after such letter the lessee filed a bill to enforce the contract contained in the lease; or failing that, then a conveyance on the terms set forth in the letter, which the tenant alleged he had accepted, but the evidence wholly failed to establish that fact: the court dismissed the bill with costs.

Forbes v. Connolly, 657.

12. Where, by the terms of a covenant to sell, the option to purchase is entirely with the covenantee upon certain specified terms, the contract rests upon a wholly different footing from an ordinary contract for sale and purchase of land; and the party entitled to the option must shew that he has preformed all the terms, upon the performance of which alone he is entitled to exercise that option. *Ib.*

STATED ACCOUNT.

A debtor having executed a mortgage in favour of his creditors, reciting that he was indebted in a sum named, and a suit to foreclose this mortgage having been subsequently instituted, a reference to the Master was directed to take an account of what was due; in taking which the Master required the production of the accounts on the foot of which the mortgage debt was created, and the usual four-day order had been issued for non-production. *Held*, on a motion to set this order aside, that the parties were *primâ facie* bound by the amount stated in the mortgage as being the true debt, and that the Master, in the absence of evidence to impeach the statement in the mortgage, could not go behind it.

Pollock v. Perry, 591.

TRADE MARKS.

See "Injunction," 7.

TREES.

The owner of real estate sold all the hemlock bark thereon. *Held*, that the purchaser had under such sale, a right to fell the trees.

Hatch v. Fick, 651.

TRUST DEED.

(VOID IN PART.)

1. A debtor conveyed his real estate to trustees for the benefit of his creditors, to be disposed of by the trustees—first, by a lottery, and failing that plan of disposition, then in trust to sell as the trustees should deem most advantageous. *Held*, that although the deed was void as to the trust for a lottery, it was valid as to the other trusts therein declared.

Goodeve v. Manners, 114.

2. A conveyance of property for the benefit of creditors may create a valid and irrevocable trust, although none of the creditors are either parties or privy to the deed; and when in its inception it is not so, subsequent dealings or communications between the debtor or his trustees and the creditors may render the trusts irrevocable.—*Ib.*

TRUSTEE.

1. A testator, by a codicil to his will, directed that the trustees named in his will, or the survivor of them, or the heirs, executors, or administrators of such survivor, should, during the minority of his children, have power to appoint some person whom they might think fit and competent to take charge of and conduct and carry on his business in the manner it had been carried on during his lifetime, and to pay the person so appointed a salary. The surviving trustee having died intestate, leaving his widow, who took out letters of administration to his estate, but declined acting as a trustee under the will; and his eldest son being an infant, and therefore incapable of acting as such trustee, the persons interested under the will of the testator filed a bill for the ap-