fore the age, class, and locality[9] of the premises may be taken into account in order to measure the extent of the repairs.[10]

IV. "Good tenantable repair" and similar expressions[11] mean such state of repair, having regard to the age, character, and locality of the premises, as would make them reasonably fit for the occupation of a reasonably minded tenant of the class who would be likely to take them.

V. The words "reasonable wear and tear excepted" and clauses of similar import qualifying repairing covenants mean that if the covenantor has performed those covenants at the times specified, or as usage[12] prescribes, he will not be liable for dilapidations arising from (*a*) the ordinary[13] action of the elements or (*b*) wear and tear caused by reasonable user of the premises by persons using them.[14]

Illustrations.—(*a*) Lease to A of a public-house for ten years, covenants by him to repair every fifth year, qualified by a "wear and tear" clause. At the end of fifth year A does the necessary repairs, and during the eighth year determines the lease; (*b*) B enters into repairing covenants qualified as above. It is proved to be usual to repair the inside of similar houses every seventh

9. *Proudfoot* v. *Hart*, 25 Q.B. Div. p. 52. It is submitted that the rule as stated in the case cited has a general application unless repugnant to the lease. Cp. *Payne* v. *Haine*, 73 R.R. p. 631.

10. As to also implying the test of what a reasonable incoming tenant would require (Rule IV.), except where repugnant, see p. 433 ante.

11. Query, e.g. "habitable repair," *Proudfoot* v. *Hart* (supra, p. 51), *Belcher* v. *McIntosh* (56 R.R. 867); "thorough repair," "good condition," *Lurcott* v. *Wakely*, [1911] 1 K.B. p. 918.

12. If this has not been done the surveyor would have to estimate when each item of dilapidation requiring repair was previously done. The covenantor cannot contend that if he had done the repairs at the proper times the benefit would have been subsequently lost and that the exception clause excuses him, he must fulfil his covenants to repair and at the proper times irrespective of other events (*Joyner* v. *Weeks*, [1891] 2 Q.B. 31, C.A.). Possibly he is also liable for damages caused by not repairing earlier, see Foa's Land. and Ten. (1907), p. 225.

13. i.e. "dilapidations caused by the friction of the air, dilapidations caused by exposure," *Terrell* v. *Murray* (45 S.I. 579). Dilapidation arising from extraordinary causes, e.g., tempest, or snow-storm, would not appear to come within the exception.

14. *Davies* v. *Davies*, 38 Ch.D. 505: *Terrell* v. *Murray* (supra); Foa, p. 224, Ency. Laws of Eng., vol vii, p. 669.