

was an action for wrongfully and maliciously procuring, on the part of the Miners' Federation, its members in the mines to break their contracts of service with the company. The Federation's efforts were found to have been untainted with malice, but five "stop days" had been ordered, and that it was obeyed by over one hundred thousand men, each of the five times breaking their contracts with their employers. The lower court dismissed the action, the Court of Appeal reversed this judgment and awarded damages. Upon appeal to the House of Lords, the Court of Appeal was affirmed, and good faith was held no justification; "that to combine to procure a number of persons to break contracts is manifestly unlawful." This ruling is in accord with American cases, amongst them: *Tubular Rivet Company v. Exeter Boot & Shoe Company* (1908), 86 C.C.A. 648; *A. R. Barnes & Company v. Berry* (1907), 156 Fed. Reports, 72; *Thacker Coal Company v. Burke*, 5 L.R.A. (N.S.) 1091 and annotations; but section 3 of the English Act, 1906, provides that "An act done by a person in contemplation or furtherance of a *trade dispute*, shall not be actionable on the ground *only* that it induces some other person to break a contract." It would seem very evident from the context of the above quoted section of the Act of 1906, that it was passed with the direct purpose of wiping out the rule laid down in the *South Wales* case, and it is equally clear the section applies only to trade disputes existing between the particular employer and his employees, and could not be stretched to include within its provisions what is familiarly known as a "sympathetic strike," where the breaking of contracts is involved.

Another feature of the English legislation affecting trade unions is, the importance given the rules and by-laws that may be adopted by them from time to time; in order for them to benefit from the registration provisions (which is permissive and not mandatory), these rules must be filed with the registrar and all changes must be at once reported and printed, and copies furnished on demand to anyone on payment of a nominal fee. The purpose of this publicity is to make it apparent to