

first, in providing benefits for members, *Rigley v. Connol*, [1880] 13 Ch. D. 482; *Cullin v. Elwin*, [1903] 88 L.T. 686; second, in furnishing contributions to an employer or workman not a member, in consideration of his acting in conformity with its rules; third, in discharging a fine imposed on any person by a court of justice; agreements between two or more trade unions; and it would seem that a member or his representative cannot sue a registered trade union to recover "sick pay." *Burke v. Amalgamated Society of Dyers*, [1906] 2 K.B. 583; and see *Russell v. Carpenters and Joiners*, [1910] 1 K.B. 506. There seems to be some uncertainty as to whether the fact that some of the rules of a trade union are in restraint of trade, if it is substantially legal, affects the rights of members to recover benefits. *Swaine v. Wilson*, [1890] 24 Q.E.D. 252; *Gozney* case, [1908] 24 Times L.R. 814. There is also some uncertainty as to how far the courts will interfere indirectly to enforce, inter se, the rights of trade union members. An injunction has been granted to restrain the application of funds contrary to agreement. *Wolfe v. Matthews*, [1882] 21 Ch. D. 194. In *Yorkshire Miners' Association v. Howden*, [1905] A.C. 256, it was held that section 4 of the Trade Disputes Act, 1906, did not bar an action to prevent misapplication of trade union funds by paying strike money, in cases not authorized by the rules of a trade union. It has been held that an injunction cannot be granted to restrain a trade union from expelling one of its members. *Chamberlain's Wharf, Limited v. Smith*, [1900] 2 Ch. 605; *Rigby v. Connol*, supra.

As regards the civil liability of trade unions, there was much discussion between 1871 and 1906 in England, as to whether or not trade unions were civilly liable for strikes or lock-outs; many controversies arose as to the court's power to restrain their activity by an injunction or actions in cases of controversy or malicious wrong, or to entertain actions against trustees or other persons representing the union, so as to make the funds of the union liable for the wrongs committed under the authority of the managers of the union. By 1906 it had been settled