landowner? Has he contracted? No one can say what his will was, because no one could read his thoughts; but if you cannot, you must take him to be unwilling. He has not communicated his will to the Company; there is, therefore, a total absence of both requisites to form a contract on his part. How can it be said that he has contracted? He might be obliged, and therefore compelled, to sell his land, but it is against reason and law to say that he has contracted; and if it is said that a contract must be implied, it must be understood from some conduct of his own. But it never was heard that an implication of conduct could be raised from the conduct of another party, not the landowner's agent. Having regard, then, to the essential nature of a contract, it is impossible to hold that a simple notice to treat constitutes a contract as to the landowner. In the *Metrop. R. W. C.* v. *Woodhouse*, 34 L. J., 297, an injunction was granted to prevent the landowner from selling land comprised in the notice to treat. In *Binney* v. *Hammersmith & City R. W. Co.*, 9 Jur., N. S., cited by Rodford, 358, the tenant, coming into possession of land *after notice to treat* and before proceedings taken, was held entitled to notice so as to make him a party. In Loyd on Compensations, 47, it is said Commissioners appointed under a public Act to do, on behalf of the Executive Government, certain things for the benefit of the public, are not liable in the same manner as a private Company are held to be in consideration of the statute granted to them. In *Reg.* v. *Commissioners of Woods and Forests*, the Defendants, who were authorised to purchase lands forming a Royal Park, gave notice under the provisions of the Act, that certain lands would be required, it was held to be a good return to a mandamus requiring the Commissioners to summon a jury to assess the value of the lands, to show that the undertaking had been abandoned for the want of funds. Parke Barron says, "If this were a Railway case, or other private company, no doubt the "return would be insufficient, 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; 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." In *Richmond* v. *North R. W.*, 5 L. Rep., 358, the M. R. says:—It is quite settled that a notice by the Railway Company to take land does not by itself create a contract, and that it does not alter the character of the property until some further Act has been done which has not taken place in the present case. From the authorities it appears that notice to take does not constitute the relation of vendor and vendee. But at the same time some of the consequences flowing from that relation do flow from a notice to treat. The *particular* lands become fixed; neither party can get rid of the obligation—the one to take and the other to give up. But to what description of cases do these authorities apply? Are they decided on statutes having the same provisions, and intended to accomplish ends similar to those intended to be accomplished by the statute we are considering? Instead of that being the case, the object of the statutes in which those cases arose are as dissimilar from this as it is possible to be. Both in the railway case and in that against the Commissioners of Woods and Forests the particular land described in the notice to treat was taken *to be specifically applied to a particular use*, viz., to some *work* of a public nature, which work would be defeated or delayed if the owner were allowed to transfer the land, and therefore not because the relation of vendor and purchaser existed, but because, as observed by the V.-C. in *Metrop. R. W. Co.* v. *Woodhouse*, he would be *contravening the law*, he was restrained from doing so. Here there is no particular piece of land mentioned in the notice, nor until the hearing. Could it be known what particular land the Government were to get or claimed, and the reducing the quantity by sales to settlers, would not defeat or delay any public work; and if, as I have already shown, the sales were such as would not contravene the object and policy of the Act, then "*Cessante ratione legis cessat* "*ipsa lex*," and the Railway cases do not apply and cannot govern this case. And if the Government had, as in the *Metrop.* v. *Woodhouse*, found Stewart selling to actual settlers, and had applied for an injunction to restrain him, the answer would have been, the relation of vendor and purchaser does not exist, the owner's title is not therefore yet disturbed. Such sales only tend to settle the country, they do not contravene the object of the law; true when you get the Estate you will have less to sell, but you will have also less to pay for; they work the Government no injury and, therefore, no injunction can be granted. The truth is, this statute is one entirely "sui generis," and it must therefore be construed by the application of general principles of construction and law, and the labouring to compare it with what it has no resemblance to, is, in my opinion, much more likely to lead to error than help to a correct conclusion. If the notice in this case created the relation of vendor and purchaser the property would be converted. And in case of the