

REVIEW OF CURRENT ENGLISH CASES.

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TRADE UNION--WRONGFUL EXPULSION OF MEMBER--ACTION TO
RESTRAIN UNLAWFUL EXPULSION--TRADE UNION ACT, 1871
(34-35 VICT. C. 21), s. 4--(R.S.C. c. 125, s. 4).

Luby v. Warwickshire Miners' Association (1912), 2 Ch. 371. This was an action to restrain the defendants, a trade union, from expelling the plaintiff, a member thereof. The action was defended on the ground that the union was an unlawful association within the meaning of certain English statutes not in force in Canada and therefore not necessary to be mentioned here, except to say that Neville, J., held that the defendants did not come within those acts, and as the rules of the defendant association did not authorize the defendants to expel the plaintiff as they proposed, he held the plaintiff entitled to the injunction prayed. This kind of action, it may be observed, is not excluded from the jurisdiction of the court under R.S.C. c. 125, s. 4.

LEASEHOLD--VENDOR AND PURCHASER--OPEN CONTRACT TO SELL
--PURCHASER TO ASSUME COVENANTS OF LEASE--SUBSISTING
BREACHES OF LESSEE'S COVENANTS--LIABILITY OF PURCHASER
OF LEASEHOLD.

In re Taunton Building Society and Roberts (1912), 2 Ch. 381. This was an application under the Vendors and Purchasers Act. Roberts entered into a contract to buy from the Taunton Building Society certain leasehold property which was sold subject to the covenants and conditions contained in the lease and to the rent thereby reserved, and the purchaser was to indemnify the vendors against the rent and covenants. At the time the contract was entered into there were continuing breaches of the lessees' covenants to repair and paint (which were not usual covenants) in respect of which the lessors were threatening proceedings, but neither the vendors nor purchaser knew or had notice of the breaches, and the purchaser did not know the nature of the covenants. Parker, J., who tried the action held that the contract of sale only meant that the purchaser should take an assignment of the lease subject to the rent and covenants, and indemnify the vendors against payment of