

damages for loss of wages occasioned by the defendants having illegally prevented the plaintiff from getting employment, and also an injunction to restrain the continuance of the acts complained of. The plaintiff had been treasurer of a local branch of the defendant union, and a sum of £38 was claimed to be due by the plaintiff as such treasurer, which he had failed to pay, and for which judgment had been recovered against him. In February, 1900, the defendant the general secretary of the union went to the foreman of the firm where the plaintiff was employed and notified him that, unless the plaintiff was dismissed, the rest of the union men would strike. Whereupon the plaintiff was dismissed, and was out of employment for three weeks. He then got work elsewhere; being still in default to the union, he was at a general meeting expelled, and his expulsion was notified to all the local branches, and thereafter several union men were fined for working with the plaintiff. The local secretary subsequently went to the plaintiff's employer and notified him unless the plaintiff was discharged the union men in his employ would be called out, and similar notices were given to three other employers with whom the plaintiff had got work, resulting in each case in his dismissal; another ground for the defendant's action being that the plaintiff, a non-unionist, was obtaining employment when union men were out of work. The action was tried before Walton, J., and on the answers of the jury to certain questions submitted to them, the learned judge, in a considered judgment, held that the general secretary alone was liable to the plaintiff for the acts complained of, and dismissed the action as to the other defendants: but the Court of Appeal (Williams, Romer, and Stirling, L.JJ.) came to a different conclusion, and held that the union was responsible for the acts of their general secretary, and that the evidence shewed that there had been a conspiracy on the part of the officers of the union to prevent the plaintiff getting or retaining work, in order to compel him to pay the debt he owed the union, which was in effect an attempt on their part to effect a legal object by illegal means, and that on the principle laid down in *Barwick v. English Joint Stock Bank*, L.R. 2 Ex. 259, at page 265, the union was liable for the acts of its officers.