an agreement of purchase which provided that, in default of payment of any instalment of the purchase money, the vendor should be at liberty to determine and put an end to the agreement . . . and to retain any sum or sums paid thereunder as and by way of liquidated damages, by serving a notice intimating an intention to determine the agreement, and that, at the end of thirty days from the mailing or delivery of such notice if such default should not be remedied in the meantime, the purchaser should deliver up quiet and peaceable possession of the land to the vendor or his agent, and the agreement should become void and be at an end and all rights and interests thereby created or then existing in favour of the purchaser or derived under the agreement should thereupon cease and determine and the premises should revert to and revest in the vendor without any further declaration of forfeiture or notice or act or re-entry and without any other act by the vendor to be performed and without any suit or legal proceedings to be brought or taken and without any right on the part of the purchaser to any compensation for moneys paid under the agreement. The agreement also contained the clause: "Time shall be in every respect of the essence of this agreement."

*Held*, that a notice served upon the defendant by the vendors' assignee, after default in payment, that "the said agreement is hereby determined and put an end to and unless such default shall be remedied by you within thirty days . . . you shall then be required to deliver up quiet and peaceful possession of the said lands and premises and said agreement shall be absolutely null and void and all rights, etc., (following the wording of the clause quoted)," was not in accordance with the terms of the power and was therefore ineffectual to put an end to or determine the agreement or to entitle the vendor's assignee to an order of the court for possession of the land.

Such powers of rescission must be strictly followed and their exercise is subject to rigorous scrutiny in a court of equity just as in cases of notices under powers of sale in mortgages.

*Held*, further, that, even if the notice served had been worded in strict accord with the power in the agreement, the latter should be treated as in the nature of a penalty against which the courts will relieve. *In re Dagenham Dock Co.*, L.R. 8 Ch. 1022, and *Cornwall* v. *Henson* (1900) 2 Ch. 298 followed.

*Semble*, the plaintiffs' remedy would be to commence an action in the nature of a foreclosure to get the contract cancelled by decree of the court upon default after a time to be fixed by the