contract in relation to the six acres, was similar in its terms to the contract in relation to the two acres. That is, that when the iron ore should be removed from the land, the land itself should revert to the vendor. And, indeed, when it is manifest from the whole case, that the land was only desirable to the plaintiffs on account of the ore it contained, it is not at all improbable, that such was the agreement of the parties. But, at all events, it is very certain, that the terms of the agreement which this bill seeks to have enforced, do not appear; and, as we have seen, the law is settled by the highest authority in this state, that there must not only be evidence offered fully and satisfactorily demonstrating *the terms of the agreement;* but, that those terms, so far as they are incumbent on the plaintiff, must be performed on his part before he can have a decree, compelling performance on the other side.

The plaintiffs, by their pleadings, have not put themselves in a condition to offer this proof; and, therefore, if they have offered any such point, which I do not mean to decide, they cannot have the benefit of it.

Entertaining these views, I am of opinion, that the bill must be dismissed, but without prejudice, and shall pass a decree accordingly. And, under the circumstances of the case, costs will not be decreed.

[An appeal was taken from this decree, but it has not yet been decided.]

THE GEORGES CREEK COAL AND IRON COMPANY vs. CHRISTIAN E. DETMOLD. } DECEMBER TERM, 1848.

[INJUNCTION—TRESPASS—WASTE—PRACTICE.]

COURTS of equity will interfere, by injunction, even as against trespassers, if the acts done, or threatened to be done, to the property, would be ruinous and irremediable.

But, an injunction is not granted to restrain a mere trespass, where the injury