

1857. *Robert Gourlay Forbes*, against *John Hamilton Connolly*,
 praying, under the circumstances appearing in the
 judgment, a specific performance of a covenant to convey
 contained in a lease from the mother of the defendant
 to the plaintiff, or if not entitled to that relief then
 that the defendant might be ordered to convey the
 property in question to him upon the terms set forth in
 the letter addressed by the defendant to the plaintiff on
 the 7th day of July, 1854.

Mr. Turner and Mr. Blevins for plaintiff.

Mr. Read for defendant—*Curre v. Bowyer* (a),
Pyke v. Northumberland (b), *Eaton v. Lyon* (c), *Dunlop*
v. Higgins (d), *Duncan v. Tophan* (e), *Friar v. Grey*
 (f), were referred to.

The judgment of the court was now delivered by

April 27. SPRAGGE, V. C.—The plaintiff was lessee of the
 premises in question, fifty acres in the township of
 Dereham, under a lease granted by the late *Eliza*
Plummer Conolly to him, and dated the 1st of November,
 1844, for the term of ten years, at a rental of £2 5s. a
 year, payable annually. The lease contained the follow-
 ing covenant on the part of the lessor granting to the
 lessee the privilege of purchasing the leased land if he
 should desire so to do:—

“And the said party of the first part doth hereby
 promise, covenant, and agree to and with the said party of
 the second part and his assigns aforesaid, that if the said
 party of the second part or his assigns, shall be desirous
 of purchasing the fee simple of the said above demised
 premises, that then in such case the said party of the
 first part, his heirs, or assigns, upon the said party of
 the second part, or his said assigns, having well and truly

(a) 5 Beav. 1.

(d) 1 H. d. Ca. 381.

(b) 1 Beav. 152.

(e) 8 C. B. 225.

(c) 3 Ves. 690.

(f) 15 Jurist 814.