interest acquired by an option of a lessee to purchase passes to his administrator, by whom and by his assignees the option may be enforced (*a*).

The effect of a stipulation in which administrators are expressly mentioned as among the parties in whose favour the option is created was recently considered by the English Court of Appeal in a case involving the effect of a clause in a lease, by which the lessor covenanted with the lessee, his executors, administrators, or assigns, that if the lessee, his executors, administrators, or assigns, should at any time thereafter be desirous of purchasing the fee simple of the demised land, and should give notice in writing to the lessor, his heirs or assigns, then the lessor, his heirs or assigns would accept £1200 for the purchase of the fee simple, and on the receipt thereof would convey the fee simple to the lessee, his heirs or assigns, as he or they should direct. After the death of the lessee, intestate, his heir, who was also the administrator of his personal estate, called on and received from the lessor's devisee a conveyance of the premises. The heir afterwards contracted to sell a portion of this property, and a question arose as to the parties by whom the deed should be signed in order to convey a good title. The Lords Justices emphasizing the fact that they were merely construing the words of the particular covenant, held: (1) that the lessee having died intestate, the proper person to exercise the option was his administrator, and not the heir-at-law; (2) that the right of option, as one of the provisions contained in the lease, passed with the leasehold estate to the administrator upon his taking out administration to the intestate, and that he alone was capable of exercising the option; (3) that the word "assigns" in the covenant meant assigns of the leasehold interest. An argument advanced to sustain the view that a deed signed by the heir alone was sufficient was that the introduction of the word "heirs" in the clause relating to the conveyance (see supra) involved the consequence that he was entitled to buy and keep the fee himself. This contention was rejected, and the position taken that, if the administrator was also the heir-at-law, it was in his former capacity only that he had a right to exercise the option, under such a covenant. As the benefit to be derived from such exercise was for the benefit of the next of kin, a good title to the property could not be made unless the next of kin joined in the sale (*b*).

32. Assignees.—(*a*) *At law.*—Under common law principles, the question whether a covenant in a lease granting an option of purchase is assignable depends upon whether it runs with the term.

(*a*) *Gust'n v. Union, &c., Distr.* (1893) 94 Mich. 502; 34 Am. St. Rep. 361.

(*b*) *Re Adams, &c.*, (C.A. 1884) 27 Ch. D. 394.