

by legal means to make them effective. The difficulty in the way of making these acts effective is, that the master may arrange with others to take the place of the strikers. According to Lindley, L.J., this difficulty will continue to exist till Parliament confers powers on trade unions which have not yet been conferred. In *Lyons v. Wilson*, before referred to, the English Court of Appeal granted an injunction to restrain a trade union from inducing people not to enter the employment of the plaintiffs, on the ground that their manner of doing it was malicious.

The Imperial Statute 38 & 39 Vic. c. 86, is repeated in part in Articles 521, 523 and 524 of the Criminal Code, by which persons who, with a view to compel any other person to abstain from doing, or to do any act, which such other person has a legal right to do, or abstain from doing, wrongfully and without legal authority, watches or besets the house or other place where such other person resides, or works or carries on business or happens to be, is guilty of intimidation.

In this case, *Lyons v. Wilson*, the defendants had picketed the plaintiff's premises, not only to get information, but for the purpose of inducing work people to abstain from entering their employment. This was held to be evidence of malice, and malice must be shown even where injuries result from the acts complained of. *Mogul v. McGregor*, (1892) A. C. 25, decides that persons may by lawful means endeavor to prevent others from work-

ing for third parties. But *Temperton v. Russell*, (1893) 1 Q. B. 715, and *Flood v. Jackson* (1895), 2 Q. B. 21, make it clear that while merely to persuade a person who has contracted to break his contract gives no cause of action at all, if it is done maliciously, for the purpose of injuring the person to whom the advice is given, or of injuring some one else, the person against whom the malice is directed and carried out has a cause of action; not on the ground of persuasion to break the contract, but on the ground of malice directed against him. The result is the same whether the persuasion is to break the contract or not to make a contract. One person has a perfect right to advise another not to make a particular contract, and that other is at perfect liberty to follow that advice. But if the first person uses that persuasion with intent to injure the other, or to injure the person with whom he is going to make the contract, then the act is malicious, and the malice makes that unlawful which would otherwise be lawful.

The case of *Temperton v. Russell* is authority for the broad principle, that if a man induces one or two parties to a contract to break that contract, with intent to injure the other party, or to do himself a benefit, he thereby commits an actionable wrong. See *Bowen v. Hall*, L. R. 6 Q. B. D. 333. A combination for such a purpose is illegal, and so a conspiracy for this purpose (not a violation of any statute) would be restrained.

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