

ward was the interest of the Union, and the fact that the employer had agreed with the federation not to employ apprentices except in conformity with their rules. They claimed the right to compel him to perform his contract.

In the *Giblan* case the wrong done was both causing the plaintiff to be dismissed from his employment, and also in preventing him from obtaining further employment. The justification put forward was the fact that the plaintiff had embezzled funds of the union and that it was in its best interests that he should be prevented from obtaining employment until restitution was made.

In the *Glamorgan* case the injury was a breach of contract in that the miners stopped work on several days as ordered by their committee, and the justification alleged was that the stop days were ordered for the purpose of keeping up the price of coal and in that way benefitted the colliery owners (the plaintiffs), and that their action was not intended to injure the latter, but rather to benefit them, and only to interfere with the middlemen who were selling coal at too low a rate.

In the case of *Lyons v. Wilkins* the same absence of desire to injure the persons who actually suffered damage, and the same intention to injure a third party existed. The justification set up was that a trade dispute actually existed, which, although not involving the person injured, had to be dealt with in such a way as affected him, though there was no desire to injure him.

It will be observed that the interest of a combination or union as a justification runs through all of those cases. In the *Read* case the interests of the union were involved, because, unless they could control the employment of apprentices, a large portion of the power of their union would be gone. In the *Giblan* case the interest of the association was only collaterally involved, that is, the plaintiffs obtaining employment was no direct detriment to the union. Their action was intended as a punishment to him and it is evident that it was not taken simply for the purpose of protecting employers against a dishonest employee, or because the union men were refusing to work with him. If they could succeed in preventing the plaintiff from obtaining employment they would secure re-payment into the funds of the association of the amount which had been stolen, or at all events, they honestly expected so to do.

In the *Glamorgan* case and in *Lyons v. Wilkins* the intention