

also to pay the rent and other outgoings, and also on taking possession to pay the cost of a new fence. The specified part of the purchase money having been paid, the defendant was let into possession, but he neglected to pay the rent and taxes or the cost of the new fence, and the plaintiff had to pay the rent and taxes to prevent a forfeiture. The plaintiff brought on the present motion to compel the defendant to deliver up possession forthwith in default of paying the amounts due under the contract; but North, J., was of opinion that as the action was for rescission of the contract, the relief now asked was in the nature of a claim for specific performance, which was inconsistent with the plaintiff's claim for rescission, and therefore could not be granted, but he permitted the notice of motion to be amended by asking for the appointment of a receiver, which appointment he made, so far as was necessary to provide for the payment of the rent and taxes now due, and the rent and taxes and other outgoings accruing due pending the action.

LANDLORD AND TENANT—FORFEITURE—BREACH OF COVENANT—NOTICE OF BREACH  
—ACTION TO RECOVER POSSESSION FOR BREACH OF COVENANT—CONVEYANCING  
AND LAW OF PROPERTY ACT, 1881 (44 & 45 VICT., c. 41), s. 14, sub-sec. 1;  
(R.S.O., c. 143, s. 11, sub-sec. 1).

In *Fletcher v. Nokes* (1897), 1 Ch. 271, the plaintiff, a landlord, claimed to recover possession of the demised premises for an alleged breach of covenant. The plaintiff had given the defendant a notice of the breach complained of, but the notice was in general terms, "you have broken the covenant for repairing the inside and outside of the the demised premises, Nos. 10 11, 12, 13 and 14 River St.," and the question was whether the notice was sufficiently specific in this respect to satisfy the Conveyancing and Property Act, 1881, s. 14, sub-sec 1, (see R.S.O., c. 143, s. 11, sub-sec. 1). North, J., held that it was not, and that it did not "specify the particular breach," as required by the Act, because it did not specify in which of the houses default had been made, or whether it had been made in all of them. He considered that the notice required ought to be such as would enable the tenant to understand with reasonable certainty what is the breach complained of, so that he may have an opportunity of