

III. WHAT PROPERTY IS COVERED BY AGREEMENTS TO REPAIR.

15. Property existing at the time the tenancy begins.
16. Additions to and alterations in the premises after the tenancy begins. Generally.
17. Covenants to repair considered with reference to the tenant's right to remove fixtures.

IV. WHAT CONSTITUTES A SUFFICIENT PERFORMANCE OF THE COVENANT TO REPAIR.

18. Covenant not broken by dilapidations due to a reasonable use of the property.
19. Obligation of tenant to make good damage done by casualties beyond his control.
- 19a. Non-erection of buildings stipulated to be built.
20. Structural alterations, usually deemed to be a breach of the covenant.
21. Substantial performance of the covenant deemed to be sufficient.
22. Repairs subject to the approval of the landlord, or his agent.
23. Extent of the obligation to repair to be estimated with reference to the condition of the premises at the beginning of the term.
24. "Good," "tenantable," and "habitable" repair, meaning of.
25. How far the covenants bind a tenant to restore, renew and improve the premises.
26. Specific rulings as to various kinds of repairs. — (a) Foundations of houses. (b) Roofs. (c) External repairs. (d) Windows. (e) Woodwork inside houses. (f) Plastering. (g) Painting and whitewashing. (h) Papering. (i) Drains. (j) Ornamental lakes, etc. (k) Fences.

V. REMEDIES OF THE LANDLORD FOR THE ENFORCEMENT OF COVENANTS TO REPAIR.

27. Right to enter and make repairs neglected by the lessee.
28. Right to re-enter for breach of the covenant.
29. Action for damages. — (a) On general covenants to repair. (b) On covenants to repair after notice. (c) When the right of action is barred by the Statute of Limitations. (d) Measure of damages.
30. To what extent equity will aid the enforcement of the landlord's rights.

VI. WHAT PERSONS MAY SUE ON THE COVENANTS.

31. Reversioner himself.
32. Assignee of the reversioner.
33. Heir of the reversioner.
34. Personal representative of reversioner.
35. Husband of a cestui que trust of the demised premises.

VII. WHO ARE BOUND BY THE COVENANTS.

36. Lessees and persons treated as lessees. — (a) Generally. (b) Persons entering into possession under an agreement for a lease. (c) Persons continuing in possession under a lease which the lessor had no authority to grant. (d) Cestui que trust continuing an occupation begun under a lease taken by the trustee. (e) Lessees for years holding over. (f) Persons entering as undertenant of one to whom a lease is subsequently granted.