

paid unto the said party of the first part, her heirs or assigns, within the term above granted to the said party of the second part, the full and just sum of thirty-seven pounds ten shillings of lawful money of Canada, and having performed and paid all the rents and covenants on his and their part to be performed, as hereinbefore set forth, shall make and execute, or cause to be made and executed, unto the said party of the second part, or his said assigns, in fee simple, such good and sufficient deed of bargain and sale as by the said party of the second part shall be reasonably required."

1857
Forbes
v.
Connolly.

It will be observed that by the terms of the covenant, there was no contract to purchase, but that it was entirely at the option of the purchaser whether he should exercise the privilege to purchase or not; and that it was exercisable only upon his paying the sum of £37 10s. within the term, and in case of the lessee having paid and performed all the rents and covenants on his part.

Judgment

The receipts for rent put in shew it not to have been paid at the times it was made payable; the last is dated 20th June, 1851, and is for ten pounds on account of rent. No rent is shewn to have been paid or tendered after that date, but in or about the month of June, 1854, as appears by the evidence of *John Burn*, whose name appears to the receipts for rent put in, the plaintiff called upon him and said he could make a good payment, *Burn* said he was not authorised to receive it, but would write to Mr. *Connolly*, the defendant, which he did; no answer was given, unless it be a letter from the defendant, dated 7th July, 1854, which is as follows:

"In reply to your letter on the subject of granting a small portion of lot No. 14 in 11th concession, Dereham, for the purpose of a church, I beg to say that I shall have no objections to any disposition which you may make of the property after you have settled with me. The lease I consider now to be wholly void; but I

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