of itself unlawful, notwithstanding in some cases it may be attended by circumstances such as breach of contract, and intimidation, which would be illegal. Moulton, L.J., seems to be of the opinion that but for the amendment effected by 39-40 Vict. c. 22, s. 6, in the definition of a trade union the action would not lie, and in considering the effect of this case in Canada, it must be remembered that the amendment in question has not been adopted here. At the same time, if a trade union in Canada must be a combination which but for the Trade Union Act would be an unlawful combination, then it would seem to follow from this case that a union of the like character to that of the defendants in this case would not be "a trade union" within the Act, though called a trade union and therefore a similar action to this might be maintained in Canada notwithstanding R.S.C. c. 125, s. 4(1) which of course only applies to trade unions coming within the definition of s. 2.

PROMISSORY NOTE—COMPANY—SIGNATURE BY MANAGING DIRECTOR —PERSONAL LIABILITY.

In *Chapman* v. *Smethurst* (1909) 1 K.B. 927, the Court of Appeal (Williams and Kennedy, L.JJ. and Joyce, J.) have been unable to agree with the decision of Channell, J. (1909) 1 K.B. 73 (noted ante, p. 125). It may be remembered that the managing director of a company had signed a promissory note beginning "Six months after date I promise to pay, etc., as follows: "I. H. Smethurst's Laundry & Dye Works, Limited, I. H. Smethurst, managing director." Channell, J., held that he had thereby made himself personally liable, but the Court of Appeal held that he did not, and that it was simply the note of the company.

PRACTICE—SHIP—SUBJECT MATTER OF ACTION—PRESERVATION—ORDER TO BRING SUBJECT OF ACTION WITHIN JURISDICTION—RULE 659—(ONT. RULE 1096).

Steamship New Orleans Co. v. *London P. M. & G. Ins. Co.* (1909) 1 K.B. 943. This was an action on a policy of marine insurance as for a total loss of the vessel insured. The vessel in question was lying in Singapore harbour. The defendants applied under Rule 659 (Ont. Rule 1096) for leave at their own risk and expense to bring the vessel to England. Bray, J., was of the opinion that he had no jurisdiction to make such an order, but the Court of Appeal (Farwell and Kennedy, L.JJ.) held that the order should be made both for the "preservation" and "inspection" of the property in question in the action.