

without disclosing that it was for the plaintiff, and on presenting it the plaintiff was refused admission. The defendant was the chairman and managing director of the theatre company, and the plaintiff claimed damages from the defendant for maliciously procuring the theatre company to break its contract for the admission of the plaintiff to the theatre. McCardie, J., who tried the action, held that the omission to disclose the fact that the ticket in question was being purchased for the plaintiff prevented the sale of the ticket from constituting a contract with the plaintiff as alleged, the identity of the plaintiff being, in the circumstances, a material element in the formation of the contract and he therefore dismissed the action. The learned Judge also intimates that even if there had been a valid contract, the action would not have lain against the defendant, who was in the position of a servant acting bona fide within the scope of his authority and therefore not liable in tort for procuring a breach of that contract.

TRADE UNION—EXPULSION OF MEMBER—BRINGING UNION INTO DISCREDIT—RULES OF UNION.

*Wolstenholme v. Amalgamated Musicians* (1920) 2 Ch. 388. This was an action by a former member of a trades union, claiming that he had been wrongfully expelled, and for an injunction. By one of the rules of the union it was competent for any branch at a special or quarterly meeting to fine, suspend or expel any member upon satisfactory proof being given that he had by his conduct "brought the union into discredit." The plaintiff had written to the general secretary of the head office of the union making charges of serious misconduct against members of the committee of the branch to which he belonged; these charges were unfounded, and the plaintiff had been called on to withdraw and had promised that he would, but neglected to do so, thereupon a resolution of the branch was passed expelling him, as having been guilty of conduct bringing the union into discredit. On behalf of the plaintiff, it was contended that the rule above referred to was merely a rule of procedure and did not warrant the plaintiff's expulsion; but Sargant, J., who tried the action, held that the rule must be read as an enabling one as well as one dealing with procedure and that the conduct of the plaintiff afforded just ground for his expulsion. The action was therefore dismissed.