

doing so involved no breach of contract on their part. The other two defendants were the chairman and general secretary of the union, but it did not appear that they were parties or privies to Allen's action. The jury found that the defendant Allen had maliciously induced the Glengall Company to dismiss the plaintiffs, and to abstain from employing them again; but that the other defendants had not authorized him so to do, and they assessed the plaintiffs' damages at £20 each. The defendants other than Allen were sought to be made liable for Allen's acts on the ground of their being members of the union, and as such answerable for his acts. But Kennedy, J., while giving judgment in favour of the plaintiffs against Allen, dismissed the action against the other defendants with costs, and his decision was affirmed by the Court of Appeal (Lord Esher, M.R., and Lopes and Rigby, L.JJ.). The position of Allen with regard to the other members of the union was held not to be that of agent or servant, but rather that of a principal, whose orders the other members had bound themselves to obey.

SHIP—SEAMAN—CONTRACT OF SERVICE—INCREASED DANGER RESULTING FROM DECLARATION OF WAR—UNCOMPLETED VOYAGE—RIGHT TO WAGES.

The case of *O'Neil v. Armstrong*, (1895) 2 Q.B. 70, is interesting as establishing a point of general interest, to the effect that where a master increases the danger attending his servant's employment, the latter is entitled to quit his employment, and to recover the wages for the full time of his contract. In the present case, the plaintiff was employed as a seaman by the agents of the Japanese Government to navigate a torpedo ship from the Tyne to Yokohama. After the voyage had been partly accomplished, war was declared between China and Japan, whereupon the plaintiff refused to continue the voyage, and brought the action to recover the full amount of wages, which Lord Russell, C.J., and Charles, J., affirming a County Court judge, held he was entitled to do.

INNKEEPER—LIEN OF INNKEEPER ON GOODS OF THIRD PERSON.

*Robins v. Gray*, (1895) 2 Q.B. 78, was a question of innkeeper's lien; and the point in controversy was whether the lien attached on goods of a third person, sent to a guest at the defendant's inn for sale, and known by the defendant to belong to a third person. The lien was claimed for board and