

ceptance of rent or by delay or otherwise? What was the nature of the tenancy? The greater number of the leases are for an indefinite term, and in olden time would be considered tenancies at will. The old authorities say the only estates known to law are fee simple, fee tail for life, for a term of years, and at will. However, with the monthly reservations of rent, one of the conditions require a month's notice to terminate the tenancy in certain cases. They must be held to be tenancies from month to month, but they are not for a monthly term. They are continuing tenancies and their conditions are continuing conditions; see 24 Cyc. 1034. When there is a continuing condition or covenant an act which implies a waiver of breach of the covenant, does not operate as a license to commit subsequent breaches: *Doe & Muston v. Gladwin*, 6 Q. B. 953. Clause or condition 5 or F in the lease reads: "Should I cease to be in the Company's employ, or cease, abandon, or discontinue for any cause or reason to work for or on the Company's works, then in either such case, I will on written or verbal demand immediately vacate and deliver up possession," etc. This condition is in the alternative.

By the rules of the Company a man ceased to be in the employ, when he was absent a full day. Thus a man who did not work any day in July would be taken off the employment register and cease to be in the employ on the 17th, the pay day, but if he worked till the 6th he would not be taken off till the 31st, the last pay day. On the other hand if a man were to leave the employ he is supposed to give 14 days' notice of his intention to do so. (See Rule 81 of regulations). I take it that this would mean the discontinuing or abandoning work, under clause 5. I take it also that absence for 14 days, though it might not take a man off the employment register, was sufficient notice that the man ceased, abandoned or discontinued to work for, or on, the Company's works. The man who ceased work on the 6th would therefore be within this rule on the 20th, and I consider this construction fair to both parties. The Company says it would be impossible for them to tell who ceased work within these rules on the 6th, that many who did not work on the 6th came back to their work, some after a shorter and some after a longer term; and that it was only after the lapse of fourteen days that they were satisfied that these people had discontinued working for them, or that they declared the forfeiture and gave them notice to quit.