Washington University Law Review

Volume 3 | Issue 1

January 1918

Hitchman Coal and Coke Co. v. Mitchell, 62 U.S.L. Ed. 96, 245 U.S.

DIGEST NOTES

Hitchman Coal and Coke Co. v. Mitchell, 62 U. S. L. Ed. 96, 245 U.S.,—.The company had endeavored to run their mine under a closed shop agreement with the union, but during the three years that this agreement ran the company was subjected to three costly strikes. It then established the mine on a non-union basis. At first they made an oral agreement with all their employes that the employe was not a member of the union and would not become a member as long as he remained in the employ of the company. Later they made written contracts with most all their employes to this same effect. Hughes, an agent of the union, came to the plant of the company and persuaded the employes to join the union, and then made threats to the company to call a strike. The company brought this action to enjoin Hughes and the union from acting about the plant. *Held,* that the purpose of the defendant to bring about a unionization of the mine was an unlawful purpose, and that the methods resorted to were unlawful and malicious methods and the injunction will lie to prevent defendant interfering with plaintiff's employes for the purpose of unionizing them or to bring about a breach of their contract, or to trespass upon the premises of the plaintiff.

Justice Pitney in his decision says "The same liberty which enables men to form unions and through the union to enter into agreements with employers willing to agree, entitles other men to remain independent of the union and other employers to agree with them to employ no man who owes any allegiance or obligation to the union. In the latter case as in the former the parties are entitled to be protected by the law in the enjoyment of the benefits of any lawful agreement they may make. This Court repeatedly has held that the employer is as free to make non-membership in a union a condition of employment, as the working man is free to join the union, and that this is a part of the constitutional rights of personal liberty and private property, not to be taken away even by legislation, unless through some proper exercise of the paramount police power."

This seems to be the first time that the Supreme Court has ever granted an injunction against a labor union, for procuring the breach of such a contract or any kind of a contract between employe and employer. Martin in his work on Labor Unions, says, "Picketing for purpose of procuring a breach of contract of employment is unlawful though conducted in a peaceable manner." Martin on

Labor Unions, § 66, "A contract right, it has been said, is property which is to be protected against undue influence by persons not parties thereto, and such action on their part is an invasion of this right. A combination to procure a breach of contract is an unlawful conspiracy." Martin on Labor Unions, 203, citing many authorities from various States.

Beckman v. Masters, 195 Mass. 205, 11 L. R. A. N. S. 201 (annotated) holds that "where damages do not afford an adequate remedy against persons who actually interfere with contract rights, an injunctions will be granted."

From this Supreme Court decision it seems as though the Federal Courts are coming to the rules followed by some of the States, and to the general rule as to the procuring of a breach of contract, that a labor union is as responsible for its actions in persuading employes to break their contracts as any individual or corporation. V. L. T.