

in other states, to control, restrain, and to some extent destroy the coal trade of the State of West Virginia." *Adair v. United States*, 208 U.S. 161.

In the celebrated case of *Allen v. Flood*, [1898] A.C. 1, it was held by a majority of six to three, in the House of Lords, that no action lies against a trade union, by a dismissed workman for maliciously inducing his employer to dismiss him. In that case the trade union threatened a strike unless the workman who had violated a rule of the union was discharged, and the employer yielded to the threats; but three years afterwards, the House of Lords held in *Quinn v. Leatham*, [1901] A.C. 495, that a combination of two or more, without justification or excuse, to injure a man in his trade by inducing his customers or servants to break their contracts with him, or not to deal with him, or continue in his employment, is, if it results in damage to him, actionable: in this case the employer recovered £250 from the president, treasurer and secretary and two members of the trade union. Act 34 and 35 Vict. ch. 32, entitled an "Act to Amend the Criminal Law," relating to violence, threats and molestation, contained various provisions for preventing the molestation of masters and workmen, to induce them to yield to particular combinations or associations. This Act has been repealed by "The Conspiracy and Protection of Property Act," 1875, 38 and 39 Vict. ch. 86, which amended the law as to conspiracy and breach of contract by workmen.

While to some extent legalized by the Acts 1871 and 1876, trade unions are put in the position of voluntary associations, and the power of the courts to interfere in their domestic affairs is restricted by section 4 of the Act of 1871, which denies the courts jurisdiction directly to enforce them or to award damages for breach of the following, viz.: agreements between members of a trade union, concerning the conditions on which each member as such, shall or shall not sell their goods, transact business, employ or be employed; agreements to pay a subscription or penalty to a trade union: *Mullett v. United French Society*, [1904] 91 L.T. 1331; agreements to apply trade union funds,