

Privy Council (Lords Macnaghten and Morris, and Sir R. Couch and Mr. Way), held to the said direction, and they allowed the appeal and ordered a new trial. In this case the judgment of the Privy Council was delivered by Mr. Way.

AGREEMENT—CONSTRUCTION—MONOPOLY OF SUPPLY.

Kimberley Waterworks Co. v. De Beers Consolidated Mines (1897) A.C. 515, was an appeal from the Supreme Court of the Cape of Good Hope, in which the point at issue was the construction of an agreement whereby the defendants agreed, during the continuance of the agreement, to obtain and purchase all the water required for their mines from the plaintiff company, and no other person or company "provided that nothing herein contained shall prevent (the defendant company) from using any water obtained by it from the mines or its wells or reservoirs." The defendants had procured a supply of water for their mines from a municipal corporation gratis, and the question was whether this amounted to a breach of the agreement. The Judicial Committee of the Privy Council (Lords Hobhouse, Macnaghten and Morris, Sir Couch and Mr. Way), were of opinion that it did, and was not within the proviso above referred to.

PAROL EVIDENCE—WRITTEN AGREEMENT

Bank of Australasia v. Palmer (1897) A.C. 540 turns upon a question arising on the the law of evidence. The plaintiff (Palmer) claimed damages for the dishonour of a cheque. He alleged that the cheque was drawn in pursuance of an agreement under which the bank was to allow him an overdraft or cash credit for six months certain, and that it was dishonoured in breach of this agreement. The defendants relied on a letter subsequently signed by the plaintiff, which purported to make the prior agreement terminable at any time at the option of the defendants. The question on the appeal was whether the judge at the trial was right in admitting evidence of a conversation between the plaintiff and the