consultation with the solicitor acting for us in this action and on his instructions, and was for the purpose of obtaining further advice and information in relation to the litigation now proceeding in this action and in view of such litigation, and was had and obtained for the purpose of the facts and information being laid before our said solicitor, as our professional adviser, in view of this litigation, and to obtain his advice; and the said letters contain some of the evidence and names of witnesses; and the said letters, with the exception of the original of that dated the 15th February, 1912, were on receipt placed in the hands of our solicitor for his information and to obtain his advice thereon in relation to the now pending litigation in this action; and we believe he has still has the same." The documents referred to were letters and copies of letters from one of the plaintiffs to another. It was contended that the words quoted were not sufficient to sustain a claim of privilege. It was said that it was defective for not stating that the documents were "confidential." The Master said that he could not accede to this. In Bray's Digest of the Law of Discovery, p. 13, sec. 50, it is said that the true principle is stated by Cotton, L.J., in Southwark Waterworks Co. v. Quick, 3 Q.B.D. 315; and at p. 34 of Bray it is said that this case shews that "the true principle is, that, if a document comes into existence for the purpose of being communicated to the solicitor with the object of obtaining his advice or of enabling him either to prosecute or defend an action, then it is privileged—it need not have been prepared at the instance or request of the solicitor, or have been laid before him." The present action was begun on the 9th February, and it appeared that there was a lis mota as early as the 31st January. The Master said that the affidavit seemed to him to be correctly framed. It sufficiently stated the facts necessary to shew that the documents were *confidential*, i.e., protected from discovery. Motion dismissed with costs to the plaintiffs in any event. F. Arnoldi, K.C., for the defendant. J. R. Roaf, for the plaintiffs.

TAYLOR v. TORONTO CONSTRUCTION CO.—MASTER IN CHAMBERS —MARCH 28.

Venue — Motion to Change — Necessity for Speedy Trial —Neglect to Serve Notice of Trial in Time—Jury Notice—Practice.]—This action was commenced on the 18th January, 1912. The plaintiff sought to recover $22,000, on the basis of two contracts made with the defendant company—or, the