

- 49. Right to exercise option lost by estoppel.
- 50. Where the adequacy of the price is left to the discretion of the trustees.
- 51. Equities adjusted under special circumstances between lessee and under-lessee, with option of renewal.
- 52. Enforcement of provisions giving continuing partners the option of purchasing share of retiring partner.

XII. OPTIONS TO DO ONE OR OTHER OF TWO ALTERNATIVE THINGS.

- 53. Generally.
- 54. Construction of leases giving landlords the option to renew or pay for improvements.
- 55. Options as to return and surrender of stock.

I. INTRODUCTORY.

1. **Scope of article.**—What is commonly known among business men as an "option" may be defined as "a contract by which the owner of property agrees with another person that he shall have the right to buy his property at a fixed price within a time certain" (a). It is obvious, however, that, from a juristic standpoint, the characteristic feature of this class of contracts is the acquisition by one party of a privilege of demanding from another party at a future time the surrender of a something valuable; and, as this element exists in other transactions besides those which involve an entire divestiture of ownership, no dissertation of the scope suggested by the title of the present article would be complete, if it did not refer to all the cases dealing with every class of contract which contemplates a subsequent transfer of any valuable interest in real or personal property, irrespective of the question whether such transfer was temporary or permanent, absolute or qualified. In the following pages, therefore, it is proposed to collect all the decisions which relate to rights of future acquisition, so far as those rights are contingent upon, and become perfected by, the expression by one or more of the parties concerned of his or their desire for a transfer of the subject matter of the given transaction or negotiation. Such rights of this description as are created by special statutory powers of purchase conferred upon public or quasi-public corporations, stand upon a peculiar footing, and will not be noticed, except in so far as the decisions on this head may be useful by way of

(a) *Ide v. Leiser* (1890) 10 Mont. 5, 24 Am. St. Rep. 17.