

PRACTICE—DISCOVERY—ACTION IN FORMA PAUPERIS—CASE LAID BY PAUPER
BEFORE COUNSEL—PRIVILEGE.

Sloane v. Britain Steamship Co., (1897) 1 Q.B. 185, involves a point of practice arising in an action in which the plaintiff was suing in forma pauperis, a proceeding for which, we may note, no provision is made in the Ontario Rules. The defendant claimed the right to inspect a case laid before counsel, in order to obtain his opinion for the purpose of obtaining leave to sue in forma pauperis, and also the opinion given thereon. The Court of Appeal (Lord Esher, M.R., and Lopes and Rigby, L.JJ.), held that the case and opinion were privileged from production, notwithstanding that they had been made exhibits to the affidavit, used for the purpose of obtaining leave to sue in forma pauperis, because such documents were necessary to be produced for the information of the Court, and not for the benefit of the opposite party, and therefore *Re Hinchcliffe*, (1895) 1 Ch. 117 (noted ante, vol. 31, p. 203), was said not to apply; but it seems a little hard to say why the same line of reasoning should not have also protected the documents in question in *Re Hinchcliffe*, except it be that in the present case, the case and opinion had to be produced under compulsion of the Rules, whereas in *Re Hinchcliffe* they were voluntarily produced as exhibits to an affidavit.

SALE OF GOODS—CONTRACT—"SALE OR RETURN"—PLEDGE OF GOODS BY VENDEE.

Kirkham v. Attenborough, (1897) 1 Q.B. 201, although a decision under the English Sale of goods Act, 1893 (56 & 57 Vict., c. 71), is nevertheless deserving of attention here, as the Act in question appears to be merely a codification of the common law. The point in controversy arose under the following circumstances: The plaintiff had delivered to one Winter a quantity of jewellery on sale or return, in other words he was to be the purchaser, but subject to an option on his part to return the goods. He pledged them with a pawnbroker, and the plaintiff brought the present action against the latter for the recovery of the goods. The statute above referred to provides that "when goods are delivered to the buyer on approval, or 'on sale or return,' or other similar