

expel the plaintiff, one of its members, from the union; and the present action was brought against the union and its president, vice-president, treasurer and secretary to restrain the union and its officers from wrongfully expelling him from the union. —The defendants pleaded that the act complained of was a tortious act done in furtherance of a trade dispute and therefore not actionable under the Trade Disputes Act, 1906, s. 4, but Neville, J., held that the Trade Disputes Act, 1906, did not apply to the case of a plaintiff suing in respect of a breach of his contractual rights. The plaintiff also sought to restrain the defendants from applying the funds of the union to illegal purposes. The officials claimed that they did not represent the association and that the Executive Committee and the trustees should have been made defendants; but Neville, J., held that the officials made defendants sufficiently represented the association for the purposes of the action. We may remark that there is always a difficulty in suing such organizations owing to the fact that they are not corporations.

WILL—CONSTRUCTION—REMAINDER “TO MY NEAREST MALE HEIR”
—“MY NEAREST AND ELDEST MALE RELATIVE”—NO MALE
HEIR—HEIRESS AT LAW—INTESTACY.

In re Watkins Maybery v. Lightfoot (1913) 1 Ch. 376. This was an appeal from the decision of Joyce, J. (1912) 2 Ch. 430 (noted ante vol. 48, p. 693) in which the Court of Appeal (Cozens-Hardy, M.R., and Buckley and Hamilton, L.JJ.) have affirmed the judgment of Joyce, J., but not on the ground relied on by him, but entirely on the construction which they placed on the will, the particulars of which the reporter considers it unnecessary to record.

INFANT—CONTRACT—“NECESSARIES”—EDUCATION AND INSTRUCTION—EXECUTING CONTRACT—PART PERFORMANCE.

In *Roberts v. Gray* (1913) 1 K.B. 520, the plaintiff is the celebrated billiard player, and the action was to enforce a contract made with the defendant, an infant of nineteen, whereby it was agreed that the defendant and his father should accompany the plaintiff on a tour of the world for eighteen months and give exhibitions of billiard playing, the plaintiff to pay all expenses, and all receipts, prizes and testimonials received by either party on the tour to be equally divided between the plain-