In this they are sustained by the authorities even had they accepted rent up to the 17th, and after the men ceased working. In order to render acceptance of rent or any other act a waiver of forfeiture, the lessor must have knowledge of the forfeiture at the time of the supposed waiver, unless the forfeiture was of such a nature as to be equally within the knowledge of both parties: Doe & Nash v. Birch, 1 M. & W. 402. In this case, the men in absenting themselves from work on the 6th, cannot be said to have given the Company such notice that they ceased or discontinued work as would enable the landlord to declare a forfeiture on that date. In 15 Campbell's Ruling Cases, 790, after citing a number of English and American cases, the editor says that all these cases concur in holding acceptance of rent to waive forfeiture, if with knowledge on the part of the landlord. Counsel for defendants says that a technical meaning should be given the word "employee," as is given it by the Courts in cases of employment. However, the proper construction to be put on words in a covenant and the covenant itself, is that which is most consistent with the reason and sense of the matter, and what was likely in the contemplation of both parties when they executed the lease, and I think the interpretation above fairly meets this view. Many if not most of the early cases have been those turning upon the construction of clauses in leases, and in each case so far as the examination I have been able to give enables me to say, the Court construed the clauses as the circumstances and the facts of the particular case seemed to demand.

Doe & Bryan v. Bancks, 4 B. & Ald. 409, is in point as regards payment of rent as waiver, and also as to ceasing to work. In that case a lease of coal mines for 99 years contained a proviso that the lease should be void if the tenant ceased working at any time for two years. The lease was dated in 1802, the lessor ceased working in 1813, in 1817 the lessee or his assignee paid rent. The lessor entered for a breach of this proviso. In an action of ejectment waiver by the acceptance of rent in 1817 was pleaded as a defence. It was held that acceptance of rent in 1817 was not a waiver, and that the landlord might avoid the lease upon cesser to work commencing two years before the day of the demise in the ejectment. It was said by Best, J.: "In construing this clause of the lease we must look to the object which the parties had in view. The rent