

may be remembered, was brought by the plaintiff company against a trade union for damages occasioned by the defendants having induced the plaintiffs' workmen to stop work on certain days in breach of their contract with the plaintiffs. The order was given by the defendants to the workmen not from any malice or ill-will to their employers, but merely with the object of keeping up the price of coal; but this the House of Lords (Lord Halsbury, L.C., and Lords Macnaghten, James and Lindley) held to be no legal justification, and the plaintiffs' right to recover was affirmed.

TRADE UNION—APPLICATION OF FUNDS OF UNION CONTRARY TO RULES—STRIKE PAY—ACTION FOR INJUNCTION BY INDIVIDUAL MEMBER OF UNION—"DIRECTLY ENFORCING AGREEMENT"—TRADE UNION ACT, 1871 (c. 31), s. 4—(R.S.C. c. 131, s. 4).

*Yorkshire Miners' Association v. Howden* (1905) A.C. 256 is the case known in the Courts below as *Howden v. Yorkshire Miners' Association* (1903) 1 K.B. 308 (noted ante, vol. 39, p. 350), and was an appeal from the Court of Appeal. The action was brought by a member of a trade union to restrain an alleged misapplication of the funds of the union in payment to members of the union of "strike pay." In the Court below the principal question discussed was whether the alleged payments were warranted by the rules of the association, and the Court of Appeal held that they were not. On the appeal to the House of Lords the argument was confined to the question whether the plaintiff could maintain the action, which, it was contended, was in effect attempting "to enforce an agreement" in reference to the application of the funds of the union which the Court was expressly prohibited by the Trade Union Act, s. 4 (R.S.C. c. 131, s. 4) from entertaining. The House of Lords (Lord Halsbury, L.C., and Lords Macnaghten, Davey, James, Robertson and Lindley) unanimously affirmed the decision of the Court below that an action to restrain the misapplication of the funds of the union is not an action to enforce an agreement for any of the matters specified in s. 4, and they dismissed the appeal.

PRINCIPAL AND AGENT—AGENT UNTRULY REPRESENTING TO PRINCIPAL THAT HE HAS MADE A CONTRACT—MEASURE OF DAMAGES.

*Salvesen v. Nordstjernan* (1905) A.C. 302 was an appeal to the House of Lords (Lords Halsbury, L.C., Davey and Robertson) from the Scotch Court of Session. The question discussed is as to the proper measure of damages recoverable by a principal against his agent who has untruly represented that he has