but to no further extent is it a contract on the part of the land-owner." In the case of the *Metropolitan Railway* v. *Woodhouse*. 34 L. J., Chancery 297, a notice to treat had been served upon the land-owner who afterwards attempted to sell it but had been prevented from so doing by an injunction obtained on behalf of the Company, and Woodhouse's Counsel in arguing for a dissolution of the injunction cited, *as in his favour*, the case of *Haynes* v. *Haynes*, to which I have just alluded, but the Judge, V. C. Stewart, in giving judgment, said, " I think the authority, *Haynes* v. *Haynes*, cited, *is decisive* " *of the question.* Vice-Chancellor Kindersley, in the case referred to, although he