
POWERS OF NOTIFICATION IN CONTRACTS.

No court of interpretation can ignore the effect of a clear statement. Hence, if it be stipulated that a notice is to be under "the respective hands" of the parties, or of their respective heirs or executors, a notice signed by two of three executors, even if it purport to be given on behalf of all, and be assented to by the one who does not sign, is obviously worthless: (*Right dem. Fisher v. Cuthell*, 5 East. 491). And if a notice is "to be left" at a certain place, or on certain premises, however often persons speak colloquially of having left a message with the servant, the cautious practitioner will serve a written notice, for he remembers that, in construing an Act of Parliament, it was held many years ago that a verbal notice cannot be left: (*Wilson v. Nightingale*, 8 Q.B. 1034). Furthermore, whenever a notice is to be "sent by post," seeme that the posting of a proper notice is the essential matter, that proof of delivery, and of receipt, is unnecessary (*Dunn v. Hales*, 1 F. & F. 174), and that delivery and receipt will be assumed at the time a letter, in the ordinary course of post, would be delivered: (*Browne v. Black*, 104 L.T. Rep. 392; (1911) 1 K.B. 975).

Indeed, for that matter, any lawyer, or any layman with experience of evidence in court, would always, in the absence of some powerful countervailing reason, given a written, rather than a verbal, notice for the sake of clearness of proof, by a true copy indorsed with a memorandum of service: (*cf. Stapleton v. Clough* 2 El. & Bl. 933). That course is dictated by the general principle of good practice always, whenever it is practicable, to obtain, and preserve, clear evidence, in case it should be ever required. And it must be an arch-grumbler who would take exception to a stipulation for a notice in writing.

But what will be thought of the vigilance, and attention, of any peruser who should pass, without remark, a stipulation that the efficacy of an important notice shall be conditional upon his client performing certain acts which may be unwittingly neglected, or inadvertently left undone? In the case of a lease, for