

Thus shalt thou do with his ass, and with his garment, and with every lost thing which belongeth to thy fellow Israelite, which he hath lost and thou hast found; thou mayst not withhold thy help."

Yet the ancient Hebrews were a primitive and a semi-barbarous people. Can the possessors of the newer dispensation afford to quibble and to debate?

APPLICATION OF THE COVENANT TO REPAIR TO DECAYED AND DEFECTIVE STRUCTURES.

Among the questions on which a legal practitioner has to advise almost daily is that of the scope of the obligation to repair, as expressed in the ordinary covenants to that effect contained in a lease or agreement; and, as the judgments of the Court of Appeal in the recent case of *Lurcott v. Wakeley* (104 L.T. Rep. 290; (1911), 1 K.B. 905), appear to mark something like a new departure in the law applicable to the subject, a few observations suggested by those judgments are here offered in view of the general importance of the matter.

That the amount and quality of repairs necessary to satisfy the covenant are dependent upon the age, class, and condition of the premises demised has been established by a long series of decisions extending over many years. In the earlier cases, indeed, it appears to have been thought that, as the result of this, no greater obligation was thrown upon the tenant than that of keeping the premises generally in about the same condition of repair as that in which they were when they were demised to him. This, however, was finally decided, in the year 1847, to be an unsound view of the law in the case of *Payne v. Haine*, 16 M. & W. 541, where a new trial was ordered on the express ground that the judge had directed the jury to act on that basis; and ever since that decision it has been regarded as settled that under a mere covenant to keep premises in repair the lessee may have to put them, if necessary, into a better con-