

(115 L.T. Rep. 4; (1916) 2 Ch. 187), and he considered that *Bellamy v. Debenham* was valuable on the question of law as correcting the too sweeping remarks of Mr. Justice Kay in *Bristol, Cardiff, &c., Company v. Maggs*, and decided that when once it is shewn that there is a complete contract by letters, further negotiations between the parties cannot, without the consent of both, get rid of the contract already arrived at. That decision was affirmed by the Court of Appeal (Lord Cozens-Hardy, M.R., Pickford, L.J., and Neville, J.), who approved of the criticism of Mr. Justice North in *Bellamy v. Debenham* upon the observations of Mr. Justice Kay in *Bristol, Cardiff, &c., Company v. Maggs*. Both Mr. Justice Sargant and the Court of Appeal referred with approval to the law thus laid down in Fry on Specific Performance, par. 551: "The effect of subsequent letters may perhaps be thus stated. If the subsequent correspondence leads to the conclusion that, at the date of the letters relied on as the memoranda of the contract, there was no contract in fact, then the plaintiff must fail; if, on the other hand, the whole evidence shews that at that date there was a consensus between the parties, upon the terms expressed in the letters relied upon, then the subsequent correspondence, unless amounting to a new contract, or an agreement for rescission, can have no effect upon the existence of the contract."—*The Law Times*.

MISTAKE OF LAW—OVERPAYMENT.

It is often stated that money voluntarily paid under mistake of law cannot be recovered. There is no doubt, however, that the Court has power to relieve against mistakes in law, as well as against mistakes in fact. But, as pointed out by Lord Justice Turner in *Stone v. Godfrey* (5 De G.M. & G. 90), when parties come to the Court to be relieved against the consequences of mistakes in law, it is the duty of the Court to be satisfied that the conduct of the parties has been determined by those mistakes, otherwise great injustice may be done. That principle was