

In *Buckland v. Papillon*, 1 Eq. 477, it appears that the defendant owned some offices which by an agreement dated September 27th, 1856, he agreed to let to one Bloxam for a term of three years. The memorandum also contained a provision by which the defendant agreed that he would, whenever called upon so to do by Bloxam, grant a lease of the offices to him for a period of three, seven, etc., years. Bloxam went into possession and occupied the offices until October, 1864—over eight years—without applying for a lease. On the 13th October he was declared a bankrupt, and his interest in the agreement was sold by the assignee in bankruptcy to the plaintiff, who went into possession. Soon afterwards the defendant gave him notice to quit, whereupon he filed a bill for specific performance. The defendant demurred for want of equity. The M. R. says (p. 480): "The proviso to grant a new lease at the option of the lessee forms part of the agreement of the 27th of September, 1856, which is entered into for a valuable consideration. It is therefore, in my opinion, a contract made with Bloxam by the defendant, and the performance of which Bloxam might have enforced at any time before his bankruptcy unless he had waived or abandoned it, which, as I have already stated, in my opinion he did not on the facts stated in this bill." The demurrer was overruled, and it was held that the option was property which passed to the plaintiff as purchaser from the assignee in bankruptcy, and that it was enforceable by him.

In *Macbryde v. Weekes*, 22 Beav. 533, the M. R. points out a distinction between the principles of law and equity as applied to cases like the present. That was also a suit for specific performance of contract by the plaintiff to grant a lease of certain mineral lands and a mining plant to the defendant. There was no time mentioned for the completion of the contract. The agreement was dated October 4th, 1855, and on the 10th of December following, the defendant gave the plaintiff notice requiring performance of the contract within a month and that in default of his doing so he, the defendant, would consider the agreement at an end. The plaintiff did not complete his part of the contract until after the month had expired, and he then filed this bill for specific performance. The M. R. says, p. 539: "The absence from the contract of any specific mention of time within which it was to be completed, which would probably be conclusive against the defendant at law,