

house and premises for the purpose of inspection, and that I will act upon and comply with his instructions in reference to keeping the same in good condition and free from any nuisance.

“(4) That I will vacate and peaceably deliver up the said number 86 house to the company at any time, on receiving from the company one month’s notice requiring me to do so.

“(5) That 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 that I will on the verbal or written demand of the said company, immediately vacate and deliver up the possession, occupation and use of said house and premises to said company.”

The landlord claims that the tenancy has expired by notice to quit given pursuant to a clause in the agreement or lease. The landlord further claims a breach of said clause or condition in the lease under which he claims a forfeiture, and re-entry, and has given the notice required by said clause. The tenant defends, (1) on the ground that the breach complained of took place on the 6th of July, when the men ceased working, and that the landlord waived forfeiture by accepting rent of the said 6th of July on the 17th. (2) That the landlord gave no evidence that the tenant was wrongfully holding or refused to give up possession on demand. (3) There were also objections taken to the form of the papers and irregularities in the service.

These objections were general and apply to all the cases, being taken either by Mr. Tobin or Mr. Harrington for all the tenants. I will deal with them all in this case, and apply the ruling to the other cases, except such special objections as only apply to a particular case. (4) There was an objection that the notice to quit and affidavit of service were not entitled in the cause. This, in my opinion, is not well founded. The notice to quit is not a proceeding in the cause, and does not require to be entitled. (5) That the seal of the Court was not on the appointment. I do not consider this necessary. All the other objections are likewise of a highly technical character, and I do not think it was ever intended to give weight to purely technical objections in summary matters, such as proceedings under this Act. All that is required is a substantial compliance with the requirements of the Act. That the tenant has been made