the equity jurisdiction as to discovery: *Woolley* v. *North London Railway Company*, L. R. 4 C. P. 612. It is "limited only by what the Court thinks just," (per Erle, C. J., in *Daniel* v. *Bond*, 9 C. B. N. S. 716, approved in *Hill* v. *Campbell*, L. R. 10 C. P. 222). The letters in question were neither written by the solicitor, nor to him. Even should the first letter be considered as coming in effect from him, and being therefore protected from inspection, the second letter could not be viewed in that light. It cannot be maintained that every letter which might be written, containing reference to a solicitor's opinion, is equally privileged with the opinion itself. The question for the Court is whether the ends of justice would be served by the production of the document, and the defendant in this case believed that these ends would be served by the production of the letter, since it would show that the plaintiffs were aware that the party who endorsed the defendant's name on the notes had no power to do so. The rule laid down by Brett J., in *Woolley* v. *North London Railway Company* has been followed in *Wiman* v. *Bradstreet*, 2 Chy. Cham. 77, and in *Toronto Gravel Road Co.*, v. *Taylor*, 6 P. R. 227, while the last English case on the subject, *Smith* v. *Daniell*, L. R. 18 Eq. 649 (July 1874), is strongly in favor of the defendant's contention.

Mr. Dalton thought that both letters were privileged under the general rule as to communications between attorney and client. The object of the rule would be defeated if parties were allowed to arrive indirectly at the purport of such communications by obtaining inspection of such documents as those in question in this case.

Summons discharged.

Ferguson v. Elliott.

Assignment of debt—Pleading.

[Sept. 1, 1876—Mr. Dalton.]

This was an action to recover a debt, to which the defendant pleaded assignment of the debt before action. A summons was obtained to strike out the plea on the ground that the name of the assignee should have been given.

Mr. Marsh (Mulock & Campbell) shewed cause, and contended that the statute which makes choses in action assignable at law, 35 Vict., cap. 12, has the effect of making the assignment complete by the mere giving of a writing to the assignee by the assignor. There is therefore no presumption that the debtor is acquainted with the name of the assignee, and he should not be required to give it. The plea in question is very similar to one alleging that the plaintiff was not the lawful holder in an action on a bill or note.

Monkman, contra, cited Stephen on Pleading, p. 246, to show that either the names of third parties referred to in pleadings should be mentioned, or an allegation should be made to the effect that they are not within the knowledge of the party pleading.

Mr. Dalton thought that the principle laid down by Stephen applied to this case, and that the plea should have been drawn in conformity with it. The plea must be amended by stating the name of the assignee, or alleging that his name is not within defendant's knowledge—such amendment, however, only to be permitted on the defendant making an affidavit as to his belief that an assignment has been made. Costs to be costs in the cause.

NOTES OF CASES.

CHANCERY.

Abell v. Morrison.

[May 31, 1876.

Lost Promissory Note.

This was a suit to compel the payment of a certain promissory note made by the defendant to the plaintiff, and by the plaintiff lost after maturity. The defendant allowed the bill to be taken *pro confesso*, and did not appear at the hearing.

Spragge, C., thought that under the circumstances a decree should issue for payment of the amount to be found due without requiring security from the plaintiff.

Black v. Fountain.

[June 21, 1876.]

Insolvency—Fraudulent assignment.

A trader being in insolvent circumstances made an assignment in Nov. 1871 for the benefit of creditors. In March, 1872, Lowe and Smith, two of his creditors, arranged with his other creditors by agreeing to pay 65c. on the dollar, out of moneys to be paid by the insolvent out of the business, and they then ranking as creditors of Fountain for a certain amount. Among the property assigned were two parcels of land, one a lot in Chatham, mortgaged for $700, and the other a farm lot mortgaged for $300, in which mortgages the wife of the insolvent had joined to bar her dower. In the assignment it was stipulated that the assignee should obtain an