hood was known, either actually or constructively, to the employer who procured its insertion[5].

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if any right of action exists, it is in favour of each one separately; and, (2) That equity will not sustain the "blacklisting" of striking employés in order to prevent their employment by other members of an employers' association, nor will it compel the former employers to reinstate them or procure for them employment with other persons; but their remedy, if any, is in an action at law.

In *Bradley* v. *Pierson*, 148 Pa. 502, 24 Atl. 65, an action was brought by striking employés for damages resulting from their failure to obtain employment, in consequence of the distribution of "black list" circulars by their former employer. But as it appeared that an association of which the employés were members approved of their action in quitting, and paid them wages while they were out of work, the court said that the plaintiffs could not recover on the facts, and that it was therefore useless to discuss the law of the case.

Compare the cases cited in § 1, note 5, ante, as to the liability of employers who agree not to hire servants who have not received "clearance cards."

[5] In *Blumenthal* v. *Shaw* (1897) 23 C.C.A. 590, 39 U.S. App. 490, 77 Fed 954, the facts were as follows: Prior to the transfer of a business by M. to B. the defendant, a firm resident in another state, S., the plaintiff, a minor, and S.'s father entered into an agreement with M. whereby S. entered into the service of M. as an apprentice for a term of years. The parties regarded the agreement as though it were a valid statutory indenture of apprenticeship, although in fact it was not. When B. took over the business S. remained with them under the agreement. Subsequently S. was summarily discharged by P. the general foreman of the defendant. P. then sent out notices to other manufacturers in the trade in W., stating that S., an apprentice, had left without cause, and requesting that S. should not be employed. These notices were sent out in pursuance of an understanding among the manufacturers in the city that none of them should employ an apprentice belonging to another concern. It was shewn that S. had thereafter been dismissed from two factories where he had been employed, because of these notices. It also appeared that S. had applied to P. for "discharge papers" and had been refused. S. brought a special action on the case against F. B. & Co. to recover damages for the injury which he had sustained from being prevented from obtaining employment, and from being dismissed from places where he had procured work. *Held*. (1) That P., as the representative of absent principals who had invested him with a general agency, had implied authority to do those things in the course of the business which were appropriated and demanded by the occasion; (2) that the acts of P. resulting from his mistake in assuming that S. was bound as an apprentice during the remainder of his minority were binding upon the defendant; (3) that the theory of the defendant that S.'s alleged grievance was the publication of a libel, or the utterance of slander by the defendant's agent, was untenable; and (4) that, as S. had been emancipated by his father, he was entitled after he became of age to maintain an action against the defendant to recover damages for their tortious act.

In *Willis* v. *Muscogee Mfg. Co.* (Ga. 1904) 48 S.E. 177, it was laid down that, where several employers in a city make a rule that employés who leave without cause, must give notice, and continue working during the period covered by the notice, and agree to report to each other all employés who leave without compliance therewith, and, except in special