

Covenant, &c. may be added. 140. Any covenant, limitation, restriction or proviso, allowed by law, may be added, annexed to or introduced into the foregoing form.

Effect. 141. When a lease uses the words, "the said covenants," such covenant shall have the same effect as if it was expressed to be by the covenantor, for himself, his heirs, personal representatives and assigns, and shall be deemed to be with the covenantee, his heirs, personal representatives and assigns.

Construed. 142. A covenant in a lease, that he [the lessee,] will not assign without leave, shall be construed and have the same effect as if the lessee had covenanted that he [the lessee,] will not during the continuance of said lease, assign, transfer or let over, or otherwise by any act or deed, procure the said premises or any part thereof to be assigned, transferred or let over unto any person or persons whomsoever, without the consent in writing of the said [the lessor,] his executors, administrators or assigns first had and obtained.

Construed. 143. A covenant in a lease by the lessee, that he [the lessee,] will leave the premises in good repair, shall be construed and have the same effect as if the lessee had covenanted, that he [the lessee,] will at the expiration or other sooner determination of said lease, peaceably surrender and yield up unto the said lessor, the said premises hereby leased with all the appurtenances, together with all the buildings and fixtures now or hereafter to be built or erected thereon, in good and substantial repair and condition in all respects, reasonable wear and tear, and damage by fire only excepted.

Proviso. 144. A proviso in a lease in the following form or to the like effect; *provided*, that in default of payment of the rent or breach of any covenant herein contained, the said [the lessor,] may re-enter, shall be construed and have the same effect as the following proviso:

Provided always, and it is expressly agreed, That if the rent hereby reserved or any part thereof, shall remain unpaid after the day or days on which the same ought to have been paid, and after a demand shall have been made by the said [the lessor,] for the payment of the same, or in the case of the breach or non-performance of any of the covenants and agreements herein contained on the part of the said [the lessee,] his executors, administrators or assigns, then and in either of such cases, it shall be lawful for the said [the lessor,] at any time thereafter, into and upon the said demise