

tending to evade a settlement of the dispute in accordance with the agreement, or even an actual intention on the part of the plaintiff so to do, would justify the trade union in procuring the breach by workmen of their contracts with the plaintiff; but with this view the Court of Appeal did not concur, and held that neither a bonâ fide belief that the plaintiffs were intending to evade, nor an actual evasion by them of the settlement of the dispute by arbitration, would justify the defendant union in procuring a continuing breach of contract by the plaintiffs' workmen. The Court of Appeal therefore held that the plaintiff was entitled to succeed against the union.

TRADE UNION—OBJECTS OF UNION—PAYMENT OF MEMBERS OF PARLIAMENT—(R.S.C. C. 125, s. 2).

Osborne v. Amalgamated Society of Railway Servants (1909) 1 Ch. 163. This was an action by a member of a trade union to restrain the union from applying its funds towards the payment of members of Parliament. The rules of the society provided for the moneys of the union being so applied, and Neville, J., considering himself bound by *Steele v. South Wales Miners' Federation* (1907) 1 K.B. 361 (noted ante, vol. 43, p. 364), refused to interfere, and dismissed the action. The Court of Appeal (Cozens-Hardy, M.R., and Moulton and Farwell, L.JJ.), however, overruled that case, and reversed the decision of Neville, J., and granted the injunction asked, holding that the Trades Union Acts define the objects for which trade unions may be formed, and it is not possible by rules to extend or alter those purposes.

MINES AND "OTHER MINERALS"—CHINA CLAY—EXPERT EVIDENCE
—RAILWAY COMPANY—EXPROPRIATION OF SURFACE.

Great Western Ry. v. Carpalla U.C.C. Co. (1909) 1 Ch. 218. In this case the plaintiffs had under their statutory powers expropriated the surface of certain lands for the purposes of their railway; beneath this land was a deposit of china clay, occupying only a small fraction of the subsoil. The defendants were the owners of the minerals and claimed the right to work the deposit of china clay as being a mineral, and had given notice to the plaintiffs of their intention so to do. The action was then commenced to restrain the defendants from so doing. The case was tried by Eve, J., and occupied nine days and a great deal of expert evidence was given on the point whether china clay was techni-