

the instrument may desire to embody in it, they are, by the Act respecting short forms of leases, permitted to substitute for the words "lessee" or "lessor" in the short form any name or names (or other designation); and they are also permitted to substitute the feminine gender for the masculine, and the plural for the singular number, and, when these things are done, corresponding substitutions are to be taken to be made in the corresponding long forms, sched. B (1 and 2).

Schedule B. also contains the following provisions: "3. Such parties may introduce into or annex to any of the forms in the first column any express exceptions from or express qualifications thereof respectively, and the like exceptions or qualifications shall be taken to be made from or in the corresponding forms in the second column. 4. Where the demised premises are of freehold tenure, the covenants 1 to 8 shall be taken to be made with, and the proviso 9 to apply to, the heirs and assigns of the lessor; and where the premises demised are of leasehold tenure, the covenants and proviso shall be taken to be made with, and apply to, the lessor, his executors, administrators, and assigns. 5. Unless the contrary is expressly stated in the lease, in all leases made after 25th March, 1886, the extended form of covenant numbered 7 shall be read as containing after the word "lessee" in the first line thereof the words "his executors, administrators, and assigns."

It seems clear from these provisions that it was intended that, in order that the Act should operate upon the words used, two things must concur: (1) that the lease should be declared to be made in pursuance of the Act, and (2) that the very words of the short forms should be used, except where deviations from them are authorized by the Act, and the provisions of the Act as to the deviations are complied with.

What then is the meaning and effect of subdivision 3 of schedule B.? . . .

What is an "express exception" from the short form, and what a "qualification" of it, and how is such an exception or qualification to be introduced into or annexed to the short form?

Applied to such a covenant as the one on which the question arises, which is numbered 8 in the forms of covenants and reads as follows, "8. And that he will leave the premises in good repair," what is such an exception or qualification?

The covenant, in its extended form, is, to leave the premises "in good and substantial repair and condition," but