**Facts:**

Agreement between landlord & tenant for lease of land. There was a cancellation of agreement because lease was for failure to pay rent. The contract did not contain a cancellation clause (lex commissoria). Principle of common law is that lessee not entitled to cancel unless tenant is 2 years in arrears.

In common law principle, that a lessor in absence of a lex commissoria (cancellation clause) has no right to cancel a lease unless lessee is 2 years in arrears in payment of his rent is no longer applicable.

Consequently, lessor has a right when lessee is in arrear with his rent after sufficient & reasonable notice has been given to the lessee to cancel the lease & thereafter to apply for his ejectment.