day until actual completion. Kekewich, J., held that the plaintiff was entitled to specific performance, because the fourth boundary could be readily fixed so as to include 36 acres, and the "heads of agreement" constituted a completed agreement, and that the clause "subject to the approval, etc.," was not a condition precedent to its taking effect, and that there was no such mistake as would entitle the defendant to a recission of the contract. He, however, held that the defendant's resisting specific performance did not constitute "wilful default" so as to disentitle him to interest on the purchase money.

HOUSE OF LORDS—FINALITY OF DECISION BY.

In *The London Street Tramways Co.* v. *The London County Council* (1898) A.C. 375, the House of Lords lays down the very reasonable rule that its decision on a point of law is conclusive and binding in all subsequent cases, and the law as so settled can only be altered by statute; whether this rule has always been observed, however, is we think open to doubt. We presume the same finality should, and theoretically does, attach to decisions of the Judicial Committee of the Privy Council, though its decisions in ecclesiastical cases are certainly hard to reconcile. The Lord Chancellor is careful to point out that where a previous decision is based on a mistake of fact, as for instance, an omission to notice the existence of a statute affecting the question, or an erroneous assumption that a statute is in force when in fact it is repealed,—in such a case the decision would not have a binding effect.

CONTRACT—CONSTRUCTION—"ERECTION OR USE."

Southland Frozen Meat Co. v. *Nelson* (1898) A. C. 442, is a decision of the Judicial Committee of the Privy Council (The Lord Chancellor, and Lords Herschell, Macnaghten and Morris, and Sir R. Couch) on an appeal from New Zealand. The point at issue was the construction of a contract whereby the respondents had agreed with the appellants "not to erect or assist, or be in any way concerned or interested in the