

a duty which they owed to the public. It has also been adjudged unlawful for journeymen tailors to agree to quit peaceably in a body when a large number of garments were unfinished, but this is believed a wide extension of the rule in permitting action to be brought unless on contractual relations. Another writer, by way of illustration, states that trades unions may with impunity combine to boycott goods that do not bear the union label, and that temperance organizations could legitimately agree to boycott goods sold by a grocer, a man who is also the vendor of liquors.

The English case, *Allen v. Flood* (1898) A.C. 156, is interesting in this connection. A representative of the ironworkers on a ship procured the discharge of two shipwrights, also working thereon, under a threat to the employer that unless the shipwrights were so discharged the ironworkers would quit. The shipwrights were discharged, and because of this brought action in tort against those who had procured their dismissal. The plaintiffs recovered a verdict below, but the decision was reversed in the House of Lords by a vote of six to three. However, in the successive courts, out of twenty-one judges and lords, thirteen held the act of the ironworkers an actionable interference with labour. The lords appear to have based their opinion on the grounds that there was no conspiracy, and the employer was induced to break no contract in discharging the plaintiffs.

In *Bohn Manufacturing Company v. Hollis*, 54 Minn. 223, the defendants were retail lumber dealers, and formed a voluntary association whereby they mutually agreed not to buy of any wholesale dealers who should sell lumber to persons, not dealers, at any place where a member of the association was carrying on business. The object of the association appears to have been to protect its members against sales by wholesale dealers to contractors and consumers. A dealer having made such a sale, the secretary of the association was about to issue a circular to its members, apprising them of the fact, when the plaintiff brought action to have him enjoined from so doing. The injunction was denied and the case dismissed. The court reasoned that the defendants had similar legitimate interests to protect, that their association was a voluntary one, using no coercion, and that there was no agreement to induce others to enter into the boycott. The court also inferred that the practice of the wholesale dealers in selling to contractors and consumers was a menace to the business