

instance, it would appear that if a power to determine it—often a power of considerable practical, if not pecuniary, value—be so expressed as to be made conditional on the performance of covenants, a breach of one of these covenants, however unwittingly committed, terminates the power: (*Porter v. Shephard*, 6 T.R. 655; *Gray v. Friar*, 4 H.L. Cas. 565).

Nor will a draftsman neglect to observe that the person to be served is clearly defined, and, to obviate any difficulty, protect his client by adding an option of service at some place, or on some property. Non-provision for the contingency of a person being abroad, or (remote as it may appear) having absconded, has caused before now very considerable hardship, as is shewn by two very interesting and suggestive cases in recent years. A lease of a shop in Regent street was determinable by notice to be "delivered to the tenant or his assigns." This tenant mortgaged the property by way of underlease, and afterwards disappeared. The Court of Appeal held that a notice, in proper form, sent to the tenant's last address, and delivered to both his mortgagee and the occupier, was of no avail in an action of ejectment, because by the terms of the power the notice to determine the lease was to be served, and could only be effectually served, by delivery to the tenant: (*Hogg v. Brooks*, 14 Q.B. Div. 475). And in another case it was a stipulation that a notice to determine a lease of some Old Kent road property was to be given by "the lessee, his executors, administrators, or assigns." The second assignee of the term disappeared, and left the property unoccupied. It was decided that a notice given by the original lessee; and the first assignee was insufficient to break the lease; for, to be good, the notice had to be given by the man who had disappeared: (*Seaward v. Drew*, 78 L.T. Rep. 19). That which is done, is done, and brings its consequences; and alien as the interpretation of the clear English of the record in each of these cases may have been to the liking of one of the parties, such an interpretation seems inevitable, unless a court were to rewrite the record, and hold it fallible.