

It would be going too far to assert that a precise or technical form is essential to make a notice good and valid. So long as the notice given accords with the stipulations respecting its form, signature, service, and otherwise agreed upon by the parties, and communicates the fact required to be communicated clearly and correctly, we apprehend that it is quite sufficient for its purpose. Thus, the common power to break a lease at a fixed time, by previous notice, is well exercised by a notice that does not expressly refer to the power, and, *semble*, by one which in terms is a simple peremptory notice to quit: (*Giddens v. Dodd*, 3 Drew. 485). And, in connection with any doubtful cases, it is very useful to remember that generally a man may waive the right to notice. It is true that a notice of an intention to pay off a mortgage cannot be withdrawn (*Santley v. Wilde*, 80 L.T. Rep. 154; (1899) 1 Ch. 747). But if a mortgagor come forward and join in a conveyance of the mortgaged property, the purchaser cannot object that the mortgagor has not had the notice to which he was entitled under the power of a sale in his mortgage deed: (*Re Thompson v. Holt*, 62 L.T. Rep. 651; 44 Ch. Div. 492). On the other hand, it should be noted that neither a landlord nor a tenant can bind himself by acquiescence in a lame or imperfect notice to quit, so long as what has been done does not amount to a surrender (*Bessell v. Landsberg*, 7 Q.B. 638; *Johnstone v. Hudlestone*, 4 B. & C. 922; *Doe v. Johnson*, M'Cl. & Y. 141). And the student who wishes to ascertain what does, and what does not, amount to a surrender may, with advantage, read the interesting modern case of *Fenner v. Blake* (82 L.T. Rep. 149; (1900) 1 Q.B. 426), and consider, in such cases of an imperfect notice, the possibility and effect of a discharge of the existing obligation, and the substitution, by a new agreement, of a shorter notice.

In conclusion, it is not too much to say that whenever by a contract of a commercial or domestic nature a power of notification is given, the terms of that power demand an attentive consideration: certainly more comprehensive thought, than they did sixty years ago, and possibly more care than they appear sometimes to receive to-day.