

(b) *Actions for conspiracy.*—In the absence of proof that the agreement in pursuance of which the "blacklist" in question was sent out by his employer was entered into for a malicious purpose, the inclusion in it of a true statement to the effect that a certain servant participated in a strike does not furnish any ground for an action for conspiracy although, as a result of the "blacklisting," he was unable to procure or retain work under other employers⁴.

(c) *Actions on the case.*—The effect of several decisions seems to be, that, even if a statement inserted in a certain "blacklist" was not libellous, and the agreement in pursuance of which it was circulated was not an unlawful conspiracy, a servant who has been injured from its publication is entitled to recover damages in a special action on the case, if it was false, and its false-

⁴ *Jenkinson v. Nield* (Q.B.D. 1892) 8 Times L.R. 540. The court held that the action came within the principle of *Mogul S. Co. v. McGregor* (1892) A.C. 51. There was no evidence, it was said, that the defendants were actuated by any other motive than self interest. If that were so, and they were not desirous of injuring the plaintiff, their conduct was not actionable.

In *Attins v. W. & A. Fletcher Co.* (N.J. Eq.) 55 Atl. 1074, the members of a striking labour union attempted to procure an injunction for the purpose of preventing interference by the defendant with "picketing" by the members of the union. The bill alleged that the members of a certain Trades Association, including the defendant, had conspired together to prevent the employees discharged by defendant for striking from receiving employment by any of the members of the association. This allegation was declared to be based upon the erroneous idea that employers have not the right to combine freely to refuse employment to any kind or class of workmen precisely as employees have a right to combine freely to refuse to be employed by any employer who sees fit to employ workmen of whom they disapprove, or in any respect to conduct his business contrary to their views.

In *Worthington v. Waring* (1892) 157 Mass. 421, 20 L.R.A. 342, 32 N.E. 744, the petitioners, who had been employed as weavers in a mill owned by a corporation of which the defendants were the treasurer and superintendent, left their work after their demand for higher wages had been refused. The defendants then sent their names on a "black list" to the officers of other mills in the vicinity, informing them that petitioners had left on a strike. The petition alleged that the defendants and the officers of the other mills had thereupon conspired together not to employ the petitioners, with intent to compel them either to go without work in the vicinity or to go back to work at their former place at such wages as that corporation should see fit to pay them. It was held, (1) That striking employees whose names are put by their employers on a "black list" which is sent to other employers in the same city, with whom a combination has been made by an agreement not to employ "blacklisted" employees of other employers, cannot unite in an action against the employers, but