

and this action was brought to restrain them from so doing. The plaintiffs contended that the agreement, and the reservation and exception in the deed, were void for uncertainty for not specifying a time when or a specific place where the tunnel was to be made, and that they were also void as offending against the law of perpetuities, and also that the defendants were not entitled to the benefit of the agreement. Eady, J., who tried the action, held that as against the original covenantors, the railway company, the provision in the agreement as to the tunnel was a personal contract and was not obnoxious to the rule against perpetuities, and that the benefit of the contract could be assigned and had been validly assigned to the defendants, during the continuance of their term; and on both these points he was affirmed by the Court of Appeal (Cozens-Hardy, M.R., and Moulton and Farwell, L.JJ.). Eady, J., also held that the reservation in the deed amounted to a regrant of an easement by the plaintiff, and was not void for uncertainty and was not ultra vires of the railway company, but on these points the Court of Appeal expressed no opinion.

EXPROPRIATION — COMPULSORY PURCHASE — WIDENING STREET —
NOTICE TO TREAT — LANDOWNER REJECTING OFFER — WITH-
DRAWAL OF NOTICE — DAMAGES.

In *Wild v. Woolwich* (1910) 1 Ch. 35, a notice had been given by a municipal corporation to treat for the purchase of land for the widening of a street. The landowner rejected the proposed offer on the ground that more land was proposed to be taken than was necessary, the corporation then withdrew the notice, and the plaintiffs then brought the present action to recover damages occasioned by service of the notice. Eve, J., held that they were not entitled to succeed and the Court of Appeal (Cozens-Hardy, M.R., and Farwell and Buckley, L.JJ.) affirmed his decision, holding that where a notice to treat is served the landowner must either treat the notice as good, or repudiate it as a whole, but cannot accept it in part, and reject it in part; and where he has not accepted it as a whole, the notice may be withdrawn, without imposing on the corporation giving the notice any liability for damages.