

MASTER IN CHAMBERS.

NOVEMBER 21ST, 1912.

PHILLIPS v. LAWSON.

4 O. W. N. 390.

*Discovery—Further Examination—Applicant in Possession of Facts—
No Answer to Demand—Solicitor as Party—Clients Co-Defen-
dants—Privilege Lost.*

MASTER-IN-CHAMBERS held that it is no answer to a demand for discovery that the applicant must know the true facts of the case better than his opponent for he is entitled to have the outline of the case that his adversary is going to make against him.

That where a solicitor was the primary and main defendant and had certain of his clients associated with him in the enterprise giving rise to the litigation, he was not entitled to claim privilege for communications made to him in respect thereof.

Chant v. Brown, 7 Hare 88, and
Lewis v. Pennington, 29 L. J. Ch. 672, considered.

Motion by both plaintiff and defendant for further examination for discovery.

J. P. MacGregor, for the plaintiff.

C. A. Moss, for the defendant.

CARTWRIGHT, K.C., MASTER:—It is quite clear that defendant's motion must succeed. He is entitled to examine plaintiff as to his information and belief as well as in respect of his knowledge, so far as such enquiry is relevant to the issues in the action. It is no answer to say that defendant knows himself "It is no objection to an application for particulars that the applicant must know the true facts of the case better than his opponent. He is entitled to know the outline of the case that his adversary is going to make against him, which may be something very different from the true facts of the case." *Odgers on P. C.*, 5th ed. 178.

This principle applies to examination for discovery under our practice.

The plaintiff's motion is not so easy to dispose of. It would seem from defendant's depositions that he was to submit to further examination if his alleged clients who are joined as defendants, would waive their claim to privilege as to his evidence. This I assume they have declined to do.

Here, however, he is the one and the only one who signed the document (which has resulted in this action)—be it an option or an agreement to buy. He is, therefore, clearly