

The Monetary Times

Trade Review and Insurance Chronicle

39th Year—No. 19. Toronto, Canada, November 3, 1905.

\$2 A YEAR
IN ADVANCE.

CONTENTS.

Page.		Page.		Page.	
Trade Union Law.....	561	Toronto Clearing House.....	565	Road Accidents	572
Fall Trade	562	Our Saint John Letter.....	566	"Barnardo Children"	572
Montreal and Toronto Compared..	562	Banking and Financial.....	566	North of England Letter.....	574
About Emigration Again.....	564	Insurance Matters	568	Glasgow Technical College.....	574
Make the City Known.....	564	The New Westminster Exhibition.	570	Mining Notes	576
The American Investigation.....	565	Competition in Butter Marketing..	570	Better Country Roads.....	576
Vancouver's Trade with the Yukon	565	Taxes on Commercial Travellers..	570	Markets	583

TRADE UNION LAW.

Looking back over the past century of trade unionism, we find that such unions have been attacked in two different ways in the attempt of capital to keep them within proper bounds, and this has given us two lines of precedents in England, both of which are interesting.

In the first place, when labor is dissatisfied, the working-men endeavor to compel capital to accede to their terms by declaring a strike, and even a boycott, or, further, sometimes by using force and picketing, to prevent non-union men from working. This procedure has given rise to one set of cases in which an attempt as above was made to define to what limits unions may lawfully go in trying, as against their employers, to accomplish their ends. And, although the legal decisions are indefinite, and it is hard to deduce general principles therefrom, it would seem that organized labor is perfectly justified in using argument or any other peaceable means to prevent non-union men from working, but they may not obstruct or beset an employer's place of business, or by threats or intimidation try to prevent the non-union men from working.

In the course of time, however, the clever leaders of organized labor thought out a much more effective way of bringing pressure to bear on capital. In a nut-shell, this consisted in inducing any third party to desist from buying the employers' goods under penalty of boycotting his business; and as the retailer is usually in business in a small way, this was generally a comparatively easy thing to do. The unions pursued this line of attack even further, and in some cases disseminated literature libelling the employer, as was done here in Toronto recently in the case of the Gurney Foundry Company. This in reality amounts to a third party inducing one of the parties to a contract to break it, and the law on this particular branch of contracts dates away back

early in the history of English jurisprudence. One of the first cases on this subject was the case of Lumley vs. Gye, where a manager of an opera house had engaged a singer under contract, and the manager of a rival house induced the singer to break her contract and engage with him. It was held in this case that a third party interfering in a contract of this kind was liable for any damages that might be caused by its breach.

Although trade union cases have been up to the present time rare in Canada, this very point was decided a short time ago in the case of the Gurney Foundry Company against their striking working-men, and the union was mulcted in damages for inducing parties to break their contracts to purchase the Gurney Co.'s goods. We may consider this point now absolutely settled in Canadian law, and well it is that it should be.

It is gratifying to know in the hard-fought case of the Metallic Roofing Company against the Local Sheet Metal Workers' Union and the International Union, a parent body, a similar result was arrived at and the employers were awarded seven thousand five hundred dollars' damages. This much-observed suit began in the year 1902, when the Metallic Roofing Company, of Toronto, refused to sign an agreement submitted to them by the union because it contained a clause that no non-union workmen should be employed by the company unless the union was unable to supply union men. A committee representing both the interested parties discussed the agreement at great length, but being unable to reach a settlement, the union declared a strike, and immediately approached outside parties who had been doing business with the Metallic Roofing Company, stating that the firm was unfair to organized labor, and trying to induce its customers to throw out the manufactured goods of the Metallic Roofing Company. The preliminary stages of the action were taken up in an endeavor to have the suit properly constituted, as not

THE
AN LIFE

been made
issued, insur-
payments to
484,425
of \$645,535
629,988
\$3,004,895
504,063
of \$122,700
\$561,136
of \$137,918

Company
pany, both
nt. Appli-
in unrepre-

ONTO, Ont.

TORIA
COMPANY,

ntreal.

50,000.00

44,436.76

productive
tia, North-
nd British
Terms and
n who can
business.

A. F. S. S.,
General Manager.

TION

looking for. We
these views, and
ith the Dominion
n Gilt Edge
the exclusive pro-
lers.

LIFE INS. CO.
ects its Canadian
ng more than the
ion Government,
ion of the Maine
licable to UNION

Insurance

of Portland, Maine.

ARTHUR L. BATES,
Vice-President.

Agent for Canada,
real, Canada.

Division, Province

ario, apply to

H. Manager,
- Montreal.

tario, apply to

- Manager
TORONTO.

X.....

Company
lyn, N. Y.

RICK, Agents,

0