

it enables the reader to compare and contrast the English and Canadian cases on any particular branch as they are to be found in the same chapter.

For greater convenience there is a separate index and table of cases of the Canadian notes so that we have in effect a scientific digest of all the authorities reported in the various provinces above referred to.

It will therefore be readily seen what a complete and useful work we now have on this most important subject. The material is all there, and we can well be satisfied that such learned lawyers, such accurate writers and such experienced authors as Mr. Theobald and Mr. Armour have not, in this instance, failed in the excellence of their work.

An examination of the volume before us leads us to hope that in future editions of other standard English text-books, others may follow the example thus set by Mr. Armour.

DEFAULT IN CONTRACTS.

The recent decision of the Divisional Court in *Labelle v. O'Connor*, 15 O.L.R. 519, is an instance of a Divisional Court not following the decision of the Court of Appeal notwithstanding the Judicature Act, s. 81. In *Labelle v. O'Connor*, the court decided that where a purchaser makes default in a contract for the sale of land, in which time has been made of the essence of the contract, though he forfeits his deposit, he does not forfeit other payments which have been made on account of the purchase money. In *Fraser v. Ryan*, 24 A.R. 441, the Court of Appeal held that the forfeiture extended to all payments which had been made on account of purchase money, and this was followed by Street, J., in *Gibbons v. Cozens*, 29 Ont. 356. These cases, however, seem to have escaped the notice of the court in *Labelle v. O'Connor*.