

nevertheless not liable upon the implied representation or warranty of authority of the association to accept such drafts, because this too was on a point of law.

*G. C. Gibbons*, for the plaintiff.

*Hanna*, for the defendants.

ROSE, J.  
London Assizes. }

[March 16.]

PIPER v. LONDON STREET RY. CO.

*Evidence—Negligence—By-law.*

Action for damages for personal injury to plaintiff through being struck by a street car, the alleged negligence of defendants being that the car was being run at an excessive rate of speed.

*Held*, that an agreement ratified by municipal by-law between the municipal corporation and defendants, limiting the rate of speed, was inadmissible as evidence that a higher rate of speed was negligent.

*E. Meredith*, Q.C., and *Cameron*, for plaintiff.

*Hellmutz*, for defendants.

STREET, J.]

[March 18.]

HOFFMAN v. CRERAR.

*Discovery—Production of documents—Affidavit—Privilege—Confidential communications—Solicitor and client—Application for better affidavit.*

In an affidavit of a party on production of documents, a certain letter was described by its date, and as being from a firm of solicitors to the deponent, who said that he objected to produce it, because it was a communication between solicitor and client, and was privileged.

*Held*, doubting, but following *Hamlyn v. White*, 6 P.R. 143, that the statement was sufficient to protect the document from production.

In the same affidavit two other letters were described by their dates, and as being from a solicitor to a firm of solicitors, and a copy of a letter written in answer to one of them was similarly described. These documents, the affidavit stated, were in the possession of the solicitors for the deponent and others in another action, and he objected to produce them, and claimed privilege for them "on the ground that they are communications between solicitor and client, and between my solicitors and others in the course of their conducting my business."

*Held*, that these letters not being written to or by the deponent, there was no reasonable intentment that the deponent was the "client" referred to, nor that they were necessarily confidential because they were written by the deponent's solicitors to other persons in the course of their conducting his business; and the opposite party was entitled to a better affidavit on production, in which the deponent might set up other grounds of protection.

It is irregular to go into the merits upon an application for a better affidavit.

*Morris v. Edwards*, 23 Q.B.D. 287, followed.

*D. L. McCarthy*, for the plaintiff.

*J. H. Moss*, for the defendant Crerar.