

*pany v. United States*, 221 U.S. 1, and *United States v. American Tobacco Company*, 221 U.S. 106, is that "it prohibits all contracts and combination which amount to an unreasonable or undue restraint of trade in Interstate commerce." By the English authorities hereinbefore cited, it will be seen that the same doctrine of the "unreasonable restraint of trade, has been applied there as against these labour unions, and in regard to the decisions of the several states of the American union, it is to be always borne in mind that some of the states have enacted legislation touching these organizations differing in character from each other, and that their decisions may be found conflicting and confusing. For example, the State of New York has passed laws excepting trade unions from all restrictions on combinations and conspiracies imposed by other statutes, or by the common law, and other states have laws excepting them especially from the operation of their Anti-Trust Laws, but a Texas statute having a like effect has been declared unconstitutional by its Supreme Court. *National Cotton Oil Co. v. Texas*, 197 U.S. 115.

From the consideration of the review of the English Law and decisions as set forth by the learned court in the *Hitchman* case, the following conclusions were arrived at by the court in making the injunction against the United Mine Workers of America, perpetual: "That these union combinations must be considered in their relations to their respective members, to those who may employ such members, and to the public interest; that in their relations to their respective members, they cannot, even under the advanced legislation of England, undertake to require by oath, or otherwise, a surrender of the individual freedom of their members, and when they seek to do so they become illegal; that in their relations to the employers of their members, while they may use all peaceful efforts to advance their members' interests by aiding them to secure better wages, shorter hours, and better conditions, they cannot accomplish these ends by violence, coercion or intimidation. They may not, by common law, interfere with the contracts which their members have entered into with their employers, nor by any means induce