

not sufficient, as he should have framed his questions to the purchaser so as to include all whom he had authorized to find a purchaser and not real estate agents only, when, in all probability, the purchaser would have answered that Burke had sent him. Verdict for plaintiff for amount claimed.

Fullerton and Foley, for plaintiff. *F. R. Ferguson*, for defendants.

Province of British Columbia.

COURT OF APPEAL.

Full Court.]

[Dec. 11, 1908.

ANGLO AMERICAN LUMBER CO. v. McLELLAN.

Company—Sale of shares.

Judgment of HUNTER, C.J., noted ante, vol. 44, p. 127, affirmed on appeal.

Full Court.]

GRAHAM v. KNOTT.

[Dec. 11, 1908.

Trade union — Member of — Interference with employment — Threatening employer — Refusal by union men to work with non-union men — Coercion of employer — Contractual relationship between employer and employee.

Plaintiff, a stone mason, applied for membership in the union of which defendants were officers. He made a payment on account of his initiation fee, but not being vouched for by two members of the union, the executive returned the fee. He was, at a later date, on the question of his status as a workman on a building coming up again, requested to submit to a test of workmanship preliminary to being enrolled a member. Considering the test an unfair one he declined to submit to it, whereupon the union refused him membership. The test proposed was what is known as "boulder work," the common class of work done by stonemasons in Victoria, but plaintiff claimed he had been accustomed to "sand stone work." After some delay, plaintiff was told by the committee delegated to test him that he could