

to see if this tenant had ceased or discontinued to work or to be on his works, and when he found that he had, and there was a breach of clause F, he declared the forfeiture and gave notice to quit, as he had a right to do so. I have no doubt rent was owed in this case, which accrued due after the 6th, but there is no evidence that the landlord knew that there was a breach on the 6th, and in fact there is evidence to show that he did not; for that reason the defence of waiver must fail. The landlord is entitled to re-entry and an order of possession will be granted accordingly. As in the other cases the fact that the tenant was in possession at the date of the inquiry is sufficient evidence that he is an overholding tenant within the provisions of this Act.

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