

union, shall not be entertained by any court. The exact effect of these cases last mentioned, upon actions against members or officials of trade unions who have committed torts or procured breaches of contracts in the course of trade disputes, has not been fully ascertained. The Act is considered not to apply on proceedings in respect of acts done before its passage. In *Bussey v. Amalgamated Society*, [1908] 24 T.L.R. 437, sec. 4, above referred to, was held to apply to all actions against a trade union for tort, but not to protect members or officials from suit as individual for torts, even if committed on behalf of the union. In *Conway v. Wade*, [1908] 24 T.L.R. 874, a threat to an employer as to what would follow if he did not discharge a man who had ceased to be a member of a trade union for non-payment of a fee, was held to have been in contemplation or furtherance of a trade dispute within section 3 of the Act of 1906. It would seem that an action against a member for tort would still lie except so far as excluded by section 3. *Flood v. Jackson*, [1895] 2 Q.B. 21. By section 5 of the Act of 1906, "trade disputes" means any dispute between employer and workmen, or between workmen and workmen, which is connected with the employment or non-employment, or with the conditions of labour of a person and workmen, or all persons employed in trade or in industry, whether or not in the employment of an employer with whom a trade dispute arises. The change made in the law by this section does not affect any conspiracy for which punishment was awarded by statute, nor of the law as to riot, unlawful assembly, breach of the peace, or sedition, or an offence against the state or sovereign, (1875, ch. 86; see par. 2 and 3). There is one exception to this general statement, namely, that wilful and malicious breach of a contract of service or hiring, with knowledge that to do so will probably endanger life, or cause serious bodily injury, or expose valuable property to destruction or harm, is summarily punishable; and that wilful and malicious breach of contract by employees of authorities supplying gas or water is similarly punishable if the employees know, or have reasonable cause to believe, that it will deprive the consumers, wholly or in part, of their supply. Under the pre-