

fully aware of the proceedings taken against him, that he has not been misled or taken by surprise by the papers served on him; to hold otherwise would be in many cases to render the Act nugatory, or in any event defeat the object in view, a speedy determination of the matter in dispute. The papers in all these cases are free from any defects which would warrant holding them bad. Counsel for the tenants objected to the reception of the evidence given by Mr. Duggan, general manager of the coal company, as well as that of the superintendents, on the ground that this was a proceeding between landlord and tenant, and that any evidence of employment was irrelevant. While it is doubtless true that the principles which determine the rights of landlord and tenant must be strictly applied in determining the question at issue in these enquiries, I, however, think it both proper and pertinent to discuss the relationship of employer and employee in order to determine what both parties understood when they entered into the contracts for leasing the tenements in question. These tenants are tenants because they are employees of the Coal Company, and any evidence which shews the terms of employment is in my opinion, relevant and admissible in order to interpret clause or condition 5 or F. in these leases, and on this ground I admitted the evidence of Mr. Duggan, and of the superintendents, as well as the special rules issued by the Coal Company to their employees under the Coal Mines Regulation Act. An objection was taken that the notice to quit was not sufficiently specific. The requirement of a notice to quit as given in *Woodfall on Landlord and Tenant*, p. 369, is, that it must be clear and certain so as to bind the party who gives it and to enable the party to whom given to act upon it at the time he ought to receive it. The notices in these cases fully meet such requirement. The defendants claim there is no evidence of wrongful holding, that the tenants never refused to give up possession, and consequently the landlord is not entitled to succeed. I take it that any holding after the end of the term, whether determined by notice to quit or otherwise, must be a wrongful holding under the Act. It is the duty of the tenant on the expiry of the term to deliver up possession to the landlord. See *IBBS v. Richardson*, 9 A. & E. 849. The main questions now arise. There is no question about the breach of condition, creating a forfeiture. When did the forfeiture take place? Was the forfeiture waived by the landlord, by ac-