

1857. purpose giving you five years more to pay in, charging you at the rate of six dollars per acre. I will either give you a new lease to this effect, or I will give you a deed and take a mortgage for the payment. Let me know which you prefer."

Forbes
v.
Connolly.

This was a plain denial of the plaintiff's right to purchase under the purchase clause in the lease; accompanied by an offer to sell for £75, payable in five years—the time had not then expired—the answer insists upon the breach of the covenant to pay rent as having disentitled the plaintiff to the exercise of his option to purchase.

Judgment. The bill is filed to enforce a specific performance of the contract to convey, and failing that, then for a conveyance upon the terms offered in the above letter, which terms the plaintiff alleges were accepted by him. In evidence of such acceptance he proves by one Connor that he wrote a letter in the name of the plaintiff and addressed it to the defendant, in answer, as he thinks, to the defendant's letter containing the offer, and accepting it. The defendant went to England according to the same witness, in the fall of 1854, and the letter of acceptance was not written until after his return. An acceptance after so long a delay, we incline to think, would not be binding upon the party making the offer; but a fatal objection is, that it does not appear that the letter was posted, only that it was given to the plaintiff, that he might post it, which he was of course at liberty to do or not as he pleased, and amounts to no more than if the plaintiff had himself written such a letter, and so far as appears, kept it himself. The defendant in his answer denies its receipt. Connor's belief or opinion that defendant's letter of 4th of September, 1855, is an answer to the one written by him, is entitled to no weight. It does not refer to it, and contains a proposition altogether different in terms; and which proposition was not accepted.

The question then is reduced to this, whether the plain-