contract for the future disposition of the property in his interest (*b*). But an exception to this rule would seem to be admitted wherever the real consideration of the lease and the option was not the rent, but the improvements which the tenant was to make on the property (*c*).

(*c*) *Performance by tenant of covenants to repair and insure.*—Where the lessee covenants to keep the premises in repair, and is entitled to a renewal of the lease on giving six months' notice before the end of the term, he cannot enforce his right to the renewal, if the repairs were not completed either when the notice was given or when it expired (*d*). So also—although it was admitted to be a case of great hardship—where the lease contains the usual covenants to repair and insure, and also a covenant by the lessor that he would, provided the rent should have been paid and the covenants duly performed, procure from the lord of the manor, upon a request from the lessee in writing, a license to demise the premises for a further term, and so from time to time, provided such request should be given as aforesaid, and also that he would, on obtaining such license, grant a new lease with the same covenants, including the covenant for renewal, a court of equity will not relieve the lessee against a forfeiture of the privilege of renewal through the breach of the covenants to insure and repair, although the premises were only left uninsured a very short time, and the repairs were delayed in consequence of the landlord's objection to renew, and the lessee, who was the assignee of the original tenant, had expended large sums of money in erecting buildings on the property (*e*).

(*d*) *Furnishing of joint covenants by tenants with option to renew.* Where there are two tenants to a lease who have entered into joint and several covenants, and his agreement is to grant the renewed lease to the two, subject to the same covenants, he is entitled to have the joint and several covenants of the two on the renewed lease. Hence if one of them becomes bankrupt having shortly before assigned his interest to the other,

(*b*) *Davis* v. *Thomas* (1831) 1 Russ. & M. 506; *Weston* v. *Collins* (1805) 5 N. R. 345 (covenant that there should be a conveyance, if the tenant should pay the arrears of rent); In *Forbes* v. *Connolly* (1857) 5 Grant (U.C.) 637, specific performance was refused where a lessee had an option to purchase if he paid a stated sum and "performed and paid all the rents and covenants on his part to be performed" as set forth in the lease, and the rent had not been paid at the times stipulated. In another case relief was refused where the proviso was that "no default nor breach of covenant" should at any time have been made, and it was conceded that covenants as to payment of rent and taxes and cutting of timber had been broken. *Bull* v. *Canada Co.* (1876) 24 Grant (U.C.) 281.

(*c*) *Rawstone* v. *Bentley* (1793) 4 Bro. P.C. 415 (ejectment set aside where the rent reserved was nominal, and the land was vacant when the lessee entered, and had been already benefitted by the expenditure of £1000.)

(*d*) *Bastin* v. *Bidwell* (1881) 18 Ch. D. 238.

(*e*) *Job* v. *Banister* (1836) 2 Key & J. 374.