

action, but the Court of Appeal (Lord Esher, M.R., and Lindley and Bowen, L.JJ.) overruling Grantham, J., held that it was no bar. This case also decides that the husband cannot be made liable for *ante nuptial* debt of his wife which accrued against the wife more than six years before the commencement of the action, and a judgment recovered against the wife does not affect the husband so as to prolong the period of limitation.

PRACTICE—PRODUCTION OF DOCUMENTS—PRIVILEGED COMMUNICATIONS.

*Lowden v. Blakey*, 23 Q.B.D., 332, is a decision of Denman and Charles, JJ., upon a question of practice. The defendant in the action had been a successful plaintiff in a prior action to restrain an infringement of his trade mark, and at the conclusion of the action he drafted an advertisement of the proceedings for publication in a trade journal; before publication the draft was submitted to counsel, and, as settled by him, was published. One of the defendants in the prior action brought the present action for an alleged libel in the advertisement so published, and he claimed the right to inspect the draft advertisement settled by counsel. But the Court considered that on the authority of *Minet v. Morgan*, 8 Chy., 361, the document was privileged from production as being a confidential communication to counsel.

PRACTICE—COSTS—JURISDICTION OF JUDGE TO DEPRIVE SUCCESSFUL PLAINTIFF OF COSTS—"GOOD CAUSE"—LETTERS WRITTEN "WITHOUT PREJUDICE."

In *Walker v. Wilsher*, 23 Q.B.D., 335, a verdict was entered for the plaintiff by consent for £100. In disposing of the question of costs, Huddleston, B., took into account letters and conversations which had passed between the parties "without prejudice." This the Court of Appeal (Lord Esher, M.R., and Lindley and Bowen, L.JJ.) held that he should not have done, and that they could not constitute "good cause" for depriving the plaintiff of costs.

PRACTICE—THIRD PARTY NOTICE—SERVICE OUT OF JURISDICTION O. XVI. R. 48—(ONT. RULE 329.)

In *Dubout v. Macpherson*, 23 Q.B.D., 340, A. L. Smith, J., decided that where an action is brought for a breach within the jurisdiction of a contract which, according to the terms of it, ought to be performed within the jurisdiction, and the defendant claims indemnity from a third party, the Court may allow service of notice of such claim on the third party out of the jurisdiction.

INSURANCE (MARINE)—IMPROPER NAVIGATION.

In *Canada Shipping Co. v. British Shipowners Mutual Protection Association*, 23 Q.B.D., 342, the Court of Appeal (Lord Esher, M.R., Lindley and Bowen, L.JJ.) unanimously affirmed the judgment of Charles, J. (22 Q.B.D., 727), which we noted *ante* p. 361.