

X. MEASURE OF DAMAGES IN ACTIONS BROUGHT PRIOR TO THE EXPIRATION OF THE TERM BY THE SUPERIOR LANDLORD AGAINST HIS IMMEDIATE LESSEE.

- 56. Substantial damages may always be recovered.
- 57. Doctrine that the measure of damages is the amount necessary to put the premises in good repair.
- 58. Doctrine that the measure of damages is the depreciation in the selling value of the reversion caused by the breach.

XI. MEASURE OF DAMAGES IN ACTIONS BROUGHT AFTER THE EXPIRATION OF THE TERM BY A SUPERIOR LANDLORD AGAINST HIS IMMEDIATE LESSEE.

- 59. Damages usually assessed at the amount required to put the premises in order.
- 60. Application of this rule is independent of the question whether lessor actually loses by the want of repair.

XII. MEASURE OF DAMAGES IN ACTIONS BROUGHT BY LESSEES AGAINST THEIR SUBLESSEES AND ASSIGNEES.

- 61. Amount recoverable while the superior lease is still unforfeited.—
(a) Generally. (b) Where there is a contract of indemnity (see also below, sec. 62). (c) Possible arrangements after expiration of superior lease, not an element to be considered.
- 62. Amount recoverable where the superior lessee has been ejected by the superior landlord.
- 63. Lessee's right to be indemnified by his sublessee or assignee for the costs of defending an action brought by his lessor.—(a) Where there is no connection between the covenants in the original lease and the under lease. (b) Contract of indemnity implied from the substantial identity of the covenants in the two leases. (c) Rule where the underlessee enters into an express contract of indemnity. (d) Liability of an assignee for costs.

XIII. PLEADING AND PRACTICE.

- 64. Action upon agreement to repair is transitory.
- 65. Service of the writ out of the jurisdiction.
- 66. Bringing in new parties.
- 67. Declaration.—(a) Sufficiency. (b) Variance.
- 68. Plea.
- 69. Evidence.—(a) Competency and relevancy. (b) Burden of proof.

XIV. LIABILITY OF TENANT TO THIRD PERSONS.

- 70. Generally.
- 71. Tenant presumptively liable for injuries caused by defects in the premises.
- 72. Rights of stranger, how far affected by the absence of an obligation on the tenant's part to repair.
- 73. Under what circumstances the liability is transferred to the landlord.
- 74. Landlord's knowledge or ignorance of the dangerous conditions, how far material.
- 75. Tenant's covenant to repair, how far landlord's liability affected by.