

RECENT ENGLISH DECISIONS.

by them for the said other party. We searched with considerable diligence, but by no means dogmatically assert that such a form was not to be found in some of the books in our admirable library; still it seems to us curious that it should not have been possible to put one's hand at once upon a book containing a form which must so often be required. It is, perhaps, only fair to add, that we did, in Kay & Elphinstone's "Conveyancing Forms," find a form of guarantee to a bank of a current account, from which we were able to extract such clauses as seemed to us to satisfy our immediate requirements. We offer this suggestion to any one who has the diligence to act upon it, subject, of course, to some of our readers being able to enlighten our ignorance as to such a book being already in existence.

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The *Law Reports* for April comprise 16 Q. B. D. pp. 513-672; 11 P. D. pp. 21-30; and 31 Chy. D. pp. 351-503.

SECURITY FOR COSTS—INSOLVENT PLAINTIFF.

Taking up the cases in the Queen's Bench Division, the first requiring attention is *Rhodes v. Dawson*, 16 Q. B. D. 548, in which the Court of Appeal were called on to review an order of a Divisional Court of the Queen's Bench Division, directing security for costs to be given by a plaintiff in an interpleader issue, on the ground that he was insolvent, and that a receiver had been appointed of his assets. The Court of Appeal held the order to be wrong. An attempt was made to support the order on the authority of *Malcolm v. Hodgkinson*, 8 L. R. Q. B. 209; but the Court of Appeal point out that that case was decided on the ground that the case came within the rule which requires an insolvent plaintiff, suing as trustee for another person, to give security for costs which rule does not apply when the plaintiff, though insolvent, is suing on his own behalf.

AMENDMENT OF DEFENCE—PREJUDICE TO PLAINTIFF.

In *Steward v. The Metropolitan Tramways Co.*, 16 Q. B. D. 556, the Court of Appeal affirmed the order of Pollock, B., and Manisty, J., which was noted *ante*, p. 99.

INSPECTION OF DOCUMENTS.

In *Chadwick v. Bowman*, 16 Q. B. D. 561, a Divisional Court of the Queen's Bench Division affirmed an order of Day, J., granting an inspection of documents admitted by the defendant to be in his possession, but which he objected to produce on the ground of privilege, under the following circumstances. A correspondence had taken place between the defendant in an action and persons, other than the plaintiff, which was material to the questions at issue. The defendant had not preserved the letters received by him, nor copies of the letters written by him in the course of the correspondence, but after action brought his solicitor, for the purpose of the defence, procured from such third persons copies of the letters so written and received. Denman, J., says:

The originals of these documents would have been admissible in evidence against the defendant, and it seems to me that there is nothing in the circumstances, under which the copies came into existence, to render them privileged against inspection.

PERSON SUING IN FORMA PAUPERIS—RIGHT TO BE HEARD IN PERSON.

The simple question of practice the Court of Appeal was asked to pronounce upon, in *Tucker v. Collinson*, 16 Q. B. D. 562, was whether a person who had been admitted to sue as a pauper, but to whom no counsel had been assigned, was entitled to be heard in person. The Court held that he was. Lord Esher's judgment is noticeable for the fact that he denies that the Court is bound to assign a counsel and solicitor to a pauper, when it is of opinion that the claim of the latter is frivolous.

DAMAGES, MEASURE OF—BREACH OF CONTRACT.

Kiddle v. Lovett, 16 Q. B. D. 605, in view of the *Workmen's Compensation for Injuries Act*, 1886, passed at the recent session of our local Legislature, is of some interest. The plaintiffs employed the defendant to put up a platform for the purpose of enabling the plaintiffs to paint a house. This platform, through being insecurely fastened by the defendant, fell, and