

jointly, and they may make a decree of their choice, and may lawfully act thereon for the immediate purpose of obtaining the terms required; but they cannot create any mutual obligation having the legal effect of binding each other not to work, or not to employ, unless upon terms allowed by the combination. Any arrangement for that purpose, whatever may be its purport or form, does not bind as an agreement, but is illegal on account of restraint of trade, and therefore void. Every party to it, who chooses to put an end to it, is thenceforward as free to claim his own terms for his own labour as if such arrangement had never been made, and any attempt to enforce, by unlawful coercion, performance of any such supposed agreement against a party who chooses to break from it, and labour or contract for labour upon different terms, is an attempt to obstruct him in the lawful exercise of his right to freedom of trade; and is thus a private wrong. It is also a violation of a duty towards the public—that is to say, of the duty to abstain from obstructing the exercise of the right to the free course of trade. A person can neither alienate for a time his freedom to dispose of his own labour or his own capital according to his own will; neither can he alienate such freedom generally and make himself a slave (see *Hilton v. Eckersley*, 6 Ell. & Bl. 47; see the argument of Hargrave in the *Negro Sommerset's* case, 20 State Trials, 23); it follows that he cannot transfer it to the governing body of a union.

In the relations of these organizations to the general public as consumers of the products of capital and labour, it must be admitted that, in the absence of special legislation such as that of England, and of doubtful constitutionality in a country under written constitutions, Federal or State, it is just as unlawful for the labourer to form a trust or monopoly as it is for capital to do so. The same rule of common law governs the one as the other, and in the United States, the Act of Congress, known as the Sherman Anti-Trust Law, is simply declaratory of the same principle. The latest construction of this Act, by the Supreme Court of the United States, in the *Standard Oil Com-*