

In *Wallace v. Small*, 1 M. & M. 446, and *Watts v. Lawson*, *ib.*, 447 n (1830), offers of compromise made, but not expressed to be without prejudice, were held to be admissible. But these cases seem somewhat opposed to the rule laid down by Lord Mansfield and Lord Kenyon, C.J., above referred to, and to the later cases. The next case in which the point is discussed appears to be *Cory v. Bretton*, 4 C. & P. 462 (1830), where a letter of a defendant was offered in evidence, in order to take the case out of the Statute of Limitations, but it appearing that the letter in question contained the words, "which is not to be used in prejudice of my rights now or in any future arrangement that may be instituted," Tindal, C.J., who was trying the case, refused to receive it; and to the same effect is *Re River Steamer Co.*, L.R. 6 Ch. 827; but the principle on which the evidence was excluded in *Cory v. Bretton* is not expressly stated in the report. But about eleven years later another decision appears in the reports which does enunciate very clearly the principle on which such letters or admissions are to be excluded, and that is the case of *Paddock v. Forrester*, 3 Sc. N.R. 734 (1841), in which the Court of Common Pleas *in banc* held that a correspondence entered into without prejudice for a compromise of the matter in question in the action was inadmissible, on the ground that it was against public policy, and the reason Tindal, C.J., assigned for it being so was because "it is of great consequence that parties should be unfettered by correspondence entered into upon the express understanding that it is to be without prejudice." And he declared "that where used in the letter containing the offer, the words 'without prejudice' must cover the whole correspondence"; and not only the letter bearing the words "without prejudice," but also the answer thereto which was not so guarded was held to be inadmissible in evidence; and see to the same effect *Ex parte Harris*, 10 L.R. Chy. 264.

In 1846 it was held that verbal offers of compromise of a claim made by a defendant's solicitor were in like manner protected, and could not be given in evidence against his client: *Jardine v. Sheridan*, 2 C. & Kir. 24 (1846); and see *Ritchey v. Howard*, 6 C.P. 437 (1857), where an account rendered by the defendant to the plaintiff, showing a balance in the plaintiff's favour, accompanied by a letter proposing an arrangement and stating that the letter and account were without prejudice, was held to be inadmissible as evidence.