

TRADE UNIONS AND BREACHES OF CONTRACT.

The learned editor of the *Law Quarterly Review* in the January number deduces some conclusions from the decisions in England on the subject of Trade Unions, and as to breaches of contract and conspiracy connected therewith, which may helpfully be reproduced. He says :

"*Glamorgan Coal Co. v. South Wales Miners' Federation* [1903] 2 K.B. 545, 72 L.J.K.B. 893, C.A. is the latest of the line of cases which begins just fifty years ago with *Lumley v. Gye* (1853) 2 E. & B. 216. From these cases we may now deduce, though with different degrees of certainty, the following conclusions :

(1) If X, knowing that N has entered into a contract with A, induces N to break that contract, X has prima facie committed a wrong for which A, if he suffers damage thereby, has a right of action : *Quinn v. Leathem* [1901] A.C. 495, 70 L.J.P.C. 76, and the principal case.

(2) Though X's conduct is prima facie actionable on the general principle that a violation of legal right committed knowingly is a cause of action, and it is a violation of legal right to interfere, without justification or excuse, with contractual relations recognized by law (*Quinn v. Leathem* [1901] A.C. p. 510, judgment of Lord Macnaghten, and see *Mogul Steamship Co. v. McGregor* (1889) 23 Q.B.D. 614, judgment of Bowen, L.J.), yet there may be just cause, or, what is the same thing, legal justification for X's interference.

(3) It is not yet possible to define the circumstances which may constitute a justification for procuring a breach of contract ([1903] 2 K.B. at p. 573, judgment of Romer L.J.) It must in each case be a question for the Court whether the circumstances found to exist are sufficient for that purpose. The mere fact that X holds N's contract with A to be a violation of a prior contract with X is not in itself a justification of X's inducing N (by threat at any rate) to violate N's contract with A : *Read v. Friendly Society of Co-op. Stonemasons* [1902] 2 K.B. 732, 71 L.J.K.B. 994, C.A.

(4) There seems to be a distinction between X inducing N to break a contract with A, by threats, by payment or otherwise, and X giving advice to N which leads him to break a contract with A (see [1903] 2 K.B. at p. 572, judgment of Vaughan Williams L.J.). The difference may be thus illustrated. N is under a contract