

fine or expulsion, to patronise the plaintiff. These acts were alleged to have been done pursuant to and in furtherance of the conspiracy referred to. Damages amounting to \$2,500 resulted; the defendants were financially irresponsible, and plaintiff was without any speedy or adequate remedy at law.

The court being asked to restrain the defendants from the further commission of such acts, Judge Sloss granted an injunction *pendente lite*, "restraining defendants, their servants, agents and employees from persuading or inducing persons in the employ of the plaintiff to leave his employ; from intimidating by threats, express or implied, of violence or physical harm to body or property any person or persons from entering into the employ of the plaintiff or from dealing with or patronizing him; from preventing or attempting to prevent by use of the word 'unfair' or any other false or defamatory words or statements, oral or written, any person from entering into the employ of the plaintiff or from dealing with or patronizing him." In opposing the injunction it was contended that the injuries complained of were not irreparable and that some of the alleged acts were criminal offences.

The learned Judge who heard the case, after referring to the authorities, held it to be clear that an employee might withdraw from his employment whenever dissatisfied, and that a combination of employees to so withdraw was equally permissible: *Arthur v. Oakes*, 63 Fed. Rep. 310; *Allen v. Flood* (1898), App. Cas. 1-129. He considered that the use of means that are "per se" unlawful for the accomplishment of any purpose that results in damages to one gives him a cause of action against the person committing the unlawful act, and should be enjoined. The Civil Code of California "forbids . . . the abduction or enticement of . . . or of a servant from his master," and acts which are clearly unlawful in themselves or which entice the plaintiff's servants to leave him, violate his legal rights and must be restrained. Statements that the plaintiff is "unfair" and keeps an "unfair house" tended directly to injure him in his business, imputing dishonesty and unfair treatment of patrons. In justification of the use of these words, defendants said that the plaintiff paid his employees less and worked them longer than the defendants thought proper. The regulation of wages and conditions of labour, however, are matters of contract. It is no more "unfair"