

arising on the construction of a contract for the sale of land. The statute provides that the judge may on such application determine any question "arising out of, or connected with the contract, *except a question affecting the existence or validity of the contract.*" There was a de facto contract between the parties, and the point which the vendor desired to have determined was one as to the form of conveyance the purchaser was entitled to under it. The purchaser, on the return of the motion, set up facts going to shew that he had bought on the faith of representations made by the auctioneer, which entitled him to a rescission of the contract in case the vendor refused to be bound by them. Kekewick, J., thereupon refused to entertain the application, but the Court of Appeal (Lord Alverstone, M.R., and Rigby and Collins, L.JJ.), although admitting that no question as to the existence or validity of the contract can be entertained on such applications, nevertheless thought that there being a de facto contract, any question arising upon its construction should be disposed of, even though there might be facts existing which would disentitle the applicant to specific performance of the contract, and the appeal was allowed.

**TRADE UNION**—RESTRAINT OF TRADE—EXPULSION OF MEMBER—INJUNCTION  
—JURISDICTION—TRADE UNION ACT, 1871 (34 & 35 VICT., c. 31), SS. 2, 3, 4—  
(R.S.C. c. 131; SS. 2, 4, 22), TRADE UNION AMENDMENT ACT, 1876 (39 & 40 VICT., c. 22), s. 16.

In *Chamberlain's Wharf v. Smith* (1900) 2 Ch. 605, the plaintiffs were members of an Association which the Court held to come within the definition of a "trade union" in the Trade Union Act, 1871 (R.S.C. c. 131), which, by its rules, among other things sought to restrain the rights of trade of its members, and to regulate from whom they should buy, and the prices at which they should sell goods, and also provided for a distribution of the surplus funds of the Association among the members. For an alleged breach of the rules of the Association the plaintiffs had been expelled from the Association. The plaintiffs claimed that their expulsion was wrongful, and they claimed an injunction restraining the defendants from depriving them of the privileges of membership. The Trade Union Act, 1871, s. 4 (R.S.C. c. 131, s. 4) provides that nothing in the Act shall enable any Court to entertain any legal proceeding instituted with the object, inter alia, of directly enforcing agreements concerning the conditions on which members may buy or sell their goods, or any agreement for