

necessary for the defendants to draw the plaintiff's attention to the condition, and because they had not done so, therefore, it was not binding.

SALE OF GOODS — CONTRACT — REMAINDER OF CARGO "MORE OR LESS, ABOUT," SPECIFIED QUANTITY.

*In re Harrison and Micks* (1917) 1 K.B. 755. This was a case stated by arbitrators. The question was as to the meaning of a contract for the sale of the remainder of a cargo of wheat "more or less about 5,400 quarters." The buyer accepted delivery of about 5,400 quarters. The seller had in fact made a miscalculation and "the remainder" amounted to 574 quarters more than the 5,400 quarters. One of the rules indorsed on the written contract provided "the word 'about' when used in reference to a quantity shall mean within five per cent. over or under the quantity stated." The buyer claimed that, by virtue of this rule, he was not bound to accept more than 270 quarters in addition to the 5,400 quarters, but the Divisional Court (Bailhache, and Atkin, JJ.), held that the contract was controlled by the word "remainder" and that the buyers were bound to accept "the remainder" whatever it might amount to, irrespective of the rule relied on.

LANDLORD AND TENANT—BREACH OF COVENANT TO REPAIR—NOTICE TO REPAIR—ACCEPTANCE OF RENT AFTER SERVICE OF NOTICE TO REPAIR—WAIVER OF FORFEITURE—CONTINUING BREACH—CONVEYANCING AND LAW OF PROPERTY ACT, 1881 (44-45 VICT. c. 41), s. 14 (1)—(R.S.O. c. 155, s. 20 (2)).

*New River Co. v. Crumpton* (1917) 1 K.B. 762. This was an action by lessors to recover possession of the demised premises for breach of a covenant by the lessees to repair. The plaintiffs had given notice to the defendants to repair as required by the Conveyancing and Property Act 1881, s. 14 (1), (R.S.O. c. 155, s. 20 (2)), and had subsequently accepted payment of an instalment of rent. The defendants contended that in these circumstances no action for possession would lie until a new notice to repair should be given, and that the acceptance of rent operated as a waiver of the forfeiture; but Rowlatt, J., who tried the action, held that although the acceptance of rent was a waiver of the forfeiture up to the date of its receipt, yet as the breach complained of was a continuing breach, the acceptance of the rent did not waive forfeiture for non-repair after that