

5. Violence and intimidation.—It has sometimes been difficult to determine what acts were comprised in these terms because of the shrewdly concocted subterfuges that offenders have invented to cover their malicious deeds. The law, however, looks rather to the object and effect than to the means employed. For a trades union to place a "picket" around the premises of one boycotted is an act of intimidation, and "actual violence or threat of violence is not needed to make a boycott unlawful when intimidation and coercion are employed to prevent persons from dealing with the persons boycotted" (r). It was held to be a threat of violence when a trades union informed one whom they wished to boycott that they had substantially ruined the business of certain other persons (s). A simple request by a body of strikers under circumstances that convey a threatening intimidation is held to be no less obnoxious than to use physical force (t). The display of banners with a mere request thereon to boycott the plaintiffs was held to be an act of intimidation because of the power that was known to exist to enforce the request, and it was held not necessary that the intimidating acts be done on the premises of the plaintiff (u). It is therefore seen that intimidation and threats of violence cannot be entirely hidden under sophistry and pretenses, but that intent and results will be made to govern.

6. Interference with respect to contractual relations.—It seems now fairly well settled that a body of working men have a right to "walk out" at any time when not under contract, and even though they are, the courts will not enjoin them from so doing (v). But the law imposes upon third persons certain duties enjoining interference with the business relations of others. When such persons have procured a breach of contract, and action has been brought against them therefor, they have sought to defend on the ground that a contract cannot impose any obligation upon a person not a party to it. While this proposition is not denied, it is not allowed to excuse the one who has maliciously procured the breach, and he is held liable for the wrong (w).

The courts have refused to recognize any special difference between the interference when contractual relation exists and when

(r) *Beck v. Railway Teamsters' Protective Assn.*, supra.

(s) *State v. Glidden*, 55 Conn. 46.

(t) *Re Doolittle*, 23 Fed. Rep. 545.

(u) *Beck v. Railway Teamsters' Protective Assn.*, supra.

(v) *Arthur v. Oakes*, 63 Fed. 310.

(w) *Walker v. Cronin*, 107 Mass. 555; *Lumley v. Gye*, 2 E. & B. 216.