

the agreement, procured dock labourers who were working for the plaintiff to break their contracts and leave his employment, causing thereby pecuniary loss to the plaintiff, although at the time there was no dispute between the plaintiff and his employees. It was attempted to justify the action of the defendants as being in furtherance of a trades dispute within the meaning of the Trades Disputes Act (6 Edw. 7 c. 47), s. 3; s. 5 (3), but the House of Lords (Lord Haldane, L.C., and Lords Dunedin, Atkinson, Parker, Sumner, and Parmoor) held that the acts complained of could not be justified under that Act, because there was no such dispute between the plaintiff and his employees, and a judgment in favour of the plaintiff was therefore affirmed.

CONTRACT — CONSTRUCTION — PRINCIPAL AND AGENT — UNDISCLOSED PRINCIPAL — WANT OF CONSIDERATION MOVING FROM PRINCIPAL — ENFORCING CONTRACT MADE WITH THIRD PARTY — NUDUM PACTUM.

*Dunlop Pneumatic Tyre Co. v. Selfridge & Co.* (1915) A.C. 847. This case is important to the mercantile community. The plaintiff company was a manufacturer of pneumatic tyres, and as such entered into an agreement with a firm of Dew & Co. whereby the latter firm agreed to take a certain quantity of the plaintiff's goods within a specified time, in consideration of the plaintiffs allowing them certain discounts from their list prices, Dew & Co. agreeing not to sell or offer the plaintiffs' goods at less than the list prices, except a limited discount to genuine trade customers; and in case of any sale to trade customers Dew & Co. agreed to take from them a similar undertaking and to forward such undertaking to the plaintiff. The plaintiff company exacted similar agreements from all their other customers, and this was known to the defendants. In January, 1912, the defendants purchased tyres of the plaintiffs' make from Dew & Co., and entered into the required undertaking, which was forwarded by Dew & Co. to the plaintiffs; and the action was brought for breach of the undertaking. It was attempted to be supported on the ground that, in taking the undertaking, Dew & Co. were acting as agents for an undisclosed principal; but the House of Lords (Lord Haldane, L.C., and Lords Dunedin, Atkinson, Parker, Sumner, and Parmoor), affirming the decision of the Court of Appeal, held that, even if the plaintiff company was entitled to the benefit of the contract as the undisclosed principal, yet it was, nevertheless, *nudum pactum*, no consideration moving therefor from the plaintiff to the defendants. Lord Parmoor