

proceedings in open Court in anticipation of future litigation, in the possession of the defendant, were liable to production for the purpose of discovery. The Master granted production, and Lawrence, J., affirmed his order, and his decision was affirmed by the majority of the Court of Appeal (Cozens-Hardy, M.R., and Buckley, L.J., Channell, J., dissenting), the majority holding that the reproduction in physical form of matter which is *publici juris* is not privileged from production. Channell, J., on the other hand, considered that, as the notes had been taken on behalf of the defendant with the object of instructing counsel in case of future litigation, they were privileged.

ACTION BASED ON FELONIOUS ACT—STAY OF PROCEEDINGS TILL DEFENDANT PROSECUTED.

*Smith v. Selwyn* (1914), 3 K.B. 98. The statement of claim in this action was by husband and wife, and claimed that the defendant had drugged the wife and then indecently assaulted her. The defendant applied to stay further proceedings or to dismiss the action on the ground that the statement of claim was based on an alleged felony for which the defendant had not been prosecuted. Lord Coleridge, J., affirmed the order of the Master dismissing the action, but the Court of Appeal (Kennedy, Eady, and Phillimore, L.J.J.) held that the proceedings must be stayed until after criminal proceedings had been taken against the defendant.

LANDLORD AND TENANT—IMPLIED CONTRACT BY LANDLORD WITH TENANT THAT DEMISED HOUSE IS FIT FOR HABITATION—ACCIDENT ARISING FROM DEFECT IN DEMISED PREMISES TO DAUGHTER OF TENANT.

*Ryall v. Kidwell* (1914), 3 K.B. 135. By virtue of a statute it was provided that a contract should be implied by the defendant with the plaintiff's father, that certain demised premises let by the defendant to the plaintiff's father were fit for human habitation. The premises were in fact defective, and by reason of the defect the plaintiff, who was an inmate of the house, was injured and claimed damages. The Divisional Court (Ridley, and Avory, J.J.) held, following *Cavalier v. Pope* (1905), 2 K.B. 757; (1906), A.C. 425, that the contract did not enure to the benefit of strangers to the contract, and that the plaintiff had, therefore, no right of action, and this decision was affirmed by the Court of Appeal (Lord Reading, C.J., and Phillimore, L.J., and Lush, J.).