

Mr. Stewart was also under some misapprehension as to my position as to these letters. When I reserved judgment upon the question as to whether they could be read on the motion, I declined to allow them to be put in or read, and said that, if I allowed them to be read, I should hear counsel further. He seems to think that I was to hear further argument if the letters were rejected—but is wrong as to this.

I entertain the widest possible view as to granting amendments generally, but I do not think that I should grant an amendment when what is sought is to set up something which is no answer to the action, merely to allow an inquiry as to communications between solicitor and client.

What is charged is not fraud as to the contract. It is denied that there ever was any contract, but fraud in the bringing of an action, which, the plaintiff knows, ought to fail, and must fail if the truth is told. What is sought is not discovery of the facts and circumstances surrounding the contract, but of some correspondence between the solicitor and his client years after the alleged contract, from which it will be shewn or argued that the evidence of the client and of his solicitor is untrue.

All this may perhaps be gone into at the trial, but it is an issue that cannot be raised upon the pleadings. The issue in the action is contract or no contract, and not the bona fides of the plaintiff in bringing this action.

If this is not the rule, in any accident case based on negligence the plaintiff may have production of the confidential reports in the possession of the railway company by the simple device of alleging that the defendant company and their solicitors well know that there was negligence, but fraudulently conspire to plead "not guilty," and to suppress the evidence in their possession.

This motion should, I think, be dismissed with costs to the plaintiff in any event.