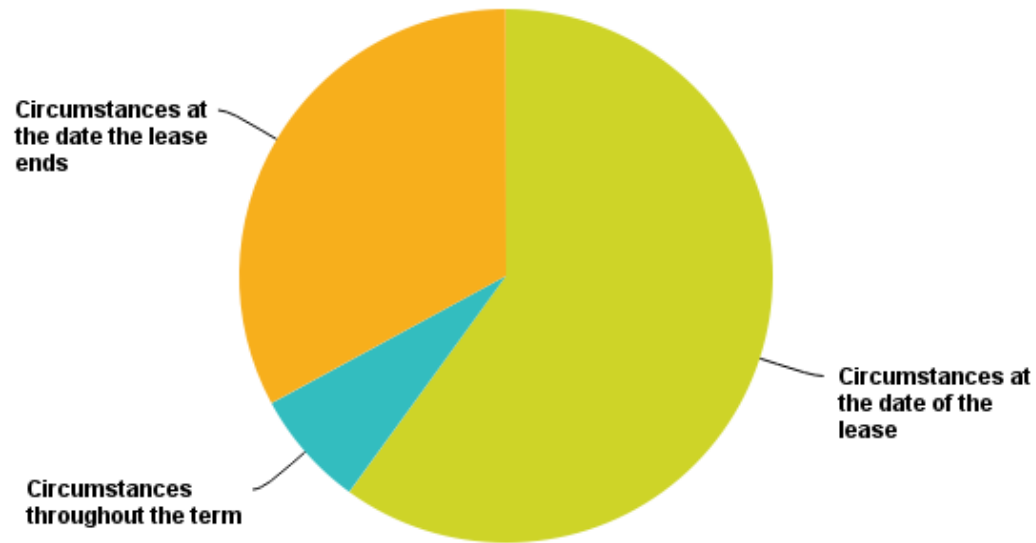


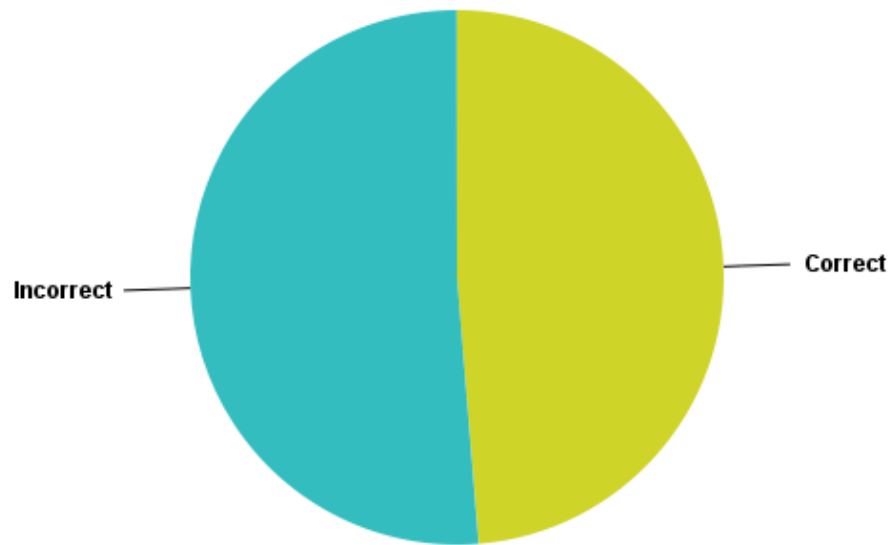
Q1: It is thought that the approach of the court in Proudfoot v Hart (age, character, locality, etc.) represents the proper standard of repair under a "general" covenant to repair. In a dilapidations claim is the standard of repair defined by reference to:



Answered: 155 Skipped: 1

Answer Choices	Responses
Circumstances at the date of the lease	60.00% 93
Circumstances throughout the term	7.10% 11
Circumstances at the date the lease ends	32.90% 51
Total	155

Q2: A covenant in a lease requires the tenant: *"To keep in good and substantial repair PROVIDED THAT the obligation to keep the Demised Premises in good and substantial repair shall not under any circumstances require the Tenant to repair maintain or otherwise yield up the Demised Premises in any greater state of repair or condition than at the date hereof as evidenced by the attached schedule of condition dated xx."* The lease was completed by the landlord and the tenant but the Schedule of Condition was never prepared and attached. In the absence of the Schedule of Condition the tenant's repairing obligation is effectively FRI and unlimited. Is this statement true or false?



Answered: 156 Skipped: 0

Answer Choices	Responses
Correct	48.72% 76
Incorrect	51.28% 80
Total	156