

did not infringe any rule of pleading and the motion was refused, and with this decision the Court of Appeal (Cozens-Hardy, M.R., and Kennedy, L.J.), agreed, they being of the opinion that the pleading would not in any way save the defendants from a liability for costs if the plaintiff established his case.

INJUNCTION—DOCUMENTS—PRIVILEGE—RESTRAINT OF PUBLICATION—DOCUMENTS OBTAINED BY TRICK—COPIES OF DOCUMENTS IMPROPERLY OBTAINED.

*Ashburton v. Pape* (1913) 2 Ch. 469. In this case certain communications by the plaintiff to his solicitor were obtained by the defendant in the following circumstances:—The defendant, who was a bankrupt, issued a subpoena *duces tecum* to the plaintiff's solicitor's clerk to produce the letters in question in the bankruptcy proceedings. The clerk attended on the subpoena and took the documents with him, and whilst in attendance he complained of not feeling well, and handed over the letters to the defendant and left the Court. The defendant's solicitors then took copies of the letters and gave the originals back to the defendant. On the plaintiff's present solicitors hearing of what had taken place, an order was made, by Neville, J., on the plaintiff's application, requiring the delivery up of the originals, and restraining the defendant and his solicitors from publishing or making use of any copies of such letters, "except for the purpose of the pending proceedings in the defendant Pape's bankruptcy"; from this order the plaintiff appealed so far as the exception was concerned, and the Court of Appeal (Cozens-Hardy, M.R., and Kennedy and Eady, L.JJ.), allowed the appeal and ordered the exception to be struck out, holding that for no purpose whatever was the defendant entitled to use privileged documents obtained in such circumstances. And the fact that the copies might have been used as secondary evidence at a trial, though improperly obtained, was held to be no ground for refusing the plaintiff the relief he asked, and which would prevent their use as secondary evidence.

TRUSTEE AND CESTUI QUE TRUST—BREACH OF TRUST—APPROPRIATION OF SECURITY BY DEFAULTING TRUSTEE TO MEET BREACH OF TRUST—DECLARATION OF TRUST—EQUITABLE MORTGAGE—IRREVOCABLE DECLARATION—STATUTE OF FRAUDS (29 CAR. 2 C. 3) s. 7.

*In re Cozens, Green v. Brisley* (1913) 2 Ch. 478. This was a summary application to determine whether the estate of a de-