

TRADE UNION—EXPULSION FROM UNION—NOTIFICATION BY SECRETARY OF BRANCH TO EMPLOYER THAT MEMBERS OF UNION WOULD REFUSE TO WORK WITH EXPELLED MEMBER—INDUCEMENT TO EMPLOYER TO BREAK CONTRACT.

*Wolstenholme v. Ariss* (1920) 2 Ch. 403. This action was brought by the same plaintiff as in the preceding case. In this case he sued the secretary and all the members of the branch of the union which had expelled him, alleging that they had severally and in combination amongst themselves, by unlawful threats, coercion and pressure, compelled the plaintiff's employer to break his contract with the plaintiff and to dismiss and to refuse to employ him any longer, and the plaintiff claimed an injunction to restrain the defendants individually and collectively from interfering with the right of the plaintiff to dispose of his labour as he would. After the plaintiff's expulsion from the union the secretary of the branch notified the plaintiff's employer of the fact and that the members of the union would thereafter refuse to work with him, and in consequence the plaintiff was dismissed. Eve, J., who tried the action, held that the defendants had not exceeded their just rights and that the notification to the employer of an intention to do a lawful act or acts gave the plaintiff no cause of action.

SPECIFIC PERFORMANCE—CONDITIONAL OFFER "SUBJECT TO TITLE AND CONTRACT"—AGREED TERMS EMBODIED IN DRAFT CONTRACT—VERBAL APPROVAL OF CONTRACT BY VENDOR—CONTRACT NOT EXECUTED.

*Coope v. Ridout* (1920) 3 Ch. 411. This was an action by a purchaser for specific performance of an alleged contract for the sale of land. The defendant relied on the Statute of Frauds. It appeared that the defendant had made a conditional offer to purchase the land in question "subject to title and contract." The terms of the intended contract were reduced to writing, and a copy sent to the defendant who verbally approved thereof, but the contract was not signed by him. In these circumstances, Eve, J., held that there was no enforceable contract and dismissed the action.

SPECIFIC PERFORMANCE—PURCHASE FOR BENEFIT OF THIRD PERSON—POSSESSION TAKEN BY THIRD PERSON—PART PERFORMANCE—STATUTE OF FRAUDS (20 CAR. II., c. 3) s. 4—(R.S.O., c. 102, s. 5).

*Hohler v. Aston* (1920) 2 Ch. 420, was also an action for specific performance, but in this case by the vendor. The circumstances