term "Waiver." The author's visible aim is to demonstrate the almost universal misuse and misconception of the term "waiver" as embodied in the opinions in many reported cases; and more than eight hundred cases are cited.

The work is not for a mere novice in the law. Its perusal requires the closest attention. The author is indisputably a logician. Most of the cases cited are from the United States. Attention is directed usually to the language used in the opinions of cases as to whether or not the erroneous use of the word "waiver" has resulted in an erroneous result in the cases criticised, we are left in the dark; but I am of the opinion that an erroneous result, because of an erroneous use of the word—as where a transaction is treated on the ground of Waiver when it should have been decided upon the ground of Election—has not been reached in every case because of such misuse. I am also of the opinion that in the cases correct results were very often reached notwithstanding an erroneous or misuse of the word.

But it does not follow that the work will not be of great benefit to lawyers and judges. With clear conceptions of the doctrines of Election, Estoppel, Contract and Release where the doctrine of Waiver is almost habitually attempted to be applied, transactions would be more easily solved by the practioner, and he would escape the haze of obscurity involved in many opinions of the courts, and even in English and American authors (for Mr. Ewart does not hesitate to criticise law text writers of great reputation); and be able to much more easily and clearly apply the law to the transaction he has in hand, thereby enabling him more firmly, accurately, clearly and easily to present the law to the court. And if this be true of lawyers, how much more true is it of the judges in the preparation of opinions.

The work is readily divided into two parts, although not so expressed by the author. The first part is divided into eight chapters, after the introduction, on "Waivers," Aliases, Void and Voidable, Forfeiture, Election, Contract, Landlord and Tenant, and Vendor and Purchaser of Real Property. The second part on Insurance, divided into eight chapters, viz: Insurance, Breaches Contemporaneous with Delivery of Policy, Non-payment of Dues, Demanding, Accepting or Returning Premiums, "Waivers" of Breaches Prior to Loss by Subsequent Activities, "Waivers" of Proofs of Loss, Time for Commencement of Action, and "Waivers" of the "No-Waiver" Clauses.

The author uses a quotation from Termes de Ley, 1642 edition, p. 285, concerning Waiver as then applied to an abandonment by