

mental. Such is the oft quoted dictum of Sir Wm. Erle, in his work on Trade Unions (1869, ed. p. 12). It is as follows:

"Every person has a right under the law, as between him and his fellow subjects, to full freedom in disposing of his own labor or his own capital, according to his own will. It follows that every other person is subject to the co-relative duty arising therefrom, and is prohibited from any obstruction to the fullest exercise of this right, which can be made compatible with the exercise of similar rights by others. Every act causing an obstruction to another in the exercise of the right comprised within this description, *not in the exercise of the actor's own right*, but for the purpose of obstruction, would, if damage should be caused thereby to the party obstructed, be a violation of this prohibition, and the violation of this prohibition by a single person is a wrong, to be remedied either by action or by indictment, as the case may be."

It will be observed that the learned writer limits the original right to the doing of such acts as either (1) do not conflict with the acts of others in possession of similar rights, or (2), if they do conflict, then to such acts as are an exercise of the actor's own individual right.

Hence collision thus anticipated is made lawful by just cause and excuse. This theory is important to a clear understanding of the subject. There are expressions in the cases which suggest another rule of decision. But when examined they are readily harmonized with it. For example, Lord Herschell, in *Allan v. Flood*, (1898) A.C. p. 138, discusses the underlying right of every man and asserts that everyone has a right to do any lawful act he pleases without molestation or obstruction, which wider right also embraces the right of free speech. He dissents from the view that this right is limited to damage to property or trade, and says that the *Mogul* case (ante) rests upon this, that the acts by which the competition was pursued were all lawful acts, that they were acts not in themselves wrongful, but a mere exercise of the right to contract with whom and when, and under what circumstances and upon what conditions the parties pleased. And he adds (p. 139) that in his opinion, no one is called upon to justify either act or word merely because it interferes with another's trade, or calling, any more than he is bound to justify or excuse his act or word under any other circumstances, unless it be shewn to be in its nature wrongful, and thus to require justification. And in *Boots v.*