on the delineated plan where the line of the intended railway is drawn across the road. Then, although a road crossing the line of the railway may be altered or diverted or a new road may be substituted for an old one, it speaks of "such road" as if it were identically the same road as existed before the railway was made. Now, it seems to me that in the whole of this group of sections headed by the words "with respect to the crossing of roads or other interference therewith," there is no single instance where the word "bridge" is used to mean anything but the structure which spans the road or the structure which spans the line of railway, as the case may be—the bridge proper, as it has been called for the sake of convenience. The sections which mention bridges are sections 46, 49, 50, and 51. Section 46 speaks of the bridge "with the immediate approaches and all other necessary works connected therewith," showing that the word bridge was not intended to mean anything more there than the bridge proper. Section 49, dealing with bridges to be erected for the purpose of carrying the railway over roads, requires that the width of the arch of the bridge should be such as to leave a clear space thereunder of prescribed width, showing again that the section was only dealing with the span of the bridge over the road. Section 50 requires that when a road is to be carried over the railway it is to have a clear space of prescribed dimensions "between the fences thereof." "The fences thereof" are the fences "on each side of the bridge," which are to be 4 ft. high. That, again, is the bridge proper, for the fences "on each side of the immediate approaches of such bridge" are of a different height. They are not required to be more than 3 ft. high. When we come to section 51 reference is made to the width already "prescribed for bridges over or under the railway." And then follows the provision which requires the company to increase the width of a bridge in case after the construction of the railway the average available width for the passing of carriages of the road within fifty yards of the point of crossing the railway is increased on either side thereof beyond the width of the bridge. Reading all these sections together I think it plain that the width of the bridge in that provision must mean the width of the bridge proper. Several cases were referred to in the argument. The one which throws most light upon the point in controversy is the case of *Reg.* v. *The Birmingham and Gloucester Railway Company*, mentioned in a note at p. 51 of the report of the same case at a later stage in 2 Q.B. 47. That was also a contest between a railway company and a road authority. But in that contest, curiously enough, the position of the parties in argument was reversed. The railway company under their Act, which was passed in 1836, and contained sections identical with those in the Taff Vale Act of the same year, had made a road in substitution for one which existed at the time when they obtained their Act, but they had made it of less width than the old road. They contended that as they had made it of the width prescribed for a "bridge" they had done all that they were required to do; the approaches, they said, were part of the bridge. In delivering the judgment of the Court Lord Denman, C.J., said this—"The question is whether a *mandamus* lies to this company directing them to restore a turnpike road carried over a railway to its former width. *Prima facie* they are bound to make the road so lifted over the railway as wide as it was before, though there is a provision that the bridge in such a case shall be 15 ft. wide, dispensing, no doubt, with any greater width in that part. But we are clearly of opinion that the maximum is confined to that part of the road which can strictly be called the bridge, and can by no means import into this case the doctrine laid down with an entirely different object that the approaches to a bridge form a part of it, by which the road might be narrowed to a great extent beyond the bridge on either side." I am of opinion that the Railway Company are right on this point, and that the judgment of Phillimore, J., should be restored, but without costs, and that as the District Council has succeeded in part and failed in part, there ought to be no costs of this litigation either here or below.

Judgment of Phillimore, J., restored.

Counsel for Appellants—Upjohn, K.C.—Lush, K.C.—Trevor Lewis. Agents—Smith, Rundell, & Dods, for Morgan, Bruce, & Nicholas, Pontypridd.

Counsel for Respondents—Levett, K.C. —P. O. Lawrence, K.C. —J. G. Wood. Agents—Williamson, Hill, & Company, for Ingledew & Sons, Cardiff.

HOUSE OF LORDS.

Friday, April 2, 1909.

(Before the Lord Chancellor (Loreburn), Lords Macnaghten, James of Hereford, and Shaw.)

JONES *v.* GREAT CENTRAL RAILWAY COMPANY.

(ON APPEAL FROM THE COURT OF APPEAL IN ENGLAND.)

Process—Proof—Evidence—Confidentiality Letters between Litigant and his Trade Union concerning Action.

By the rules of a trade union its members were entitled to legal assistance in case of unjust dismissal from their employment. The appellant was a member who had been dismissed from the employment of the railway company. He corresponded with the secretary of the trade union in order to satisfy the union that a solicitor should be employed. In the appellant's action

against the railway company the defenders sought to have the correspondence produced.

Held that the letters were not protected by confidentiality and must be produced.

In an action by a member of a trade union (appellant) against a railway company for wrongful dismissal, an order was made upon him for discovery of certain letters between himself and the secretary of the union. These had been written to satisfy the union authorities that the circumstances entitled the appellant to receive legal assistance in terms of the union rules. This order was affirmed by the Court of Appeal (VAUGHAN WILLIAMS, BUCKLEY, and KENNEDY, L.JJ.)

The trade union member appealed.

Their Lordships gave considered judgment as follows:—

LORD CHANCELLOR (LOREBURN)—I cannot see any reasonable room for doubting that this case was rightly decided in the Court of Appeal, nor can I see how that decision puts at a disadvantage those who are obliged to co-operate in order to obtain legal advice or assistance. The question arises as follows:—The appellant Jones, a servant of the respondent railway company, had a dispute with his official superiors which ended in his dismissal. He thought himself aggrieved and brought this action. He was a member of a trade union upon terms which entitled him to a variety of benefits, among others being the right to receive legal assistance in case of unjust dismissal. In such a case he was bound by the rules of the union to give full particulars to the head office, and the sanction of the executive committee or of the general secretary was needed before a solicitor was engaged. In the present case certain letters passed between Jones and the officials of the union containing information about his dismissal. They were written before the action was commenced in order to satisfy the union authorities that they ought to sanction the employment of a solicitor, and to furnish information by which the solicitor should be enabled to conduct the action which the workman contemplated and desired. The question is whether or not these documents are privileged from discovery. The rule on this branch of the law of discovery is that in order to enable to confide unreservedly in his legal advisers, all communications between solicitor and client are protected. The rule was expressed by James, L.J., in the case of *Anderson* v. *Bank of British Columbia* (2 Ch. Div. 645) as follows:—"The old rule"—meaning the rule which still exists—"was that every document in the possession of a party must be produced if it was material or relevant to the cause, unless it was covered by some established privilege. It was established that communications that had passed directly or indirectly between a man and his solicitor were privileged, and the privilege extended no further." Both client and solicitor may act through an agent, and therefore communications to or through an agent are within the privilege. But if the communications are made to him as a person who has to act himself in confidence upon them, then the privilege is gone. This is because the principle which protects communications between solicitor and client only no longer applies. The document is in existence relating to the matter in dispute which is communicated to someone who is not a solicitor, nor a mere *alter ego* of the solicitor. I would merely add that disclosure is constantly required of letters between partners, or between a firm and its agent. It is rare in litigation that communications are confined to letters passing between a solicitor and a client, and every large concern, whether a railway company or a trade union, or whatever it may be, that must needs conduct business by correspondence, is amenable to the same rule—a rule in itself wholesome, for it favours the placing before a court of justice of all the material circumstances that may lead to a just decision.

LORD MACNAGHTEN—I am of the same opinion, and I think it a very clear case.

LORD JAMES OF HEREFORD and LORD SHAW concurred.

Appeal dismissed.

Counsel for Appellant—Sir R. Finlay, K.C.—N. Craig—E. Browne. Agents—Pattinson & Brewer, Solicitors.

Counsel for Respondents—Scott Fox, K.C.—Lowenthal. Agent—Dixon H. Davies, Solicitor.

HOUSE OF LORDS.

Friday, April 2, 1909.

(Before the Lord Chancellor (Loreburn), the Earl of Halsbury, Lords Macnaghten, Collins, and Gorell.)

POSTMASTER-GENERAL *v.* NATIONAL TELEPHONE COMPANY, LIMITED.

(ON APPEAL FROM THE COURT OF APPEAL IN ENGLAND.)

Postmaster-General—Monopoly—Telegraph—Telephone—Private Telephone—Telegraph Act 1869 (32 *and* 33 *Vict. cap.* 73), *sec.* 5.

From the monopoly of the Postmaster-General are excepted telegraph and telephone lines, "A" to "A," between houses and offices of the same owner, under sec. 5 of the Telegraph Act 1869, but not "A" to "B" lines, between establishments of different owners. Electric signals without telephones fall within the monopoly.

In a Special Case stated to determine the extent of the Postmaster-General's monopoly in respect of telephones, judgment in favour of the Postmaster-General