peals from improperly procured acquittals. It will further tend to foster a symmetrical and uniform development of criminal law, at least within each state, by subjecting rulings of every trial court, in favor of the accused as well as against him, to appellate review. It has also been suggested that such a statute will have a wholesome effect on the character of criminal trials and agencies of law administration and enforcement by subjecting the conduct of the defense of an accused to the scrutiny of an appellate court.

C. J. D.

LABOR — TRADE UNIONS — LIABILITY FOR VIOLENCE — [Federal]. — The United Electric Coal Companies secured an injunction in 1935 which compelled the defendant Progressive Mine Workers of America to discontinue its campaign of violence arising out of the jurisdictional dispute between the Progressives and the United Mine Workers in the Illinois Coal Fields. After establishing its right to an injunction, the plaintiff company filed a motion for assessment of damages caused by the destructive methods of the Progressives. Held, that all damages suffered by the plaintiff employer as a result of illegal activities of the Progressives be assessed against the defendant union.

It is settled that a union may be held liable in damages for unlawful boycotts and picketing, for causing breach of contract, and for causing a

3. Miller, Appeals by State in Criminal Cases (1926) 36 Yale L. J. 486, 506-512. Thus even though a defense attorney may be in contempt and subject himself to discipline personally, an acquittal of the accused cannot be challenged in absence of collusion on the part of the defendant. Goodhart v. State (1911) 84 Conn. 60, 78 Atl. 853; In re Cary (Minn. 1925) 206 N. W. 402.
COMMENT ON RECENT DECISIONS


7. For liability due to violent activities of a union's officers and agents, see: Clarkson v. Laiblan (1918) 202 Mo. App. 682, 216 S. W. 1029; Michaels v. Hillman (1920) 112 Misc. 395, 183 N. Y. S. 195.


12. The court seemed to think this implied ratification in Hillenbrand v. Building Trades Council (1904) 14 Ohio Dec. 628.


Apparently, any attempt on the part of the union to condone violence, or any failure to take steps to avoid violence, will be looked upon as ratification of destructive methods.

In those jurisdictions which refuse to recognize the union as an entity, the suit for damages cannot be brought against the union as a unit. Although this procedural difficulty is decidedly conclusive in some states, the doctrine of agency, combined with that of conspiracy, has produced a significant result. Where a plaintiff is forced to rely upon a suit against the individual members, the union funds may be used, as was done in the Danbury Hatters case, to satisfy the individual judgments, for no responsible union will stand by and watch a member's property be attached for violence committed by the union as a unit. It would seem that if many unions voluntarily pay the individual judgments, the arguments of those who assert the procedural immunity of the union itself are weakened considerably. Whatever the practical result reached may be, the conspiracy doctrine, as in the case of the agency doctrine, has been variously interpreted by the courts. Is a union member liable as a "conspirator" although he personally did not participate in the violence or did not even know of it? Some courts declare that merely a continued membership in the union after the commission of violence will be indicative of the status of a conspirator.

This view, enabling a plaintiff to establish a conspiracy as to inactive members tends greatly to produce the above-mentioned practical result. Other courts repudiate this entirely and declare that knowledge and participation in the violence must be shown before any individual member may be held liable. Other decisions flatly state that liability will not extend to individual members not specially connected with the officers and agents of the union. The rigid liability imposed upon individual members may be a


16. The allowance of representative suits relieves this procedural difficulty in some instances. McIntyre v. Live Stock Shipping Ass'n (1928) 222 Mo. App. 935, 11 S. W. (2d) 77; Cahill v. Plumbers' etc., & Helpers' Local 93 (1925) 238 Ill. App. 123.


compensatory measure for plaintiffs who, because of procedural obstacles, cannot reach the union fund directly.21

For several years after the decision in the Danbury Hatters case, the allowance of damage suits against labor unions was regarded as potentially more threatening to labor than the injunction.22 The second showing of the damage suit as a menacing weapon was the Coronado Coal case.23 Although the Supreme Court firmly established the federal rule permitting suits against unincorporated associations, the practical effect of the case was to show one important restriction upon the use of damage suits. There, the plaintiff was forced to bear his cost of the litigation, which was far more than the damages received.24 This, coupled with the fact that successful damage suits against unions are on the decrease,25 indicates that such suits are not too remunerative. It is submitted that in view of this feeling of the courts and of the legislatures as reflected in the Norris-LaGuardia26 and Wagner Acts,27 a plaintiff who sues a union for a large sum should prove his case within a comparatively short time—prolonged litigation may prove too expensive. When it is considered that the plaintiff employer in the instant case was a third party to the dispute, protection of his interests seems to be in accord with sound justice.

W. E.

LABOR—VALIDITY OF CLOSED SHOP AGREEMENT—[New York].—A closed shop agreement between an employer and an exclusive bargaining agency of the employees was held not contrary to public policy in the recent New York case of Williams v. Quill.1 The rapid transit companies had entered into a

21. Illustrative of the cases in which judgments rendered against unions were recovered from the individual members are: F. R. Patch Mfg. Co. v. Capeless et al. (1906) 79 Vt. 1, 63 Atl. 938; Patterson & Co. v. Building Trades Council of Wilkes-Barre (1902) 11 Pa. Dist. 500.

22. There are only a few cases, other than the instant decision, in which large damages were assessed against labor. The Danbury case cost labor around $150,000 (supra, note 17); labor expended nearly $400,000 to compromise the case of Southern Illinois Coal Co. v. United Mine Workers (1923) 6 Law and Labor 295 (settled out of court).


24. Newspapers of the period of Oct. 14, 1927, state that the compromise reached gave the plaintiff company $27,500. The costs of each party was estimated to total between $100,000 and $200,000. See New York Times, Oct. 14, 1927, p. 7:5.

25. Witte, The Government in Labor Disputes (1932) 139. The author points out that the only concentration of such suits was immediately following the Danbury case.


1. (1938) 277 N. Y. 1, 12 N. E. (2d) 547.