55TH CONGRESS, 3d Session. } HOUSE OF REPRESENTATIVES. { DOC. No. 207, Part. 3.

BULLETIN

OF THE

DEPARTMENT OF LABOR.

No. 22—MAY, 1899.

ISSUED EVERY OTHER MONTH.

EDITED BY

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WASHINGTON:
GOVERNMENT PRINTING OFFICE.
1899.

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BULLETIN

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No. 22. WASHINGTON. MAY, 1899.

BENEFIT FEATURES OF AMERICAN TRADE UNIONS.

BY EDWARD W. BEMIS, PH. D.

In studying American trade unions and comparing them with those in Europe it is necessary to bear in mind not only the great intermixture of nationalities in our unions, but also their youth. These elements vastly increase the difficulty of concerted and intelligent action.

With organizations, as with individuals, age is necessary for the development of sound judgment and discreet action. Those unions have shown the greatest strength that have developed benefit features, joined to reserve funds and wise management. The converse of the proposition is equally true, that it is the longest lived and strongest unions that have most developed these features. Such unions also have the largest reserve funds for time of possible trade disputes, and have most carefully, through methods of conciliation, guarded against rash occurrence of such disputes.

Of the existing British trade unions, 118 were organized prior to 1850. Their membership in 1896 was 217,445. (*a*) None of the existing national unions of America was formed prior to 1850, and even at the close of 1880 only 12 unions, or about one-seventh of the existing national or international organizations in America, had been organized.

Following is a list of these unions, with dates of formation:

	Date.
International Typographical Union of North America (*b*)	1850
Tack Makers' Protective Union of the United States and Canada	1854
Hat Finishers' International Association of North America	1854
Iron Molders' Union of North America	1859
Grand International Brotherhood of Locomotive Engineers	1863
Cigar Makers' International Union of America	1864
Bricklayers and Masons' International Union of America	1865
Brotherhood of Locomotive Firemen	1873
International Union of Horseshoers of the United States and Canada	1875
Amalgamated Association of Iron and Steel Workers	1876
Window Glass Blowers' Association	1877
Granite Cutters' National Union	1877

a See Ninth Report of the Chief Labor Correspondent of the Board of Trade on Trade Unions.

b Originally organized as National Typographical Union. Name changed in 1869.

In 1886 Illinois, according to the Fourth Biennial Report of the Bureau of Labor Statistics, had 634 independent locals and branches of national organizations, with 114,365 members. Only 59 organizations, or 9.3 per cent of the total number, were in existence prior to 1880, and only 34, or 5.4 per cent, prior to 1877. The report of the New York Bureau of Statistics of Labor for 1895 shows that in 1894, out of 909 labor organizations in the State, both independent unions and branches of national bodies, reporting the date of organization, only 124, or 14 per cent of the total number, were organized prior to 1877, and 141, or 16 per cent of the total, were organized prior to 1880. The Indiana Bureau of Labor Statistics, in its report for 1893, investigated 217 labor organizations in the State, including independent unions and branches of national bodies. Of this number only 13, or 6 per cent, existed prior to 1877, and only 16, or 7.4 per cent, prior to 1880.

In the United Kingdom 456 trade unions, or 34.3 per cent of all existing unions, were organized prior to 1880. In 1896 these 456 unions contained 911,410 members, or 61.3 per cent of 1,487,562, the total number of organized workmen. The number of British trade unions here given apparently includes national organizations and strictly independent locals.

At the census of 1880 there were reported 2,440 small, independent trade unions or branches of large ones in the United States. The Knights of Labor had 866 of these branches, or 35.5 per cent of the total. In the remaining branches were found only 10 trades having more than 30 locals or independent unions each, with a total of 900 branches. If it is assumed that the average number in each branch was 56 (as was the case with 506 branches of 10 unions especially studied), the total membership of these 10 trades was only 50,400. Assuming the same average number of members in each branch, the total membership discovered by the census investigator, apart from the Knights of Labor, was 88,144, or, with the Knights of Labor, 136,640, which is stated by enumerators to be much larger than the year before. This was a less number than was reported for one State alone in September, 1897. At that time the New York Bureau of Labor Statistics reported 168,454 in 1,009 organizations. The largest union reported at the census of 1880, judging by the number of locals, the Amalgamated Association of Iron and Steel Workers, had 173 locals and a membership of 9,688, if the average membership per local be assumed as 56. The next in size, the Brotherhood of Locomotive Engineers, had 7,000 members in 149 branches. In the 74 branches of the Cigar Makers' International Union there were 3,800 members. The Brotherhood of Locomotive Firemen had 2,800 members in 78 locals. In the 73 branches of the International Typographical Union there were only 6,968 members. In all these cases the figures refer to some time in the year 1880.

Only four national unions reported any national benefit features. One of these was the Brotherhood of Locomotive Firemen, with 2,800

members; another was the American branch of the Amalgamated Society of Carpenters and Joiners, with 245 members. The other two did not have national benefits for all their members, but had a separate insurance department open only to members of the trade society, which the latter did not join unless they desired. One of these was the Brotherhood of Locomotive Engineers, with 7,000 members in the union, but only 2,203 in the insurance department. The other was the National Marine Engineers, with 1,629 in the union, but only 342 in the insurance department. Thus only 5,590 American trade unionists were in receipt of other than strike benefits from their national organizations.

It appears that, save when connected with railroad brotherhoods or with the English unions, none of the American unions had any national system of benefits in 1880. Bulletin No. 17 has already described the subsequent development of the benefit features of the great railroad brotherhoods since these small beginnings. Hence they will not be referred to again. Substantially all the benefit features now in existence in American unions are thus seen to have developed since 1880. It is not reasonable to expect that America can, as yet, present such a record as that of Great Britain, where, as shown in the Bulletin for May, 1898, and summarized in the table following, the 100 principal trade unions, with their membership gradually increasing from 913,759 in 1892 to 966,953 in 1896, expended during the 5 years an average of $24.11 per member for benefit features, $6.87 for management and miscellaneous expenses, and only $7.66 for trade disputes. In other words, the expenditure for the last-named purpose was less than one-third of the expense for sick, accident, superannuation, funeral, unemployed, and other benefits, and was only 19.8 per cent of the total expenditure.

EXPENDITURES PER MEMBER OF 100 PRINCIPAL BRITISH TRADE UNIONS, 1892 TO 1896.

Objects.	1892.	1893.	1894.	1895.	1896.	Total.	Per cent of each expenditure of total.
Unemployed benefits	$1.87	$2.44	$2.42	$2.32	$1.43	$10.48	27.1
Sick and accident benefits	1.11	1.28	1.20	1.39	1.24	6.22	16.1
Superannuation benefits	.54	.59	.64	.70	.72	3.19	8.3
Funeral benefits	.37	.40	.36	.40	.38	1.91	4.9
Other benefits and grants	.44	.65	.64	.26	.32	2.31	6.0
Total	4.33	5.36	5.26	5.07	4.09	24.11	62.4
Working and other expenses	1.34	1.34	1.47	1.36	1.36	6.87	17.8
Total	5.67	6.70	6.73	6.43	5.45	30.98	80.2
Dispute benefits	1.90	3.15	.83	1.00	.78	7.66	19.8
Grand total	7.57	9.85	7.56	7.43	6.23	38.64	100.0

The first extended report on benefit features of American trade unions appeared in the report of the Illinois Bureau of Labor Statistics, 1886. The unions had just been passing through a short period

of phenomenal growth in that State, and then numbered 114,365 members, or nearly as large a membership, apparently, as Illinois has at present. But in 1886 the membership was not as well knit together as now. Forty-seven per cent of the membership had been enrolled within a year and a half, and one-half of the total membership belonged to the Knights of Labor. Of the 483 organizations reporting with regard to strikes 358, or 74 per cent, had never had such disturbances. With respect to the amount contributed for various purposes, $128,063 was raised and distributed for the relief of members in time of sickness, and $114,207 was spent on trade disputes. The Bureau of Labor Statistics estimated that if all the unions had made returns on this matter, a total expenditure of over $500,000, instead of $242,270, would have been reported. Of the 194 locals of the Knights of Labor making returns with regard to benefits, 62 reported the existence of benefit features other than strike benefits. Of the 49 railroad organizations, mostly branches of the national brotherhoods, 35 reported the existence of benefits. Of the 192 other labor organizations, 86, or 45 per cent, had benefit features, chiefly sick or funeral.

The third biennial report of the Minnesota bureau of labor statistics for 1891 and 1892 presents the results of an investigation into trade-union insurance. Twelve unions having national benefit features other than strike benefits, together with the railroad brotherhoods, were fully described, although the attempt was not made to include all the national bodies having such benefits. Eight of these 12 unions had 141,121 members. The Horse-Collar Makers, the Granite Cutters, and the Journeymen Tailors had only a death or funeral benefit of $75 to $125. The others had sick or disability benefits, while the Furniture Workers, the Cigar Makers, and the two printers' unions had one or more other benefits.

This report showed that during the previous 10 years for every dollar paid as benefits by the Cigar Makers' International Union the expenses of administration were only 54 cents, or much less than in private companies. The average expenditure of the individual cigar maker by reason of his union was about 30 cents a week. A weekly payment of that sum to private companies would insure a man when 21 years of age for $550 in the event of death. If paid to the Cigar Makers' Union for the space of 15 years it would insure him for the same amount, and would also guarantee sick, death, and out-of-work benefits, give free use of the employment bureau of the union, furnish its monthly journal, give the use of loans without interest, and aid the member in maintaining an 8-hour day with relatively high wages.

During the two fiscal years ending June 30, 1892, the United Brotherhood of Carpenters and Joiners spent $21,850.41 for the expenses of administration for its 51,313 members, and for the objects of the order the following: For funeral and disability benefits, $117,346; for strikes, etc., $60,014.24; for the journal, etc., $13,261.39; for the American Federation of Labor, $2,884.83; and for badges, charms, etc., $5,128.94.

The Minnesota report divided the average expenses of administration into three equal parts—one for administering the strike benefits, one for collecting and disbursing the insurance benefits, and a third for conducting the general affairs of the order. It thus reached the result that the cost of collecting and disbursing $100 of insurance benefits was a little less than $4. The report adds:

These local expenses, in the great majority of cases, are associated with the payment of local sick benefits. The average local union among the Carpenters now collects monthly dues of 50 cents. Out of those dues are paid sick benefits of from $3 to $5 a week, all the general disbursements of the brotherhood included in this report, as well as the local expenses of administration. These sick benefits make the Carpenters comparable with the Odd Fellows, the Foresters, and kindred benevolent fraternities. But these fraternities, to pay the same sick benefits as those mentioned, collect the same, if not larger, dues than do the local unions of this brotherhood. The Carpenters effect a saving, as compared with the fraternities mentioned, sufficient to meet all the calls upon them for strikes expenditures, for death and disability benefits, and the expenses of agitating for shorter hours and increased wages.

Better examples of economical and successful business management than are found in the exhibits of the Carpenters and most of the unions referred to in this report are rarely met with in associations of men for business, charity, or other purposes. The management of trade unions with such economy calls for the best of administrative ability. The influence of men having such ability over their fellows becomes at once a business education of no mean character. It at least must be considered in describing the factors which are training and educating the American wage earner in all the qualities of self-reliant and self-supporting manhood.

The occupation of the carpenter being a dangerous one, the management of its finances may well be compared with that of accident associations and societies. In Part I of this report has been given the exhibit of the German accident associations. They furnish accident insurance the cheapest of any great institution or corporation in the world. In those associations the disbursement of $1 in the form of accident indemnity called for the payment of 29.1 cents for investigating and adjudicating claims and other expenses of administration. The Carpenters, then, manage all their trade affairs and disburse their moneys for the objects of their order for relatively a smaller percentage of expense than this the best accident association in the world.

After describing the International Typographical Union the Minnesota report shows how local union No. 42, of Minneapolis, with a membership on April 30, 1892, of 332, had local expenses of management of only $2.36 a year per member, or less than a day's wages. The total annual contribution per member for local purposes was $7.02, and for both local and national organizations $11.04, while the average expense of management for both purposes was only $2.84, or 26 per cent of the contributions. The sums voted as free gifts to assist typographical and other unions in need and the sums used for local funeral benefits and for maintaining a lot in the cemetery for the burial of needy printers call for annual expenses, included in the above $7.02, of $3.28 per member in this typical Minnesota union.

The German-American Typographia, famous for its benefit features, is shown in the Minnesota report to have been expending in the national body for administrative purposes only $1.67 yearly per member as compared with $15.28 annual contributions. The largest local organization of the craft at that time, No. 7, in New York City, numbered 356 members, January 1, 1892. The average contributions per member for both national and local purposes was $22.36, and the expenses of administration $6.13, or only 27.4 per cent of the contributions. Throughout this national body the benefit features were larger than those of the Cigar Makers in 1892, and the traveling benefit was a gift, not a loan.

A study of the benefit features of American trade unions was made by the New York Bureau of Statistics of Labor, and presented in its report for 1894. Of the 691 labor organizations and 155,843 members at that time in the State, data of the amount spent for strikes and benefit features were obtained from 541 organizations, representing 121,957 members, or possibly one-fifth of all those in labor organizations at that time in the United States. The statistics of strikes are by no means a sure indication of the number of labor organizations. Pennsylvania, owing to its coal mines, had nearly twice as many persons involved in strikes during the 7½ years ending June 30, 1894, as did New York, (*a*) although the organization of labor is generally supposed to be better in the latter State. It may be worth noting, however, that during those 7½ years New York had 14.5 per cent of the total number of strikers in the United States, 15.1 per cent of the number of employees at work before the strikes, 37.1 per cent of the total number of strikes, 43.9 per cent of the number of strikes ordered by labor organizations, and 20.4 per cent of the total number of establishments affected by strikes.

Of the 541 organizations reporting to the New York bureau the financial aid given to members, 378, or 70 per cent, were affiliated with 33 national bodies, each having three or more local organizations in the State, while some of the others were affiliated with small national bodies. The Brotherhood of Carpenters and Joiners had 61 local bodies making returns, and a few others that failed to do so. Forty-three locals of the Cigar Makers' International Union gave reports, 31 of the Locomotive Engineers, 25 of the Railway Trainmen, 23 of the Locomotive Firemen, 21 of the Iron Molders, 17 of the International Association of Machinists, 12 of the Amalgamated Society of Carpenters and Joiners, 12 of the International Typographical Union, 11 of the Journeymen Bakers and Confectioners' International Union, and 10 of the Railway Conductors. In the table following is given, by industries, the membership of labor organizations reporting the amount of financial aid given, of the organizations reporting no financial aid, and of those failing to report at all to the New York bureau. There are

a See Tenth Annual Report of United States Commissioner of Labor, 1894, page 1563.

also given the payments for out-of-work, sick, and death benefits, strikes, donations to other organizations, and unclassified benefits, as well as the total of all these payments.

MEMBERSHIP OF NEW YORK TRADE UNIONS AND BENEFITS PAID, 1894.

Industries.	Membership of organization—			Expenditures for benefits.						
	Reporting aid given.	Giving no aid.	Not reporting as to aid.	Out-of-work.	Sick.	Death.	Strike.	Donations to other organizations.	Unclassified.	Total.
Building trades	40,035	1,322	1,993	$14,307	$15,468	$27,644	$12,675	$3,074	$30,043	$103,211
Cigars, cigarettes, tobacco	8,699	103	78	35,801	28,909	12,305	8,836	311	16,153	102,315
Clothing	22,484	10,481	.....	100	462	50	38,450	950	15,015	55,027
Coachmen and livery stable employees	2,237	7	.....	.....	200	775	850	265	5,275	7,365
Food products	1,828	348	400	1,000	124	224	691	219	350	2,608
Furniture	1,704	8	.....	2,100	.....	.....	160	180	.....	2,440
Glass and terra cotta	177	94	.....	.....	.....	400	432	150	1,500	2,482
Hats, caps, and furs	194	458	991	.....	250	.....	.....	.....	325	575
Hotel and restaurant employees	747	111	165	130	235	.....	.....	375	150	890
Iron and steel	7,044	951	745	7,744	1,505	2,669	7,364	722	6,375	26,379
Leather workers	1,550	329	.....	254	14	150	4,950	90	1,000	6,458
Malt and spirituous liquors and mineral waters	2,777	291	294	1,925	1,300	400	1,700	655	18,125	24,105
Marine trades	5,404	472	.....	1,950	.....	1,980	.....	.....	1,150	5,080
Metal workers	328	71	141	500	.....	.....	.....	.....	30	530
Musicians and musical instruments	3,127	2,766	250	1,000	300	5,000	.....	.....	300	6,600
Printing, binding, engraving, stereotyping, and publishers' supplies	9,241	662	415	35,378	4,709	12,798	11,878	2,339	1,986	69,088
Railroad employees (steam)	4,995	224	1,777	1,538	5,297	16,888	25	.....	43,102	66,850
Railroad employees (street, surface)	210	.....	4,500	.....	325	.....	.....	.....	.....	325
Stone workers	3,047	505	700	2,400	.....	6,450	550	300	2,205	11,905
Street paving	1,063	.....	.....	375	500	945	.....	515	250	2,585
Textile trades	1,775	.....	.....	200	75	.....	.....	100	5,509	5,884
Theatrical employees	760	.....	.....	50	60	200	225	410	.....	945
Wood workers	1,277	51	180	20	435	4,500	314	.....	1,150	6,419
Miscellaneous trades	1,254	1,717	286	30	40	60	50	22	1,550	1,752
Total	121,957	20,971	12,915	106,802	60,208	93,438	89,150	10,677	151,543	511,818

It will be seen that of the total expense of $511,817.59, only $89,150.04, or 17.4 per cent, was spent upon strikes, while $106,801.69 was given to those out of work for other causes than strikes, $60,207.98 to the sick, $93,437.92 to the relatives of deceased members, $10,676.74 to other organizations, and $151,543.22 for benefits not classified. It may be more accurate to omit this latter sum when seeking the percentage of financial aid given to strikers. Of the remaining $360,274.37, for which an itemized report is given, the strike aid of $89,150.04 was 24.7 per cent. During the 9 years ending December 31, 1893, the New York bureau gives the cost to labor organizations of strikes, lockouts, and boycotts as $1,896,165.54, or $210,685.06 per year. For the last 6 years of the period, however, the expense was only $904,926.38, or an average of $150,821.06 per year.

The table shows that the building and tobacco trades (the latter including cigars and cigarettes) each spent a little over $100,000 in

1894 aside, of course, from expenses of management, although the membership of organizations in the tobacco trade was only 8,699, or little more than one-fifth of the 40,035 members of organizations in the building trades. The larger amount per capita in the tobacco industry was due to the much larger amounts spent for sick and out-of-work benefits. One of the surprising exhibits of the table is the small representation of the textile workers and of various other manufacturing industries.

The expenditures of some of the leading local organizations in 1894 were thus summarized in the New York report:

The largest amount expended by a single organization in out-of-work benefits is recorded by New York Typographical Union, No. 6, which paid $30,858.52; the next highest being $9,405.50, disbursed by New York Cigar Makers' Union, No. 90; while the Amalgamated Society of Carpenters and Joiners of New York expended $6,059.51; Cigar Makers' Union, No. 141, New York, $4,740; German Typographical Union, No. 274, New York, $4,331.05; Amalgamated Society of Engineers, Blacksmiths, Machinists, etc., New York, $3,851.56; Albany Cigar Makers' Union, No. 68, $3,425.95; Cigar Makers' Union, No. 144, New York, $3,373.50; Troy Cigar Makers' Union, No. 9, $2,600; Cigar Makers' Union, No. 218, Binghamton, $2,496; Cigar Makers' Union, No. 2, Buffalo, $2,150; Atlantic Coast Seamen's Union, New York, $1,800; Brewers' Union, No. 4, Buffalo, $1,500; International Furniture Workers' Union, No. 7, New York, $1,400.

How unionism tends to distribute what work is to be done in times of depression, thus virtually supplementing the out-of-work benefit, is illustrated in the following letter in the New York report from Brewers' Union, No. 1:

The calamity of being out of work on account of dull times is not known as far as our members are concerned, for the reason that the agreement which we entered into with our employers makes it obligatory for the latter to either make all hands stop for one day per week or lay them off one by one, in rotation, instead of discharging, in dull times, those of their employees that they have no work for. The result is that all share alike in the bad times and at the same time have steady employment at union rates of wages and hours. This system, while it works to the perfect satisfaction of both the employing union brewers and the union men, is strenuously opposed by the proprietors of pool and nonunion breweries, for fear that the disappearance of the surplus labor in the trade might give the men a higher degree of independence than the interests of the employers could afford.

In the Report of the Michigan Bureau of Labor Statistics, 1896, appears a canvass of 237 labor organizations, with 19,494 members, paying average annual dues of $7.81. Twenty-one organizations gave out-of-work benefits, averaging to those receiving them $4.01 per week; 104 gave no such benefits, and 112 did not report. Seventy-three organizations gave weekly sick benefits, averaging $5.04; 82 gave no such benefits, and 82 did not report. Ninety-three gave burial benefits averaging $74.12; 57 gave no such benefits; 5 gave special answers,

and 82 did not report. In the special answers 1 states "all expenses," 2 say "$1 per capita on membership," and the other 2 specify amounts from $40 to $550, according to the length of membership of the deceased, and whether it is a member or wife or mother of a member who dies. Fifty-eight gave life insurance of $100 to $5,000, 77 gave none, and 102 did not report. One hundred and seven gave weekly strike benefits, when occasion demanded, averaging $6.43; 51 reported that they had no such benefits, and 79 failed to answer.

The Report of the Kansas Bureau of Labor Statistics, 1898, contains the results of an investigation of labor organizations of that State.

Aside from 34 locals in 5 railroad organizations, with 1,252 members, the only organizations having benefit features were a local of the International Typographical Union, with 97 members, four branches of the Cigar Makers' International Union, one branch of the Iron Molders', one of the Machinists', and an organization of miners. These 8 organizations numbered 606 members. Although 350 of these were in the miners' union, the total amount spent by that union for benefit was only $100, in comparison with $1,423 expended for sick, out-of-work, and death benefits by the 256 members of the other 7 unions.

The accompanying table gives the facts for each organization. The Kansas report also has returns from 3 unions with about 200 members (*a*) that had no benefit features:

MEMBERSHIP OF KANSAS TRADE UNIONS AND BENEFITS PAID, 1897.

Unions.	Membership December 31.	Benefits.			Total benefit.	Death benefit.	Cost per member for maintenance of organization.
		Sick.	Out-of-work.	Accident.			
Fearless Local Assembly, No. 1628, K. of L. (mining)	350	$30	$30	$40	$100	.....	$1.20
International Association of Machinists, No. 293	18	25	.....	.....	25	.....	6.00
International Typographical Union	97	100	.....	.....	100	.....	9.00
Iron Molders' Union, No. 162	65	130	.....	.....	130	.....	.....
Cigar Makers' International Union, No. 345	27	150	69	.....	219	.....	.....
Cigar Makers' International Union, No. 163	5	20	45	.....	65	$500	6.00
Cigar Makers' International Union, No. 170	35	235	103	.....	338	.....	.....
Cigar Makers' International Union, No. 359	9	.....	46	.....	46	.....	.....
Total	606	690	293	40	1,023	500	.....

CIGAR MAKERS' INTERNATIONAL UNION OF AMERICA.

This union has the reputation of possessing the best-developed system of benefits and the largest reserve fund per member of any union in America. This is due, in some measure, to the fact that cigar makers work in shops where there is little noise from machinery and where they can converse upon questions of general interest while they work. They are also accustomed in many shops to pay a reader to read

a Two unions have 170 members and one does not report on this head.

to them while they labor. But a still more important factor in the development of the union has been the able leadership. Although some locals date back to 1851, the union was organized in New York City in 1864 and was known as the National Cigar Makers' Union. The membership was 5,800 in 1869, but had dwindled in 1877 to 1,016, in 17 locals. A great strike was inaugurated in New York in 1877, which, though unsuccessful in its immediate objects, was ultimately of great benefit. In 1880 a blue label was adopted, to be placed upon all union-made cigars. This has been a great factor in the growth of the union.

The following table gives the membership and the benefit expenditures of the union for the years 1879 to 1897:

MEMBERSHIP AND BENEFIT EXPENDITURES OF THE CIGAR MAKERS' INTERNATIONAL UNION OF AMERICA, 1879 TO 1897.

Year.	Membership January 1.	Sick benefit.	Death benefit.	Traveling benefit.	Out-of-work benefit.	Total benefits, excluding strikes.	Strike benefit.
1879	(a)	.....	.....	.....	.....	.....	$3,668.23
1880	(a)	.....	.....	$2,808.15	.....	$2,808.15	4,950.36
1881	(a)	$3,987.73	$75.00	12,747.09	.....	16,809.82	21,797.68
1882	11,430	17,145.29	1,674.25	20,386.64	.....	39,206.18	44,850.41
1883	13,214	22,250.56	2,690.00	37,135.20	.....	62,075.76	27,812.13
1884	11,871	31,551.50	3,920.00	39,632.08	.....	75,103.58	143,547.36
1885	12,000	29,379.89	4,214.00	26,683.54	.....	60,277.43	61,087.28
1886	24,672	42,225.59	4,820.00	31,835.71	.....	78,881.30	54,402.61
1887	20,566	63,900.88	8,850.00	49,281.04	.....	122,031.92	13,871.62
1888	17,199	58,824.19	21,319.75	42,894.75	.....	123,038.69	45,303.62
1889	17,555	59,519.94	19,175.50	43,540.44	.....	122,235.88	5,202.52
1890	24,624	64,660.47	26,043.00	37,914.72	$22,760.50	151,378.69	18,414.27
1891	24,221	87,472.97	38,068.35	53,535.73	21,223.50	200,300.55	33,531.78
1892	b 25,000	89,906.30	44,701.97	47,732.47	17,460.75	199,801.49	37,477.60
1893	c 27,045	104,391.83	49,458.33	60,475.11	89,402.75	303,728.02	18,228.15
1894	26,788	106,758.37	62,158.77	42,154.17	174,517.25	385,588.56	44,966.76
1895	27,828	112,567.06	66,725.98	41,657.16	166,377.25	387,327.45	44,039.06
1896	d 28,074	109,208.62	78,768.09	33,076.22	175,767.25	396,820.18	27,446.46
1897	27,318	112,774.63	69,186.67	29,067.04	117,471.40	328,499.74	12,175.09

a Not reported.
b Approximate.
c Membership September 1, 1893.
d Membership September 1, 1896. On January 1, 1896, the membership was 27,760.

In the 3 years ending September 1, 1896, 87 difficulties of the unions with their employers, involving 775 members of the unions and 1,749 nonunionists, were disapproved by the national body, thus preventing strikes. The difficulties which were approved numbered 371, and involved 6,399 union members and 3,663 nonunionists.

The union lost, either directly or by its members obtaining employment elsewhere, in difficulties involving only 830 members and 666 nonunionists. In the remaining difficulties, involving 88 per cent of the unionists and nonunionists, the men either succeeded, as in the case of 3,558 unionists, or secured a compromise, as in the case of 892 unionists, or took no action, as in the case of 738 unionists, because of the removal of the difficulty complained of or for other reasons.

Commenting on these and other facts the president of the union stated in his report of September, 1896, that in 1885, with a membership of 12,000, 51 attempts were made to reduce wages, while in 1895,

with a membership of 28,000, only 30 like attempts were inaugurated, despite the severity of the industrial depression. He writes:

During industrial depressions, in addition to attempts to reduce wages, many evils are apt to creep in, such as the truck system, long hours, obnoxious shop rules, etc., and to foist themselves upon unprotected trades. This report, however, will show that only one attempt was made to reintroduce the obnoxious truck system and one to increase the hours of labor, showing that two of the greatest evils, next to reduction in wages, have been successfully forestalled and held at bay.

In the following table is given the average cost per member to the Cigar Makers' International Union of America for each kind of benefit:

AVERAGE COST PER MEMBER TO THE CIGAR MAKERS' INTERNATIONAL UNION OF AMERICA FOR BENEFITS, 1882 TO 1897.

Year.	Death.	Sick.	Traveling.	Out-of-work.	Total.	Strike.	Grand total.
1882	$0.15	$1.50	$1.78	.....	$3.43	$3.92	$7.35
1883	.20	1.69	2.81	.....	4.70	2.10	6.80
1884	.33	2.66	3.34	.....	6.33	12.09	18.42
1885	.35	2.45	2.22	.....	5.02	5.09	10.11
1886	.20	1.71	1.29	.....	3.20	2.20	5.40
1887	.43	3.11	2.40	.....	5.94	.67	6.61
1888	1.24	3.42	2.49	.....	7.15	2.64	9.79
1889	1.09	3.39	2.48	.....	6.96	.30	7.26
1890	1.06	2.63	1.54	$0.92	6.15	.75	6.90
1891	1.57	3.61	2.21	.88	8.27	1.38	9.65
1892	1.79	3.59	1.91	.70	7.99	1.50	9.49
1893	1.83	3.86	2.24	3.30	11.23	.67	11.90
1894	2.32	3.99	1.57	6.51	14.39	1.68	16.07
1895	2.40	4.04	1.50	5.98	13.92	1.58	15.50
1896	2.80	3.89	1.18	6.26	14.13	.98	15.11
1897	2.53	4.13	1.06	4.30	12.02	.45	12.47

It will be observed that the average cost per member for strike benefits has been very much less since 1888 than previously. During the 7 years, 1882 to 1888, inclusive, the yearly cost for strike benefits averaged $3.52 per member, and during the subsequent 9 years it averaged only$1.06. The strike benefit in 1885 was $4 per week for the first 16 weeks, $3 for the next 8 weeks, and then $2 a week until the strike ended. Soon afterward the benefit was changed to $5 per week for the first 16 weeks, and then $3 a week until the dispute was settled, and it has remained unchanged since then. On the other hand, the cost for other benefits, which averaged only $5.05 per member during the first 7 years, rose to an average of $10.84 per year during the next 9 years.

The traveling benefit is not a gift, but a loan, which must be paid back as soon as the receiver secures employment, and a member can not receive in the aggregate over $20, or more than $8 at one time. Although $652,557.26 had thus been loaned prior to January 1, 1898, only $88,601.20, or 13.6 per cent, of this was still outstanding. The cost per member of this benefit during the 7 years 1882 to 1888 inclusive, no allowance being made for repayment of these loans, averaged $2.23 per year, and during the subsequent 9 years $1.70.

The out-of-work benefit did not begin until 1890, and, at first, was

$3 for the first week and 50 cents a day thereafter for anyone who had been a member for 1 year; but after receiving this relief for 6 weeks a member could not receive any more for 7 weeks, and only $72 a year in all. At present, however, the above benefit is given only to those who have been members for 2 years, and the amount during any year is limited to $54. The average cost per member of this benefit did not reach $1 a year until 1893. The effect of the business depression appeared in the rapid rise to $3.30 that year; $6.51 in 1894; $5.98 in 1895, and $6.26 in 1896. With the improvement in business conditions this benefit fell to $4.30 in 1897.

The sick benefit in the early part of the eighties was $5 per week for 8 weeks. Soon afterwards it was changed to $5 per week for 13 weeks in 1 year, and has so continued until the present. The average cost per member of this benefit, however, which was only $2.20 per year during the period 1882 to 1887 and $3.32 during the period 1888 to 1892, has risen to $3.98 during the period 1893 to 1897.

The death benefit was only $50 in 1885, and was given to those who had been members for 1 year. Before 1891 the constitution and by-laws were changed so as to give a death benefit of $50 after 1 year's membership; $200 after 2 years; $350 after 10 years; $550 after 15 years, and $40 in case of death of the wife of a member. At the Detroit convention in 1896 it was provided that the $50 benefit should be paid only after 2 years, the $200 after 5 years, and the $40 benefit in case of the death of a wife should be paid only when the husband had been a member of the union for 2 years. This caused a slight decline in 1897 in the cost per member of this benefit. Previously the rise had been almost alarming. It was $1.06 in 1890, $1.83 in 1893, and $2.80 in 1896. In 1897 it was $2.53.

The total expenditures for the 2 years ending August 31, 1893, by the national headquarters for salaries, office rent, printing of the journal and other printing, stationery, traveling expense, and everything save benefit features, was $54,183.36. Considering the mean membership during that time as 25,633, this was a yearly average of only $1.06. During the next 3 years the membership increased to 28,074. The total management expense of the national order for the 3 years ending August 31, 1896, was $87,111.05. Considering the average membership for that time to be 27,560, the annual expense per member was $1.05.

The total expenses of management of the local unions, aside from benefit features, if reckoned on the mean or average membership of each year, was $7.89 per member in 1893; $6.77 in 1894; $7.55 in 1895; $8.57 in 1896, (*a*) and $6.47 in 1897.

It thus appears that the per capita expense of this great union during the years 1893 to 1897, inclusive, varied from 45 cents to $1.68 per year

a Instead of the mean membership for 1896 the precise membership for September 1, 1896, is taken.

for strike purposes, $11.23 to $14.39 for other benefits, and $6.47 to $8.57 for the expense of the local branches, and it averaged about $1.05 for the expenses of the national office.

The following table will bring out the expenses for each year on the assumption that the average management expenses of the national office were the same in 1897 as the average during the previous three years:

AVERAGE EXPENSES PER MEMBER OF THE CIGAR MAKERS' INTERNATIONAL UNION OF AMERICA FOR ALL PURPOSES, 1893 TO 1897.

Year.	Strikes and other benefits.	National management expenses.	Local management expenses.	Total.
893	$11.90	$1.06	$7.89	$20.85
894	16.07	1.05	6.77	23.89
895	15.50	1.05	7.55	24.10
896	15.11	1.05	8.57	24.73
897	12.47	1.05	6.47	19.99

The union attained a reserve fund of $503,829.20 at the beginning of 1893, and the membership was approximately 25,000. The surplus was thus about $20 per member. From this total deficits had to be deducted of $47,097.07 in 1893, $115,943.47 in 1894, $104,575.61 in 1895, $59,179.93 in 1896, while a surplus of $17,207.18 was added in 1897. The surplus was thus $456,732.13 on January 1, 1894, $177,033.12 on January 1, 1897, and $194,240.30 on January 1, 1898, when the membership was 26,341. The surplus per member was therefore $7.37 at the beginning of 1898.

The large fund of this union is guarded against defalcation or loss through bank failures by the requirement that each local union shall take charge of the funds received from its members until transfers are ordered by national officers from one union to another in the payment of the various expenses. The local unions must deposit in a bank or invest in United States or Canadian registered bonds, all moneys above $25 in the case of unions of 25 members or less, all above $100 where the membership is over 500, and other amounts between these two according to the number of members in the union. The funds can be deposited and drawn by the treasurer only in the presence of at least two trustees of the local union, and in no case can the money be deposited in private banks. Many restrictions are also placed upon the expenses allowed the local unions.

The accompanying extracts from the constitution of this union will be interesting as an example of the best system of benefits thus far attained in any large American union:

MEMBERSHIP AND QUALIFICATION.

SEC. 64. All persons engaged in the cigar industry, except Chinese coolies and tenement-house workers, shall be eligible to membership; this shall include manufacturers who employ no journeymen cigar makers and foremen who have less than six members of the union working under them. * * *

SEC. 67. All applicants for membership may be elected upon their own statement upon payment of an initiation fee of three dollars ($3.00).. Applicants that are affected with chronic diseases or that are over fifty years of age can become members by paying the regular initiation fee and fifteen cents weekly dues, but they shall not be entitled to any out-of-work, sick, and no more than $50 death, benefit. The executive committee of each local union shall be the judge as to what class of membership the new member shall belong. * * *

SUSPENDED MEMBERS.

SEC. 69. Any member suspended from any local union can be reinstated on payment of $3, which may be paid in six weekly installments, or all at once, at the option of the union. But he shall forfeit all previous rights and benefits and be considered the same as a new initiate. * * *

DUES AND ASSESSMENTS.

SEC. 70. Every member shall pay into the funds of the union to which he belongs the sum of 30 cents per week.

SEC. 71. Any person drawing a traveling or transfer card shall pay dues for the week in which his card is issued to the union from which he receives it, and no other union shall charge dues for the same week. Transfer cards shall only be issued to beneficiary retiring card holders desiring to travel.

SEC. 72. Any union receiving dues from members for a longer period of time than they may remain members thereof shall return the excess when they draw their traveling or transfer card.

SEC. 73. Any member of any union who shall fail to pay the dues and assessments, local and international, for a term of eight weeks stands suspended from the union. This shall not apply to members out of employment who are not drawing benefits of any kind, who shall be allowed sixteen weeks. Members desiring to be entitled to this out-of-employment privilege must notify the financial secretary within two days after being thrown out of work, and report once a week during such nonemployment. All dues and assessments of members receiving benefits shall be deducted from such benefit. Any member kept in good standing by the union shall, upon resuming work, pay 10 per cent of his earnings weekly until all of his indebtedness shall have been paid. * * *

RETIRING CARDS.

SEC. 76. Any member of any union quitting the trade with a view of engaging in some other occupation must, within one month, pay all dues, fines, loans, and assessments, or other indebtedness charged against him, and secure a retiring card. Said retiring card shall entitle the holder (upon his return to the trade) to readmission, free of charge, to any union under the jurisdiction of the International Union; and if such retiring card is returned within one year after its issue said member shall be placed in the same position for benefits, etc., as when he received said card; but should it be returned after one year has elapsed he shall not be entitled to out-of-work or loan benefits for a term of six months from the day of depositing his card. * * *

SEC. 77. Any member having contributed dues for three years taking a retiring card may continue to receive the sick and death benefits upon the payment of twenty cents per week and all assessments of the International Union. * * *

STRIKES AND LOCKOUTS.

SEC. 79. The International Union guarantees its moral and pecuniary support to all its members in difficulties which may arise between them and their employers, and shall commence on the day when the difficulty is approved by the proper authorities of the International Union. The assistance shall be as follows: For the first sixteen weeks, $5 per week, and $3 per week until the strike or lockout shall have terminated. In case a striker secures work and is discharged within fourteen days he shall be entitled to his further benefit; should, however, he lose his employment after the above specified time he shall not be entitled to any further strike benefit. No member of the International Union shall be entitled to any strike benefit unless he is a member in good standing for at least three months. The same assistance shall accrue to such members who may, in consequence of having carried out orders for their union, be discharged by their employer. The local union under whose jurisdiction such discharge of a member has taken place shall submit a verified report of the facts to the executive board for decision. Three signatures of officers

of the local union shall verify each such report. The benefit shall begin, if the executive board recognize the fact as presented, from the day of the discharge from employment of such a member.

SEC. 81. When any difficulty arises between the members of any union and their employers, three officers of the union shall furnish a full and official statement of such difficulty to the international president, who shall submit a copy thereof to the other officers comprising the executive board; and if after a full and sufficient investigation of all the facts in the case, they approve of the same, the international president shall issue a circular, setting forth the facts to all local unions and the number of members who are idle through such difficulty; and ordering them to their assistance, he shall state the person or persons receiving the same. Should any difficulty arise in any locality in which more than one union exists, no application to be sustained shall be made unless all the unions have acted conjointly and all organizations have balloted, and a majority of all votes cast have so decided. In localities where two or more unions exist, the application for strike or lockout shall be signed by the joint advisory board and three officers of the union. And no union making such application in such locality shall have the right to declare a strike off or perform any other material act without the joint concurrence of a majority of the members voting of the unions in such locality. Failing to comply with this section, they shall be suspended by the international president, but this shall not debar them from the right of appeal.

SEC. 82. The executive board shall transmit their answers on application to strike, by telegraph, to the international president within twenty-four hours; failing to comply, they shall be fined $1 by the international president, payable to the International Union. Upon receipt of the answers of the executive board, the international president shall immediately notify the union involved whether the application has been approved or not.

SEC. 83. Unions making application to strike shall, if for an increase, state the price paid and how much demanded; if against a reduction, the prices paid, and how much the reduction will amount to. They shall report to the international president the length of time organized, the number of members in the union when the application was made, the number of members employed, and the number of members unemployed. All applications for strike or lockout shall be read at a regular or special meeting of the union making application. And the union shall report the number of members voting in the affirmative and negative on all questions of strike. Local unions making false statements in their application shall be fined the sum of $25, such fines to be remitted to the International Union.

SEC. 84. In case the executive board fail to approve of any difficulty, the local union can appeal within fifteen days after the decision being rendered to a general vote of all the unions. The appeal shall be forwarded to the international president, who shall submit the same immediately to a vote of all local unions, and, if approved by a majority, shall proceed as in this constitution provided.

SEC. 85. The international president, when submitting an application to strike to local unions, shall set forth in the circular the statement furnished by the union making application for strike or lockout, state the number of men already on strike in other localities, and condition of the funds per capita.

SEC. 86. Every difficulty involving more than 25 members shall be submitted at once by the international president to a vote of all local unions, and a majority of those having voted approving the same, he shall proceed as the constitution directs. No difficulty shall be considered legal unless approved by a two-thirds majority of all votes cast. Unions failing to vote within one week, commencing on the day of the circular being mailed, shall be fined $3, payable to the International Union within one month after being notified. They must return the vote by telegram at the expense of the International Union, provided their location is over 600 miles away from where the office of the international president is located. The unions of the Pacific coast shall be excluded from the fines heretofore provided.

SEC. 87. Unions whose applications to strike were not approved shall have no right to make a second application appertaining to the same case for a term of three months, dating from the rejection of the first. And no member or union shall be considered on strike unless said strike shall have been approved by the proper authorities of the International Union. This shall also apply to a reduction in wages.

SEC. 88. The vote of local unions on difficulties shall be in proportion to their membership: One vote from 7 to 50 members; two votes from 50 to 100 members or fraction of not less than 75; three votes from 100 to 200 or fraction of not less than 160; and one additional vote for every 100 more. All voting upon questions of strike, local or otherwise, shall take place by secret ballot, and all votes taken contrary to this method shall not be counted. * *

SEC. 96. Unions out on strike shall have power to reject all traveling cards except those of sick members, provided said strike has been approved by the International Union. * * *

LOANS TO TRAVELING MEMBERS.

SEC. 104. Any member in good standing for two years in the International Union, not being able to obtain employment, wishing to leave the jurisdiction of the union under which he or she has been working, to seek employment elsewhere, shall be entitled to a loan sufficient for transportation to the nearest union in whatever direction he or she desires to travel, by the cheapest route; also, besides this, to a loan of 50 cents, excluding the fare, but in no wise shall the loans exceed in the aggregate $20, and no member shall receive a loan exceeding $8 at any one time. In no case shall any member, working under the jurisdiction of any union one week or a longer period, be entitled to such benefits from said union. This shall not apply to sick members depositing their cards, nor to jurisdiction members who shall reside more than 100 miles from the seat of the union, provided they travel to the seat of the union under whose jurisdiction they have been working, and no member shall receive a second loan from the same union until the first loan be paid, the amount paid to be credited in the order that the loans were drawn.

SEC. 105. Any member receiving a loan to travel to another union shall also be entitled to a loan from any other union, provided said member has traveled the required number of miles, as registered in his loan book, and the loan book shall bear evidence of that fact.

SEC. 106. Any member receiving loans on card shall, after obtaining employment, pay to the collector of the shop in which he is employed 10 per cent of his earnings weekly, provided that where a member goes to work in the latter part of the week he be allowed until the Saturday following, when he shall pay the percentage on his aggregate earnings in the two weeks. Any financial secretary failing to enforce this section shall be fined for each and every offense the sum of $1. Members owing "private loans" shall, after the first week, pay 5 per cent on the same in addition to the 10 per cent on international loans. All indebtedness of deceased members shall be deducted from such member's death benefit. Any financial secretary granting loans larger than the amount specified in this article shall be subject to a fine not less than the amount which he granted over $20; such fine to be collected immediately, as follows: By collecting 25 per cent of his wages. Any member obtaining or owing a loan from any union who shall refuse or neglect, after obtaining employment, to pay to the shop collector the percentage, shall be suspended until he complies with the same, when he may be admitted as provided by section 69 of the constitution. It shall be the duty of the shop collector to report such cases to the financial secretary. Failing to do so within forty-eight hours he shall be fined $1.

SEC. 107. Every shop shall elect a collector, and in every shop in which there is but one union man employed, he shall be constituted shop collector. In case of failure or inability of any shop to elect a collector, then the president of the union shall appoint one for said shop. In jurisdiction towns where more than one shop exists, the jurisdiction members shall elect a town collector, whose duty it shall be to receive all moneys from the shop collector and pay the same within forty-eight hours after receiving the same.

SEC. 108. It shall be the duty of the collector to collect all dues, loans, fines, and assessments due by the members, and to pay to the secretary of the union, in the stipulated time set forth by the local union, all amounts received. But in no case should this time extend forty-eight hours after collecting the same. He shall report weekly to the financial secretary the wages earned by all members owing loans. Failing to enforce section 106, he shall be fined 50 cents for each offense. * * *

SEC. 113. Members moving from one locality to another and obtaining employment, shall immediately deposit their cards with the nearest union. The members obtaining employment in the Dominion of Canada shall deposit their cards with the nearest union in said provinces. If employed in a town where a union exists, they shall deposit their cards immediately with the collector. Any member failing to comply shall be fined the sum of 10 cents per day for the first thirty days, and if he fails to deposit his card after thirty days, then he shall be expelled from the union. * * *

OUT-OF-WORK BENEFIT.

SEC. 117. Any member having paid weekly dues for a period of two years shall be entitled to an out-of-work benefit of $3 per week, and 50 cents for each additional day. No benefit shall be paid for the first one week after a member was discharged from employment or laid off. Members drawing benefit for less than six days shall be stricken off the list.

SEC. 118. Any member receiving benefit for six weeks shall not be entitled to any benefit for seven weeks thereafter, and no member shall receive more than $54 during the period of one year, commencing from July 1 of each year. Any member receiving $54 benefit shall not be entitled to any benefit until after he shall have worked for four weeks, but this shall not include members over 50 years of age. * * *

SEC. 120. Any member having received four weeks' strike or sick benefit shall not be entitled to out-of-work benefit for four weeks thereafter; a sick member incapable of doing a day's work shall not be considered out of work. * * * No member shall be entitled to any benefit from June 1 till September 23, and from December 16 to January 15, of any year. * * *

SEC. 122. Any member losing his employment through intoxication, or courting his discharge through bad workmanship or otherwise, shall not be entitled to any benefit for eight weeks thereafter, and shall be so recorded in his loan book. Inability to hold a job shall not deprive a member of his benefit. * * *

SEC. 123. * * * The unemployed shall report daily at the secretary's office [apparently with a view to receiving from the union information as to where work can be secured]. * * *

SEC. 124. Any traveling member in search of employment arriving in a place where a union is located, shall, after reporting to the financial secretary, be placed on the out-of-work roll and entitled to the benefit, as provided in section 117. * * *

SEC. 125. Any member engaging in any other occupation, domestic or otherwise, shall not be entitled to any benefits. Any member failing to register for three consecutive days shall forfeit the benefit of previous registration. Any member obtaining employment for two days or longer shall forfeit the benefit of previous registration, providing that such registration was for less than one week, for which no benefit was allowed. Members doing their own domestic work shall not be entitled to any benefit. * * *

SEC. 126. * * * In no case shall a member be entitled to out-of-work benefit if he remains in a place where no union shop exists. * * *

SEC. 128. Any member refusing to work in a shop where work is offered him, or who neglects to apply for work in a shop if directed by the financial secretary or any officer of the union, or shop collector, shall not be entitled to any benefit until he has secured employment for at least one week. * * *

SEC. 130. Any member quitting a job shall not be entitled to the benefit provided for until said member shall have again obtained employment for at least one week.

SEC. 131. Every union shall establish a labor bureau for the purpose of designating work to the unemployed. * * *

SEC. 132. It shall be the duty of every shop collector to report to the financial secretary such jobs as are open in his respective factory the same day receiving notice thereof, in order to enable the secretary to designate the unemployed to the factory. * * *

SICK BENEFIT.

SEC. 135. Every member who shall have been for not less than two years continuously a contributing member of the International Union, and who is not under any of the restrictions specified in these laws, shall be entitled, should such member become sick or disabled in such manner as to render such member unable to attend to his or her usual avocations, to a sum of $5 per week out of the funds of the union; provided such sickness or inability shall have been for at least one week or seven days, and shall not have been caused by intemperance, debauchery, or other immoral conduct, and no member shall be entitled to any sick benefit for a longer period than thirteen weeks in any one year, commencing July 1 and ending June 30, whether it has been continuous or periodical; but no member leaving the United States or the Dominion of Canada shall be entitled to any benefit during his absence. * * *

SEC. 136. The sickness or inability shall date from the time the member reports the same to an officer of the union; the officer to be reported to shall be designated by local unions.

SEC. 137. Local unions shall have the right to arrange the visiting committees to visit the sick members as may best suit their respective localities; but in no instance shall they consist of less than three officers or members, nor be visited by said committee less than once in each week; no two members of the committee to visit the member at the same time. * * *

SEC. 138. * * * If any doubt be entertained as to the sickness or inability of any member claiming benefits the executive board of unions shall have power, if deemed necessary, to take the opinion of a physician, who may be appointed by the union. * * *

SEC. 139. If the visiting committee is refused admittance to the house, or not permitted to visit the sick member, it shall not be obligatory on the union to pay the member the weekly allowance until the restriction shall have been removed. The visiting committee shall be excused from visiting members having contagious diseases. * * *

SEC. 141. Female members of any local union shall not be entitled to any sick benefit three weeks before and five weeks after confinement.

SEC. 142. No member of any local union shall be entitled to receive more than one of the weekly benefits provided by these laws at any one and the same time. * * *

DEATH BENEFIT.

SEC. 145. Upon the death of a member who has been such for two years the sum of $50 shall be paid toward defraying funeral or cremation expenses of said member to nearest of kin, or such person or persons as have the burial of said deceased member in charge, but if such member should not have any person to take charge of said funeral the president of the local union shall take charge of the burial of said deceased member; provided, however, that said member has not been at the time of his death disqualified by any of the conditions prescribed by the laws of the international constitution.

SEC. 146. Including the said $50 funeral expenses the International Union shall pay to the persons hereinafter mentioned, upon the death of a member, the following sums: First, if the member has been such for at least five consecutive years, a sum of $200; second, if the member shall have been such for at least ten years, $350; third, if the member has been such for at least fifteen consecutive years, $550. When becoming a member of the union each member shall designate the person to whom the aforesaid beneficiary money shall be paid.(*a*) * * *

SEC. 147. A married member who has been a full contributing member for two years shall, upon the death of his wife, be paid $40; provided, however, that said wife was not engaged in the cigar industry, or not a member of the International Union and entitled to the death benefits as provided for in the foregoing sections of this article. An unmarried member who has been a full contributing member for two years and who has a widowed mother depending solely upon him for support, shall, upon her death, be paid the sum of $40. But no member shall receive the benefit provided for in this section more than once, nor shall it be paid to retiring card holders paying 20 cents weekly dues. * * *

SEC. 149. No sick or death benefits shall be granted to any member when the performance of military duties is the cause of sickness or death.

SEC. 150. In the event of the death of a member entitled to $200 or more, and said member not having any person to take charge of his remains, the president of the local union shall take charge of the same and provide for a decent burial, the expense not to exceed $100. * * *

SINKING FUND.

SEC. 179. The International Union shall raise a sinking fund which shall consist of the funds of local unions, and shall amount to the sum of $10 per member.

SEC. 180. Whenever the sinking fund of the International Union shall fall below the sum as provided in section 179, the executive board shall levy an assessment on each member to replenish the same. * * *

THE HOURS OF LABOR.

SEC. 195. Every local union shall have the power to regulate the hours of labor in its respective locality, but in no case shall they exceed eight hours per day on and after May 1, 1886. Manufacturers who are members of the International Union, and members having charge of a shop, shall be exempt from those regulations, providing they do not work at the bench more than forty-eight hours per week. * * *

FIFTEEN-YEAR MEMBERS.

SEC. 219. Any member of the International Union who has been such for a period of not less than fifteen consecutive years, and who has become incapable of working at the trade, shall be permitted to retain his claim on the death benefit upon the payment of 10 cents per month, payable quarterly. * * *

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA.

This organization, founded in 1881, was able to boast in July, 1892, of an enrollment of 84,376 members, of whom 51,313 were in good standing. The secretary stated that it was the largest union of any single trade in the world. But the absence of a large reserve fund and of so fully developed a system of benefits as the Cigar Makers,

a Otherwise it goes to the heirs.

together with many difficulties peculiar to the trade, caused a decline in membership during the industrial depression to 25,152 in July, 1895. In July, 1898, the membership had risen to 31,508. Some of the difficulties of the organization were brought out by its secretary in the report for July 1, 1892, to June 30, 1894:

"Of 587 local unions now in good standing 48 are German, 9 French, 4 Bohemian, 3 Scandinavian, 2 Jewish, 2 Holland, and 2 Polish."

In the report for the two years from July 1, 1896, to June 30, 1898, the condition of the trade is further explained, as follows:

Many are the architectural changes and innovations year after year that are making carpenter work more and more scarce. The use of iron and steel and other material to replace wood in building construction in our big cities is working dire havoc in our time-honored craft. Then, too, the general use of the best perfected woodworking machinery and of cheap mill material made by women and children, the lack of an apprentice system and the easy influx of workmen from other occupations into the carpenter trade, the many fluctuations of business, and the continuous flow of emigration to our shores—all make the lot of the journeyman carpenter much harder, even in the best of times, than it was in bygone days long ago.

In 1885 the brotherhood was paying a funeral benefit and a disability benefit of $250 and a wife's funeral benefit of $50. These benefits were soon increased, and since January 1, 1893, when slight changes were made, the benefits have been as follows: For one in good health and not over 50 years of age when joining there is a death benefit of $100 after 6 months' membership and of $200 after 1 year. There is also a disability benefit of $100 after 6 months' membership, $200 after 1 year, $300 after 3 years, and $400 after 5 years, and a wife's funeral benefit of $25 after 6 months' membership and $50 after a year's membership, if she is in good health when he joins the brotherhood. If a member is over 50 or under 21, or in poor health when joining, he becomes a nonbeneficial or apprentice member, and his heirs are entitled only to a death benefit of $50 and a wife's death or funeral benefit as above.

The strike benefit is $6 a week, and locals provide sick benefits. From 1883 to July, 1898, the national and the local unions spent $354,293 in support of trade disputes and trade movements to secure better conditions, $528,706 in death and disability benefits, and $683,644 in sick benefits. During the four years ending June 30, 1898, the brotherhood paid 1,323 funeral and disability benefits, amounting to $175,185.54, aside from the local sick benefits, while the amount expended for strikes by the national body was only $23,712. The locals spent in strikes during the 15 years ending June 30, 1898, only one-half as much as the national body, and probably the same ratio held during the years 1894 to 1898. During these four years the above $175,185.54 funeral and disability benefits were thus divided: Wife's funeral benefits, $20,250; members' funeral benefits, $117,635.54; members' disability

benefit, $21,600; benefits of semibeneficial members, such as those under 21 and over 50, or in poor health at joining, $15,700.

During the two years ending June 30, 1898, the national benefit features amounted to $84,183.44 or $2.81 per member for the two years, if we estimate the average membership during the period as 30,000, which it was approximately; the strike expenses reached the phenomenally low amount of $8,697, or 29 cents per member, and the total expenses of the national order, aside from benefits, the publication of the monthly journal, and the donation of $2,422.03 to the American Federation of Labor, was only $27,617.55, or 20 per cent of the total expenditures. During the two years the total expenditures of $135,275.15 were about $4.51 per member, aside from the expenses of the locals for sick benefits and a few small strikes and for local expenses of management.

The following table gives for each fiscal year since 1882 the number of unions and members in good standing, the amount paid for funeral and disability benefits, and the balance on hand in the United Brotherhood of Carpenters and Joiners:

BRANCHES, MEMBERSHIP, AND AMOUNT PAID FOR FUNERAL AND DISABILITY BENEFITS, UNITED BROTHERHOOD OF CARPENTERS AND JOINERS, 1883 TO 1898.

Year ending June 30—	Unions in good standing.	Members in good standing.	Amount paid for funeral and disability benefits.	Balance on hand.
1883	26	3,293	$1,500.00	.....
1884	47	4,364	2,250.00	$28.34
1885	80	5,789	5,700.00	228.02
1886	177	21,423	9,200.00	2,080.12
1887	306	25,466	16,275.16	3,333.55
1888	439	28,416	18,750.00	7,980.51
1889	527	31,494	25,575.00	6,535.65
1890	697	53,769	32,267.49	5,986.22
1891	798	56,937	44,732.65	8,232.51
1892	813	51,313	72,613.35	55.23
1893	716	54,121	64,684.45	9,308.03
1894	561	33,917	59,972.50	5,275.54
1895	459	25,152	51,311.75	42.46
1896	440	29,691	39,690.35	264.92
1897	407	28,269	40,229.45	15,072.92
1898	428	31,508	43,953.99	18,738.21

In the report of the secretary at the September, 1898, convention it is stated:

When the United Brotherhood was formed in 1881, the ten-hour day was universal among the carpenters. At this date there are only 23 cities under our jurisdiction working the ten-hour day; 105 have the eight-hour rule, and 424 work nine hours a day. This is a gain of 35 cities on our eight-hour list since the last convention, two years ago. Besides that, since 1881 we have advanced the rate of wages in hundreds of cities and towns and established trade rules securing generally better treatment for the men in the trade. In less than two score of places have we suffered any departure from these rules or any reduction in wages during this present long spell of hard times. This is due to the influence of our local unions and the activity and determination of our members.

Since 1883 * * * we have had 1,026 strikes and lockouts, of

which 998 were successful, 61 were lost, and 67 compromised (*a*). The past two years we had 83 strikes, lost 2, compromised 7, and won 64 of them (*a*); expending $8,697 for these 83 trade movements. * * * We have also reduced the hours of labor as already shown which has given employment to 15,130 more carpenters, union and nonunion men, than would have been working if the ten-hour day had still obtained. We have furthermore increased wages by fixing a union scale in numbers of cities, and in 70 per cent of the cities under our jurisdiction wages now average 50 cents a day more than they were before a union was started. Estimating on eight month's work in the year in these cities twelve years back, we have a gain of $4,500,000 annually, or $54,000,000 more wages the past twelve years for an expenditure of $354,293 in strikes. These figures speak volumes in favor of the United Brotherhood and its practical work and are in themselves a powerful argument in behalf of trade unions.

This is not all we have done. The scattered threads of local and so-called independent unions, isolated and apart, provincial and narrow, have been woven into a majestic network of thorough organization, with strong financial resources and vast public influence; the chaotic and aggregated elements have been trained into a disciplined force, tried in many a sturdy struggle, the isolated and fragmentary local societies of carpenters have been brought together all under one head, with unitary interests and common purposes—a shining example of the value and power of well-directed combination.

INTERNATIONAL TYPOGRAPHICAL UNION OF NORTH AMERICA.

This union was founded in 1850, and is therefore the oldest of existing American national trade unions. Of the 211 local branches receiving benefits during the two fiscal years ending June 30, 1898, 11 are stereotypers and electrotypers, 4 are mailers, and 3 are engravers. The union had no national benefits other than for strikes and lockouts until the beginning was made by expenditures upon the Childs-Drexel Home, to be described later. During the year ending June 30, 1892, $11,500 was spent in burial benefits, and during the next fiscal year $21,950. The following table gives the salient facts relative to the subsequent expenditures of this organization:

MEMBERSHIP AND EXPENDITURES OF THE INTERNATIONAL TYPOGRAPHICAL UNION, 1894 TO 1898.

Year ending June 30—	Members at close of fiscal year.	Expenditures for burial and home fund.				Expenditures for strikes and lockouts.		Total expenditures for all purposes.	
		Burial.	Home fund.	Total.	Average per member.	Amount.	Average per member.	Amount.	Average per member.
1894	31,379	$25,500.00	$20,923.96	$46,423.96	$1.48	$33,834.69	$1.08	$108,960.92	$3.47
1895	29,295	23,090.00	18,307.24	41,397.24	1.41	24,757.83	.85	89,650.72	3.06
1896	28,838	22,665.00	18,193.48	40,858.48	1.42	23,329.35	.81	93,201.08	3.23
1897	28,096	23,700.00	34,793.70	58,493.70	2.08	33,676.77	1.20	125,162.97	4.45
1898	28,614	23,040.00	35,415.60	58,455.60	2.04	24,075.79	.84	111,978.02	3.91

a The items do not produce the total shown; the figures, however, are according to the original report.

It will be noticed that the burial and home benefits much exceeded the expenditures for trade disputes. Of the total expenses of the union during the last three years about 40 cents yearly per member was for printing the monthly journal, although over one-third of this expense was covered by the receipts. The management expenses of the central body including salaries, postage, expressage, telegrams, exchanges, office rent, light, janitors' services, clerk hire, auditor's services, notary's fees, insurance, office furniture, stationery, printing, supplies, etc., during the two years ending June 30, 1896, were only $21,953.12, or 12 per cent of the total receipts. Deducting the amount received from the supplies from the expenses, the net cost was only $17,080.81, or 9 per cent of the receipts. This was only 58½ cents per member for the two years. During the next two years the gross expenses of management were $23,194.54, or 81 cents per member. The net expenses were $17,959.42, or 8 per cent of the receipts, 7.6 per cent of the expenditures, and 63 cents per member.

For the defense fund—that is, for trade disputes—the constitution provides that one-fourth of the 30 cents of monthly dues, or 7½ cents, shall be used. The strike benefit is $7 a week for a married man and $5 a week for a single man. A married man would thus in one week's strike benefit from the national fund receive as much as he had contributed in eight years for that purpose. The union evidently does not aim to become a strong fighting body, although some of the locals have made much larger provision for both strike and other benefits than the national organization.

The burial benefit of $60 is obtained by setting aside another quarter of the monthly dues. As one-third of these dues, or 10 cents a month, are devoted to the printers' home, the amount left for other purposes of management, etc., is correspondingly small, and from this fund money can be transferred to the defense fund whenever the general fund exceeds $2,500. Of the $26,846.10 balance on hand in the treasury August 31, 1898, $13,792.20 was the balance of the claim on a national bank at Indianapolis that failed about 3 years ago, and from which little is likely to be realized save what has already been paid by the receiver. Therefore the actual cash in hand of the national body was $13,053.90, or 46 cents per capita. Larger dues and sick and out-of-work benefits have repeatedly been urged, but the union preferred to provide for those matters through their locals.

The most famous feature of this union is its home for aged or invalid union printers, at Colorado Springs, Colo., which originated in the following letter from Mr. George W. Childs, of Philadelphia:

PHILADELPHIA, PA., *June 5, 1886.*

To the president and members of the
International Typographical Union:

GENTLEMEN: With this letter is an inclosure which it was intended should be handed you by Mr. James J. Dailey, with a verbal message of good wishes; but at his suggestion it is accompanied by a written

communication. It is known to some of your members that I feel a warm interest in what concerns the welfare of all who work for wages and in the wise management of the trades unions and other kindred organizations it has become advisable for them to establish for the promotion of their true interests.

This feeling being specially strong towards the printers' unions, with whose members I have had close and very satisfactory business relations for many years, it is my earnest desire—a desire in which I am heartily joined by my friend, Mr. A. J. Drexel—to extend to the time-honored International Typographical Union, as the representative of the united craft in North America, some expression more substantial than words. How to do this in a way that may produce lasting good has engaged the thoughts of both Mr. Drexel and myself, and we conclude that your union, or such trustees as you may select for the purpose, will know better than ourselves how that good can be best accomplished.

We therefore send you herewith, by the hands of Mr. Dailey, foreman in the Public Ledger office, our check for the amount of ten thousand dollars—five thousand from Mr. Drexel, who is now in Europe, and five thousand from the undersigned—without condition or suggestion of any kind, as an absolute gift, in full confidence that the sagacious and conservative counselors of your union will make or order wise use of it for the good of the union.

Very respectfully and heartily, yours,

GEORGE W. CHILDS.

The endowment of hospitals or hospital beds in various cities was urged by some members of the union, and is still believed by them to have been the best use that could have been made of this gift. Pending a decision, the money was put at interest, and it was voted that on the anniversary of the birthday of Mr. Childs during the next 5 years every union compositor east of the Mississippi River should contribute the amount received on that date for 1,000 ems, and every union stereotyper, electrotyper, and pressman should contribute, on the same day, an hour's pay; while on the anniversary of the birthday of Mr. Drexel like contributions should be made west of the Mississippi. Through this contribution and through interest the original $10,000 had grown to $26,933.63 on October 31, 1890. At the national convention of the union at Denver, in 1889, it was decided to submit to a referendum vote the proposition of the Board of Trade of Colorado Springs, to deed 80 acres of land 1 mile east of the city on condition that a $20,000 building should be constructed there as a home for invalid members of the union. It was decided by a vote of 4,828 to 1,532 to accept the proposition. A board of trustees was created to build and maintain a home known as The Childs-Drexel Home for Union Printers, or simply as The Union Printers' Home. An assessment of 10 cents per member was levied for the support of the home, until November, 1892, then 5 cents per month until March, 1897, and since then 10 cents is again devoted to the home. The original building, of handsome white lava stone, with red sandstone trimmings, 144 feet long by 44 feet wide, with beautiful parlors, comfortable furnishings throughout, cost $70,114.44, and was dedicated May 12, 1892. A hospital annex was opened in May, 1898, at a cost of $13,829.72, which was obtained by a

50-cent assessment per member. The expenditures for maintenance, repairs, improvements, etc., from the opening of the home to June 30, 1898, were $145,402.31. During the time 294 were admitted to the home. The average number of inmates for the fiscal year 1897–98 was 74, and the highest number accommodated during any one month was 82, but there are accommodations for 100. The average number of inmates from 1894 to 1896 was 52. The cost per inmate is now about $30 a month. Any member in good standing for 5 continuous years in the International Typographical Union, if invalid, aged, or infirm, may become a member of the home after proper investigation. Work is not compulsory upon the inmates, nor are they paid for voluntary service, but are encouraged to engage in landscape gardening and other similar vocations for exercise and recreation. A library of 1,200 volumes is at the service of the inmates.

In addition to the benefits of the national body many locals have subscribed sick and death benefits and a few of the larger have liberal out-of-work benefits. The largest local is No. 6, in New York City. This local in 1894 spent $30,858.52 in 40 weeks for those out of work, $492.85 for hospital beds for the sick, $7,322.75 as death benefits, $1,698.08 as strike expenses, $250 as traveling expenses of members sent to the Childs-Drexel Home, and $1,843.85 as a donation to other labor organizations, or a total of $42,466.05. This was almost as much as the entire national body spent that year on its burial and home benefits. The strike expenses in New York, it will be noticed, were only 4 per cent of the total. A member of this New York local writes in the American Federationist for December, 1898:

Typographical Union No. 6 for the past 4 years has given on an average $25,000 a year to the unemployed New York printers, and $9,000 a year for death benefits. Besides, dues and assessments are remitted to the aged sick members, and free beds are maintained for the members in the various hospitals. The chapels have benefit societies, and frequently pass around subscription papers. At a low estimate over $50,000 a year is spent by Typographical Union No. 6 alone for all these benefits and contributions. In the typographical unions of the country generally mutual benefit is administered on a generous scale, the total local and international charitable expenditure being $300,000 to $350,000.

The disbursements of this New York local for the calendar year 1898 were as follows:

Out-of-work benefits	$32,489.77
Strike benefits	7,994.23
Death benefits	7,511.50
Printers' farm	2,333.65
Hospital beds	573.80
Childs-Drexel Home for Printers, extra assessment	429.00
Monument in printers' lot, Mount Hope Cemetery	425.00
Per capita tax to International Typographical Union	17,057.35
General expenses	18,189.89
Total	87,004.19

Membership December 31, 1898, 5,395.

The strike expenses were only 9.2 per cent of the total expenses and 11.6 per cent of the expenses other than for management.

One item, that of the printers' farm, calls for a little explanation. In 1898 the New York Committee for the Cultivation of Vacant Lots offered to teach the unemployed of this union farm labor, the use of the land coming from the city free, and the Vacant Lot Committee spending dollar for dollar with Typographical Union No. 6. Although the season was unusually wet, and although other difficulties incident to the starting of such an enterprise arose, the result was that the 61 unemployed who took advantage of the opportunity obtained approximately the same return for their labor as was the expenditure of the union upon the enterprise. It is thought that the moral effects were admirable, and that in 1899 it will be possible to show much better financial results.

GERMAN-AMERICAN TYPOGRAPHIA.

This union, since its organization in 1873, has contributed to benefit features more largely in proportion to its size than any other American organization. The following table gives the various expenditures for the 14 years ending June 30, 1898:

MEMBERSHIP AND EXPENDITURES OF THE GERMAN-AMERICAN TYPOGRAPHIA, 1885 TO 1898.

[This table was taken from a pamphlet by Hugo Miller, entitled "25-Jährige Geschichte der Deutsch-Amerikanischen Typographia, 1. Juli 1873 bis 30. Juni 1898."]

Year ending June 30–	Membership at end of fiscal year.	Sick benefits.	Death benefits.	Out-of-work benefits.	Traveling benefits.	Total benefits except strikes.	Strike benefits.	Expenses of management.	Total expenditures.	Total expenditures per member.
1885	559	$2,444.85	$1,183.10	$1,118.90	$345.50	$5,092.35	.....	$1,865.37	a$6,957.72	$12.45
1886	952	2,751.35	1,000.00	1,453.08	264.10	5,468.53	$2,579.04	2,369.86	b10,417.43	10.94
1887	1,075	3,034.60	2,125.00	1,240.10	483.45	6,883.15	106.00	3,108.05	10,097.20	9.39
1888	1,127	3,495.90	2,910.10	1,315.13	669.29	8,390.42	1,212.55	2,733.08	12,336.05	10.95
1889	1,130	4,831.50	2,093.75	6,281.50	456.17	13,662.92	926.43	3,053.93	17,643.28	15.61
1890	1,233	5,361.36	2,400.00	4,315.00	576.65	12,653.01	740.36	3,537.99	16,931.36	13.73
1891	1,322	6,175.88	2,950.00	6,067.00	622.47	15,815.35	4,586.04	2,897.52	c23,298.91	17.62
1892	1,382	6,790.60	2,251.70	9,359.50	797.19	19,198.99	4,819.61	3,564.75	27,583.35	19.96
1893	1,380	6,051.65	3,046.65	7,835.00	439.64	17,372.94	1,125.50	4,500.27	22,998.71	16.67
1894	1,204	7,004.07	5,251.75	17,262.50	680.96	30,199.28	1,152.45	4,283.86	d35,635.59	29.60
1895	1,092	5,098.98	3,835.00	9,464.20	304.46	18,702.64	656.44	6,407.63	e25,766.71	23.60
1896	1,115	5,426.65	2,637.41	7,812.00	339.86	16,215.92	539.93	6,498.95	23,254.80	20.86
1897	1,083	4,681.25	4,572.65	8,485.00	279.50	18,018.40	364.96	6,879.38	25,262.74	23.33
1898	1,100	3,983.85	2,900.00	8,603.00	390.62	15,877.47	1,053.65	6,812.86	f23,743.98	21.59
Total	.....	67,132.49	39,157.11	90,611.91	6,649.86	203,551.37	19,862.96	58,513.50	281,927.83	.....

a The correct total of the items shown; the amount given in the original was $6,958.02.
b The correct total of the items shown; the amount given in the original was $10,417.49.
c The correct total of the items shown; the amount given in the original was $23,084.89.
d The correct total of the items shown; the amount given in the original was $35,861.20.
e The correct total of the items shown; the amount given in the original was $25,755.26.
f The correct total of the items shown; the amount given in the original was $23,743.48.

It will be observed that the expenditures since June, 1893, have been over $20 a member, and in the height of the business depression of 1893–94 rose to $29.60 aside from expenditures for all purposes of the

local unions. The entire expenditures for sick, out-of-work, death, and traveling benefits were $203,551.37 during the 14 years, and for strikes, $19,862.96, or only 8.9 per cent of the total benefit expenditures, and only 7 per cent of all the expenditures of the national body, amounting to $281,927.83. The expenditures for management and agitation were $58,513.50, or 20.75 per cent of the total outgo.

In this union, which in 1893–94 became a branch of the International Typographical Union without any merging of benefit features, the following benefits are paid: In case of sickness, $5 a week for 50 weeks, and after that $3 a week for 50 weeks more, or $400 in all. After that a member can not claim any sick benefits for the next two years. There is a $200 death benefit for members and $50 on the death of a wife, if the husband has been a member for at least 1 year. The out-of-work benefit is $5 a week, but not over $80 a year. Members traveling to obtain employment are entitled to 2 cents per mile for the first 200 miles, and 1 cent for each additional mile, but members leaving situations of their own accord are not entitled to this aid. An unemployed member having an offer of employment at a distance may receive a loan of not over $20 to pay his fare. There is a strike benefit of $7 a week for 6 weeks. If the strike lasts longer the benefit is $5 a week.

Weekly dues to the national body are 40 cents per capita. The largest local, No. 7, of New York City, with 283 members in June, 1898, charges also 50 cents for the local fund. Its members frequently receive more in out-of-work and other benefits from the local than from the national body. On the death of a member of the national body there is an assessment of 15 cents, and an additional tax of 5 cents per week if, after the annual balance of accounts is made, it appears that the money on hand is less than $5 per member. On June 30, 1898, it was $7.

AMALGAMATED SOCIETY OF CARPENTERS AND JOINERS.

This British society, with 53,057 members at the close of 1897, had 1,392 members in this country in 38 branches. Of the total expenses in this country of $32,248.29, in 1897, $17,118.73 went to the unemployed benefit, $4,181.92 to the sick benefit, $2,816.69 to the superannuation benefit, $907.13 as tool insurance, $532 to funeral benefit, $74.49 in payment of stewards for the sick, $164.50 for surgeons, $230 in benevolent grants, $47.38 in sending members to situations, and only $346.13, or about 1⅛ per cent of the total expenses, were devoted to securing trade benefits. The total benefits, including the $346.13 for trade privileges, amounted to $26,418.97. The management and miscellaneous expenses of the central American office were $1,420.76 and of the local branches $4,408.56. The unemployed benefit is $3.50 a week for 12 weeks, and then $2.10 a week for another 12 weeks. For leaving employment under circumstances satisfactory to the local branch, $2.63 a week is paid after 3 months' membership, and $5.25 a week after 6 months' membership.

The sick benefit is $4.20 a week for 26 weeks and then $2.10 a week as long as illness continues. The funeral benefit is $84 after 6 months' membership. The accident benefit in case of total disability is $700 and in the case of partial disability $350.

The superannuation benefit after 18 years' membership is $2.45 per week for life. After 25 years' membership it is $2.80 per week for life. There is also a tool benefit to any amount of loss not exceeding $140 in any one claim, and for loss of tool chest not exceeding $7. There are lower rates of benefits for those who are not full members.

The superannuation benefit of the entire society in this country and elsewhere was 3½d. (7 cents) per member in 1870, 6½d. (13 cents) in 1880, 3s. 6¾d. (87 cents) in 1890, and 5s. 4½d. ($1.31) in 1897.

AMALGAMATED SOCIETY OF ENGINEERS.

This great society, which closed the calendar year 1897 with 91,444 members and a balance in hand, despite its famous strike of that year, of £174,852 4s. 7d. ($850,918.37), has 39 American branches. From 7 of these, including Chicago and San Franciso, no reports for 1897 were received by the national body. The 32 which reported had 1,441 members, and had total expenditures of £7,718 5s. 2½d. ($37,560.91). Of this amount £35 18s. 4d. ($174.79) was spent for trade disputes in America and £66 13s. 4d. ($324.43) was forwarded across the water to sustain the English strike, £272 ($1,323.69) was spent upon funeral benefits, £857 11s. 4¼d. ($4,173.35) for relief of the sick, £107 1s. 1¾d. ($521) given to those traveling in search of work, £1,248 15s. 4d. ($6,077.12) to the superannuated, £2,980 17s. 4d. ($14,506.39) to those out of work chiefly for other causes than strikes, and £67 16s. 8d. ($330.11) as a so-called benefit to those in need. These various benefits, including those for trade disputes and accident benefits of £100 ($486.65), amounted to £5,736 13s. 6d. ($27,917.53). It will be noticed that the direct strike benefit was less than 2 per cent of this. Excluding benefits, the expenditures of both national and local bodies in America were £1,981 11s. 8½d. ($9,643.38), of which the expenses of management of the national body were £301 4s. 8d. ($1,465.95).

The donation benefit for full members of 10 years' standing when out of work is 10s. ($2.43) weekly for 14 weeks, 7s. ($1.70) weekly for 30 weeks, and then 6s. ($1.46) per week as long as out of employment. For those who have been members 5 to 10 years the 6s. ($1.46) per week payment stops after 34 weeks; for those who have been members less than 5 years the benefit is 10s. ($2.43) per week for 14 weeks, then 7s. ($1.70) per week for 14 weeks, and then 6s. ($1.46) per week for 24 weeks.

The contingent benefit, for trade privileges, is 5s. ($1.22) weekly for 52 weeks. The sick benefit for full members of 10 years' standing is 10s. ($2.43) weekly for 26 weeks, then 5s. ($1.22) per week for 26 weeks, and 4s. ($0.97) per week for remainder of sickness. For those whose

membership has been between 5 and 10 years the 4s. ($0.97) per week benefit continues only for 52 weeks; for those who have been members for less than 5 years 10s. ($2.43) per week is given for 20 weeks, and then 5s. ($1.22) per week for 32 weeks.

The superannuation benefit is given only to those who are 55 years of age and have been members 25 years or more continuously. The benefit is 7s. ($1.70) a week for those who have been members for 25 years, 8s. ($1.95) a week if members for 30 years, 9s. ($2.19) a week if members for 35 years, and 10s. ($2.43) a week if members for 40 years. This superannuation benefit has been steadily growing in the union, considered as a whole, from 2s. 3¼d. ($0.55) per member in 1860, and 5s. 2¼d. ($1.26) in 1870, to 9s. 4½d. ($2.28) in 1880, 12s. 7d. ($3.06) in 1890, and 14s. 11½d. ($3.64) in 1897. The accident benefit for those permanently disabled is £100 ($486.65), and the benefit for loss of tools is not exceeding £10 ($48.67) for full members. The funeral benefit for full members is £12 ($58.40).

It will be noticed that these two English unions do not give large death benefits, as do many American unions. The steady growth of the superannuation benefit indicates the probable rise that American unions will experience in their death benefits with the increasing age of their members.

In addition to the 6 large unions whose benefit features have just been described, data were obtained from 16 other unions whose benefit features are fairly developed. A brief statement for each of these unions follows. For purposes of comparison the membership in 1893 and 1898, or as near those years as possible, has been given:

JOURNEYMEN BAKERS AND CONFECTIONERS' INTERNATIONAL UNION OF AMERICA.

This union was organized January 13, 1886. The membership was 13,500 in 1892 and 4,850 on April 1, 1898. For the year ending April 30, 1898, the expenditures for strikes amounted to $754; for sick benefits, $391.24, and for death benefits, $343.48. From April 1, 1891, to March 31, 1896, $38,031 was spent on labor disputes, $10,815 was donated to organizations in need, and only $250, representing the amount paid in 1895–96, was given for sick benefits.

JOURNEYMEN BARBERS' INTERNATIONAL UNION OF AMERICA.

Organized December 7, 1887, this union had about 400 members January 1, 1893, and 3,600 members May 1, 1898. During the year ending December 31, 1897, $4,700 was spent for sick benefits and $125 donated to strikers in other organizations. A death benefit of $50 is paid by the union, and a sick benefit of $5 per week for 16 weeks in any one year. During the years 1894 to 1896 the sick benefits amounted to $4,960; death benefits, $200; other forms of relief, $25, and donations to organizations in distress, $15.

INTERNATIONAL BROTHERHOOD OF BLACKSMITHS.

The organization of this brotherhood was effected in May, 1891. The membership numbered 1,200 in 1893 and 300 on July 1, 1898. For the year ending June 30, 1898, the expenditures for strikes were $109; sick benefits, $100, and death benefits, $1,821.65. All the locals, however, did not report the amount paid for sick benefits. The brotherhood pays a benefit of $75 on the death of a member, and $50 on the death of a member's wife. There is also a superannuation benefit paid to members of 20 years' standing and at least 60 years of age, consisting of the proceeds of an assessment of $1 on every member. The secretary of the brotherhood writes:

Our death benefit feature has a tendency to discourage on account of high assessments. The smallness of our membership, of course, caused this, as each had to pay an equal share toward its maintenance. We are about to suspend it until we have a membership to warrant its further continuance.

NATIONAL COTTON MULE SPINNERS' ASSOCIATION OF AMERICA.

This association, organized December 19, 1889, had 1,200 members in January, 1893, and 2,600 on January 1, 1898. The benefit expenditures during 1897 were $3,600 for sickness, $850 for death, $25,000 for out-of-work benefits, and $1,000 for donations to those on strike in other organizations. Of the $3,600 designated as sick benefit, $600 was for the relief of injured persons. From October 1, 1891, to September 30, 1896, the strike benefit was $2,380.75; traveling benefit, $376.50; tool insurance, $50; and funeral benefit, $100.

CORE MAKERS' INTERNATIONAL UNION OF AMERICA.

The date of organization of this union was December 18, 1896. On January 1, 1898, the membership was 800, and one year later, 1,430. In a convention held September 19, 1898, the union voted to establish relief for the injured, insurance for widows and children of deceased members, and an out-of-work benefit of $2.50 a week. During the year ending December 18, 1898, $675 was spent on strikes, $180 on relief of injured, and $175 on insurance or aid to widows and children. The secretary writes that the union intends to pay a uniform sick and death benefit after July 1, 1899.

GLASS BOTTLE BLOWERS' ASSOCIATION OF THE UNITED STATES AND CANADA.

Originally founded in 1853, this association was reorganized in 1863. The membership is reported to have been about 3,000 on January 1, 1898, and to have varied from 2,500 to 3,500 during the four years immediately preceding that date. During the year ending June 30, 1898, $4,000 was spent for aid to those out of work and $14,000 as insurance

to widows and children of members. The death beneficiary department, so called, pays $500 in case of death, obtaining the same by 25-cent assessments of all the members. Since this department was established, September 1, 1891, $90,000 has been spent for death benefits. The management expenses were $13,000 from July 1, 1897, to June 30, 1898. A special fund of $100,000, or over $30 per member, is being accumulated, apparently for defense purposes, by an assessment of 1 per cent on all moneys earned by members at their trade. The secretary of the association, writing of their $500 death benefit, says:

This has been one of the best features ever adopted. It has had a great tendency to keep our members in good standing, and has been beneficial in many ways.

GRANITE CUTTERS' NATIONAL UNION.

On March 10, 1877, this union was organized, and the number of members was 9,500 January 1, 1893, and 9,765 January 1, 1898. During 1897, $25,000 was expended for strikes and $9,500 for death benefits. During the years 1891 to 1896 the union spent $175,342.38 for trade disputes, $50,245 for death benefits, and $12,818.37, for traveling loans.

IRON MOLDERS' UNION OF NORTH AMERICA.

This union was founded July 5, 1859. In 1893 the membership was 20,000, and on January 1, 1897, 23,000. For the year ending December 31, 1897, the expenditures were $48,033.88 for strikes, $36,765 for sick benefits, and $8,834.50 for death benefits, including relief to widows and children of members. Death and total disability benefits have been given since 1880, sick benefits since 1895, and out-of-work benefits since October, 1897. Locals usually have death benefits of from $30 to $250. From 1891 to 1896 the total strike benefits amounted to $246,375.94 and the death benefits to $74,000. The president of this union writes:

We believe the beneficial features of a trades union tend to maintain the interest of its members and certainly prove an attraction to those of the craft still on the outside. In times of depression a greater effort is made to keep in good standing. It makes a more compact body, less liable to striking fluctuations in membership in sympathy with good or bad times.

This union allows a sick benefit of $5 a week for 13 weeks, and a death benefit and permanent disability benefit of $100, while the local unions relieve all further cases in need.

UNITED BROTHERHOOD OF LEATHER WORKERS ON HORSE GOODS.

This brotherhood was organized January 1, 1896. On June 1, 1898, the membership was 475. During the year ending May 31, 1898, $350 was expended for sick benefits, $150 for strikes of other unions, and

$1,175.34 for management and other expenses. The sick benefit is $5 a week for 13 weeks in any one year, and the death benefit $40 after 1 year's membership, $60 after 2 years, $100 after 4 years, $200 after 5 years, and $300 after 8 years.

The secretary-treasurer of the brotherhood writes:

The benefit features of our organization are all that hold us together, as the mechanics want value received for the money paid as dues. * * * We have never had a strike or lockout, but have increased our wages 15 per cent. Our members have not applied for traveling benefits, as they are fortunate enough to have work all the time. We are organized on a basis of high dues [25 cents a week], as we call them, but they are not considered high compared with the benefits our members receive and the reserve fund we have established. An organization without a good reserve fund is helpless in case of strikes or lockouts. The great feature of our organization is, we make no assessments on our members, thereby assuring them immediate financial protection, without delay, from our reserve fund.

BROTHERHOOD OF PAINTERS AND DECORATORS OF AMERICA.

The organization of this union was effected March 15, 1887. There were 8,000 members in 1893 and 5,500 on January 1, 1897. About $2,500 was expended in 1897 for strikers in other organizations and $2,875 for death benefits. A person entering at not over 50 years of age and in good health is entitled to a permanent disability benefit of $50 after a membership of 6 months, $100 after 1 year, and $150 after 2 years. On his death his heirs receive $50 if he has been a member 6 months, $100 if 1 year, and $150 if 2 years. If a member's wife is in good health when he joins the union he receives $25 in case of her death, provided he has been a member 6 months, and $50 if he has been a member 1 year. Regarding the benefit features of this organization, the secretary writes: "During the depression our benefits surely kept us together."

PATTERN MAKERS' NATIONAL LEAGUE OF NORTH AMERICA.

Organized May 18, 1887, the membership of this union was 1,005 on January 1, 1893, and 913 January 1, 1897. The strike benefit for the year ending April 30, 1898, was $1,921.50. The league provides tool insurance for those willing to pay for it. This feature has been in operation since June, 1889. From May 1, 1892, to April 30, 1896, the tool insurance, which was taken advantage of by 600 members, amounted to $761.71. During the same period the strike benefit was $2,754.20. In accordance with the new constitution, which took effect October 1, 1898, any one under 45 years of age, if a member for 52 consecutive weeks, is entitled to a sick benefit of $6.35 weekly, less the dues, but nothing unless sick for 2 weeks. If between 45 and 50 when

joining, a member is entitled to one-half the sick benefit, and if still older on joining he has no claim upon the benefit, which can not extend, in any case, over 13 weeks in 12 months, although during a longer sickness a member is excused from paying dues. A member can not receive an aggregate of more than $156 for sick benefits during his entire membership of the union, and nothing if the disease or infirmity was acquired before joining. A member is also entitled to death benefits according to the length of his membership, as follows: After 1 year, $50; after 2 years, $75; after 3 years, $100; after 5 years, $150; after 7 years, $200; after 9 years, $250; after 11 years, $300; after 13 years, $350; and after 15 years, $400. The money must be paid within 24 hours after proof of death. The benefits are to be paid by special assessment unless the reserve fund exceeds $20 per member, in which case one-half of the benefit comes from this fund. By making special payments one can also secure tool insurance of $25 to $150, as desired. This fund is kept separate from the other funds.

The secretary-treasurer writes that the locals in New York, Philadelphia, Pittsburg, Chicago, and St. Louis that were conspicuous for paying benefits "always were prosperous compared with those not paying; hence in June last, at our eighth session, new laws providing for benefits were adopted."

SAILORS' UNION OF THE PACIFIC.

This union was founded March 6, 1885. The membership January 1, 1893, was 2,706, and January 1, 1898, it was 1,471. In 1897 $750 was spent for shipwreck benefit and $310.45 for the relief of the sick and burial of the dead. The union is strictly a local for the Pacific coast, affiliated with the National Seamen's Union of America, but in the extent of country it covers it is so analogous to a national body that it is so treated here.

JOURNEYMEN TAILORS' UNION OF AMERICA.

The organization of this union was effected August 12, 1883. On January 1, 1893, the membership was 7,000, and on July 1, 1897, 5,683. For the year ending June 30, 1897, the strike benefits amounted to $4,057, and the death benefits were $5,826.85 for members and $1,123.70 for members' wives. There is a funeral benefit of $25 after a membership of 6 months, $40 after 1 year, $50 after 2 years, $60 after 3 years, $75 after 4 years, and $100 after 5 years. The constitution provides that after January 1, 1898, no widows shall be allowed to come into benefit, but those admitted before that time are to continue to have death benefits of $25 after membership of 6 months, $40 after 2 years, and $50 after 3 years, such benefits to be paid to their heirs. The strike benefit is $6 per week for each member engaged. From July 1, 1893, to June 30, 1897, the strike benefits paid to members amounted

to $40,051. Funeral benefits in that time amounted to $29,294.55 for 326 members, and $10,603.70 for 163 members' wives. This benefit system began April 1, 1890.

NATIONAL TOBACCO WORKERS' UNION OF AMERICA.

This union was organized December 5, 1894. The membership in November, 1898, was 5,000. During the year ending June 30, 1898, $16,251.66, or 40 per cent of the total receipts of the national body, was expended for sick and death benefits. The sick benefit is $3 a week for 13 weeks during a single year. If sickness or disability continues for 3 weeks or more, full benefits are paid from the date of report of the sickness to the local union. Otherwise no benefit is given for the first week. Each local must have a resident practicing physician on a time contract to visit and report whether members claiming to be sick are so or not. The benefits from locals for the year ending June 30, 1898, were $13,651.66 for sickness and $2,600 for death, while $13,741.95 went to the national organization.

INTERNATIONAL WOOD CARVERS' ASSOCIATION OF NORTH AMERICA.

Organized in 1883, the membership of this association was 1,800 in 1893, and 830 on April 30, 1898. A benefit of $50 is paid on the death of a member. The total death benefits paid from January 1, 1897, to May 11, 1898, amounted to $1,850. Tool insurance, not to exceed $30, is provided for. Only a national convention or a vote of all the locals can authorize the spending of the funds of the national body for strikes. The strike benefit is $6 a week for single men and $8 a week for married men. The union numbered only 700 in 1897.

AMALGAMATED WOOD WORKERS' INTERNATIONAL UNION OF AMERICA.

This union was formed January 1, 1896, from the International Furniture Workers, organized in 1873, and the Machine Wood Workers, organized in 1890. In December, 1892, the original unions together had 2,200 members. On January 1, 1898, the present union had 5,520 members. During the year ending December 31, 1897, the expenditures for strikes were $620, and for death benefits $375. In addition to these amounts, the locals paid $2,500 for relief features. The national body pays a death benefit of $75 after 6 months' membership, and a total disability benefit of $250 after 1 year's membership, while most of the locals pay sick and accident benefits of from $3 to $5 per week. From January 1 to November 9, 1898, the organization, because of a very extensive strike, paid about $12,000 for strike benefits and $1,000 for disability and death benefits. During the 5 years, 1891 to 1895,

inclusive, the two unions that subsequently united to form the amalgamated union expended $14,016.81 for trade disputes, $17,091.71 for sickness, $7,890 for death of members, $2,355 for death of members' wives, and $3,933.07 for tool insurance. The total expenditure for benefits, aside from strikes was therefore $31,269.78.

The total membership of the 22 unions that have been described was 163,703 at the latest date for which figures were obtainable, which in most cases was some time in the year 1898. Omitting those unions whose membership is not at hand for 1893, the remaining unions had a total membership in 1898, or thereabouts, of 154,595 as compared with a membership in 1893, or near that time, of 185,456. The success of these organizations in keeping up their membership so well during the severe depression from 1893 to 1897 is attributed by many of the officials to their benefit features.

These national bodies reported strike expenses for the latest dates given, 1897 or 1898, of $135,048.76, together with $3,775 donated to other organizations. The total sick benefits amounted to $185,090.64; death benefits, $180,834.71; other benefits, $237,623.25. The total benefits other than for strikes were thus $603,548.60 as compared with $138,823.76 expended for trade disputes. The United Brotherhood of Carpenters and Joiners of America reported benefit features for 2-year periods only, and in making up the totals just given one-half the total for the 2 years ending June 30, 1898, has been used for this union as approximately true for the year ending on that date. For the Sailors' Union of the Pacific, $310.45 was reported for the relief of the sick and burial of the dead. This has been placed under the head of death benefits.

A union not mentioned above, the American Flint Glass Workers, assessed its members 10 cents each on the death of a member, so as to pay his heirs $500 within 30 days. The balance of the assessment, if any, went into the national burial fund. But this benefit was discontinued in January, 1897. The reasons for this, given in the annual report of the secretary, in July, 1897, were the neglect of some of the locals to collect the assessments, which caused many complaints from the heirs of the deceased members, and the great antagonism to the law on the ground that it was "foreign to the objects" of the association. That the "objects of the association" are quite different from insurance is evidenced in the fact that the membership, averaging about 7,500, paid for strikes from 1893–94 to 1897–98 $1,101,944.70, or an average of $220,388.94 per year. The amounts by fiscal years were as follows:

1893–94	$186,622.15
1894–95	277,111.93
1895–96	294,530.48
1896–97	183,578.94
1897–98	160,101.20
Total	1,101,944.70

As the secretary reports that only a little more than one-half the members on the average have been employed during that time, those at work had to pay somewhat over $1 a week for strike assessments, which is probably unequaled in the history of the American labor movement. The average weekly earnings for the 52 weeks ending May 31, 1897, amounted to $7.48 per week, or, for those actually at work, perhaps twice that.

One of the advantages enjoyed by this union, as a reward, probably, for its hard struggles, has been a 6 weeks' vacation during the summer season, when glass making is especially exhausting.

Many of the locals of this union appear to have sick and death benefits.

Only the recent origin of many of our American organizations and the intensity of their struggle thus far with their employers has prevented the adoption of benefit features by more national unions. Mr. Henry White, of the United Garment Workers of America, thus writes:

In all cases benevolent features have helped to tide over dull times, have bound the members more firmly together, have introduced more businesslike methods, and served to make the unions more guarded when threatened with strikes. Some of the local unions composed of girls have found the benevolent system to be of decided advantage, notwithstanding the nature and frequent indisposition of women. Such unions have had to make the weekly benefits smaller. At the present rate of progress every one of the local unions will soon adopt the benefit plan.

The attitude of some of the other unions is well expressed in the letter of the secretary-treasurer of the United Association of Journeymen Plumbers and Gas Fitters, who says that the lack of benefit features in his union "is regretted by a very large minority, if not a majority, of our members. Nearly all of our local unions pay more or less benefits."

Reports were received from 8 national unions, besides the ones already described, each of which possessed at least one national benefit feature aside from the strike benefit, although the greater part of the relief work is left to the locals. A brief statement is given for each of these unions.

ATLANTIC COAST SEAMEN'S UNION.

This union was organized in November, 1889, and the membership in 1893 was 1,500. In October, 1898, this had decreased to 218. During the year ending September 30, 1898, the death benefits amounted to $39.85 and the sick benefits to $12.52. The union also pays a shipwreck benefit, but nothing was reported under this head during the year. Although affiliated with the International Seamen's Union of America, this organization is in many respects itself a national body, having locals at New York, Providence, and Boston.

ELASTIC GORING WEAVERS' AMALGAMATED ASSOCIATION OF THE UNITED STATES.

The membership of this association was 323 on January 1, 1893, and the same number is reported for January 1, 1898. The organization was effected March 26, 1885. During 1897 death benefits amounting to $300 were paid. The death or funeral benefit of $100 was introduced in 1894, and up to September, 1898, 13 claims, or $1,300, had been paid. The expense of strikes in 1892 was $9,821; in 1893, $5,548.25; in 1894, $1,579, and in 1895, $30. In 1896 and 1897 there were no expenditures for strikes by the national body, but in 1897 $155 was donated to strikers of other organizations. Of the total workers at this trade, 95 per cent are said to be members of this union. A member working less than 25 hours a week is exempt from payment of dues for that week, and is required to pay only one-half the regular dues if working less than 36 hours in a week.

NATIONAL BROTHERHOOD OF ELECTRICAL WORKERS OF AMERICA.

Organized November 28, 1891, the membership of this brotherhood was 3,300 in July, 1893, and 3,000 in January, 1898. For the year ending September 30, 1898, the expenditure for death benefits was $900 and for strikes $800. From November 1, 1891, to September 30, 1898, the national body spent $9,100 for strikes and $7,000 on the deaths of members and their wives. The locals pay sick benefits.

UNITED HATTERS OF NORTH AMERICA.

This association was organized in 1885 and had a membership of 7,000 in 1893 and 6,000 in 1898. The death benefits in 1897 amounted to $750. All benefits, even death, are paid by locals, but the national body pays a death benefit of $75 for those holding traveling cards and not belonging to any local at time of decease.

INTERNATIONAL ASSOCIATION OF MACHINISTS.

The membership of this association, which was organized May 4, 1888, was 10,000 on January 1, 1894, and 22,000 on April 1, 1898. The strike benefits during the year ending March 30, 1898, amounted to $4,428 and there were donations of $4,269.64 to strikers of other organizations, making a total expenditure on trade disputes of $8,697.64. On April 1, 1898, a death benefit of $50 was introduced and other national benefits are hoped for by the management. During the two fiscal years ending March 30, 1897, the local unions spent $15,864.19 on trade disputes, $12,604 for out-of-work benefits, $9,750 for sick benefits, and $6,124 on loans to those traveling in search of work. The total for the last three benefits was $28,478, or nearly twice the expenditures for strikes.

MEAT CUTTERS AND BUTCHER WORKMEN OF NORTH AMERICA.

This association was organized January 26, 1897, and had a membership on July 1, 1898, of 4,000. The death benefits paid during 1897 amounted to $560 and $100 was donated to strikers of other organizations.

METAL POLISHERS, BUFFERS, PLATERS, AND BRASS WORKERS' UNION OF NORTH AMERICA.

Organized in 1890, the membership was 2,000 in 1893 and 7,000 on January 1, 1897. The strike benefits during 1897 amounted to $8,000. A national death benefit of $100 was introduced in June, 1898.

QUARRYMEN'S NATIONAL UNION OF THE UNITED STATES OF AMERICA.

The organization of this union took place August 11, 1890. On April 1, 1893, the membership was 4,500. In 1894 it decreased to 300, but had increased again to 2,000 in September, 1898. During the year 1897–98 the strike benefits amounted to $1,500 and the death benefits, $250. An insurance plan for the entire union was about to be organized in September, 1898.

The membership of the eight unions, for which statements have just been given, was 44,541 in 1898, or thereabouts. The seven organized prior to 1893 had 28,623 members in 1893, or about that time, and 40,541 in 1898, or thereabouts. During the latest annual period for which figures were given these national unions spent $2,799.35 for death benefits, as compared with $14,728 of direct expense for trade disputes and $4,524.64 for donations to strikers of other unions.

The present investigation has brought to light 31 unions having national benefit features. Thirty of these unions had a membership of 208,244 at the latest date available, 1897 or 1898. If to this be added the 78,741 members of the railroad brotherhoods, shown in the Bulletin of the Department for July, 1898, to be insured through their national organizations, a total is reached of 286,985 members of trade unions having national benefits. The contrast is very marked between this situation and that revealed in the census of 1880, when, as already shown in this article, only 5,590 members of four American organizations were in receipt of other than strike benefits from their national bodies.

Some of the other existing national bodies that have not been reached in this investigation may have national benefit features, while still others report a growing desire for them, and a prospect of the adoption of such benefits within a few years. Such a view, for example, has been expressed by the officials of the Boiler Makers and Iron Ship Builders, the International Union of Bicycle Workers, and the International Union of Journeymen Horseshoers of the United States and Canada.

Many of the national unions report that they collect no data relative to the expenditures of their local branches, although nearly all such branches are known to spend a large percentage of their receipts in various forms of relief. The local bodies, indeed, appear to have adopted relief features far more universally than have the national bodies, and to devote a larger proportion of their funds thereto.

One of the largest local branches of a national body in America is the United Order of American Bricklayers and Stone Masons, of Chicago, being Local No. 21, of the Bricklayers and Masons' International Union of America. This local union, which had 3,241 members, spent during the year ending June 30, 1897, $5,365.23 for 37 death benefits, at an average of $145 each. Nearly all the benefits were $150. It also spent $2,472.50 for 124 sick benefits, varying from $5 to $77.50 each, the average being $19.94. The benefit in case of injury is $5 per week for three months, and then if the member has not recovered it is $2.50 per week for an additional three months, and after that he receives the sum of $25 if still unable to work. The death benefit is $150, but if there are no direct heirs the undertaker's bills, not to exceed $100, are paid, and the rest of the $150 reverts to the union. Nothing was spent for strikes in 1896–97.

Another similar organization is the Amalgamated Association of Clothing Cutters and Trimmers of New York and Vicinity, which is Local No. 4 of the United Garment Workers of America. From January 1, 1894, to August 1, 1898, this New York union spent for sick and death benefits $3,398.22, and had on hand a balance in this fund of $3,158.50. Fifteen per cent of the dues goes to the death benefit fund and 15 per cent to the sick fund. Twenty-five per cent of the $10 initiation fee also goes to the death benefit and another 25 per cent to the sick benefit fund. In order to get the advantage of this fund a member must get a physician's certificate of good health before joining the union. The sick benefit of $5 a week for a period not exceeding 10 weeks in 1 year, 15 weeks in 2 years, 18 weeks in 3 years, and 20 weeks in 4 years, is only paid to those who are between 18 and 35 years of age at joining. If one is between 35 and 45 years at that time the benefit is only one-half of those just mentioned. If 45 or over upon entering the union the sick benefit is only 3 weeks in one year, 4 weeks in 2 years, 5 weeks in 3 years, and 6 weeks in 4 years. One may be admitted to the union even if adversely reported upon by the physician selected for the purpose, but in that case can get only 1 week's sick benefit a year and no death benefit. No sick benefit is granted unless the sickness lasts a week and is not caused by intemperance or other immoral conduct, and provided membership in the union has been continuous for 6 months. The death benefit likewise varies with age at entrance. For those between 18 and 35 years at joining, and who have been in good standing continuously for one year, this benefit is $100. After 3 consecutive years of membership it is $150, and after 5 years $200. For those between 35 and 45 at entrance

the death benefit is just half of those just given. For those 45 years of age or over on joining the union this benefit is only one-quarter as much as for those joining between the ages of 18 and 35. In lieu of this benefit the local simply buries a member if he has no relative. Three other local branches of the Garment Workers, Locals 5 and 28 in Brooklyn and Newark, and 127 in Indianapolis, have succeeded with a similar plan of benefits. The latter local, however, composed mostly of girls who are overall workers, has lower dues and benefits.

As the author wrote 10 years ago, "Death benefits may continue largely the province of the present insurance companies, but where these companies refuse to assume the extra risks of such hazardous employments as mining and railroading, the trade societies are under imperative obligations to insure their members. The same may be said of accident benefits. Assistance to those out of work from any good cause, and to those unable to travel in search of work, or to the sick, the so-called out-of-work, traveling, and sick benefits, can only be given by societies whose members know each other individually, work by each other's side, and are personally interested in detecting all shamming which would deplete the common funds."

Respecting death benefits the unions can learn much from a study of fraternal associations, which contain approximately 2,500,000 members, for the most part wage earners, in the United States. The protection in force December 31, 1896, in 40 of these associations, with 1,732,230 members, was $3,259,128,950, or $1,881 a member. Of these associations, the 11 oldest, with an average age of 17 years, lost 11.5 per cent in membership in 1896 because of the excess of deaths and lapses above the gains of new members. On the other hand, the remaining 29 organizations, with an average age of 11.5 years, gained 13.1 per cent. The average mortality of the 11 above referred to varied from 11.7 in 1892 to 16.4 per thousand members in 1896. (*a*) Where the membership has remained stationary or has declined, the growth in the death rate has been alarming. For example, the Order of Chosen Friends had a membership of 31,098 in 1887, and a death rate of 10.1 per 1,000; in 1897 the membership was 24,443 and the death rate 17.6. The Knights of Honor had a membership of 124,547 in 1887, and a death rate of 12.9 per 1,000; in 1897, a membership of 89,679, and a death rate of 23. The American Legion of Honor had 62,111 members in 1887, and a death rate of 11.8 per 1,000; in 1897 it had 21,315 members and a death rate of 28. New orders, with a death rate for a time below 7 per 1,000, and consequently with low assessments, tend to attract the best blood of the old organizations, and threaten disruption to some of them unless they are able to change their methods, as some are attempting to do.

a These facts are given in the Proceedings of the National Fraternal Congress of 1897, pp. 88–100, or computed therefrom, and from the statistics of fraternal associations annually issued by the Leavenworth Publishing Company, of Detroit.

The problem is not so serious a one to the trade unions as long as the death benefit is not their chief factor in drawing or retaining members. But it is being discovered that the death rate tends to increase with the age of the unions having such a rate, and that the systems of assessment for deaths will have to be strengthened to prevent this benefit becoming too serious a burden.

In fact, two great problems confront the trade unions: (1) The separation, as among the Locomotive Engineers, of the insurance funds from the other funds, so as to guard the former more carefully, and (2) such changes in the methods of assessment as to meet the certainty of increasing mortality with the increasing age of the members. It is discovered that lapses from the unions are as serious a hindrance to their growth as they are in the regular insurance organizations. If the unions could retain all who ever join them they would dominate far more trades than at present.

To solve these problems of trade union lapses, it is recognized that far more attention will have to be paid to the financial and insurance features than at present. The machinists are soon to consider the proposition of giving less insurance with advancing age at entrance. For example, one joining the union at 25 might be insured for $2,000, and one joining at 45 for $400, though paying the same assessment. How some of the branches of the United Garment Workers of America make their sick and death benefits vary with age at entrance has already been described.

The Cigar Makers, as elsewhere shown, do not allow any out-of-work and sick benefit, nor more than $50 death benefit to those over 50 years of age at entrance. To others a death benefit is given of $200 to $550, according to length of membership. The United Brotherhood of Carpenters and Joiners allows no disability benefit and only $50 death benefit to those over 50 at entrance, while it allows those entering under that age a death benefit of $100 to $200 and disability benefits of $100 to $400.

Other plans under consideration among the unions look to the same insurance for all, but with the assessments varying with the age at entrance. None of the unions seems prepared for increasing death assessments with increasing age of each member, the natural or step-rate plan advocated by some insurance experts. There is growing recognition, however, of the value of such large reserve funds as are possessed by the many English and some American unions, notably the Cigar Makers. Society does not yet adequately appreciate the benefit features of the unions. Those engaged in the relief of the unemployed realize it most fully. The chairman of such relief work in Chicago during the severe season of 1893–94 reported that not a single member of a trade union in that city applied for aid to the city or to the charity or philanthropic organizations at a time when thousands of honest workmen had to be helped by one or the other of these agencies.

THE NEGRO IN THE BLACK BELT: SOME SOCIAL SKETCHES.

BY W. E. BURGHARDT DU BOIS, PH. D.

The studies of Negro economic development here presented are based mainly on seminary notes made by members of the senior class of Atlanta University. These young persons, born and bred under the conditions which they describe, have unusual facilities for first-hand knowledge of a difficult and intricate subject. They are also somewhat more experienced in life than corresponding classes in Northern institutions, being in school for the most part through their own exertions and teaching in various communities in vacation time.

Six small groups, containing a total of 920 Negroes, have been studied, all but one of which are situated in Georgia. The groups, however, differ greatly from each other and are designed to represent the development of the Negro from country to city life, from semi-barbarism to a fair degree of culture. The first sketch, for instance, is of 11 families in a small country district of Georgia, and the second of 16 families in a small village of the same State. Here we get a glimpse of the real Negro problem; of the poverty and degradation of the country Negro, which means the mass of Negroes in the United States. Next our attention is called to two towns, both county seats and centers of trade. To such towns both the energetic and listless class of country Negroes are migrating. In these towns are taken up the condition of 83 families, which are mostly, though not entirely, families of the better class and represent the possibilities of the town Negroes. Finally we consider two groups of 85 families, in two small cities, who represent distinctly the better class of Negroes—the class that sends its children to Atlanta, Fisk, and Tuskegee.

Thus it will be seen that there is here no attempt at a complete study of the Negro in the Black Belt, but rather a series of sketches, whose chief value lies in their local color.

A COUNTRY DISTRICT IN DEKALB COUNTY, GEORGIA.

Seventeen miles east of Atlanta is a small village of less than 500 persons called Doraville; 21 miles southeast is a bit of country without a special name. There are in these two localities between 60 and 75 Negro families, of whom 11 fairly representative ones have been chosen for this study.

In general these Negroes are a degraded set. Except in two families, whisky, tobacco, and snuff are used to excess, even when there is a scarcity of bread. In other respects also the low moral condition of these people is manifest, and in the main there is no attempt at social distinctions among them.

In these 11 families there are 131 individuals, an average of nearly 12 persons to a family. In size the families rank as shown in the following table:

NUMBER OF PERSONS IN 11 SELECTED FAMILIES OF A COUNTRY DISTRICT OF DEKALB COUNTY, GEORGIA, BY SIZE OF FAMILIES.

Size of family.	Number of families.	Number of individuals.
7 persons	1	7
9 persons	1	9
10 persons	2	20
11 persons	1	11
12 persons	2	24
13 persons	3	39
21 persons	1	21
Total	11	131
Average		11.9

The fecundity of this population is astonishing. Here is one family with 19 children—14 girls and 5 boys, ranging in age from 6 to 25 years. Another family has one set of triplets, two sets of twins, and 4 single children. The girls of the present generation, however, are not marrying as early as their mothers did. Once in a while a girl of 12 or 13 runs off and marries, but this does not often happen. Probably the families of the next generation will be smaller.

Four of the 11 heads of families can read and write. Of their children, a majority, possibly two-thirds, can read and write a little. Five of the families own their homes. The farms vary from 1 to 11 acres in extent, and are worth from $100 to $400. Two of these farms are heavily mortgaged. Six families rent farms on shares, paying one-half the crop. They clear from $5 to $10 in cash at the end of a year's work. They usually own a mule or two and sometimes a cow.

Nearly all the workers are farm hands, women and girls as well as men being employed in the fields. Children as young as 6 are given light tasks, such as dropping seed and bringing water. The families rise early, often before daylight, working until breakfast time and returning again after the meal. One of the men is a stonecutter. He earns $1.50 a day, owns a neat little home, and lives comfortably. Most of the houses are rudely constructed of logs or boards, with one large and one small room. There is usually no glass in the openings which serve as windows. They are closed by wooden shutters. The large room always contains several beds and homemade furniture, consisting of tables, chairs, and chests. A few homes had three rooms, and one or two families had sewing machines, which, however, were not yet paid for.

These families raise nearly all that they eat—corn, wheat, pork, and molasses. Chickens and eggs are used as currency at the country store to purchase cloth, tobacco, coffee, etc. The character of the home life varies with the different families. The family of 21 is a poverty-stricken, reckless, dirty set. The children are stupid and repulsive, and fight for their food at the table. They are poorly dressed, sickly, and cross. The table dishes stand from one meal to another unwashed, and the house is in perpetual disorder. Now and then the father and mother engage in a hand-to-hand fight.

In some respects this family is exceptionally bad, but several others are nearly as barbarous. A few were much better, and in the stonecutter's five-room house one can find clean, decent family life, with neatly dressed children and many signs of aspiration. The average of the communities, however, was nearer the condition of the family first described than that of the latter one.

In religion the people are sharply divided into Baptists and Methodists, who are in open antagonism, and have separate day schools. The Baptists are the more boisterous and superstitious, and their pastor is ignorant and loud-mouthed, preaching in his shirt sleeves and spitting tobacco juice on either side of the pulpit as he works his audience up to the frenzy of a "shouting." Outside the churches there is a small, women's beneficial society for sickness and death, under the presidency of the stonecutter's wife. Many of the members are in arrears with their payments. There is also a lodge of Odd Fellows. The schools run only 3 months in the year, the wretched schoolhouses and the system of child labor preventing a longer term.

On the whole, a stay in this community has a distinctly depressing effect. There are a few indications of progress, but those of listlessness and stagnation seem more powerful.

A SMALL VILLAGE: LITHONIA, DEKALB COUNTY, GA.

Lithonia is 24 miles east of Atlanta, and has a population of perhaps 800. There are in the town two dry goods stores, a drug store, three grocery stores, a barber shop, and a millinery shop conducted by white persons, and a blacksmith shop and a barber shop conducted by Negroes. Nearly all the workingmen of the town are employed in the three rock quarries, which furnish the chief business of the village. The Negro stonecutters here used to earn from $10 to $14 a week, but now they receive from $5 to $8.50 a week. There are many "scabbers" outside the union who work for still less. They now include the majority of the Negro laborers. Some Negroes are also employed in domestic service and at the large boarding house.

Less than a dozen homes are owned by the Negroes; they rent for the most part small, two-room tenements, at $4 a month. The whites have a private and a public school, giving them a term of 8 or 9 months. The Negro schools are divided into a Methodist and a Baptist school,

each of which has a term of 3 months. The school buildings are old and dilapidated and scarcely fit to teach in; they will not accommodate nearly all the Negro children of school age.

Sixteen of these Negro families have been especially studied; they represent the average of the village. The families by size are shown in the following table:

NUMBER OF PERSONS IN 16 SELECTED FAMILIES OF LITHONIA, GA., BY SIZE OF FAMILIES.

Size of family.	Number of families.	Number of individuals.
2 persons	1	2
4 persons	1	4
5 persons	4	20
6 persons	4	24
7 persons	3	21
9 persons	1	9
10 persons	1	10
11 persons	1	11
Total	16	101
Average		6.3

The next table shows the number of persons in these families, by age and sex:

NUMBER OF PERSONS IN 16 SELECTED FAMILIES OF LITHONIA, GA., BY AGE AND SEX.

Age.	Males.	Females.	Total.
Under 15 years	21	21	42
15 to 40 years	27	20	47
40 years or over	5	7	12
Total	53	48	101

Most of these persons were born in the State; 6 were born in Virginia, 6 in Alabama, and 3 in South Carolina. Of those 10 years of age or over, 8 out of 63, or 13 per cent, were illiterate.

Six of these families owned their homes. The following table shows the condition of each family:

CONDITION OF 6 SELECTED FAMILIES OWNING HOMES IN LITHONIA, GA.

Family number.	Size of family.	Rooms in house.	Wage earners in family.	Occupation of wage earners.	Wages per week.	Weeks employed per year.	Yearly wages of wage earners.	Yearly earnings of families.
1	5	3	3	Stonecutter...	$8.50	48	$408	$752
				Stonecutter...	5.00	48	240	
				Hotel waiter..	(a) 2.00	52	104	
2	11	4	5	1 drayman	(b)	(b)	c 250	c 550
				4 farm hands..	(b)	(b)	d 300	
3	6	3	1	Stonecutter...	e $15.00 to 20.00	(b)	200	200
4	6	2	1	Stonecutter...	f 5.00	(b)	200	200
5	6	2	1	Stonecutter...	f 5.00	(b)	200	200
6	5	4	1	Stonecutter...	6.50	48	312	312

a And board.
b Not reported.
c Approximate.
d Approximate total for 4 farm hands.
e Per month.
f Or less.

Besides a house of 3 rooms, family No. 1 owned 6 acres of farm land, and the hotel waiter earned his board in addition to $2 a week wages. Family No. 2 owned a four-room house with a lot 150 by 35 feet. In this family there were 5 daughters, who helped on the farm, besides the 4 male farm hands. Family No. 3 saved from $20 to $30 a year out of earnings of $200. They owned a three-room house and a lot 150 by 50 feet. Families Nos. 4 and 5 each owned a two-room house with lots, and family No. 6 owned a four-room house with a large lot.

The remaining 10 families investigated at Lithonia rented houses, and the size of such houses and the rent paid are shown in the following table:

RENT PAID BY 10 SELECTED FAMILIES RENTING HOUSES IN LITHONIA, GA., BY SIZE OF HOUSES.

Size of house.	Rent paid per month.	Families renting.
2 rooms	$4.00	5
2 rooms	(a)	1
3 rooms	4.00	1
3 rooms	4.50	1
3 rooms	5.00	1
4 rooms	5.00	1

a Two bales of cotton per year.

In these 16 families there is an average of $2\frac{3}{4}$ rooms to a family and a little over 2 persons to a room. The following table presents the 16 families by size of family and classified income:

CLASSIFIED INCOME OF 16 SELECTED FAMILIES OF LITHONIA, GA., BY SIZE OF FAMILIES.

Income per family.	Families of—								Total families.
	2 persons.	4 persons.	5 persons.	6 persons.	7 persons.	9 persons.	10 persons.	11 persons.	
Under $200	1		1	1	1		1		5
$200 to $300			1	3					4
$300 to $400		1	1		1				3
$400 to $500					1	1			2
$500 or over			1					1	2
Total	1	1	4	4	3	1	1	1	16

The morals of the colored people in the town are decidedly low. They dress and live better than the country Negroes, however, and send their children more regularly to school. The union stonecutters are nearly all members of a local branch of the Odd Fellows. The women have a beneficial society. There are three churches—two Baptist and one Methodist—whose pastors are fairly intelligent. (a)

a The data on which the two studies on conditions in a country district in Dekalb County and in the small village of Lithonia, Ga., are based were furnished by Miss Aletha Howard, a graduate of Atlanta University, who has been the school-teacher in these communities.

A COUNTY SEAT: COVINGTON, NEWTON COUNTY, GA.

Covington is in the center of one of the smaller counties of the State, and is 41 miles southeast of Atlanta. Being the principal town, it carries on an extensive trade, especially on Saturdays, with the people of Newton, Jasper, and Morgan counties. On such days the main square, formed by the intersection of the two principal streets, is filled with country folk, white and black, in all sorts of conveyances, from the carryall to the ox cart. Here they spend their money, make debts, eat, talk, and are happy. Tasting thus the larger life of the town, large numbers of country people are being constantly tempted to leave their farms and move to town. At the same time Covington boys and girls are pushing on to Macon and Atlanta. This immigration to Covington has been greatly stimulated by the recent extension of the Georgia Railway to the town, so that the village of 1,415 persons in 1880 had 1,823 in 1890, and possibly 3,000 in 1898.

The chief business of the town is retailing supplies for the farmers, selling rope and thread, which is manufactured near by, handling and ginning cotton, handling farm products, etc. There are about 50 retail stores.

Between 250 and 300 Negro families live in the town, representing all conditions. From these have been chosen 50 families for the purposes of this investigation. These families represent the better class of Negroes, and are rather above the average for the town. Their condition shows the general development of the more favorably situated Negroes in a thriving country town. At the same time some notice of general conditions has been taken. The 50 families, according to size, are as follows:

	Families.
2 persons	15
3 persons	12
4 persons	9
5 persons	10
7 persons	1
9 persons	1
10 persons	2
Total	50

The total number of members of these families was 188, making the average size of the families 3.76 members. In the following table is shown the number of members of these families, by age and sex:

NUMBER OF PERSONS IN 50 SELECTED FAMILIES OF COVINGTON, GA., BY AGE AND SEX.

Age.	Males.	Females.	Total.
Under 15 years	31	40	71
15 to 40 years	35	37	72
40 years or over	19	26	45
Total	85	103	188

The conjugal condition is shown in the following table:

CONJUGAL CONDITION OF PERSONS 15 YEARS OF AGE OR OVER IN 50 SELECTED FAMILIES OF COVINGTON, GA.

Age.	Males.			Females.		
	Single.	Married.	Widowed	Single.	Married.	Widowed
15 to 40 years	8	24	3	12	25	.....
40 years or over	.....	16	3	4	15	7
Total	8	40	6	16	40	7

In the general Negro population of the town the average family is larger than in these families, still it does not approach the average size of the country families. This is partly because only the smaller families move to the city, and partly because of the postponing of marriage.

There is a public school for Negroes open 9 months in the year. It has 3 teachers and an average of 250 scholars. The male principal receives $50 a month, and his 2 female assistants $30. The schoolhouse is small and in bad repair, but it is expected a new one will be built sometime. Many girls and some of the boys are sent to Atlanta and Augusta to school. The illiteracy among the 50 families does not exceed 10 per cent.

The number of males 10 years of age or over in each of the occupations represented in the 50 families was as follows: Eight porters, 6 teachers, 6 barbers, 5 carpenters, 4 laborers, 3 gardeners, 3 office boys, 2 mail agents, 2 drivers, 2 draymen, 2 grocers, 2 ministers, 2 waiters, 1 bartender, 1 butcher, 1 farmer, 1 quarryman, 1 contractor, and 1 brick mason, making a total of 53 in the various occupations.

Of the females 10 years of age or over there were 11 teachers, 10 seamstresses, 6 cooks, 3 washerwomen, 1 boarding-house keeper, and 1 housekeeper, a total of 32.

Among the mass of the Negro population the distribution of employments is quite different. There is practically no work for colored girls except domestic service, in which consequently most of them are engaged. The majority of the men are laborers, with a sprinkling of artisans and men in higher walks.

COMMON AND DOMESTIC LABOR.—The men are porters in stores, janitors, draymen, drivers, general servants, waiters, common laborers, and farm hands. They usually earn from $10 to $12 a month, besides board, and often help in other ways. The women are employed as cooks, nurses, milkmaids, and general servants. They receive from $4 to $6 a month for cooking, $1.50 to $3 a month for nursing, $1 a month per cow for milking, etc. The number engaged in domestic service is large, but it is an unpopular calling, and those who can possibly escape from it do so. A great many girls and women do day's work for families, such as sewing, washing, scrubbing, etc. They receive 40 to 50 cents a day for this, and one or two meals. Those who

take in washing receive from 60 cents to $1 for a family wash. Female farm hands receive from 35 to 50 cents a day.

THE TRADES.—Among skilled laborers are found a few Negro painters, shoemakers, blacksmiths, brick masons, plasterers, and carpenters, and one wheelwright. Most of these live in the town, although a few live in the surrounding country. White and Negro mechanics work together without apparent friction, and usually receive the same pay.

FARMING.—Four of the town families, besides their regular vocations, conduct farms in the country. Much interest is taken in gardens for family use, and a good deal is sold out of them. Many Negro gardeners earn 50 cents or more a day by taking care of gardens for white families.

BUSINESS ENTERPRISE.—Although few Negroes have ventured into the management of businesses, those that have demand especial attention. Negroes are represented in the following enterprises: Two grocery stores, 2 meat markets, 3 restaurants, 1 watchmaker, 5 contractors in building and painting, and 2 furniture makers. Besides these there are the following artisans, who own their establishments: Four barbers, 4 blacksmiths, and 3 shoemakers.

The grocery stores each do a business of from $20 to $30 a week. At first Negroes did not patronize them much, but now they are beginning to. They are three or four years old. Of the 4 meat markets in the town 2 are conducted by Negroes, and one of these has been in business 13 years. He is the leading meat dealer in the town, furnishing fully one-half the meat consumed; he has driven many competitors out of business, and owns considerable property in town and country. Three of the four restaurants are conducted by Negroes. The most successful is that of a Negro. He has an ice-cream parlor in addition, with separate eating rooms for the two races. He hires 2 men, and is said to have about $8,000 in property. The watch repairer is always busy. The contractors do a great deal of work in the town and surrounding country. The 2 furniture makers build nearly all the coffins used by Negroes. The barbers, blacksmiths, and shoemakers seem to be well patronized. There are no white barbers.

THE PROFESSIONS.—There are 4 Negro preachers. They average about $400 a year and house rent. They have fair English training, but none of them is a graduate of a theological school. In character they are far superior to those in the country districts. A few young women and men teach in the town and in the county schools. The latter schools pay from $15 to $30 a month and run 5 months or less.

The only clerical work of importance performed by Negroes is in the Railway Mail Service, where 2 Negroes have positions gained by civil-service examination. One has had this work 5 years.

UNEMPLOYED AND CRIMINAL CLASSES.—There is a great deal of idleness and loafing, arising partly from the fact that the common work is abundant at certain seasons and scarce at others, and arising, also, in

part from shiftlessness and crime. Many boys and girls become discouraged at the narrow opportunities open to them, and there results emigration, idleness, or vicious habits. On the outskirts of the town are many dives and gambling dens where liquor may be had. Here, especially on Saturday nights, crowds gather and carouse, drunkenness and fighting ensue, and many arrests are made.

The mass of the Negroes are hard-working people with small wages. Many, however, manage to buy homes with their savings. It is interesting to watch the more thrifty. They pay a little each month until a lot is bought; then they build perhaps a single room which stands alone until it is black and weather-beaten; then the frame of a second room is added and pieced up board by board. So the home grows, until after years of toil a house of three or more rooms stands finished. A majority of the better class of Negroes are thus buying property, and a family is considered "low" which is not making some efforts. The yearly income of the mass of Negroes is between $100 and $300. The incomes of the 50 selected families may be estimated as follows:

CLASSIFIED INCOME OF 50 SELECTED FAMILIES OF COVINGTON, GA., BY SIZE OF FAMILIES.

Income per family.	Families of—							Total families.
	2 persons.	3 persons.	4 persons.	5 persons.	7 persons.	9 persons.	10 persons.	
Under $200	4	2	1					7
$200 to $300	6	3						9
$300 to $500	2	3	6	6				17
$500 to $750	1	3	1	3		1	1	10
$750 to $1,000		1	1		1		1	4
$1,000 or over	2			1				3
Total	15	12	9	10	1	1	2	50

The average income of a Negro family of the better class is thus seen to be between $300 and $500. Three typical families will best illustrate this:

The first of these was a family of 5 persons. The annual income was $400. The father was a barber, earning $6 a week. The mother was a seamstress and earned from $1 to $4 per week. Two young daughters were in school, and one child was at home. The family owned their home.

The second family was composed of 4 persons and the annual income was $400. The father, who was a carpenter, worked part of the year at $10 a week. The mother averaged $1 a week from outside work, in addition to her work as a housewife. The family owned their home and had 2 children in school.

The third family comprised 9 persons, had an annual income of $450, and owned their home. The father earned $3 a week as a gardener, the mother $2 a week as a washerwoman, one son $2 a week as a porter, and another son from $2 to $3 a week as a gardener. This family also had 2 daughters and 2 sons in school and one child at home.

The majority of these 50 families own their homes, as is shown in the following table:

HOMES OWNED AND RENTED BY 50 SELECTED FAMILIES OF COVINGTON, GA., BY SIZE OF HOMES.

Homes.	Families occupying homes of—					Total families.
	2 rooms.	3 rooms.	4 rooms.	5 rooms.	6 rooms.	
Owned	9	8	13	9	2	41
Rented	.....	6	1	1	1	9
Total	9	14	14	10	3	50

In the community at large the number of home owners is naturally much less; nevertheless the percentage is considerable. The degree of comfort in the homes can be roughly gauged by a comparison of the size of families with the number of rooms occupied, as shown in the following table:

SIZE OF FAMILIES AND OF HOMES, COMPARED, FOR 50 SELECTED FAMILIES OF COVINGTON, GA.

Size of family.	Families occupying homes of—					Total families.	Total individuals.	Total rooms occupied.
	2 rooms.	3 rooms.	4 rooms.	5 rooms.	6 rooms.			
2 persons	9	6	.....	.....	.....	15	30	36
3 persons	.....	7	5	.....	.....	12	36	41
4 persons	.....	.....	9	.....	.....	9	36	36
5 persons	.....	.....	.....	10	.....	10	50	50
7 persons	.....	1	.....	.....	.....	1	7	3
9 persons	.....	.....	.....	.....	1	1	9	6
10 persons	.....	.....	.....	.....	2	2	20	12
Total	9	14	14	10	3	50	188	184

This table shows that there is an average of nearly 4 rooms to a family and of nearly 1 room to an individual. Among the mass of the population there are still a few one-room cabins. Most of the tenements rented in the town have 2 rooms, and probably the average Negro family occupies 2 or 3 rooms. The houses are all one story, and a common type is that of two rooms united by a hall, and in some cases a small kitchen in the rear. Sometimes a front porch is added.

As a rule the Negroes live in neighborhoods by themselves. In the surrounding country there are many small communities composed entirely of Negroes, which form clans of blood relatives. A few of these settlements are thrifty and neat, but most of them have a dirty, shiftless air, with one-room cabins and numbers of filthy children. Such communities are furnishing immigrants to the town. In Covington there is some tendency among the Negro population to group itself according to social classes. Many streets and neighborhoods are thus respectable and decent, while others are dirty and disreputable.

There are four Negro churches; a beneficial society twenty years old, which owns some property; a lodge of Masons, and one of Odd Fellows.(a)

A COUNTY SEAT: MARION, PERRY COUNTY, ALA.

Marion is in the midst of the Black Belt of Alabama, in a county where the Negroes outnumber the whites 4 to 1. In the town itself, however, the 2,000 inhabitants are about equally divided. Thirty-three of the perhaps 250 Negro families in the town have been chosen for this study. Here, again, these families represent the better class of the community rather than the average. The number of families of each size was as follows:

	Families.
2 persons	1
3 persons	5
4 persons	6
5 persons	11
6 persons	1
7 persons	3
8 persons	2
9 persons	4
Total	33

The average family is 5.3 persons. The age classification of the 175 members is as follows:

NUMBER OF PERSONS IN 33 SELECTED FAMILIES OF MARION, ALA., BY AGE AND SEX.

Age.	Males.	Females.	Total.
Under 15 years	18	22	40
15 to 40 years	46	39	85
40 years or over	22	28	50
Total	86	89	175

Among the persons from 15 to 40 years of age there is a noticeable lack of young people between 20 and 30 years of age, as so many of these have left the town in search of work. As shown in the following table, nearly all of these selected families own their homes:

HOMES OWNED AND RENTED BY 33 SELECTED FAMILIES OF MARION, ALA., BY SIZE OF HOMES.

Homes.	Families occupying homes of—						Total families.
	2 rooms.	3 rooms.	4 rooms.	5 rooms.	6 rooms.	8 rooms.	
Owned	2	15	6	3	1	1	28
Rented		2	2	1			5
Total	2	17	8	4	1	1	33

a The study of conditions in Covington, Ga., is based on data furnished by Miss T. B. Johnson, who was born in the town and has always lived there.

The size of the homes is compared with the size of the families in the following table:

SIZE OF FAMILIES AND OF HOMES, COMPARED, FOR 33 SELECTED FAMILIES OF MARION, ALA.

Size of family.	Families occupying homes of—						Total families.	Total individuals.	Total rooms occupied.
	2 rooms.	3 rooms.	4 rooms.	5 rooms.	6 rooms.	8 rooms.			
2 persons		1					1	2	3
3 persons		1	3	1			5	15	20
4 persons	2	4					6	24	16
5 persons		7	3	1			11	55	38
6 persons			1				1	6	4
7 persons			1	2			3	21	14
8 persons					1	1	2	16	14
9 persons		4					4	36	12
Total	2	17	8	4	1	1	33	175	121

Among the mass of the Negro population there are a number who own their homes. Most of the Negroes live in two-room houses, and a few in one-room cabins.

The occupations of the males 10 years of age or over and the number in each occupation were as follows for the 33 families: Seven farmers, 6 ministers, 5 barbers, 5 carpenters, 4 bakers, 3 masons, 2 undertakers, 2 merchants, 2 clerks, 2 teachers, 1 mail agent, 1 drayman, 1 Government employee, 1 missionary, 1 plumber, 1 porter, 1 sailor, 1 nurse, and 1 gardener, making a total of 47 in the various occupations.

Of the females 10 years of age or over, there were 7 teachers, 2 nurses, 2 cooks, 1 merchant, 1 seamstress, and 1 washerwoman, a total of 14.

Taking a general survey of employments among Negroes, we find in the better-paid vocations 2 blacksmiths, who average from $3 to $5 a day. There were also 2 Negro barber shops, the only ones in town; 2 grocery stores, and a large bakery with a half dozen or more employees and an unusually successful business. One of the black merchants not only owns his store, but rents apartments to a white merchant. There are several carpenters, masons, and other artisans who earn from $1.50 to $2.50 a day.

The mass of the colored folks are farmers, laborers, and servants. The farmers as a rule own their own farms, but they are not generally very successful; they do not seem to know how to manage and economize. The young men are mostly porters, waiters, and farm hands. The young women wash, cook, and nurse. They receive very small wages and spend much of their wages for dress.

Compared with the surrounding county, Marion has good school facilities, and consequently a more favorable rate of illiteracy. Of the 135 persons 15 years of age or over in the selected families 34 were illiterate. Only one of these illiterates, however, was under 40 years of age. The public school is poor, but there are 3 missionary schools, one of which, under the American Missionary Association, is very efficient.

There are 4 churches—Methodist, Baptist, and Congregational. The first two originated in slavery times and were for a long time branches of white churches. The Congregational Church is 30 years old, and the more intelligent Negroes attend it; the majority of the selected families are members. There may be distinguished among Marion Negroes three pretty clearly differentiated classes—the class we have studied; the mass of laborers, servants, and farmers, who are usually good-hearted people, but not energetic nor always strictly moral; finally, the slum elements, among whom sexual looseness, drunkenness, and crime are prevalent. It is appalling to see the large number of young people who drift into this lowest class, some of them being intelligent and well reared. Poor home life is responsible for this. (*a*)

A LARGE TOWN: MARIETTA, COBB COUNTY, GA.

Marietta is situated in a county where one-third of the inhabitants are Negroes. It is a place of something over 4,000 inhabitants, lying in north Georgia, 23 miles northwest of Atlanta. It has a Negro population of at least 1,500, of whom 162 persons, or 11 per cent, composing 40 families, have been selected for this study. They represent, on the whole, the better class. Twenty-eight of the 162 persons, or 17 per cent, can not read or write. The public schools of the town are fair. Some scholars have been sent away to school, 5 have been graduated from the normal course of Atlanta University, 2 from the theological department of the Atlanta Baptist Seminary, and 2 from Tuskegee Institute.

Twenty-six of the 40 families own their homes. Most of these homes have 3 rooms, although they vary from 2 to 7 rooms. The lots are usually large enough for front and back yards. The occupations of the heads of the selected families and the number in each occupation are as follows: Four painters, 4 porters, 4 barbers, 3 drivers, 3 carpenters, 3 hostlers, 3 chair factory employees, 3 teachers, 2 grocers, 2 brick masons, 2 shoemakers, 2 blacksmiths, 2 farmers, 1 laborer, 1 gardener, and 1 butler.

Marietta has a number of industries in which Negroes are employed. Two large chair factories employ colored workmen almost exclusively. The work is light and much of it is done in the homes. The hands earn from 50 to 75 cents a day. There are also 2 marble mills, a paper mill, a foundry, and railway shops where numbers of Negroes work. The chief trades of the Negroes are painting, blacksmithing, bricklaying, and carpentry. There are 2 grocery stores. The proprietors own the buildings and hire no clerks. One of the stores is in the center of the town among the white merchants, and has business enough to employ a delivery wagon. This store does a business of from $40 to $50 a week. The other store, which is out of the business section of the town, does a

a Miss J. G. Childs, a graduate of Atlanta University, furnished data for this study of Marion, Ala. She was born and reared in Marion.

business of from $20 to $25 a week. There are a few farmers on the outskirts of the town who may be included in the town population.

The Negro draymen earn from $4.50 to $5 a week. The mass of the Negroes are laborers earning from 75 to 80 cents a day, or domestic servants.

The average Negro family can live on from $2 to $4 a week. A two-room house rents for from $3 to $4 a month; a three-room house for from $5 to $6. Soft coal costs $3 a ton; wood, $1.75 a cord. Many families raise their own vegetables. Meat sells for from 4 to 10 cents a pound.

There are 3 churches. The Baptist and Methodist ministers are not very well educated, and there is still a demand for noise and demonstation in the services. There is a lodge of Odd Fellows and a beneficial society for women. The latter society owns a large building. In 1897 a weekly newspaper was started; it soon failed, but has recently been revived. The amusements of the people are furnished largely by the churches. The lower elements indulge in dancing and minstrel shows, which are frequently scenes of excess and disorder. (*a*)

A GROUP OF CITY NEGROES IN ATHENS, CLARKE COUNTY, GA.

Athens is a city of 10,000 or 12,000 inhabitants, of whom possibly one-third are Negroes. Of these we notice especially 163 persons, or about 4 per cent, composing 45 families. As in the other cases, they form a small selected group of the better class of colored folks. In size these families range as follows:

NUMBER OF PERSONS IN 45 SELECTED FAMILIES OF ATHENS, GA., BY SIZE OF FAMILIES.

Size of family.	Number of families.	Number of individuals.
1 person	1	1
2 persons	13	26
3 persons	11	33
4 persons	4	16
5 persons	13	65
7 persons	2	14
8 persons	1	8
Total	45	163

a W. A. Rogers, a senior in Atlanta University, furnished the notes for this study of conditions in Marietta, Ga.; he is a native of the town.

This shows a small average family of 3.6 persons. In age and sex these persons range thus:

NUMBER OF PERSONS IN 45 SELECTED FAMILIES OF ATHENS, GA., BY AGE AND SEX.

Age.	Males.	Females.	Total.
Under 15 years	14	17	31
15 to 40 years	40	41	81
40 years or over	25	26	51
Total	79	84	163

Late marriages and the migration of young people would seem to be the cause of the small families. The conjugal condition may thus be tabulated:

CONJUGAL CONDITION OF PERSONS 15 YEARS OF AGE OR OVER IN 45 SELECTED FAMILIES OF ATHENS, GA.

Age.	Males.			Females.			Total.
	Single.	Married.	Widowed.	Single.	Married.	Widowed.	
15 to 40 years	27	13	.....	22	18	1	81
40 years or over	.....	23	2	.....	18	8	51
Total	27	36	2	22	36	9	132

Of the 132 persons, 10 or 15 per cent are illiterate. There are 4 Negro schools in the city. Two are missionary schools and are not very efficient. The 2 public schools, on the other hand, are unusually well conducted.

As shown in the following table, most of these 45 families own their homes:

HOMES OWNED AND RENTED BY 45 SELECTED FAMILIES OF ATHENS, GA., BY SIZE OF HOMES.

Homes.	Families occupying homes of—							Total families.
	2 rooms.	3 rooms.	4 rooms.	5 rooms.	6 rooms.	7 rooms.	8 rooms or over.	
Owned	5	10	5	10	3	2	4	39
Rented	1	.....	.....	3	1	.....	1	6
Total	6	10	5	13	4	2	5	45

The occupations of this little group are as follows for males 10 years of age or over: Six drivers, 5 teachers, 3 barbers, 3 blacksmiths, 3 in United States mail service, 2 waiters, 2 shoemakers, 2 carpenters, 2 tailors, 2 physicians, 2 ministers, 1 office boy, 1 clerk, 1 bookkeeper, 1 merchant, 1 editor, 1 restaurant keeper, 1 real estate agent, 1 pharmacist, 1 plasterer, 1 cook, 1 expressman, 1 farmer, and 1 plumber, making a total of 45 in the various occupations.

Of females in different occupations, there were 12 teachers, 11 washerwomen, 6 seamstresses, 2 boarding-house keepers, and 2 cooks, a total of 33.

The income of these families can be given only approximately; it is about as follows:

CLASSIFIED INCOME OF 45 SELECTED FAMILIES OF ATHENS, GA., BY SIZE OF FAMILIES.

Income per family.	Families of—							Total families.
	1 person.	2 persons.	3 persons.	4 persons.	5 persons.	7 persons.	8 persons.	
$100 to $150	1							1
$150 to $200			2		1			3
$200 to $250		4	1		1			6
$300 to $500		3	1		2			6
$500 to $750		6	2	2	4	2		16
$750 or over			5	2	5		1	13
Total	1	13	11	4	13	2	1	45

The great mass of the Athens Negroes is made up largely of immigrants from the country, and a stream is still pouring in. These countrymen replace the town laborers in many employments by accepting lower wages, and thus lowering the standard of life which the town group is striving to raise. Naturally the following more or less well-defined social classes arise from this situation: The small class of the better conditioned Negroes, like those we have studied; the large class of working people and servants; the great number of ignorant countrymen who are common laborers; finally, a substratum of the vicious and criminal. This latter class is small in Athens, and there has not been much serious crime there.

There are 8 Negro churches in the place. Three of the Baptist churches are: First Baptist, founded in 1865, having property valued at $6,000, and a membership of 425 persons; Ebenezer Baptist, founded in 1885, whose property is valued at $2,000, and whose membership is 326; Hill's Chapel, founded in 1895, owning property worth $1,000, and numbering 150 members. Besides these there are 3 Methodist churches, 1 Congregational, and 1 Primitive Baptist. There are a large number of Negro organizations, especially secret and beneficial organizations.(a)

From these incomplete sketches few general conclusions can be drawn. Nevertheless, they have a distinct value. First, they are the impressions of lifelong residents, not of hurried investigators; secondly, in the widely separated communities there are certain striking resemblances and lessons. The communities fall easily into three classes: A country district of 131 persons and 11 families; a small village of 101 persons and 16 families; town and city groups of 688 persons and 168 families. In the first class is had a glimpse of the

a Notes for this study of conditions in Athens, Ga., were furnished by Miss C. E. Brydie, a native of Athens, and at present a senior in Atlanta University.

deepest of the Negro problems, that of the country Negro, where the mass of the race still lives in ignorance, poverty, and immorality, beyond the reach of schools and other agencies of civilization for the larger part of the time. Small wonder that the Negro is rushing to the city in an aimless attempt to change, at least, if not to better, his condition. Perhaps, on the whole, this is best; certainly it is if this influx can be balanced by a counter migration of the more intelligent and thrifty Negroes to the abandoned farms and plantations. In the second class we catch a glimpse of the small village life with one industry, more material prosperity, but traces of shiftlessness and thrift, immorality and a better family life, curiously intermingled. In both these classes the sketches furnished are, unfortunately, meager. In the third class we have a wider field of observation—4 thriving Southern towns—but here, again, there is a limitation. We have studied that part of the population which has succeeded best in the struggle of town life, and have seen little of the crime, squalor, and idleness of some of the rest of the Negro population. Nevertheless, these 168 families have a peculiar interest. They represent, so far as they go, a solution of the Negro problem, in that they are law-abiding, property-holding people, marrying with forethought, careful of their homes, working hard in new lines of economic endeavor, and educating their children. They are, to be sure, comparatively small in number, and yet in them lies the hope of the American Negro, and—shall we not say—to a great extent, the hope of the Republic.

WAGES IN LYONS, FRANCE, 1870 TO 1896.

The following tables contain the results of an effort to secure original wage data for certain skilled trades in Lyons, France. The data from which these tables are derived were secured in connection with an investigation on this subject which was taken up some months ago, the results of which were published in Bulletin 18, of the Department of Labor. The data under consideration, however—those for Lyons, France—were received too late to be included in that Bulletin. They have been tabulated in similar form, however, and comparison may readily be made with the wages shown there.

The first table shows the average daily wages in gold in Lyons for each year from 1870 to 1896, inclusive, for each of the various occupations considered, and is as follows:

AVERAGE DAILY WAGES IN GOLD IN LYONS, FRANCE, 1870 TO 1896.

Year.	Blacksmiths.	Blacksmiths' helpers.	Boiler makers.	Bricklayers.	Cabinetmakers.	Carpenters.	Compositors.
1870	$1.25½	$0.67½	$1.15⅝	$0.86⅜	$0.96½	$0.83⅜	$0.96½
1871	1.25⅝	.67⅝	1.15⅝	.86⅜	.96½	.80	.96½
1872	1.25⅝	.67⅝	1.15⅝	.86⅜	.96½	1.06⅜	.96½
1873	1.25½	.67½	1.15⅝	.86⅜	.96½	1.07½	.96½
1874	1.35	.67½	1.15⅝	.86⅜	.96½	1.07½	.96½
1875	1.35	.67½	1.15⅝	.86⅜	.96½	1.26½	1.06½
1876	1.35	.67½	1.20⅜	.86⅜	.96½	1.28	1.06½
1877	1.35	.67½	1.20⅜	.86⅜	.96⅜	1.28¾	1.06½
1878	1.35	.72⅜	1.20⅜	.86⅜	.96⅜	1.26	1.15⅜
1879	1.35	.72⅜	1.20⅜	.86⅜	.96⅜	1.23¾	1.15⅜
1880	1.35	.72½	1.20⅜	1.06½	1.06½	1.35¾	1.15⅜
1881	1.35	.72½	1.20⅜	1.06½	1.06½	1.37⅜	1.15⅜
1882	1.35	.72½	1.20⅜	1.06½	1.06½	1.40½	1.15⅜
1883	1.35	.72½	1.20⅜	1.06½	1.06½	1.35	1.15⅜
1884	1.35	.72⅝	1.20⅜	1.06½	1.06½	1.34½	1.15⅜
1885	1.35	.72⅝	1.20⅜	1.06½	1.06½	1.35	1.15⅜
1886	1.35	.77½	1.20⅜	1.06½	1.06½	1.33¾	1.15⅜
1887	1.40	.77½	1.20⅜	1.06½	1.06½	1.34¾	1.15⅜
1888	1.40	.77½	1.20⅜	1.06½	1.06½	1.35	1.15⅜
1889	1.40	.77½	1.20⅜	1.06½	1.06½	1.35	1.15⅜
1890	1.40	.77½	1.25⅛	1.06½	1.15⅜	1.36½	1.15⅜
1891	1.40	.77½	1.25⅛	1.06½	1.15⅜	1.33¾	1.15⅜
1892	1.40	.77½	1.25⅛	1.06½	1.15⅜	1.35½	1.15⅜
1893	1.40	.77½	1.25⅛	1.06½	1.15⅜	1.34	1.15⅜
1894	1.44⅜	.77½	1.25⅛	1.06½	1.15⅜	1.35	1.15⅜
1895	1.44⅜	.77½	1.25⅛	1.06½	1.15⅜	1.34	1.15⅜
1896	1.44⅜	.77½	1.25⅛	1.06½	1.15⅜	1.35½	1.15⅜

AVERAGE DAILY WAGES IN GOLD IN LYONS, FRANCE, 1870 TO 1896—Concluded.

Year.	Joiners.	Laborers, street.	Machinists.	Machinists' helpers.	Painters, house.	Pattern makers, iron works.	Stonecutters.	Teamsters. (a)
1870	$0.96½	$0.63	$1.12	$0.62¾	.....	$1.06½	$0.96⅛	$0.83¾
1871	.96½	.63	1.12	.62¾	.....	1.06½	.96⅛	.83¾
1872	.96½	.63	1.12	.62¾	$0.91⅜	1.06½	1.06½	.83¾
1873	.96½	.63	1.12½	.62¾	.91⅜	1.06½	1.06½	.83¾
1874	.96½	.63	1.14	.72⅛	.91⅜	1.06½	1.06¼	.83¾
1875	.96½	.63	1.14	.72½	.96½	1.08	1.11	.84
1876	.96⅛	.63	1.14	.72⅛	1.01¼	1.15⅜	1.11	.84
1877	.96⅛	.63	1.14½	.72½	1.01¼	1.15⅜	1.11	.84
1878	.96½	.62½	1.16½	.72½	1.01¼	1.15⅜	1.11	.84
1879	.96½	.62½	1.17	.72½	1.01¼	1.15⅜	1.15⅜	.89
1880	1.06½	.62½	1.16½	.72½	1.06¼	1.15⅜	1.20¾	.89
1881	1.06¼	.62½	1.17	.72½	1.06¼	1.15⅜	1.20¾	.89
1882	1.06½	.62½	1.19	.72½	1.06¼	1.15¾	1.20¾	.89
1883	1.06½	.68¾	1.19	.72⅝	1.06¼	1.15¾	1.20¾	.89
1884	1.06½	.68½	1.19½	.72⅝	1.06½	1.15⅜	1.20¾	.89
1885	1.06½	.68½	1.19½	.72½	1.06½	1.25½	1.20¾	.89
1886	1.06½	.68½	1.20⅛	.72⅝	1.06¼	1.25½	1.25½	.89
1887	1.06½	.68½	1.20½	.72½	1.06¼	1.25½	1.25½	.89
1888	1.06¾	.68¾	1.22⅝	.77¼	1.06¼	1.25⅝	1.25⅝	.89
1889	1.06¼	.68¾	1.24	.77¼	1.06¼	1.25½	1.25⅝	.89
1890	1.06¼	.72¼	1.23¾	.77½	1.11	1.25½	1.25½	.89
1891	1.06½	.72¼	1.24	.82	1.11	1.25½	1.30¾	.89
1892	1.06½	.72¼	1.24	.82	1.11	1.30¼	1.30¾	.89
1893	1.15⅜	.72½	1.25½	.82	1.15¾	1.30¼	1.30¾	.89
1894	1.15¾	.72¼	1.25½	.82	1.27⅝	1.30¼	1.35	.89
1895	1.15¾	.72¼	1.26¼	.82	1.15¾	1.30¼	1.35	.89
1896	1.15¾	.72¼	1.26⅜	.82	1.15¾	1.30¼	1.35	.89

a In addition to wages, teamsters receive from $0.29½ to $0.37 per day in gratuities.

The following summary shows the average daily wages in gold for all of the occupations combined and the percentage of increase of average wages as compared with those for 1870. As will be seen, this increase has been gradual and almost unbroken throughout the period. The wages for 1871 were a fraction less than those for 1870, and hence a very small per cent of decrease is shown for 1871. From this year up to 1894 the course of wages is seen to have gone upward without any recessions whatever, reaching a per cent of 22.8 in the last-named year. In 1895 the per cent fell to 21.7, while in 1896 it rose to 22. It is but fair to say in this connection, however, that the rise to 22.8 per cent in 1894 and the drop to 21.7 in 1895 are due almost entirely to the quite considerable rise in the average of the wages of painters in 1894 in the establishment whose pay rolls furnished the data for this occupation. The schedule containing these data furnishes the information that this rise is due entirely to the fact that this was the year in which the exposition was held in Lyons, and as a consequence the demand, especially for painters, was great. This statement is borne out by the fact of the drop of wages in this occupation in 1895 and 1896 to the old rate of 6 francs ($1.15¾) per day. Had the rate for 1894 been normal in this occupation, the average daily wages for all occupations and the percentage of increase would have shown in 1894 a slight rise over 1893, and a continued gradual rise for 1895 and 1896. The table showing average daily wages for all of the occupations combined and the percentage of increase follows.

AVERAGE DAILY WAGES IN GOLD IN LYONS, FRANCE, 1870 TO 1896, AND PERCENTAGE OF INCREASE OF AVERAGE WAGES AS COMPARED WITH AVERAGE WAGES IN 1870.

Year.	Average daily wages.	Percentage of increase.
1870	$0.92½	.....
1871	.92	a 0.3
1872	.94⅓	2.4
1873	.94⅓	2.4
1874	.96	4.1
1875	.98⅓	6.8
1876	1.00	8.4
1877	1.00	8.4
1878	1.01	9.5
1879	1.01½	10.0
1880	1.05⅓	14.4
1881	1.05⅔	14.6
1882	1.06	14.9
1883	1.06	14.9
1884	1.06	14.9
1885	1.06⅔	15.7
1886	1.07¼	16.3
1887	1.07⅔	16.8
1888	1.08	17.1
1889	1.08½	17.3
1890	1.09⅔	19.0
1891	1.10½	19.5
1892	1.10¾	20.1
1893	1.11⅓	21.1
1894	1.13½	22.8
1895	1.12¼	21.7
1896	1.12½	22.0

a Decrease.

RECENT REPORTS OF STATE BUREAUS OF LABOR STATISTICS.

INDIANA.

Seventh Biennial Report of the Department of Statistics for 1897 and 1898. John B. Connor, Chief of Bureau. 863 pp.

The subjects presented in this report are as follows: Introduction, 40 pages; material progress for eighty years, 42 pages; manufacturing and labor statistics, 128 pages; agricultural statistics, 73 pages; social, civil, and criminal statistics, 71 pages; economic statistics, 390 pages; educational statistics, 16 pages; railroad statistics, 36 pages; vital statistics, 19 pages; miscellaneous statistics, 30 pages.

INTRODUCTION.—The report opens with an article on the natural resources of Indiana, followed by an account of a great coal strike in the State and reports of addresses delivered by Carroll D. Wright and James W. Latta before the National Association of Officials of Bureaus of Labor Statistics.

MATERIAL PROGRESS FOR EIGHTY YEARS.—This chapter contains an account of the progress of the State of Indiana since 1816, the year of its admission into the Union, showing the development in agriculture, manufactures, etc. It also describes the physical conditions of the State, its topography, mineral resources, and wealth.

MANUFACTURING AND LABOR STATISTICS.—The topics included under this head comprise statistical tables showing returns of employees regarding wages and other labor conditions, the reports of the labor commission and of the factory inspector, copies of labor laws passed during the year, and statistics of manufactures.

The returns of employees are presented in 55 statistical tables, each representing an industry. They show, by occupations, the average age of employees, daily hours of labor, wages and days employed in 1897 and 1898, size of family, rents paid, annual savings, and the amount of life and accident insurance carried. No summary or analysis of these data was made.

The labor commission which was appointed in June, 1897, visited 34 localities in the State where labor disputes occurred. In the course of their work they prevented 3 strikes, stopped 1 boycott, settled 22 strikes, and failed in their efforts in 6 cases. In the case of 19 of the 22 strikes they secured increased wages for the employees. In 2 of the cases where they failed, the line of action recommended was subsequently adopted by the contending parties. Through the negotiations

of the commission over 7,500 working people were restored to employment and more than 70 per cent of the latter returned to work at increased wages.

The statistics of manufactures consist of returns from 1,117 establishments representing 59 industries. The information is for the years 1897 and 1898, and shows the capital invested, cost of material used, value of product, wages paid, number of men, women, and children employed, wage rates of skilled and unskilled labor, months in operation, hours of labor, and number of strikes. The following is a summary of the most important data for the 12 leading industries:

STATISTICS OF MANUFACTURES IN 12 LEADING INDUSTRIES, YEARS ENDING JULY 30, 1897 AND 1898, RESPECTIVELY.

Industries.	Establishments.	Capital invested.		Establishments.	Value of product.	
		1897.	1898.		1897.	1898.
Agricultural implements and machinery	19	$1,053,000	$1,752,839	21	$2,913,044	$5,073,743
Breweries	7	1,442,000	1,735,000	6	1,507,368	1,865,500
Engines, boilers, and machinery	74	4,081,489	3,493,069	74	7,664,847	6,095,989
Furniture	97	2,401,233	2,608,735	97	5,267,706	6,074,262
Glass	60	3,642,256	3,752,268	61	9,848,796	9,341,319
Iron and steel products	32	2,159,834	2,662,700	35	4,362,744	5,653,776
Paper and paper goods	29	3,167,500	2,541,884	29	3,171,468	3,637,707
Planing mills	84	985,841	1,018,625	83	2,855,643	2,546,750
Hog and cattle products	7	2,323,525	2,399,830	8	28,484,797	32,684,727
Railway construction, equipment, and shipbuilding	12	2,770,498	2,297,126	10	3,655,484	6,537,726
Tin plate	5	1,541,767	1,770,000	5	5,142,900	5,354,167
Wagons, buggies, carriages, and parts	98	3,497,501	3,214,583	104	8,754,797	13,609,631

Industries.	Establishments.	Persons employed.		Establishments.	Wages paid.	
		1897.	1898.		1897.	1898.
Agricultural implements and machinery	21	2,035	3,019	21	$870,910	$1,404,784
Breweries	7	291	388	6	197,800	312,307
Engines, boilers, and machinery	76	4,813	4,388	73	2,093,549	1,781,905
Furniture	97	5,298	6,125	97	1,626,543	1,849,820
Glass	63	11,319	11,575	58	4,510,422	4,390,497
Iron and steel products	35	3,473	4,036	33	1,182,781	1,843,854
Paper and paper goods	30	1,778	1,822	30	650,716	677,109
Planing mills	84	1,369	1,551	83	529,375	588,813
Hog and cattle products	8	2,895	2,950	8	1,165,771	1,376,037
Railway construction, equipment, and shipbuilding	12	4,882	5,474	12	1,806,081	2,123,314
Tin plate	5	2,744	2,774	5	1,237,770	1,342,874
Wagons, buggies, carriages, and parts	106	7,142	7,320	105	2,209,488	2,662,661

Statistics of mines and quarries are separately tabulated. Returns from sixty coal mines show an aggregate invested capital of $1,594,623, a total production of 2,537,183 tons, and a total of $1,025,651 paid in wages during the past year. Thirty-seven stone quarries made returns. The aggregate value of the machinery and quarries was reported at $1,127,500, the total production was 30,079 carloads of stone, and $374,281 was paid in wages.

AGRICULTURAL STATISTICS.—The statistics of agriculture are presented to show in detail, by counties, the acreage and the quantity and value of the chief raw and manufactured products. The quantities and

values for the whole State for the year ending March, 1898, are shown in the following statements:

QUANTITY AND VALUE OF RAW AGRICULTURAL PRODUCTS FOR THE YEAR ENDING MARCH, 1898.

Articles.	Quantity.	Value.
Wheat ..... bushels..	12,936,068	$11,901,182
Corn ..... do....	15,564,586	4,085,704
Barley ..... do....	464,411	148,612
Oats ..... do....	422,910	97,269
Rye ..... do....	295,396	132,928
Buckwheat ..... do....	55,091	27,545
Flaxseed ..... do....	300	354
Hops ..... pounds..	400,529	64,084
Apples ..... bushels..	144,839	35,186
Malt ..... do....	377,727	207,750
Tobacco ..... pounds..	272,787	122,754

QUANTITY AND VALUE OF MANUFACTURED AGRICULTURAL PRODUCTS FOR THE YEAR ENDING MARCH, 1898.

Article.	Quantity.	Value.
Flour ..... barrels..	3,951,538	$18,769,805
Bran ..... pounds..	7,332,397	45,827
Middlings ..... do....	1,665,925	16,659
Meal ..... do....	68,299,457	512,246
Screenings ..... do....	236,181	1,653
Chop feed ..... do....	77,096,463	693,868
Hominy ..... do....	85,365,383	768,288
Grits ..... do....	13,749,080	123,741
Rye, flour, and corn meal mixed ..... barrels..	1,745,920	7,856,640
Corn flakes ..... pounds..	52,830,199	41,735,857
Buckwheat flour ..... do....	1,103,043	23,439
Starch ..... do....	31,990,044	511,831
By-products of corn ..... do....	29,599,991	136,042
Cider vinegar ..... barrels..	10,000	60,000
Whisky ..... gallons..	31,681,922	63,363,844
Apple brandy ..... do....	16,274	32,548
Lager beer ..... barrels..	1,013,470	6,080,820
Ale ..... do....	163,363	1,306,904
Porter ..... do....	162,019	1,134,133
Cigars	7,524,856	263,371
Lumber ..... feet..	273,516,690	4,307,355

ECONOMIC STATISTICS.—The data presented under this head relate to public expenditures, debts and funds, real estate transfers, mortgages, taxation, schoolhouses, salaries of officials, etc., and building and loan associations.

Returns from 291 building and loan associations were tabulated. The following statement shows the totals of the principal items reported:

Number of associations reporting	291
Capital stock	$145,987,461
Dues paid in	$17,155,432
Fines paid in	$96,070
Interest received	$3,745,173
Profits	$3,937,475
Loans	$21,206,680
Paid for redemption of shares	$7,466,913
Shareholders	46,579
Homes acquired by members of 189 associations during 1897	3,736

Of the shareholders, 32,522 were wage workers, and of the total loans, $5,545,950 were made to working people.

RAILROAD STATISTICS.—The statistics of railroads were obtained from the reports of the auditors of the several railway systems in the State for the year ending June 30, 1898. Tables are given showing for each road the earnings, operating expenses, passengers carried, freight tonnage, passenger and freight rates, salaries and wages, number of officials and employees, hours of labor, and accident statistics. The following statement shows the number and average wages of railway officials and employees during the year ending June 30, 1898:

AVERAGE DAILY WAGES AND HOURS OF LABOR OF RAILWAY EMPLOYEES FOR THE YEAR ENDING JUNE 30, 1898.

Occupation.	Employees.	Average wages per day.	Average daily hours of labor.	Occupation.	Employees.	Average wages per day.	Average daily hours of labor.
General officers	356	$9.84	.....	Wipers, yard	577	$1.31	9.8
Division superintendents	73	7.78	.....	Station agents not telegraph operators	1,503	1.89	10.3
Civil engineers	72	4.36	9.4	Station agents also telegraph operators	1,133	1.61	10.7
Master mechanics	52	4.98	9.7	Telegraph operators not station agents	2,232	1.72	10.6
Road masters	119	3.61	9.7	Carpenters	3,822	1.93	9.6
Clerks	5,048	1.79	9.2	Section foremen	2,523	1.55	9.9
Conductors, passenger	598	3.55	9.3	Section men	11,668	1.13	9.8
Conductors, freight	1,480	3.04	9.9	Watchmen	2,783	1.24	10.5
Engineers, passenger	637	3.95	9.2	Bridge tenders and pump men	389	1.15	10.2
Engineers, freight	1,759	3.83	10.1	Soliciting agents	50	3.55	9.3
Firemen, passenger	636	2.20	9.2	Traveling passenger agents	96	3.37	9.5
Firemen, freight	1,752	2.19	10.0	Contracting agents	58	3.97	9.1
Brakemen, passenger	675	2.00	9.2	Painters	704	1.85	9.3
Brakemen, freight	3,212	2.08	9.9	Extra foremen	210	2.28	10.1
Baggagemen	591	1.89	9.1	Other employees	22,066	1.51	9.7
Machinists	2,716	2.22	9.4				
Conductors, yard	694	2.60	10.9				
Engineers, yard	748	2.90	10.5				
Firemen, yard	727	1.76	10.5				
Brakemen, yard	1,676	2.08	10.4				

Statistics of street railways in the different cities and towns of the State are also given.

MISCELLANEOUS STATISTICS.—Under this head are included statistics of business failures, meteorological data, amounts paid for liquor licenses and fines, election returns for Indiana, and occupation statistics obtained from the United States Census Bulletin.

NEW HAMPSHIRE.

Second Biennial Report of the Bureau of Labor of the State of New Hampshire. 1897, 1898. Julian F. Trask, Commissioner. 204 pp.

This report treats of the following subjects: Comparative statistics of manufactures, 8 pages; industrial chronology, 18 pages; statistics of manufactures, 7 pages; taxation statistics, 26 pages; economics, 15 pages; labor bureaus, 18 pages; library statistics, 7 pages; labor law decisions, 58 pages; New Hampshire labor laws, 21 pages; items in the labor world, 9 pages.

MANUFACTURES.—Tables are presented showing a summary of returns for 1897 from 350 manufacturing establishments in the State, representing 43 different industries; also a comparison of the returns for 1897 with those for the four preceding years. The returns for 1897 are summarized in the following statement:

Establishments considered	350
Capital invested	$34,422,907
Cost of material	$24,903,156
Wages paid	$11,394,717
Value of product	$44,445,183
Number of male employees	21,007
Number of female employees	12,459
Total employees	33,466

A comparison of the above data with those for the four preceding years shows an increase in each of the items mentioned.

INDUSTRIAL CHRONOLOGY.—Brief accounts are given of important events affecting industrial establishments and their employees in the different cities and towns of the State.

LABOR BUREAUS.—This chapter contains extracts from the report of the proceedings of the thirteenth annual convention of the National Association of Officials of Bureaus of Labor Statistics, and a list of domestic and foreign statistical bureaus.

MISCELLANEOUS SUBJECTS.—A chapter on taxation statistics contains extracts from the reports of the State Board of Equalization on the valuation and taxation of property. Another chapter on economics contains a number of articles on various economic subjects. Important judicial decisions rendered in various parts of the country on labor matters during 1897 and 1898, and labor laws in force in New Hampshire in 1897, are reported. The report concludes with some reviews of official publications and miscellaneous notes regarding the labor movement in this country.

NEW JERSEY.

Twentieth Annual Report of the Bureau of Statistics of Labor and Industries of New Jersey, for the year ending October 31, 1897. Charles H. Simmerman, Chief. xii, 510 pp.

The following subjects are considered in this report: Statistics of manufactures, 64 pages; current standard wage rates, 32 pages; labor legislation, 23 pages; cooperative building and loan associations, 390 pages.

STATISTICS OF MANUFACTURES.—The compilation of statistics of manufactures in New Jersey was begun in 1895, the data contained in the present report being in continuation of this work. The returns comprise but a portion of the manufacturing interests of the State, the object being merely to show the general trend of industries from year to year. The information was obtained largely by correspondence.

Returns were received from 349 establishments representing 45 general industries. Of these establishments 206 were managed by private firms and 143 by corporations. The private firms had an aggregate of 453 partners, while the corporations had 2,420 stockholders. Of the aggregate capital invested, amounting to $56,099,306, the corporations controlled $37,710,691, or 67.22 per cent, while the private firms controlled $18,386,615, or 32.78 per cent. The average investment per partner was $40,592.97, while that per stockholder was $15,582.93. The bar steel and iron and the electric lamp and dynamo industries were conducted exclusively by corporations.

Of the 349 establishments making returns 265 are grouped under 20 industries, each of which produced goods to the value of over $1,000,000. The returns for these industries are summarized in the following table:

STATISTICS OF MANUFACTURES IN 20 LEADING INDUSTRIES, 1896.

Industries.	Establishments.	Capital invested.	Value of material used.	Value of product.	Average persons employed.	Average days in operation.
Bar steel and iron	4	$3,480,000	$1,531,672	$2,994,970	1,808	263
Brick and terra cotta	10	1,883,035	475,572	1,135,525	1,428	249
Cotton goods	8	1,311,000	2,459,886	2,939,144	1,087	276
Chemical products	7	2,896,650	1,484,557	2,362,994	599	293
Electric lamps and dynamos	3	3,095,446	713,887	1,540,337	1,118	287
Foundry, iron	11	1,188,243	703,668	1,234,471	636	222
Glass	6	846,000	441,515	1,204,471	1,504	257
Hats, men's	19	908,073	971,910	2,036,627	1,462	257
Jewelry	14	1,096,110	453,276	1,113,552	603	274
Knit goods	4	1,220,000	733,990	1,895,984	1,606	272
Leather and leather goods	18	1,796,981	1,664,602	2,858,899	1,277	275
Machinery	26	3,463,593	937,065	2,183,270	1,594	281
Metal goods	15	1,069,541	459,934	1,282,470	1,177	285
Paint and varnish	6	3,232,500	856,111	1,537,157	262	296
Rubber goods	6	2,233,616	1,382,154	2,117,964	1,023	262
Shirts	7	734,200	630,173	1,127,267	1,391	271
Shoes	16	973,546	1,056,054	2,053,203	1,649	254
Structural steel and iron	5	1,556,800	848,038	1,711,613	1,403	244
Silk goods	67	11,737,621	9,518,569	17,213,313	11,661	280
Woolen and worsted goods	13	4,466,980	3,209,292	5,164,957	4,248	261
Total	[a]265	49,189,935	30,531,925	[b]55,708,188	37,536	.....

[a] The correct total of the figures shown; the report gives 260.
[b] The correct total of the figures shown; the report gives $55,708,218.

CURRENT STANDARD WAGE RATES.—In this chapter a comparison is made between current rates of wages ascertained for 1897 and those published in previous reports. The comparative tables show, by industries, the year, the highest, lowest, and average weekly wage rates, and the sex of the wage earners. In the case of time workers, where, in most industries, a comparison could be made for different years, the standard wage rates generally showed an upward tendency.

LABOR LEGISLATION.—This chapter contains the text of labor laws passed in New Jersey during the 1897 session of the legislature, and reports of the decisions of New Jersey courts regarding labor matters.

COOPERATIVE BUILDING AND LOAN ASSOCIATIONS.—There were 334 associations reported for 1897, of which 309 were local, 14 State,

and 13 national associations. Of these, 317 made full returns for the year. The following statement contains a summary of the most important facts shown for each kind of association:

STATISTICS OF 317 BUILDING AND LOAN ASSOCIATIONS, FOR THE YEAR 1897.

Items.	Associations.			
	Local.	State.	National.	
			New Jersey.	New York.
Associations	300	11	5	1
Free shares	401,626	156,940	32,958	19,097
Pledged shares	201,670⅝	30,206½	7,102	7,206
Shares issued during year	124,871	79,713	17,734⅓	6,501
Shares canceled during year	102,550⅝	52,182	11,592	3,360
Shares matured during year	12,379¼	.....	5	.....
Shareholders	87,219	23,949	4,366	1,205
Borrowers	28,258	1,489	832	263
Total receipts for year	$17,392,909.04	$1,328,683.21	$643,781.30	$467,868.61
Total disbursements for year	16,123,528.67	1,280,412.24	572,979.71	426,632.76

The following table shows the assets and liabilities of each class of associations for the year 1897:

ASSETS AND LIABILITIES OF 317 BUILDING AND LOAN ASSOCIATIONS, FOR THE YEAR 1897.

Items.	Associations.			
	Local.	State.	National.	
			New Jersey.	New York.
Assets:				
Cash	*a* $1,272,634.22	*b* $47,401.64	*b*$61,778.34	$41,335.85
Loans—				
Bond and mortgage	37,296,392.34	2,207,386.06	777,927.00	659,586.02
Stock (book)	1,564,800.31	65,173.84	37,812.43	10,400.00
Other securities	699,374.84	2,219.48	8,027.66	11,174.50
Personal property	28,645.04	18,967.00	4,022.76	3,692.19
Real estate	1,394,264.83	289,592.37	2,500.00	29,430.97
Arrearages	640,838.14	83,910.64	27,087.90	16,092.81
All other	68,458.48	1,918.86	12,958.36	27,840.60
Total	42,965,408.20	2,716,569.89	932,114.45	799,552.94
Liabilities:				
Total net assets	41,038,934.01	1,947,961.21	817,513.49	721,927.50
Undelivered loans	278,277.06	99,091.54	2,784.00	26,094.64
Bills payable	617,416.31	160,905.73	33,380.41	25,000.00
Overpayments	287,170.11	146,732.12	4,479.61	.....
Unearned premiums	255,892.03	7,014.40	.....	.....
Canceled shares	402,991.01	.....	.....	.....
Sundries	84,727.67	354,864.89	73,956.94	26,530.80
Total	42,965,408.20	2,716,569.89	932,114.45	799,552.94

a Including some items not credited as balance under disbursements.
b Excluding expense fund cash.

The report shows a total of 856,836 shares in force. There were 116,739 shareholders and 30,842 borrowers. The aggregate gross resources amounted to $47,413,645.48. Following is a comparative summary of aggregate data for 6 years, for all classes of associations,

including nationals, the bulk of whose transactions is outside of the State:

SHARES IN FORCE AND PLEDGED, SHAREHOLDERS, BORROWERS, AND NET ASSETS OF BUILDING AND LOAN ASSOCIATIONS, 1892 TO 1897.

Year.	Associations reporting.	Shares in force.	Shares pledged.	Shareholders.	Borrowers.	Net assets.
1892	290	571,665	153,813	87,762	21,752	$29,988,767
1893	297	634,163	173,767	93,889	22,910	33,836,487
1894	306	689,398	193,479	98,167	24,670	37,339,602
1895	301	693,810	202,639	101,619	25,598	38,882,110
1896	316	750,487	213,807	111,575	26,492	41,059,216
1897	317	856,836	246,185	116,739	30,842	44,526,336

This comparison shows that cooperative building and loan associations continue to grow uninterruptedly both in numbers and in the magnitude of their business transactions.

TWELFTH ANNUAL REPORT OF THE STATE BOARD OF ARBITRATION AND CONCILIATION OF MASSACHUSETTS.

Twelfth Annual Report of the State Board of Arbitration and Conciliation of Massachusetts, for the year ending December 31, 1897. Charles H. Walcott, Chairman. 176 pp.

This report consists of an introduction and detailed accounts of 36 cases dealt with by the board. An appendix contains a digest of laws relating to State and local boards and other tribunals of conciliation and arbitration in the United States.

During the year 1897 the board took cognizance of controversies involving persons whose yearly earnings were estimated at $1,036,360. The total yearly earnings in the establishments involved, under ordinary conditions, were estimated at $3,840,800. The expense of maintaining the State board of arbitration and conciliation for the year was $10,397.87.

RECENT FOREIGN STATISTICAL PUBLICATIONS.

AUSTRIA.

Die Arbeitsvermittlung in Oesterreich. Verfasst und herausgegeben vom statistischen Departement im k. k. Handelsministerium. viii, 304, 217* pp.

The present work is a compilation of facts, in text and statistical tables, relating to the various agencies for securing employment to working people in Austria. While the data are necessarily incomplete, the Austrian statistical bureau, which made the compilation, has endeavored to give a thorough and careful presentation of the number and the general character of employment agencies and the results of their operations. The investigation was begun in May, 1896, but the material was not all collected until toward the close of 1897. The information was obtained by means of schedules of inquiry sent to all institutions in the country which in any way engaged in securing work for the unemployed. The textual matter contains a historical sketch of the employment features of each class of institutions, an account of the operations of each, and an analysis of the statistics contained in the tables. The tables contain detailed information by localities and industries for each of the following classes of institutions containing employment features: Private employment bureaus, trade unions, trade guilds, working people's educational societies, Catholic journeymen's societies, other societies, wayfarers' lodges, and asylums, schools, etc. One set of tables contains statistics of newspaper advertisements for situations and for help. These tables are followed by summary statements of the statistics, showing the results by cities, States, character of institution, etc.

The inquiry covers 2,858 institutions which conducted employment bureaus or provided other means for securing work for the unemployed. These may be grouped as follows: Public employment agencies, 947; trade unions and guilds, 405; employers' associations, 17; employees' associations, 362; associations of employers and employees, 33; philanthropic institutions, 178, and private employment bureaus, 916.

The most common form of public relief to the unemployed in Austria was by means of wayfarers' lodges (*Naturalverpflegsstationen*), which are usually established on the principal highways. These are intended

to prevent house and street begging by giving food and shelter to persons in search of work. They are supported either by the State or by the communities of the judicial districts in which they are located, and are usually under the supervision of the communal authorities. Besides furnishing board and lodgings in return for work, these lodges have proved to be very effective agencies for securing positions for the unemployed. Returns received from 814 such institutions in Austria show that 43,125 positions were secured through their agency in 1895.

Employment agencies were also maintained in connection with various public institutions, such as almshouses, hospitals, orphan asylums, reformatories, etc. Returns regarding employment agencies were received from 133 public institutions of this character, 75 of which were supported by the National Government, 29 by individual States, and 29 by communities. These institutions secured 1,419 positions for unemployed persons during 1895. Thus there was a total of 947 public institutions which were in some way active in securing work for the unemployed. Of this total number, 111 rendered this service only to males, 12 only to females, and 824 to both sexes. They provided a total of 44,544 positions in 1895. No fees for securing employment or providing help were charged in any case.

Considerable activity has been shown in Austria by associations of employers and employees, such as trade unions, trade guilds, etc., in providing means for securing work for the unemployed, 817 organizations of this character having had employment agencies in connection with their institutions. Of these, 405 were trade unions and trade guilds, 17 were employers' associations, 362 were employees' associations, and 33 were associations composed of both employers and employees. Of the 817 organizations, 732 rendered the employment service gratuitously, 34 required fees from employers only, 41 from employees only, and 9 from both parties. One organization did not report on this subject. In 643 organizations positions were secured for males only, in 9 for females only, and in 164 for both sexes, one organization not reporting. During the year 1895 530 employers' and employees' organizations secured 76,875 positions for the unemployed, 65,591 of which were for males and 11,284 for females.

Besides the above public and industrial institutions for the benefit of the unemployed there were 178 philanthropic organizations which maintained employment agencies of various kinds. Of this number 65 were local societies, 17 were national societies, and 96 were asylums, schools, etc. In 175 of these organizations no fees were required for providing employment. Fees were required in the remaining three organizations, in one of which they were payable by employees and in the other two by employers. Of the 178 philanthropic institutions, 132 reported that situations were provided for 17,002 persons during 1895.

There were 916 private employment agencies from which returns were received, and these were conducted purely for gain. In 37 of these

agencies fees were required from employers only, in 110 from employees only, and in 769 from both parties. Registration fees were required by 495 agencies, and 875 agencies required fees when positions were secured. In 139 agencies the registration fees were refunded when situations could not be secured. The registration fees varied from 5 kreutzers (2½ cents) to 4 florins ($1.93), and the fees for securing situations from 20 kreutzers (10 cents) to 20 florins ($9.65). In 131 agencies when positions were secured commissions were charged of from 10 to 50 per cent of the first month's wages, in 56 agencies from 2 to 10 per cent of the first year's wages, and in 11 agencies from 3 to 10 per cent of the wages during the continuance of the contract of employment. The 11 agencies last mentioned were employment bureaus for theatrical employees. Fourteen private employment agencies were for males only, 433 for females only, and 469 for both sexes. During the year 180,692 positions were secured through 814 employment bureaus reporting. Of these positions 1,696 were for males, 77,633 for females, and in 101,363 cases the sex was not reported.

There were, therefore, in the entire State, 2,858 institutions which were in some way engaged in the work of providing employment to persons out of work. In 409 institutions, or 14.3 per cent of all, the employment service was only a secondary feature of the work of the institutions. Of 2,857 institutions reporting, 1,854, or 64.9 per cent, charged no fees whatever, either for securing work for the unemployed or providing help for employers; 73, or 2.6 per cent, required fees from employers only; 152, or 5.3 per cent, from employees only; and 778, or 27.2 per cent, required fees from both parties. Of the institutions charging fees, all but 87 were private employment bureaus conducted for gain.

The employment service was for males only in 830 institutions; for females only in 505 institutions, and in 1,522 institutions for both sexes, one institution not reporting. The services of 469 employment agencies extended only to the domestic service; of 926 to mining and manufacturing industries; of 104 to commercial industries; of 116 to domestic service and manufacturing industries; and of 1,243 to all categories of employment.

Returns regarding positions secured were received from 2,385, or 83.45 per cent of all the agencies. These reported a total of 319,113 positions provided during 1895. Of these positions, 108,313 were secured for males and 96,626 for females; in the case of 114,174 the sex

was not reported. Following is a summary of the more important data presented in this work:

STATISTICS OF EMPLOYMENT AGENCIES IN AUSTRIA, 1895.

Character of institutions conducting employment agencies.	Employment agencies.					Agencies reporting positions secured.	Positions secured.			
	Services gratuitous.	Charges for services paid by—			Total.		Males.	Females.	Sex not reported.	Total.
		Employers.	Employees.	Both parties.						
Public institutions:										
Wayfarers' lodges	814	.....	.....	.....	814	814	29,773	779	12,573	43,125
Others—										
National	75	.....	.....	.....	75	52	605	107	.....	712
State	29	.....	.....	.....	29	19	264	119	.....	383
Communal	29	.....	.....	.....	29	24	276	48	.....	324
Total	947	.....	.....	.....	947	909	30,918	1,053	12,573	44,544
Employers' and employees' societies:										
Trade unions and guilds	355	31	12	7	405	212	39,391	4,810	.....	44,201
Employers' societies	17	.....	.....	.....	17	15	919	2,180	.....	3,099
Employees' societies	340	3	17	1	a 361	271	16,741	1,487	.....	18,228
Mixed societies	20	.....	12	1	33	32	8,540	2,807	.....	11,347
Total	732	34	41	9	a 816	530	65,591	11,284	.....	76,875
Philanthropic institutions:										
Local societies	63	1	1	.....	65	56	8,524	1,763	238	10,525
National societies	16	1	.....	.....	17	12	568	440	.....	1,008
Asylums, schools, etc	96	.....	.....	.....	96	64	1,016	4,453	.....	5,469
Total	175	2	1	.....	178	132	10,108	6,656	238	17,002
Private employment bureaus	.....	37	110	769	916	814	1,696	77,633	101,363	180,692
Grand total	1,854	73	152	778	a 2,857	2,385	108,313	96,626	114,174	319,113

a Not including 1 employees' society not reporting as to charges.

FRANCE.

Annuaire des Syndicats Professionnels Industriels, Commerciaux et Agricoles constitués conformément à la loi du 21 mars 1884 en France et aux Colonies. Office du Travail, Ministère du Commerce, de l'Industrie, des Postes et des Télégraphes. 1897, lv, 620 pp.

This is the ninth annual report on trade and agricultural associations organized in conformity with the provisions of the law of March 21, 1884, in France and her colonies. Under this head of associations are included all trade unions, employers' associations, organizations composed of employers and employees, and farmers' associations. The report mainly consists of a directory of these organizations. It also contains short summary tables, copies of the law of March 21, 1884, and the government decrees enforcing the same, and a review of judicial decisions and orders relating to such organizations. The first of the two tables following shows the number of these organizations on July

1 of each year, from 1884 to 1897. The second table shows their membership on July 1 of each year, from 1890 to 1897:

TRADE AND AGRICULTURAL ASSOCIATIONS IN EXISTENCE ON JULY 1 OF EACH YEAR FROM 1884 TO 1897.

Date.	Industrial and commercial associations.			Agricultural associations.	Total.	Increase since July 1 of preceding year.
	Employers'.	Workingmen's.	Mixed.			
July 1, 1884	101	68	1	5	175	.....
July 1, 1885	285	221	4	39	549	374
July 1, 1886	359	280	8	93	740	191
July 1, 1887	598	501	45	214	1,358	618
July 1, 1888	859	725	78	461	2,123	765
July 1, 1889	877	821	69	557	2,324	201
July 1, 1890	1,004	1,006	97	648	2,755	431
July 1, 1891	1,127	1,250	126	750	3,253	498
July 1, 1892	1,212	1,589	147	863	3,811	558
July 1, 1893	1,397	1,926	173	952	4,448	637
July 1, 1894	1,518	2,178	177	1,092	4,965	517
July 1, 1895	1,622	2,163	173	1,188	5,146	181
July 1, 1896	1,730	2,253	169	1,275	5,427	281
July 1, 1897	1,823	2,316	170	1,371	5,680	253

MEMBERSHIP OF TRADE AND AGRICULTURAL ASSOCIATIONS ON JULY 1 OF EACH YEAR FROM 1890 TO 1897.

Date.	Membership of associations.					Increase since July 1 of preceding year.
	Employers'.	Workingmen's.	Mixed.	Agricultural.	Total.	
July 1, 1890	93,411	139,692	14,096	234,234	481,433	.....
July 1, 1891	106,157	205,152	15,773	269,298	596,380	114,947
July 1, 1892	102,549	288,770	18,561	313,800	723,680	127,300
July 1, 1893	114,176	402,125	30,052	353,883	900,236	176,556
July 1, 1894	121,914	403,440	29,124	378,750	933,228	32,992
July 1, 1895	131,031	419,781	31,126	403,261	985,199	51,971
July 1, 1896	141,877	422,777	30,333	423,492	1,018,479	33,280
July 1, 1897	159,293	431,794	32,237	438,596	1,061,920	43,441

The law of March 21, 1884, provides for the registration of all trade and agricultural associations and requires the deposit of copies of the constitution and by-laws of such organizations with the local authorities. It also defines the powers of such associations and provides for the punishment of those who do not comply with the requirements of the law.

Les Associations Ouvrières de Production. Office du Travail, Ministère du Commerce, de l'Industrie, des Postes et des Télégraphes. 1897. 613 pp.

The present report is the result of an inquiry undertaken by the French bureau of labor for the purpose of ascertaining the number and character of workingmen's cooperative productive associations in France, studying their development, and discovering the causes underlying their successes or failures. The report contains: A comprehensive historical review of the development of cooperative productive associations from 1848 to 1897, accompanied by copies of laws and other documents bearing upon the same; monographs of eighteen cooperative

productive associations in France; and statistical tables showing (1) an alphabetical list of workingmen's cooperative productive associations in operation on January 1, 1895, 1896, and 1897, (2) a list of other cooperative enterprises not strictly workingmen's cooperative productive societies, and (3) detailed statistics of workingmen's cooperative productive associations in France in operation during the year 1895, showing for each the form and date of organization, nature of industry, conditions of membership, number of adherents, system of management, original and present capital, subsidies received, wages paid, profits distributed, and other data. The report closes with an analysis of these tables.

The investigation was made in accordance with uniform schedules of inquiries. It disclosed the existence of 213 workingmen's cooperative productive associations in operation in 1895 and 1896. Of these, 200 were personally visited by agents of the bureau. Of the 213 associations, 140 were in operation January 1, 1895. During that year 32 new associations were organized and 11 were discontinued, leaving 161 in operation January 1, 1896. During 1896 41 new associations were founded and 18 disappeared, leaving 184 associations in operation January 1, 1897.

The detailed information contained in the tables relates to 165 of the 172 associations in operation during the year 1895, the information for the remaining 7 associations not being complete. The details are shown for each association, arranged by industries and occupations. The following tables give a summary of the more important figures presented, arranged by industries:

MEMBERSHIP, PERSONS EMPLOYED, AND WAGES PAID IN WORKINGMEN'S COOPERATIVE PRODUCTIVE ASSOCIATIONS, 1895.

Industries.	Associations reporting.	Membership at end of year.	Employees.				Wages paid.		
			Members.		Auxiliaries.		To members.	To auxiliaries.	Total.
			Maximum.	Minimum.	Maximum.	Minimum.			
Forestry and quarrying	4	289	279	188	193	28	$42,766	$10,239	$53,005
Mining	3	435	353	317	123	102	52,025	19,518	71,543
Food products (baking)	2	12	12	7	4	.....	154	12	166
Printing and lithographing	6	1,396	121	121	313	161	61,683	95,303	156,986
Wood engraving, photographing, and paper goods	5	72	47	35	12	10	6,225	1,276	7,501
Hides and leather	13	443	280	240	354	172	60,556	46,715	107,271
Textiles (weaving and printing)	9	2,280	342	276	125	51	36,953	18,274	55,227
Clothing and upholstering	6	182	36	21	30	21	6,449	5,253	11,702
Carpentry and joining	18	403	260	158	270	52	79,234	59,406	138,640
Other woodworking	12	411	221	184	201	116	49,447	32,165	81,612
Brush, broom, basket, and pearl-button making	4	192	166	156	2	2	15,203	193	15,396
Locksmithing	2	18	15	13	20	18	6,948	4,825	11,773
Metal goods	12	821	667	604	2,977	2,863	215,600	559,397	774,997
Diamond cutting	5	151	151	137	39	24	52,129	11,314	63,443
Glass	4	454	505	450	68	53	113,101	14,325	127,426
Paving and road construction	13	161	146	122	592	87	56,113	41,619	97,732
Building trades (earth, stone, cement, tile, etc.)	15	350	297	124	528	43	42,671	27,084	69,755
Roofing and plumbing	4	39	22	27	27	5	8,395	3,445	11,840
Painting, plastering, and decorating	11	94	95	63	286	11	29,248	31,862	61,110
Transportation and handling	17	826	849	770	571	455	294,769	134,347	429,116
Total	165	9,029	4,864	4,013	6,735	4,274	1,229,669	1,116,572	2,346,241

CAPITAL, GOVERNMENT SUBSIDIES, BUSINESS TRANSACTED, AND PROFITS OF WORKINGMEN'S COOPERATIVE PRODUCTIVE ASSOCIATIONS, 1895.

Industries.	Associations reporting.	Capital stock at time of inquiry.		Government donations and subsidies.	Amount of business transacted.	Associations realizing profits.	Profits.
		Subscribed.	Paid in.				
Forestry and quarrying	4	$14,359	$11,637	.....	$80,012	2	$2,141
Mining	3	12,680	4,343	$965	105,281	1	23
Food products (baking)	2	1,640	319	193	772	.....	.....
Printing and lithographing	6	74,807	72,182	2,702	259,199	4	11,584
Wood engraving, photographing, and paper goods	5	5,211	2,735	579	24,198	4	1,010
Hides and leather	13	37,085	28,410	1,023	468,839	4	7,486
Textiles (weaving and printing)	9	71,960	54,639	483	133,137	9	20,484
Clothing and upholstering	6	12,641	10,586	483	41,501	4	1,388
Carpentry and joining	18	118,599	99,791	2,123	517,471	9	74,637
Other woodworking	12	69,770	59,244	1,254	244,687	8	8,158
Brush, broom, basket, and pearl-button making	4	3,184	912	.....	29,860	3	1,632
Locksmithing	2	5,790	3,098	193	41,302	2	4,175
Metal goods	12	1,462,736	1,358,518	483	2,004,303	9	246,927
Diamond cutting	5	22,840	22,840	675	253,404	4	8,707
Glass	4	13,414	70,470	1,158	260,409	2	8,097
Paving and road construction	13	23,836	16,850	483	160,224	8	6,429
Building trades (earth, stone, cement, tile, etc.)	15	43,618	24,477	868	177,555	5	5,961
Roofing and plumbing	4	4,294	2,045	347	27,193	3	1,179
Painting, plastering, and decorating	11	22,620	11,763	579	120,693	6	14,881
Transportation and handling	17	497,494	406,234	579	819,763	13	40,276
Total	165	2,518,578	2,261,093	15,170	5,769,803	100	465,175

The 165 associations from which returns were received had a total membership of 9,029 persons. Most of these were actual or former workingmen engaged in the industry represented by the enterprise. The number of members employed by the associations ranged from 4,013 to 4,864. In addition to these, the associations employed from 4,274 to 6,735 persons who were not members of the cooperative associations and are designated as auxiliaries. A comparison of the difference between the maximum and minimum number of persons employed in cooperative enterprises with the difference in other industrial establishments in France shows a slightly greater irregularity of employment in the former. This irregularity chiefly affects nonmembers employed in such establishments, the stability of employment of actual members of cooperative associations being considerably greater than that of the average French workingman.

The aggregate wages paid by 165 workingmen's cooperative productive associations in France during 1895 amounted to 12,156,600 francs ($2,346,241), of which 6,371,342 francs ($1,229,669) were paid to members and 5,785,348 francs ($1,116,572) to auxiliaries.

The total subscribed capital of the 165 associations at the time of the investigation amounted to 13,049,625 francs ($2,518,578), of which 11,715,507 francs ($2,261,093) was actually paid in. Government subsidies and donations amounting to 78,600 francs ($15,170) were received by the associations during the year 1895.

The aggregate business transacted by the 165 associations during 1895 amounted to 29,895,354 francs ($5,769,803), of which 4,573,326 francs ($882,652) was for work done for the State, the departments, or municipalities. One hundred associations, having an aggregate paid-up capital of about 10,450,000 francs ($2,016,850), realized a total profit of 2,410,234 francs ($465,175) during the year. Sixty-five associations, representing an aggregate capital of about 1,165,000 francs ($224,845), were conducted at a loss. The profits were devoted to the payment of dividends and interest and to reserve and provident funds, and the balance was distributed among members and auxiliaries.

Ninety-four associations, having a membership of 4,606 persons, were members of the "Chambre Consultative," a national federation of cooperative associations organized for the advancement of the cooperative movement and for mutual encouragement.

DECISIONS OF COURTS AFFECTING LABOR.

[This subject, begun in Bulletin No. 2, has been continued in successive issues. All material parts of the decisions are reproduced in the words of the courts, indicated when short by quotation marks and when long by being printed solid. In order to save space, immaterial matter, needed simply by way of explanation, is given in the words of the editorial reviser.]

DECISIONS UNDER STATUTORY LAW.

EMPLOYERS' LIABILITY—CONSTRUCTION OF STATUTE, ETC.—*Mitchell v. Colorado Milling and Elevator Co., 55 Pacific Reporter, page 736.*—Anna M. Mitchell brought suit against the above-named company for damages for the death of her son, one William M. Mitchell. She alleged in her complaint that said William M. Mitchell was her son; that at the time of the accident he was a few months over the age of 22 years and unmarried, and that he supported her from his earnings, she being dependent upon him for her support; that at the time of the accident her son was employed by said company, through its manager, Benjamin F. Hottel, in raising a smokestack; that he had no knowledge or previous experience in such work, but relied upon the knowledge, judgment, skill, and experience of said manager; that said manager was in direct charge of said work and gave all the directions in regard to it; that said manager, acting for the company, provided a derrick for lifting the smokestack into position which had not been constructed for that purpose nor to lift any greater weight than 2,500 pounds, while the smokestack weighed about 4,500 pounds; that said manager caused the block and tackle used in lifting the smokestack to be attached to an eyebolt in said derrick so that the whole weight of the stack was placed upon one small bolt; that he also caused the windlass to which the rope was attached for lifting the stack to be placed directly under said stack so that while it was being lifted it was directly over the heads of those working on the windlass, and that said Mitchell was working on the windlass when the stack was being lifted, and while so engaged the eyebolt holding the hoisting apparatus to the stack broke and the stack fell, striking said Mitchell, from the effect of which blow he died. The case was heard in the district court of Larimer County, Colo., which court rendered a judgment sustaining a demurrer filed by the defendant company to the plaintiff's complaint. Said demurrer was interposed on the ground that the complaint did not state facts sufficient to constitute a cause of action. The plaintiff then appealed the case to the court of appeals of the State, which rendered

its decision December 12, 1898, and reversed the decision of the lower court.

The opinion of the court of appeals was delivered by Judge Wilson, and in the course of the same he used the following language:

The sole question at issue seems to be whether or not it was necessary for plaintiff, in order to maintain this action, to have given to defendant the notice required by section 2 of what is known as the "Employer's Liability Act," adopted in 1893. (Laws 1893, p. 129.) This act of 1893 is confessedly based upon and copied from a similar act passed in Massachusetts in 1887, and this, in turn, upon the English employers' liability act of 1880.

In 1872 it was enacted that when the death of any person was caused by the wrongful act, misconduct, or omission of another, the personal representatives of the decedent might maintain an action therefor against the wrongdoer, if the decedent might have maintained an action had he lived for the same act of misconduct, negligence, or omission; it being provided, however, that the damages should inure to the exclusive benefit of certain relatives of the decedent. It was held that the damages to be awarded under this statute were to be compensatory exclusively, and the true rule for their ascertainment was said to be the probable accumulations of the deceased during the remainder of his life, having reference to his age, occupation, habits, bodily health, and ability. In 1877 this act was repealed, and a substitute enacted in its place, differing but slightly from the former act, however, except that the recovery was limited to $5,000, and that the suit should be instituted and prosecuted by certain designated relatives of the deceased, and not by his personal representatives for their benefit. With reference to this statute, the supreme court has uniformly held that the relief intended to be given was compensatory in its nature, and that the true measure of it was a sum equal to the net pecuniary benefit which plaintiff might reasonably have expected to receive from the deceased in case his life had not been terminated by the wrongful act, negligence, or default of the defendant.

In neither case was the defendant liable for the death as a substantive cause of action; in other words, it would seem that plaintiff would not be entitled to recover more than nominal damages at least, unless it appeared in some manner that the plaintiff had some pecuniary interest in the life of the deceased, and was or might become dependent upon him for some financial assistance or support. In other words, the damages allowed to be recovered were those sustained by the living plaintiff. Under the statute, however, no right of action was given, and no recovery could be had, under the law as declared by the courts, by an employee for injuries to himself, nor by those having an interest in his life for loss of support in case of his death, when the injury or death resulted from the negligence of a coemployee, or from a cause held to be an incident to the employment, the risk of which the employee had assumed. This was also the case in Massachusetts, and to remedy this, and give rights of action in such cases to some extent at least, was the primary object, purpose, and intent, as declared by the Massachusetts courts, of the act from which our act of 1893 was taken. It was to create causes of action where, under the settled judicial construction of the then existing law, there were none. As to whether or not this was the legislative purpose and intent in the enactment of the statute of 1893, it is not necessary for this court in this case to determine. Nor, if such was the purpose, are we now called upon to inquire

to what extent such purpose was effectuated. Nor is it incumbent on us to decide the mooted question as to whether or not the acts of 1893 and 1877 are in pari materia, and should be so construed. The issue here involved is not dependent upon, and can be determined without, the consideration of any of these questions. The title of the latter act is decisive of this case. It is "An act concerning damages sustained by agents, servants and employees." It is a most significant change from the title of the Massachusetts act, from which it was taken, which was "An act to extend and regulate the liability of employers to make compensation for personal injuries suffered by employees in their service." Such a radical difference is most persuasive evidence that the legislature of Colorado did not intend that the act should go to the extent of the Massachusetts act, as settled by the courts of that State. By no rules of construction, by no learning or ingenuity, can it be held that such a title as that of the Colorado act could embrace within its terms any provisions affecting the cause of action, right of action, the amount of recovery or procedure in the case at bar, or in similar cases. This action is not founded upon any damages sustained by either an agent, servant, or employee, nor does it seek to recover any such. The damages sought to be recovered were those solely sustained and suffered by the plaintiff, who was neither an agent, servant, or employee of the defendant. It is true that the damages accrued to her by reason of the death of an employee, but they did not accrue to the employee, nor were they sustained or suffered by him.

Again, and as conclusive of this case, compelling a reversal of the judgment therein, section 21 of article 5 of the constitution of the State provides that "No bill except general appropriation bills shall be passed containing more than one subject, which shall be clearly expressed in its title; but if any subject shall be embraced in any act which shall not be expressed in the title, such act shall be void only as to so much thereof as shall not be so expressed." It is clearly manifest, therefore, that this act of 1893 is obnoxious to this provision of the constitution in so far as it attempts to regulate, restrict, or in any manner affect actions like those at bar, to recover damages by one who was in no capacity in the employ of the defendant. This provision of the constitution is held to be a mandatory declaration of a condition essential to the validity of a legislative enactment, and that portion of the statute not directly germane to the subject expressed in the title must be declared to be without force. We must therefore hold that no part of the act of 1893 applies to or in any manner affects the right to recover or the recovery of damages sustained by any person other than an agent, servant, or employee of the party against whom a recovery is sought.

The complaint herein shows a complete cause of action, and a right of recovery by plaintiff, under the statute of 1877, which is not controlled or affected by the act of 1893. This action is based upon her interest in the life of deceased, her direct dependence upon him, as his mother, for maintenance and support being alleged, and does not seek to recover any damages sustained by the deceased employee. Under the act of 1877, no notice was required to be given to the employer before such suit could be maintained, and it was therefore error to sustain a demurrer to the complaint on the ground of a failure to allege such notice. The judgment is reversed, and the cause will be remanded for further proceedings in conformity with the views here expressed.

EMPLOYERS' LIABILITY—CONSTRUCTION OF STATUTE, ETC.—*Perigo v. Indianapolis Brewing Co., 52 Northeastern Reporter, page 462.*—Action was brought by Smith W. Perigo against the above named company to recover damages for injuries incurred by him while in its employ. The case was heard in the superior court of Marion County, Ind., and judgment was rendered for the defendant company. The plaintiff then appealed the case to the appellate court of the State, which rendered its opinion January 3, 1899, and sustained the action of the lower court. The evidence showed that the plaintiff, a carpenter, was injured by the falling of a scaffold, which he had helped to build two days before, and which was being altered by two fellow workmen, who were removing supports at the direction of a foreman, and substituting others; that the two workmen were experienced carpenters, and the manner of making the alterations was wholly within their discretion; that they did not warn plaintiff that they were about to remove the support, but he was working within five feet of them, and must have known it.

Upon this state of facts Judge Robinson, who delivered the opinion of the appellate court, said therein that the injury resulted from the negligence of coemployees, and that the plaintiff himself was guilty of contributory negligence. Upon the claim advanced that the plaintiff was entitled to recover damages under the provisions of the employers' liability act of the State he used the following language:

It is briefly argued by appellant's counsel that the special verdict entitles appellant to judgment under the coemployees' liability act (Burns' Rev. St. 1894, sec. 7083 et seq.). But under that act the employee so injured must have been in the exercise of due care and diligence. As we have concluded that the verdict fails to show the exercise of such care there could be no recovery under that act, even if the case at bar is of the class that would fall within the provisions of that act, which question we need not and do not decide. Judgment affirmed.

EMPLOYERS' LIABILITY—FELLOW-SERVANTS—CONSTRUCTION OF EMPLOYERS' LIABILITY ACT—*Hodges v. Standard Wheel Co., 52 Northeastern Reporter, page 391.*—In an action brought for damages for personal injuries by John T. Hodges against the above-named company a judgment for the defendant company was rendered in the circuit court of Hancock County, Ind. The evidence showed that Hodges was obliged, while acting in the line of his duty as an employee of said company, to go between two piles of wagon wheel rims to get some timbers that were standing on their ends; that said piles of rims were in danger of falling, and that one Huey, a fellow-workman of Hodges, who had been temporarily put in charge of the work by the foreman, one Saulsbury, held the piles of rims to prevent them from falling while Hodges went back and forth between them; that when Hodges

had removed all but two of the pieces of timber and was bending over with his back toward one pile of rims Huey let go his hold on said pile and some of the rims fell on Hodges' back and injured him. Hodges claimed his right to recover damages on the ground that the cause of the injury was the negligence of Huey and that he was the vice-principal of the company, both under the common law and under the second subdivision of the first section of the employers' liability act, and that for the negligence of a vice-principal the employer is liable. After the judgment was rendered in the lower court Hodges appealed the case to the supreme court of the State, which rendered its decision December 30, 1898, and affirmed the action of the lower court.

Judge Jordan delivered the opinion of the supreme court, and in the course of the same he used the following language:

Appellant, at the time of the accident, as the jury find, was acting as a reasonably prudent man, but Huey was not so acting. No officer, agent, or employee of the appellee, and no one except Huey, had anything to do with the accident to appellant; and the jury further find that the place where appellant was at work when the accident occurred was not a dangerous one in which to do work, if Huey had continued to hold the rims or slats as he was doing. The facts disclosed by the answers to the interrogatories present a case materially different from the one set forth in the complaint. Huey, to whom the negligence, under the facts disclosed by the interrogatories, is imputed, is expressly shown, by the facts, not to have had any such power which authorized him to employ or discharge any of appellant's employees. If it can be said that he occupied a position higher than that of a fellow-servant, it was because the foreman, Saulsbury, would leave him in charge of the work in which he and his associates were engaged when he (the foreman) was temporarily absent in other parts of the premises. Reduced to a simple question, the facts show that Huey was the sole cause of the accident by which appellant was injured; or, in other words, the negligence of appellee, if any, consisted alone in the act of Huey releasing his hold upon the rims, under the circumstances, as he did, at the time appellant was engaged in removing the pieces of pine lumber.

Huey, in lending the support which he did to the pile of rims in question, at the time he and appellant were engaged in removing the pine lumber, in no sense can be said to have been a representative of the appellee, intrusted with the duty of seeing that the place where appellant was working at the time of the accident was safe. He and appellant were associated together as employees engaged in the same common service, that of assorting and grading the strips or rims after they were sawed, and he was nothing more or less than one of appellant's fellow-servants. Certainly, in the assistance which he lent to appellant while the latter was removing the pine lumber, by supporting the pile of wheel rims with which the lumber was connected, he was acting solely as fellow-servant, and not as a representative of appellant's master. If it could be said, upon any view of the case, under the circumstances, that he was of a higher rank than appellant, still it must be true that his act, to which appellant attributes his injuries, was that of a fellow-servant; for it is true that even an agent or representative of a high rank may, at the time an act is done, be a fellow-servant of an employee who occupies a subordinate position. The facts returned

by the jury clearly show that the act or omission of Huey, resulting in the injury to appellant, did not involve a duty which the master owes to his servant. The negligence, if any, is shown to have been that solely of a fellow-servant, and the rule of the common law must control, and precludes a recovery. Appellant, therefore, was not entitled to be awarded a judgment upon the general verdict.

The facts revealed by the answers to the interrogatories, when stripped of conclusions and assumptions, as they must be, clearly show, also, that appellant is not entitled to recover, under subdivision 2 of section 1 of the employers' liability act of 1893 [approved March 4, 1893. Page 294, acts of 1893]. That part of section 1 of the act, necessary to the consideration of the question as here involved, provides as follows: "That every railroad or other corporation, except municipal, operating in this State, shall be liable in damages for personal injury suffered by any employee while in its service, the employee so injured being in the exercise of due care and diligence, in the following cases: * * * Second. Where such injury resulted from the negligence of any person in the service of such corporation, to whose order or direction the injured employee at the time of the injury was bound to conform, and did conform." Counsel for appellee assail the validity of this act so far as it relates to corporations other than railroads; but under its provisions, as the facts disclose, appellant is not entitled to a recovery, and its constitutional validity may therefore be dismissed without consideration. The facts certainly show that Huey, in the position which he occupied in the service of appellee, was not a person, contemplated by the statute, to whose orders appellant was bound to conform or yield obedience. He was but a fellow-servant, engaged in the same common labor with appellant, and in no manner was he the representative of the appellee in giving the orders or directions to appellant which he did. It is shown that he had no more authority to speak or give directions for his master than had appellant. The statute in question certainly intends that, where the injury results from the negligence of a person in the service of a corporation, such person must be one who is, by it at least, expressly or impliedly authorized to give the order or direction, and thereby require the employee to obey. If he is not, then, in a legal sense, the employee is not bound to conform to his order. Huey, as we have seen, is shown by the facts not to have been invested with this power or authority by appellee, and consequently was not the person whom the statute contemplated as the one to whose orders appellant was bound to conform. Judgment affirmed.

EMPLOYERS' LIABILITY—RAILROAD COMPANIES—CONSTRUCTION OF STATUTE—*Benson v. Chicago, St. Paul, Minneapolis and Omaha Railway Co., 77 Northwestern Reporter, page 798.*—This suit was brought under chapter 220, acts of Wisconsin of 1893, the employers' liability act, to recover damages sustained by the plaintiff, Andrew Benson, while in the employ of the above-named railroad company. The plaintiff was injured while propelling a hand car over the defendant's road, and the defendant demurred to the plaintiff's complaint in the district court of Hennepin County, Minn., where the case was heard, on the ground that hand cars were not included in the words "or other cars," contained in the statute above referred to. The court sustained

this demurrer, and the plaintiff appealed the case to the supreme court of the State. Said court rendered its decision January 5, 1899, and reversed the decision of the lower court.

The opinion was delivered by Judge Mitchell, and the syllabus of the same, which was prepared by the court, reads as follows:

Laws Wis. 1893, c. 220, provides that "every railroad or railway company operating any railroad * * * within this State shall be liable for damages sustained within the State, by an employee of such company without negligence on his part * * * while such employee is so engaged in operating, running, riding upon, or switching passenger or freight or other trains, engines or cars and while engaged in the performance of his duty as such employee, and which such injury shall have been caused by the carelessness or negligence of any other employee, officer or agent of such company." Held, that the words "or other * * * cars" include hand cars.

EMPLOYERS' LIABILITY—RAILROAD COMPANIES—NEGLIGENCE OF FELLOW-SERVANT—ENFORCEMENT OF FOREIGN STATUTE—*Chicago and Eastern Illinois Railroad Co. v. Rouse, 52 Northeastern Reporter, page 951.*—Action was brought by R. A. Rouse, administrator of George W. Brewer, deceased, against the above-named company to recover damages for the death of his intestate, who was killed in a railway collision while in the employ of said company. Judgment was rendered in favor of the plaintiff, Rouse, and on an appeal to the appellate court of the third district of Illinois said judgment was affirmed. The defendant company then appealed to the supreme court of Illinois, which rendered its decision February 17, 1899, and affirmed the judgments of the lower courts.

The opinion of the supreme court was delivered by Judge Boggs, and reads, in part, as follows:

George W. Brewer, deceased, appellee's intestate, during his lifetime and at the time of his death, was a resident of Vermilion County, in this State. The appellant, a corporation organized under the laws of this State, was engaged in operating its trains over its own lines and leased lines of railway in the States of Illinois and Indiana. Said intestate was employed as a fireman on one of appellant's locomotive engines, and, while engaged in the discharge of his duty in that capacity on an engine drawing a passenger train along the line of appellant's road in the State of Indiana, was killed by a collision between the said engine and train upon which he was employed, and another engine, drawing a freight train, controlled and operated by other servants of the appellant company upon its said line of road in the State of Indiana. This was an action on the case, commenced in the circuit court of Vermilion County, Ill., by the appellee, administrator of said Brewer, to recover damages for the benefit of those entitled to receive distribution of the personal effects of the said deceased.

The declaration, in some of the counts, charged that the collision was occasioned by the negligence of the conductor of the freight train,

and, in other counts, that the trains collided because of the negligence of the engineer of the freight train, and counted and predicated the right of recovery upon an alleged liability created by the statute of the State of Indiana in such cases, and set forth the statute of such State, and such statute was produced in evidence. Section 7083 of the Indiana statute (Burns' Rev. St. 1894, sec. 7083) provides that where the death of an employee of any railroad company or other corporation is caused by the negligence of any person in the employ or service of such corporation who has charge of any locomotive engine or train of cars upon any railroad, or by the negligence of any fellow-servant engaged in the same common service in any of the several departments of such corporation, while the employee so killed is obeying or conforming to the orders of some superior having authority to direct at the time of such death, the railway company or other corporation operating such locomotive engine or train shall be liable to respond to the personal representatives of such deceased in damages in a sum not exceeding $10,000, to be distributed to the widow and children, if any, or next of kin, of the deceased, in the same manner as personal property of the deceased. A plea of not guilty was filed, and the cause was submitted to and heard by a jury, who returned a verdict in favor of the appellee administrator in the sum of $5,000. The judgment was affirmed by the judgment of the appellate court for the third district on appeal, and the appellant company has prosecuted a further appeal to this court.

The effect of the statute of Indiana is to abrogate the doctrine which, it seems to be conceded, would otherwise be applicable to the facts of this case—that the appellant company, as employer, is not to be held liable for an injury, fatal or otherwise, to an employee which was occasioned by the negligence of a fellow-servant of such employee. The principal question arising is whether this statute will be applied and the doctrine thereof enforced in an action instituted and maintained in the courts of this State, or whether the law as it exists in this State will govern and control. Actions not penal, but for pecuniary damages for torts or civil injuries to the person or property, are transitory, and, if actionable where committed, in general may be maintained in any jurisdiction in which the defendant can be legally served with process. We think it well settled that, without regard to the rule which may obtain as to a cause of action which accrued under the laws of a separate and distinct nation, a right of action which has accrued under the statute of a sister State of the Union will be enforced by the courts of another State of the Union, unless against good morals, natural justice, or the general interests of the citizens of the State in which the action is brought.

It is argued by counsel for appellant that an action can not be maintained in this cause in our courts, for the reason, as alleged, that the laws of the two States are materially variant, it being, as counsel insist, against natural justice and the established public policy of this State to hold an employer liable for injuries inflicted upon an employee by a fellow-servant. This position finds support in the opinion rendered by the supreme court of Wisconsin in Anderson *v.* Railway Co., 37 Wis. 321, and also in expressions employed in opinions rendered in cases in the courts of England. But such is not the prevailing doctrine in the courts of this country.

The supreme court of the State of Indiana has declared the statute in question to be constitutional and valid. [See Pittsburg, Cincinnati, Chicago and St. Louis Ry. Co. *v.* Montgomery, 49 Northeastern Reporter,

page 582 and Department of Labor Bulletin No. 18, page 723.] The right of action accrued and became complete in that State. In this State the doctrine of respondeat superior does not apply to a case where an employee is injured or killed by the neglect of a fellow-servant, but the doctrine of respondeat superior is, in general, recognized in the jurisprudence of this State, and we perceive no ground warranting us to declare the enforcement of the doctrine as enlarged or extended by the Indiana statute must be regarded as so repugnant to good morals or natural justice, or so prejudicial to the best interests of our people, that we should shut the doors of our courts against a suitor who seeks to enforce a right of action which arose under the statute of the sister State. The judgment of the appellate court is affirmed.

EMPLOYERS' LIABILITY—RAILROAD COMPANIES—RELIEF ASSOCIATIONS—RELEASE BY EMPLOYEE OF CLAIM FOR DAMAGES UPON ACCEPTANCE OF BENEFITS—*Johnson v. Charleston and Savannah Railway Co., 32 Southeastern Reporter, page 2.*—This suit was brought by Willis Johnson against the above-named railroad company to recover damages for injuries incurred by him while in its employ. The case was heard in the common pleas circuit court of Charleston County, S. C., and a judgment was there rendered for the defendant company. The plaintiff then appealed the case to the supreme court of the State which rendered its decision January 16, 1899, and affirmed the decision of the lower court. Upon the questions at issue the supreme court was evenly divided, and in such cases, under the constitution of the State, the judgment appealed from stood affirmed.

Justice Pope delivered an opinion in which he stated it to be his opinion that the judgment of the lower court ought to have been reversed, and from said opinion the following is taken:

This action for damages came on for trial before his honor Judge R. C. Watts. The hearing was confined to an oral demurrer to the second affirmative defense set up in the answer, which demurrer was overruled, and from the order of Judge Watts overruling the same an appeal is now presented to this court.

Justice Pope here sets out the pleadings in full, the essential points of which are in substance as follows: In his "complaint" the plaintiff alleged that at the time of the accident he was in the employ of the company as a fireman actively engaged at work on a train; that it became his duty to stand on a platform on which wood was piled and from said platform to load the tender with fuel; that after having supplied the tender with wood, at a signal that the engine was about to move, he endeavored to step onto the engine; that owing to the broken and unsound condition of the platform it broke under his weight and forcibly precipitated him upon the engine; that by reason of the said fall he was seriously injured; that the condition of the platform was the result of the carelessness and negligence of the railroad company, etc. In its "answer" to this complaint the defendant company denies most of its

allegations and sets up by way of a second affirmative defense, the first being of no importance here, that at the time of the accident the plaintiff was a member of the Plant System relief and hospital department; that said department was an organization formed by the defendant and other railroad companies for the purpose of establishing and managing a fund for the payment of definite amounts to employees contributing thereto, who are entitled thereto under the regulations, when they are disabled by accident or sickness, and to their families in the event of death; that the fund was formed from contributions from the employees and the Plant System, from income derived from investments, and from appropriations from the Plant System when necessary to make up a deficit; that prior to his accident the plaintiff had applied for membership, and in said application agreed to be bound by all the regulations of the relief and hospital department; that in said application he further agreed that, in consideration of the contributions of the railroad companies to the fund and of the guaranty by them of the payment of the benefits, the acceptance of benefits from the said department for injury or death should operate as a release of all claims against said companies and each of them on account of said injury or death; that when the plaintiff was injured he became entitled to the benefits coming out of his membership in said department; that he immediately applied for such benefits and received such as he was entitled to as a member of said department; that in accordance with the regulations of said department he also received free medical and surgical attendance from the surgeons of the company and care and treatment in said company's hospitals free of charge; that the plaintiff duly receipted for the benefits paid him, and in consideration of such payment to him he duly released and forever discharged the defendant company and all companies belonging to the Plant System from all claims for damages arising from his injuries, and that said release, etc., was duly signed and sealed and delivered by the plaintiff to the said relief and hospital department.

To the above the plaintiff interposed his "demurrer" and moved that the answer be dismissed, on the ground that it did not state facts sufficient to constitute a defense as the contract alleged therein, to the effect that in consideration of the benefits received from the relief and hospital department the plaintiff should release the defendant from all claims for damages by reason of accidental injury or death, was contrary to law and against public policy, and could not, therefore, be pleaded as a defense. Justice Pope continues as follows:

This demurrer was overruled; and his honor said: "There is no question in my mind that a contract of that kind, whereby a railroad company attempts to relieve itself of any liability on account of negligence, is contrary to public policy; and, where the party enters into the contract beforehand, he would not be estopped from bringing his action for damages against the railroad company. It seems, in this case, that the plaintiff had entered into that agreement relieving the railroad company before he was injured. After he was injured, he was put to his

election as to whether he would sue the railroad company or go ahead and carry out the contract and receive the benefits of that contract. It seems to me that the decision in the case of Price *v* Railroad Co. [33 S. C. 556, 12 S. E. 413] would control this case, and I think the plaintiff is now estopped from bringing his action against the railroad company, having elected to receive the benefits under that contract, and from suing the railroad company here for damages, and I overrule the demurrer." Counsel to the plaintiff excepted to the ruling, and gave notice of intention to appeal. Exceptions: "(1) Because his honor erred in holding that the said second affirmative defense set up in the answer contained allegations of fact sufficient to constitute a defense. (2) Because his honor erred in not holding that a contract whereby a railroad corporation seeks immunity from damages caused by the negligence of itself or its servants is null and void, under the constitution of the State. (3) Because his honor erred in not holding that such a contract is null and void, because it is against public policy. (4) Because his honor erred in holding that such a contract may properly be pleaded as a defense in an action brought by an employee against a railroad company for damages caused by said company or its servants. (5) Because his honor erred in holding that, even if such a contract were void, the receiving of money or other consideration thereunder, was such an act as would bar recovery of damages."

It is apparent from the text of Judge Watts' decision that he held that the contract entered into by and between the plaintiff and the defendant, as a member of the Plant System, was void, as against public policy; and from this decision of Judge Watts there is no appeal, and hence it is the law of this case. However, the circuit judge, as he thought, under the decision of this court in the case of Price *v.* Railroad Co., 33 S. C. 556, 12 S. E. 413, held that the subsequent receipt of Johnson to the defendant company would estop Johnson from bringing this action. We do not think the case of Price *v.* Railroad Co. is decisive of this case.

It seems to us that, when analyzed, the proposition of the defendant railway company is, as to either or both of these matters: First, a party can contract to relieve a railway company from the negligence of such railway company; or, second, a party, not being able to contract with a railroad company as against its negligence, yet, by the acceptance of a benefit under such contract, may be estopped thereby from suing the railway company for its negligence. As to the first position, we say unhesitatingly that our decisions uniformly hold that we can not make a valid contract to free a railway company from negligence. But, apart from our decisions, the new constitution of this State, adopted in the year 1895, in article 9, sec. 15, provides: "Every employee of every railroad corporation shall have the same rights and remedies for any injury suffered by him from the acts or omissions of said corporation or its employees as are allowed by law to other persons not employees, when the injury results from the negligence of a superior agent or officer or of a person having a right to control or direct the services of a party injured, and also when the injury results from the negligence of a fellow-servant engaged in another department of labor from that of the party injured, or of a fellow-servant on another train of cars or even engaged about a different piece of work. * * * *Any contract or agreement expressed or implied, made by any employee to waive the benefit of this section, shall be null and void;* and this section shall not be construed to deprive any employee of a corporation or his legal or personal representative, of any remedy or right that he now has by the law of the land." (Italics ours.)

One of the results of this provision of the constitution is that the employees of a railway corporation are placed upon the same plane with all other persons in any case of injury which results from negligence of such railway company. This being so, no contract by which an employee binds himself to forego an action by reason of negligence as against a railway company is valid. It is not only against public policy, but it is forbidden by the constitution. Now, as to the second point: It seems to us that the language in the last part of section 15, art. 9, of our constitution forbids any agreement by an employee to waive the benefits of this section. But, if this were not so, still, as the original contract to release the railway from the liability for its negligence was void, any attempt by this employee to ratify such void contract is a nullity. It is needless to prolong this discussion or to cite the numerous authorities bearing on this matter. 28 Am. & Eng. Enc. Law, 478, puts the doctrine thus: "A void act, as defined in the latter cases, and by approved authorities, is one which is entirely null, not binding on either party, and not susceptible of *ratification*." (Italics ours.) We will not undertake to comment upon the plans of the Plant System as to the protective association. My opinion is that the judgment of this court should be that the judgment of the circuit court be reversed; but, inasmuch as the justices are evenly divided in opinion, under our constitution the judgment of the circuit court stands affirmed.

Chief Justice McIver delivered an opinion in favor of affirming the judgment of the lower court, and the following is quoted therefrom:

The sole question presented for the decision of the circuit judge was whether the demurrer to the second affirmative defense, based upon the ground that the facts stated therein were not sufficient to constitute a defense, should be sustained; and, he having held that the demurrer could not be sustained, the question presented for the decision of this court is whether such ruling was erroneous in one or more of the several particulars pointed out by the exceptions. According to a strict practice, the only question necessary for this court to consider is whether the second and fifth exceptions can be sustained.

The second exception presents the question whether there is any provision in the present constitution declaring that "a contract whereby a railroad corporation seeks immunity from damages caused by the negligence of itself or its servants is null and void." The only provision which is relied upon is that contained in section 15 of article 9 of the present constitution [set out in full in the opinion of Mr. Justice Pope, ante]. It seems to me very obvious that the main purpose of this provision of the constitution was to make material, and, as I think, wise and proper, changes in the long established rule whereby an employer, when sued for damages for injuries sustained by one of his employees, could exempt himself from liability by showing that the injuries complained of by the employee resulted from the negligence of one of his fellow-servants, and to settle finally the doctrine (as to which there has been some conflict of authority) that the fact that an employee (except a conductor or engineer in charge of dangerous or unsafe cars or engines voluntarily operated by him) knew that the machinery or other appliance by which he was injured was defective or unsafe would constitute no defense to an action for damages brought by such employee, and finally to declare that any contract or agreement, either expressed or implied, by which any employee undertakes to waive the benefits of this section, shall be null and void.

The affirmative defense here set up is not based upon any contract or agreement to waive any of the benefits secured by the section of the

constitution above analyzed. The constitutional provision now under consideration does not even purport to declare that a railroad corporation can not, by contract, exempt itself from liabilities for damages sustained by reason of its own negligence or that of its servants or agents, for the very obvious reason that such a declaration would have been wholly unnecessary, as that was the law at the time of the adoption of the constitution, well settled by authority, and fully sustained by sound reason, and undisputed by anyone. The sole object of the constitutional provision was to confer upon the employees of railroad corporations certain benefits therein specifically stated, which they either had not previously enjoyed, or their right to which was a matter of question; and, to secure to such employees the full enjoyments of such benefits, it was further provided that any contract to waive any of such benefits "shall be null and void." I am therefore unable to perceive that section 15 of article 9 of the present constitution has any application to this case, and hence I think the second exception should be overruled.

Proceeding, then, to the consideration of the fifth exception: This exception, as it seems to me, is based upon the assumption that the contract or arrangement set out in the second affirmative defense is void because against public policy. Whether this assumption is well founded is an important and interesting inquiry, of novel impression in this State, at least.

If it be assumed that the circuit judge did consider the contract or arrangements set out in the affirmative defense void as against public policy, and gave as his reason for the judgment which he pronounced, that, notwithstanding such contract was void, yet the plaintiff, by accepting its benefits after the injury was sustained, had estopped himself from bringing this action, I do not think this court would be thereby precluded from considering and determining the two questions: (1) Whether the contract or arrangements set up as a bar to the action was in fact contrary to public policy, and therefore void; (2) if so, whether the acceptance of the benefits of such contract or arrangements after the injury was sustained estopped the plaintiff from bringing this action.

In the outset I desire to say (what would seem to be needless, but for the fact that it appears to have been thought necessary to expend much time and labor upon the point) that I do not suppose anyone doubts that a contract whereby a railroad corporation, or any other common carrier, undertakes to secure immunity from liability for damages for injuries resulting from the negligence of the carrier, or any of his servants or agents, is contrary to public policy, and therefore void. But the question here is whether the contract or arrangement set up in the affirmative defense is a contract for immunity from damages. I do not think it can be so regarded, for, on the contrary, the very terms of the contract necessarily assume that the defendant is liable, and the whole scope and effect of the contract are to fix the measure of such liability, and the manner in which such liability shall be satisfied.

The chief justice at this point describes the plan of the relief and hospital department of the Plant System and the contract which plaintiff entered into when he joined it, as set out prior hereto in the opinion of Justice Pope, and then continues as follows:

By entering into this contract evidenced by his becoming a member of the relief and hospital department, the plaintiff did not waive or release any right of action which he might thereafter have against the

defendant company, but his contract was that if, after receiving any injury at the hands of the company, he accepted any benefits which he would be entitled to claim by virtue of his membership of such department, such acceptance should operate as a release of any right of action which he might otherwise have against the company. So that by the terms of the arrangement the plaintiff, after he sustained the injury, had his election either to accept the benefits which, as a member of the relief and hospital department, he would be entitled to claim, or to decline to receive such benefits. If he accepted, he was then bound to release the company; but if he declined, he was not bound to release the company, but retained his right of action, just as if he had never become a member of the relief and hospital department. It may be said that this seems to be a one-sided arrangement, as the plaintiff, if he declined to accept the benefits, would lose the amount which he had contributed to the relief and hospital department fund. But when it is considered that by the terms of the arrangements the plaintiff would be entitled to the benefits of the fund, and to medical or surgical services, and to care and treatment in the hospital, free of any charges therefor, even if his disability arose from sickness from natural causes, or from injuries for which the railroad company could not be held responsible, this seeming one-sidedness disappears. Furthermore, inasmuch as the plaintiff had the right of election, after the injury was sustained, either to sue for damages, or to claim the benefits of the relief and hospital department, he could, if the injury was slight, accept the benefits of the relief and hospital department as satisfactory compensation for the injury, but if the injury was serious, calling for greater compensation than would be afforded by the benefits which he might claim, he could exercise his right to sue for damages; so that it seems to me that the arrangement, properly understood, would be favorable, rather than detrimental, to the interests of the employee. But, however this may be, such an arrangement certainly can not be regarded as a contract whereby the carrier undertook to secure immunity from liability for injuries sustained by his employee, resulting from his own negligence, or that of his servants or agents.

But even if the contract in question could be regarded as contrary to public policy, and therefore void, then, in the eye of the law, the case stands as if no such contract had ever been executed. If the contract was an absolute nullity, then it is as though no such contract was ever made. If so, then the allegation distinctly made in the second affirmative defense, that the plaintiff, after sustaining the injury complained of, for valuable consideration under his hand and seal, released the defendant company from all liability for such injury, was certainly sufficient to constitute a defense to the action; and for that reason, if no other, the demurrer was properly overruled.

It is contended, however, that the release relied on as a bar to the action is but a part of the contract claimed to be void because contrary to public policy, and hence must fall with it. In the first place, I do not think any part of the contract is contrary to public policy; but conceding, for the sake of argument, that it is, in the second place I do not think the act of giving the release entered into, or formed any part of, the contract. The terms of the contract, as set out in the second affirmative defense, are that the plaintiff "agreed that, in consideration of the contributions of the said companies comprising the Plant System to the relief and hospital department, and of the guaranty by them of the payment of the benefits aforesaid, *the acceptance of the benefits from*

the said relief and hospital department for injury or death shall operate as a release of all claims against said companies, and each of them, for damages by reason of such injury or death" (italics mine); and I am unable to discover anything in the contract which contemplates or requires any formal release, such as is alleged to have been executed by the plaintiff. On the contrary, if, as we have seen, by the terms of the contract, the acceptance were to "operate as a release," there would and could be no necessity for the execution of a formal release. Hence, when the plaintiff did, as alleged, execute a formal release, he was not acting in pursuance of the contract, or carrying out any of its terms, but it was his own voluntary act, independent of the alleged void contract, which must operate as a bar to the action.

It was claimed by counsel for appellant, in his argument, that under the rules and regulations of the defendant company the plaintiff was required, when he entered the service of such company, to become a member of the said relief and hospital department; but, as that fact does not appear in the "case" as prepared for argument here, it can not, under the well-settled rule, be considered. But I may say that, under my view of the case, such fact, even if it did appear, would make no difference. As I understand it, every person who enters the employment of another agrees, either expressly or impliedly, to conform to the regulations of the employer for the control and management of his employees; and, if he is not willing to conform to such regulations, he is at perfect liberty to decline entering the service of such employer. So, here, when the plaintiff entered the service of the defendant company he did so voluntarily, as he was under no compulsion to do so, and might have entered the service of some other company which had no such rules and regulations, or might have engaged in some other employment, but, when he entered the service of the defendant company, he, like all other employees, signified his willingness to conform to its regulations; and he, therefore, can not properly be said to have been compelled to enter into the contract or arrangements in question.

It seems to me, therefore, that, under any view that may properly be taken of this case, there was no error in the judgment overruling the demurrer, and hence such judgment should be affirmed.

MECHANICS' LIENS—CONSTRUCTION OF STATUTE—PRIORITY OF LIENS FOR LABOR OVER PRIOR MORTGAGE LIEN—*Atlantic Dynamite Co. et al. v. Ropes Gold and Silver Co., and Ishpeming National Bank v. Johnson et al., 77 Northwestern Reporter, page 938.*—In the circuit court of Marquette County, Wis., in an action brought by the dynamite company above named and others against the Ropes Gold and Silver Company, a decree was entered sequestering the property of said gold and silver company to pay its debts and providing that all parties having claims against it might file them and become parties to the suit. Claims for labor were filed by Henry Johnson and others and were allowed, and a claim of the Ishpeming National Bank, secured by two mortgages upon the property of the gold and silver company, was also filed and allowed. A further decree was issued to the effect that the labor claims of Henry Johnson and others should have preference over the mortgage claims of the bank, and from this decree the bank appealed the case to the supreme court of the State, which ren-

dered its decision January 20, 1899, and affirmed the decree of the lower court.

Judge Long delivered the opinion of the supreme court and used the following language therein:

The only question presented is whether the labor claims have such precedence. Section 8408, How. Ann. St., provides: "Every person who shall furnish or perform any labor for any corporation organized for the purpose of mining, smelting or manufacturing iron, copper, silver or any other ores or minerals, in the upper peninsula of this State, and every bona fide holder of any draft or order for the payment of money due for any such labor, issued or drawn by an officer, clerk or agent of any such corporation, shall have a lien for the amount due thereon or therefor, upon all the real and personal property of such corporation, lying and being in said upper peninsula, which said lien shall take precedence of all other debts, judgments or decrees, liens or mortgages, against such corporation, except liens accruing to this State for taxes, fines or penalties; and every such lien may be proceeded on, enforced and collected out of such real and personal property, or either of the same, in the same manner and under the same regulations, limitations and conditions, as near as may be, as are herein provided for the enforcement and collection of other liens on real or personal property as the case may be: provided, that in the enforcement of any lien provided for in this section, it shall not be necessary to file, prove or produce any written contract relative to the labor on which such lien is based." (Laws 1867, act No. 201.) Its language is plain and unambiguous. It provides that such liens (labor liens) shall have "precedence of all other debts, judgments or decrees, liens or mortgages, against such corporation, except liens accruing to this State for taxes, fines and penalties." There can be no question of the legislative intent that labor liens should have precedence.

The statute was upon the statute books at the time the mortgages were given, and entered into the contract between the mortgagors and mortgagees. The mortgagees must be presumed to have known that, when labor liens were filed, such liens would take precedence over the mortgagees, and they are presumed to have contracted with this in view. The decree of the court below must be affirmed.

MECHANICS' LIENS LAW—CONSTRUCTION OF STATUTE—PRIORITY OF VENDOR'S LIEN—*Cooley et al. v. Black, 48 Southwestern Reporter, page 1075.*—Action was brought by John A. Black against J. A. Cooley and others and was heard in the circuit court of Knox County, Ky. A judgment was rendered in favor of the plaintiff, and the case was appealed by the defendants to the court of appeals of the State, which rendered its decision January 12, 1899, and sustained the judgment of the lower court.

The facts in the case and the decision made are fully set out in the opinion of the court of appeals which was delivered by Judge Paynter and from which the following is taken:

This action arose under section 1, art. 1, c. 70, Gen. St., which reads as follows: "A person who performs labor, or furnishes materials in the

erection, altering, or repairing a house, building, or other structure, or for any fixture or machinery therein, or for the excavation of cellars, cisterns, vaults, wells, or for the improvement, in any manner, of real estate by contract with or by the written consent of the owner, shall have a lien thereon and upon the land upon which such improvements may have been made, or on any interest such owner has in the same, to secure the amount thereof, with costs."

The facts may be stated as follows: In February, 1890, the appellee, Black, sold to the Barbourville Land and Improvement Company, a corporation, a tract of land containing over 70 acres, and by deed conveyed it to the corporation, in which a lien was reserved for the unpaid purchase money. This deed was duly placed upon record. The improvement company subdivided the land into streets and alleys and town lots, and shortly thereafter (1890) contracted with the appellant Cooley to erect the foundation and build the chimneys for an hotel on certain lots embraced in the subdivision, and contracted with the Barbourville Wood-Working Manufacturing Company to furnish material and perform labor necessary to complete the building. The appellants claim that they have a superior lien upon the building which was erected upon the lots to that of Black. It is conceded by the appellants that Black has a superior lien upon the lots upon which the building was erected. The court below decided that the vendor's lien was superior to that of appellants on the entire property.

The question in this case is, did the legislature intend to give mechanics and material men liens superior to that held by a vendor at the time they furnished material or performed labor in the erection of a building? The general assembly could, as it did, say that the man who performs labor or furnishes material in the erection of a building has a lien upon it and upon the land upon which it stands. This lien, however, can exist notwithstanding a vendor had a lien upon the real estate at the time the improvement was made. The declaration that the lien attaches in favor of the labor or material man does not indicate that the improvements made on the land are not to assume the nature of realty, and that the vendor's lien was not to continue to exist thereon in the same manner as it would have done before the enactment of the mechanic's lien law. Before we could hold that the lawmaking power intended that the laborer or contractor was to have a lien superior to that of a vendor, some language would have to be used which clearly manifested that purpose. Phil. Mech. Liens, § 237, says: "Does a prior mortgage on land, which is subsequently improved by buildings, extend its lien over the latter, to the exclusion of mechanics who erected them? In answer it has been said that the lien created by the statute does not and can not interfere with the prior incumbrance created by mortgage upon the land upon which the building is erected. It is equally clear, upon the principles of the common law, and independent of any statutory provision, that any building or improvement erected upon land subsequent to the execution of the mortgage, becomes a part of the land, and subject to the existing incumbrance. And it may be safely affirmed that a mortgagee can not be deprived of the benefit derived from subsequent improvement, except by clear and express legislative provision. In case of doubt, his acknowledged common-law right would prevail." It is insisted that because the act of 1834 contained a proviso that the act should not be construed to affect or impair lines, etc., on the property, and as this proviso was not carried into the law as found in the General Statutes, therefore the legislature manifested an intention to make a

mechanic's lien superior to all liens existing at the time the mechanic's lien attached. If this reasoning be sound, then the mechanic's lien would be superior to the existing liens on the land as well as the building erected thereon. The general assembly did not know what construction parties and the courts might place on the act of 1834; hence gave a rule of interpretation. This court construed the act of 1834 in Orr *v.* Batterton, 14 B. Mon. 82, and said: "Now, there can be no doubt that, independent of the law which gives a lien to the mechanic, the property, in its improved condition, if the vendee had made any improvements upon it, was subject to the vendor's lien. It follows, therefore, as an inevitable consequence, as this law does not affect or injure the lien of the vendor, that it has to be first satisfied, and the lien on the property given to the mechanic is entirely subordinate to it." The court recognized that the general assembly did not intend to injure or impair liens existing at the time the labor was performed or material furnished in the erection of a building, and, independent of the purpose to do so, such liens would not injure such preexisting liens. The general assembly, in view of that decision and through the exercise of its knowledge as to the rules of interpretation of statutes, deemed it unnecessary to prescribe a rule for construing subsequent acts giving liens to mechanics for labor performed and material furnished, etc.

As the record of the county court showed appellee's lien existed, the appellants were charged with notice thereof. With that knowledge, they chose to risk the expenditure necessary to perform their contracts, and they can not now complain that the result is a hardship upon them. The judgment is affirmed.

DECISIONS UNDER COMMON LAW.

AUTHORITY OF AGENT—HIRING SERVANT—REASONABLE LENGTH OF EMPLOYMENT—*Drohan v. Merrill and Ring Lumber Co., 77 Northwestern Reporter, page 957.*—Action was brought in the municipal court of Duluth, Minn., by James Drohan against the above-named company. Verdict was rendered for the plaintiff, and from an order of said court denying a new trial the company appealed the case to the supreme court of the State, which rendered its decision January 11, 1899, and affirmed the action of the lower court.

The opinion of the supreme court, delivered by Judge Canty, shows the facts in the case, the decision, and the reasons therefor. It reads as follows:

Plaintiff, in his complaint herein, alleges that he and the defendant corporation entered into a contract whereby it employed him as "blacksmith and handy man" in its lumber camp for three months from and after December 15, 1897, at the wages of $45 per month; that he entered upon his duties, and, after he had discharged the same for fourteen days, defendant discharged him without cause, and refused longer to employ him; and that during the balance of the three months he earned $32, and no more. He brought this action to recover the amount of the balance of the wages for the three months as damages for the breach of the contract. On trial he had a verdict, and defendant appeals from an order denying a new trial.

Plaintiff was employed through an employment agent, and appellant contends that the agent did not have authority to employ plaintiff for

three months, or for any other definite length of time. We can not so hold. The testimony shows that appellant's foreman said to the employment agent, "Send me a blacksmith and handy man," and that the foreman authorized the agent to hire such a man at the wages of $45 per month, but that nothing was said between the foreman and agent as to the length of time for which the man should be employed. The testimony of the agent is to the same effect. We are of opinion that this was sufficient authority to authorize the agent to make a contract of employment for what, under all the circumstances, would be a reasonable length of time; and we are not able to say, as a question of law, that in this case three months was not a reasonable length of time. What is a reasonable length of time will depend on the nature of the business, the time of the year in which it is usually prosecuted, and the length of time which it is likely to take to complete the work. (Williams *v.* Getty, 31 Pa. St. 461.) "Authority to employ will, in the absence of restrictive words, include authority to make a complete contract, definite as to amount of compensation, time of employment," etc. (1. Am. & Eng. Enc. Law, 2d Ed., 1034.) This is the only point raised having any merit, and the order appealed from is affirmed.

BLACKLISTING—CONSPIRACY—FALSE ENTRY ON RECORD AS TO CAUSE OF DISCHARGE—*Hundley v. Louisville and Nashville Railroad Co., 48 Southwestern Reporter, page 429.*—Action was brought by John Hundley against the above-named company to recover damages for alleged wrongful acts of the defendant whereby he had been prevented from obtaining employment. In the circuit court of Marion County, Ky., where the suit was heard, a judgment was rendered for the defendant company and the plaintiff appealed the case to the court of appeals of the State, which rendered its decision December 13, 1898, and affirmed the judgment of the lower court.

The facts in the case are shown in the opinion of the court of appeals, which was delivered by Judge Paynter, and which reads in part as follows:

It is averred in the petition as amended that the plaintiff has no trade or calling except railroading; that for the past five years he has been in the employment of the defendant; that while engaged in the discharge of his duty he was wrongfully, unlawfully, and maliciously discharged by it; that it wrongfully, unlawfully, and maliciously blacklisted him; that he was blacklisted wrongfully, unlawfully, maliciously, and falsely by its placing upon its records a pretended cause of discharge, to wit, neglect of duty, with a view of injuring and preventing him from entering its employment or that of other railroad companies; that it had entered into a conspiracy and combination with other railroad companies by which its employees discharged for cause will not be given employment by other railroad companies; that, on account of its false and malicious acts and its conspiracy with other railroad companies, he has been deprived of the right to again engage in the employment of the defendant or other railroad companies; that the wrongful acts mentioned were committed for the purpose of making, and had made, it impossible for him to ever again get employment from the defendant on any of its lines, or from other railroad companies in

the United States; and that he has been damaged thereby in the sum of $5,000.

Our attention has not been invited to, nor have we been able to find, any reported case involving exactly the same question as is involved in this case. It is a novel question in this court, although there are reported cases of other courts the doctrine of which might be applied to this case. As the population of the country increases, as the business and commercial industries multiply, as inventive genius causes the civilized peoples of the world to marvel at its discoveries and productions, as space is annihilated by the means of rapid transit for man, commerce, thought, and sound, thus facilitating the conduct of the business, the pursuit of occupations and callings, and the promotion of the social and political intercourse of the world, courts are called upon to apply familiar principles to new questions; if none seem to be applicable, to enunciate a just rule, suited to the state of facts before it and for future application to similar facts. It can never be said that the novelty of a complaint is an objection to the action, if it is made to appear that an injury has been inflicted of which the law is cognizable. The familiar maxim of the law, "Ubi jus, ibi remedium," is considered valuable by all courts. It was this maxim which caused the invention of the form of action called an "action on the case." It is the part of every man's civil rights to enter into any lawful business, and to assume business relations with any person who is capable of making a contract. It is likewise a part of such rights to refuse to enter into business relations, whether such refusal be the result of reason, or of whim, caprice, prejudice, or malice. If he is wrongfully deprived of these rights, he is entitled to redress. Every person sui juris is entitled to pursue any lawful trade, occupation, or calling. It is part of his civil rights to do so. He is as much entitled to pursue his trade, occupation, or calling, and be protected in it, as is the citizen in his life, liberty, and property. Whoever wrongfully prevents him from doing so inflicts an actionable injury. For every injury suffered by reason of a violent or malicious act done to a man's occupation, profession, or way of getting a livelihood, an action lies. Such an act is an invasion of legal rights. A man's trade, occupation, or profession may be injured to such an extent, by reason of a violent or malicious act, as would prevent him from making a livelihood. One who has followed a certain trade or calling for years may be almost unfitted for any other business. To deprive him of his trade or calling is to condemn, not only him, but perchance a wife and children, to penury and want. Public interests, humanity, and individual rights, alike, demand the redress of a wrong which is followed by such lamentable consequences. A railroad company has the right to engage in its service whomsoever it pleases, and, as part of its right to conduct its business, is the right to discharge anyone from its service, unless to do so would be in violation of contractual relations with the employee. It is the duty of a railroad company to keep in its service persons who are capable of discharging their important duties in a careful and skillful manner. The public interest, as well as the vast property interests of the company, require that none other should be employed by it. Its duty in this regard and its right to discharge an employee does not imply the right to be guilty of a violent or malicious act, which results in the injury of the discharged employee's calling. The company has a right to keep a record of the causes for which it discharges an employee, but in the exercise of this right the duty is imposed to make a truthful statement of the cause of the discharge. If, by an arrange-

ment among the railroad companies of the country, a record is to be kept by them of the causes of the discharge of their employees, and when they are discharged for certain causes the others will not employ them, it becomes important that the record kept should contain a true statement of the cause of an employee's discharge. A false entry on the record may utterly destroy and prevent him from making a livelihood at his chosen business. Such false entry must be regarded as intended to injure the discharged employee; therefore a malicious act. If it is the custom of the railroads of the country to keep such record, and that employees discharged for certain causes are not to be employed by them, then it enters into, and forms part of, every contract of employment that neither a false entry shall be made, nor one so made communicated, directly or indirectly, to any other railroad company. Suppose it was the custom of the railroads, when an employee was discharged without cause, to give him a card or statement to that effect, and if he did not have such card or statement he could not get employment with other railroad companies, then that custom would enter into every contract of employment; and if a company wrongfully refused to give it to the discharged employee, and in consequence of which refusal he was injured, a cause of action would lie for the damages sustained.

The plaintiff does not seek to recover because he was discharged in violation of a contract which he had with the defendant. He does not allege that he had a contract with it to perform services for it for a given length of time. He seeks to recover damages for its alleged wrongful act in making the false entry upon its record against him, to prevent him from pursuing his calling by rendering it impossible for him to get employment from other railroad companies.

The petition does not state a cause of action against the defendant. The averments that he had been deprived of the "right" to again engage in the employment of other railroad companies, and that the alleged wrongful act had made it impossible for him to ever again get employment with other railroad companies, are mere conclusions of the pleader from the facts alleged. It should have been averred that he had sought, and been refused, employment by reason of the alleged wrongful act. An agreement made with other railroad companies not to employ defendant's discharged employees does not injure the plaintiff unless carried out. An averment that the defendant conspired and combined with other railroad companies to do an act, if unlawful, would not obviate the necessity of making the averment that he had sought and been refused employment by reason of the alleged wrongful act. Injury is the gist of the action. The liability is damages for doing, not for conspiracy. The charge of conspiracy does not change the nature of the act. In an action for damages, there must be some overt act, consequent upon the agreement to do a wrong, to give the plaintiff a standing in a court of law. For the reasons given the judgment sustaining a demurrer to the petition is affirmed.

BOYCOTTING, INTIMIDATION, ETC.—INJUNCTION TO PROHIBIT SAME—*Beck et al. v. Railway Teamsters' Protective Union et al., 77 Northwestern Reporter, page 13.*—In the circuit court of Wayne County, Mich., upon the complaint of Jacob Beck and others, an injunction was issued against the Railway Teamsters' Protective Union and others to

restrain them from interfering with the complainants' business. The decree of the court read as follows:

This cause having come to be heard upon the bill of complaint herein, * * * it is ordered, adjudged, and decreed as follows: That each and all of the said defendants in this cause be, and are hereby, permanently enjoined, and each and all of said defendants are hereby ordered from this day to absolutely desist and refrain from:

(1) In any manner interfering with the employees of the complainants, Jacob Beck, George Beck, and Jacob F. Beck, co-partners as Jacob Beck & Sons, now in the employ of said Jacob Beck & Sons, and from in any manner interfering with any person who may desire to enter the employ of said Jacob Beck & Sons, by way of threats, personal violence, intimidation, or other unlawful means calculated or intended to prevent such persons from entering or continuing in the employ of said Jacob Beck & Sons, or calculated or intended to induce any such person or persons to leave the employ of said Jacob Beck & Sons.

(2) From interfering, intimidating, boycotting, by violence, molesting, or threatening, in any manner, the customers of said complainants, Jacob Beck & Sons, or any other person or persons, for the purpose, by means of such interference, intimidation, boycott, or threats, of inducing such person or persons not to deal with or do business with said Jacob Beck & Sons.

(3) From congregating or loitering about or in the neighborhood of the premises of complainants, Jacob Beck & Sons, or at other places, with intent to interfere with the employees of said complainants, Jacob Beck & Sons, or with the prosecution of their work, and to interfere with or intimidate the employees of said complainants with intent to cause them to leave the employment of the complainants, or to interfere with or obstruct in any manner the business or trade of said Jacob Beck & Sons, and to prevent or induce the public, by means of boycott circulars or threats of boycott, or by threats of injuring the business of any person or persons, not to trade or deal with the said Jacob Beck & Sons.

(4) From interfering with the free access of employees of Jacob Beck & Sons to Jacob Beck & Sons' premises, and their place of work, and the return of said employees to their places of business or their homes.

(5) From impeding, obstructing, or interfering with, by boycott, violence, threat, intimidation, or otherwise, the trade or customers of said Jacob Beck & Sons, with the purpose or intention of inducing them not to patronize the said complainants.

(6) From giving any directions or orders to committees, associations, or otherwise for the performance of any such acts or threats hereinbefore enjoined, and from in any manner whatever impeding, obstructing, or interfering with the regular operation and conduct of the business of complainants.

(7) It is further ordered, adjudged, and decreed that nothing hereinbefore contained shall be construed as inhibiting the peaceful distribution of circulars such as is attached to the bill of complaint in this cause, or circulars similar thereto, to customers of said Beck & Sons, or to the public in the vicinity, but not in front of the mill or premises of said complainants, Jacob Beck & Sons, or inhibiting any peaceful appeal to refrain from their business relations with said Beck & Sons.

(8) And it is further ordered, adjudged, and decreed that said injunction shall not be construed as inhibiting said defendants from threatening to boycott, except by violence, or from boycotting by

peaceful means, or from the distribution of said boycott circulars, such as is attached to the bill of complaint in this cause, or circulars similar thereto, to said customers or to the public, or from threatening to injure, affect, or ruin the business of said customers of said Jacob Beck & Sons, or others, by any effort to compel or induce said customers or others to refrain from business relations with said Beck & Sons, which effort shall not be accompanied with violence or threat of violence.

The boycotting circular used and distributed by the defendants and mentioned in the above decree of the court read as follows:

Boycott Jacob Beck & Sons' feed mills. To organized labor and their friends: The above firm has broken faith with the representatives of the Trades Council and the Railway Teamsters' Union, by annulling an agreement entered into with the above organizations in July last, that none but union men should be employed by that firm thereafter. They have now discharged their union men, and hired nonunion men to take their places. We therefore ask all people who believe in living wages and fair treatment of employees to leave this firm and their product severely alone. Boycott Beck & Sons. By order of Detroit Trades Council.

The defendants accepted the decree of the court without appeal, but the complainants, not being satisfied with the provisions of the seventh and eighth paragraphs of the decree, which sanctioned the distribution of the boycotting circulars, etc., appealed the case to the supreme court of the State, which rendered its decision November 15, 1898, and modified the decree of the lower court by enjoining "picketing," the distribution of the boycotting circulars, and all acts of intimidation or coercion.

The opinion of the supreme court was delivered by Chief Justice Grant and contains a sufficient statement of the facts in the case. So much of the same as is necessary for an understanding of the decision is quoted below:

The allegations of the bill are fully sustained by the evidence. When complainants' teamsters presented the contract to them in July they informed complainants that it was not so much the wages, but it was "the scale they wanted them to sign." The teamsters did not have the contract with them, and again called in the evening with the defendant Innis [the agent of the Trades Council]. The contract being a long one, the complainants took time to consider it; and when Innis and the teamsters called, a few days afterwards, complainants declined to sign it, and informed Innis and the teamsters that they had made arrangements with the Shedden Truck Company and others to do their trucking during the summer. The Shedden Truck Company employed only union men. Complainants also employed one Richardson, who owned a team, and was not a member of the union, to do some teaming. The union teamsters immediately began obstructing Mr. Richardson in his work, by getting in his way, and howling at him; and, when Mr. George Beck came up on his bicycle, some one in the crowd cried out: "Here is a rope. Hang Beck with that. That is the fellow you want." Some sticks and bricks were also thrown. A policeman was called, and then the union teamsters gave Mr. Richardson the right of way. Meanwhile crowds collected in a threatening manner around the mill to watch those going to purchase and to endeavor to stop them. Two policemen were

called in to preserve order. This state of affairs continued for about a week, during which time customers were intimidated and frightened away, and the Shedden Truck Company forced to refuse to do trucking for complainants. The boycotting circular was issued, and it was distributed to complainants' customers and others by the representatives of the union, in the streets and elsewhere. On August 7th the executive committee from the Council of Trades and Labor Unions, accompanied by Mr. Innis, visited complainants, and endeavored to persuade them to sign the agreement. Union teamsters to the number of 10 or 15 were then outside in the street, making considerable noise. Complainants refused to sign the scale, and informed their visitors that they had employed the Shedden Truck Company to do their trucking for the summer, and that when they brought their teams back in the fall they would notify the union. This pacified the union, though the result was to throw the five teamsters then belonging to the union and employed by the complainants out of employment. In October complainants brought back their teams, and notified Innis of the fact, and that they should employ their own teamsters, and would not sign the contract. Then the Teamsters' Union, defendant Innis, and others, evidently with the approval of the Trades Council, began the systematic course of conduct complained of. Meanwhile complainants' teamsters, without their advice or knowledge, had withdrawn from the union. Members of the union followed complainants' teamsters along the streets, howling at them, and using aggressive, abusive, and filthy language. They followed them to their destination, and there threatened to boycott the customers of Beck & Sons. They intercepted upon the street those who were going to the mill with their teams. Defendant Innis boasted that he had turned 15 customers away in one day. Violence was threatened by Delegate Innis and others. Some of them even went into the barn of the complainants, and endeavored, by abusive and threatening language, to drive the teamsters away from their work. Their conduct and threats were in some instances accompanied by language too filthy to print. These facts are unchallenged, the defendants introducing no testimony to deny them or to impeach the character of the witnesses. In this condition of affairs, complainants filed this bill to enjoin these illegal acts, and to save their business from destruction, and themselves from financial ruin.

The defendants have not appealed from the decree against them. No attempt is made by their counsel to defend or justify their action, or to deny the many acts of intimidation, threats, and almost violence, and the learned circuit judge in his opinion said: "I am satisfied these things have been done, and that defendants have combined together for this purpose. I do not intend to justify the publication." Their counsel frankly concede that "it was unlawful for defendants to enter upon the premises of the complainants, or to gather in groups in the street in front of complainants' premises, or to use any force or violence for the accomplishment of their purpose." In other words, they concede that defendants were engaged in an "unlawful conspiracy," as defined by Shaw, C. J., in Com. *v.* Hunt, 4 Metc. (Mass.), 111, 121, a definition approved by the Supreme Court of the United States in Callan *v.* Wilson, 127 U. S., 540, 555; 8 Sup. Ct., 1301, 1306, viz: "The general rule of the common law is that it is a criminal and indictable offense for two or more to confederate and combine together, by concerted means, to do that which is unlawful or criminal, to the injury of the public, or portions or classes of the community, or even to the rights of individuals." The decree sanctioned the distribution of the

boycott circulars to customers and the public generally, except in front of the mill premises, and any form of boycott, either to complainants or to their customers, without the actual use of violence, and sanctioned threats to injure, affect, and ruin complainants' business, when unaccompanied by violence or threats of violence. From this part of the decree complainants have appealed.

It is conceded that courts of equity have jurisdiction to restrain conspiracies of this character when irreparable injury is sure to follow. Suits at law would be inadequate, and a multiplicity of suits at law would arise. Complainants were engaged in a lawful business, and carrying it on in a lawful manner. They had done nothing to the defendants, or any of them, either illegal, immoral, or unjust. They were paying wages to their teamsters in fact greater than the union teamsters received, because they made no deductions for certain lost time which the union employers made. The law protects them in the right to employ whom they please, at prices they and their employees can agree upon, and to discharge them at the expiration of their term of service or for violation of their contracts. This right must be maintained, or personal liberty is a sham. So, also, the laborers have the right to fix a price upon their labor, and to refuse to work unless that price is obtained. Singly, or in combination, they have this right. They may organize in order to improve their condition and secure better wages. They may use persuasion to induce men to join their organization or to refuse to work except for an established wage. They may present their cause to the public in newspapers or circulars, in a peaceable way, and with no attempt at coercion. If the effect in such case is ruin to the employer, it is damnum absque injuria, for they have only exercised their legal rights. The law does not permit either party to use force, violence, threats of force or violence, intimidation, or coercion. The right to trade and the personal liberty of the employer alone are not involved in this case; the right of the laborer to sell his labor when, to whom, and for what price he chooses is involved.

The five teamsters of the complainants were satisfied with their wages and their treatment. By the action of the defendants, they were thrown out of employment during the summer, except as complainants employed them, when they could, at other work about their mill. The union would not permit Mr. Pfaff to use a horse and wagon which complainants tendered him free of expense, in order that he might provide for himself and family. A boycott of labor as well as of capital is therefore involved in this controversy. The acts and conduct of these defendants are not those of freedom, but of tyranny.

Let us look at the correlative of what these defendants did. If employees have the right to combine to fix their wage rate,—and this is conceded,—employers have the like right to combine to fix a rate they are willing to pay. The law is the same for both, and is alike open for both. If the employers of Detroit had combined in secret organization, establishing a rate, and agreed to boycott, in the manner these defendants boycotted complainants, any employer and his laborers who would pay more than the price the combination had agreed to, and had carried the conspiracy out as was done here, would these defendants consider that just and lawful conduct? Neither courts of equity nor of law would turn such employer and employees away from its temple of justice without a remedy.

It requires no argument to show that in this case, both in reason and authority, actions at law would be utterly inadequate. The course pursued by these defendants, if unchecked, would soon ruin the complain-

ants' business, and bring upon them financial ruin. The defendants and their associates well knew this, and undoubtedly hoped to force complainants to abdicate their legal rights, and to permit defendants to dictate whom complainants should employ, the price they should pay, and the reasons for discharging their employees. While some writers have doubted the remedy by injunction, it is now settled beyond dispute.

When these defendants went, in numbers of from 5 to 25, along the streets, and into the business houses of complainants' customers, distributing these circulars, which contained false statements, as hereinafter shown, and which commenced and closed with the words "Boycott Jacob Beck & Sons," they intended, in emphatic manner, to convey to the customers of complainants that they would be treated in like manner unless they ceased to trade with complainants. The distance that this was done from the mill of the complainants does not detract from its character or harmfulness. It was just as effective and as wrong when done 1,000 feet from the mill as when done 10 feet from it. The act itself, not the distance, determines its character. The circular was false in stating that the complainants had violated their agreement or had discharged their union men. It was also false in conveying the impression that complainants were not paying living wages or giving their employees fair treatment. The use of this false circular was one of the potent means to carry out the conspiracy. The defendants by their conduct gave every laborer and customer of complainants their definition of what they understood the term "boycott" to mean. It would be idle to argue that these circulars were not intended as a menace, intimidation, and coercion. They were so used, and were "a standing menace" to every one who wished to work for, or trade with, complainants. They constituted a part of the unlawful scheme, and their circulation should have been enjoined.

To picket complainants' premises in order to intercept their teamsters or persons going there to trade is unlawful. It itself is an act of intimidation, and an unwarrantable interference with the right of free trade. The highways and public streets must be free to all for the purposes of trade, commerce, and labor. The law protects the buyer, the seller, the merchant, the manufacturer, and the laborer in the right to walk and use the streets unmolested. It is no respecter of persons; and it makes no difference, in effect, whether the picketing is done 10 or 1,000 feet away.

It will not do to say that these pickets are thrown out for the purpose of peaceable argument and persuasion. They are intended to intimidate and coerce. As applied to cases of this character, the lexicographers thus define the word "picket": "A body of men belonging to a trades union sent to watch and annoy men working in a shop not belonging to the union, or against which a strike is in progress." (Cent. Dict.; Webst. Dict.) The word originally had no such meaning. This definition is the result of what has been done under it, and the common application that has been made of it. This is the definition the defendants put upon it in the present case. Possibly the decree is specific enough to include picketing, but we deem it our duty to place it beyond controversy.

The decree permits "boycotting by peaceful means," and the ruin of complainants' business by threats or any means short of violence. If, as some authorities hold, the term "boycott" has no authoritative meaning, then the decree is indefinite, and the defendants have no guide except that they must refrain from actual violence or threats of violence. The authorities do not sustain this proposition. If these defendants

had threatened complainants' teamsters that, unless they ceased to work for them and joined the union, they had the power, and would use it, to induce all merchants not to sell them any goods by which they might support themselves and families, and had carried out this threat by issuing boycotting circulars, and notifying merchants personally, by their committees, that they must cease to sell goods to these men, there would have been no act or threat of violence. But would the boycott or conspiracy have been lawful? May these powerful organizations thus trample with impunity upon the right of every citizen to buy and sell his goods or labor as he chooses? This is not a question of competition, but rather an attempt to stifle competition. It is a question of the right to exist. If there be no redress from such wrongs, then the government is impotent indeed. But such a combination is a criminal conspiracy at the common law, and in some States, in order to remove all doubt, is made so by statute.

The decree must be modified so as to enjoin picketing, the distribution of the boycotting circular, and all acts of intimidation and coercion.

CONSPIRACY—COMBINATION IN RESTRAINT OF TRADE—DESTRUCTION OF BUSINESS—DAMAGES, ETC.—*Doremus et al. v. Hennessy, 52 Northeastern Reporter, page 924.*—Suit was brought by Mary G. Hennessy against Abram F. Doremus and others, officers and promoters of the Chicago Laundrymen's Association, to recover damages for acts of theirs which tended to break up her business of conducting a laundry. Judgments were rendered in favor of the plaintiff in the lower courts of Illinois when the case was heard, and from these judgments the defendants appealed the case to the supreme court of the State, which rendered its decision October 24, 1898, and affirmed the judgments of the lower courts. In addition to the report of this case contained in the Reporter above noted, the Department has received a certified copy of the opinion, etc., from the clerk of the supreme court of Illinois in and for the northern grand division of the State. This copy contains a short statement of the evidence in the case which does not appear in the Reporter. It reads as follows:

The evidence shows that plaintiff had a contract with one Miller, who operated a laundry, and who agreed to do her work and give her two weeks' notice before he would quit doing it, and that through the interference of appellants he refused to do her work without giving the notice agreed on. Subsequently she applied to other laundrymen, who agreed to do her work as long as the laundry association did not interfere. She made arrangements with other laundries, by written agreement, by which her work was to be done. In one case the contract was for a year, and according to the testimony in this record that contract was broken by the party contracting with her almost as soon as made. One contract with Joseph Apple, by which her laundry work was to be done for one year, was violated. The officers of this association, as testified to by the witness who entered into the contract with appellee, interfered, and sought to injure the plaintiff by having him keep back her work, retaining it as long as possible, to her detriment, and also by having him retain parts of the work. He testifies: "They told me that they

would give me $300, a horse and wagon, and enough work to keep me going, provided I would keep back her work and retain it as long as I possibly could, to the detriment of her patronage. That was at the first meeting, and I agreed to that. I kept a bundle out. At the second meeting they made threats to me if I didn't accept that they would ruin my business at any rate, as well as hers." Another witness who agreed to do her work as long as the laundry association would let him alone was induced, by threats of destroying his business, to cease connection in business with appellee. The evidence shows that appellants were active in inducing these various breaches of contract, as well as other contracts entered into between her and various parties engaged in operating laundries.

The opinion of the supreme court was delivered by Judge Phillips, and from it the following is taken:

Appellee instituted an action on the case, alleging that in 1890, and several years prior thereto, she was conducting a laundry office in the city of Chicago, where she received clothing from various customers, to be laundered; that she did not own a laundry plant herself, but employed other operating laundries, who, when the work was done, returned the same to her for delivery to her customers; that she had built up a good and profitable business; that appellants conspired to injure her in her good name and credit, and to destroy her business, because she would not increase the price charged by her to customers in accordance with the scale of prices fixed by an organization known as the Chicago Laundrymen's Association, and to that end willfully and unlawfully, by intimidation and unlawful inducements, caused parties who were doing her work (five of whom were mentioned in the declaration) to refuse to longer do the same, and by threats, intimidation, false representations and unlawful inducements caused others who were operating laundries (who were specifically designated in a bill of particulars) to refuse to take or do her work; that this was done for no justifiable purpose, but to cause loss to the plaintiff and injure and destroy her business; that various persons with whom she had engagements to so do her work, in consequence of the acts of the appellants, broke their contracts with her, and the business she had built up as a laundry agent was destroyed and entirely broken up, and she thereby sustained great loss and damage by reason of appellants so contriving, plotting and conspiring, by the means aforesaid, to break up and destroy her said business.

Issues were joined, and upon a trial in the circuit court of Cook County the defendants were found guilty, and the plaintiff's damages were assessed by a jury at $6,000. Motions for a new trial and in arrest of judgment were overruled and judgment was entered on the verdict, to which defendants excepted. On appeal to the appellate court for the first district the judgment was affirmed, and this appeal is prosecuted.

The contention of appellants is that they can not be held liable for merely inducing others to break their contracts; that the parties who broke their contracts were the only ones liable, they being free agents, and not coerced or influenced by force or fraud; that their acts in inducing parties to break their contracts with appellee were not mere malicious acts, done solely with the intent to injure her, but were in the line of legitimate trade competition, for which they can not be held liable; nor can they be held liable, they claim, for acts which are charged to have been done in pursuance of a conspiracy, as it is insisted that a

conspiracy does not create a liability in a civil action, as the damage illegally done, and not the conspiracy, must be the gist of the action.

The common law seeks to protect every person against the wrongful acts of others, whether committed alone or by combination, and an action may be had for injuries done which cause another loss in the enjoyment of any right or privilege or property. No persons, individually or by combination, have the right to directly or indirectly interfere with or disturb another in his lawful business or occupation, or to threaten to do so for the sake of compelling him to do some act, which, in his judgment, his own interest does not require. Losses willfully caused by another from motives of malice, to one who seeks to exercise and enjoy the fruits and advantages of his own enterprise, industry, skill and credit, will sustain an action. It is clear that it is unlawful and actionable for one man, from unlawful motives, to interfere with another's trade by fraud or misrepresentation, or by molesting his customers or those who would be customers, or by preventing others from working for him or causing them to leave his employ by fraud or misrepresentation or physical or moral intimidation or persuasion, with an intent to inflict an injury which causes loss. A conspiracy may, when accompanied by an overt act, create a liability, by reason of the fact that one or more conspirators may do an unlawful act which causes damage to another, by which all those engaged in the conspiracy for the accomplishment of the purpose for which the injury was done, and which was done in pursuance of the conspiracy, would be alike liable, whether actively engaged in causing the loss or not. For acts illegally done in pursuance of such conspiracy, and consequent loss, a liability may exist against all of the conspirators. Appellants, and those persons who refused to do appellee's work, had each a separate and independent right to unite with the organization known as the Chicago Laundrymen's Association, but they had no right, separately or in the aggregate, with others, to insist that the appellee should do so, or to insist that appellee should make her scale of prices the same as that fixed by the association, and make her refusal to do this a pretext for destroying and breaking up her business. A combination by them to induce others not to deal with appellee or enter into contracts with her or do any further work for her was an actionable wrong.

Every man has a right, under the law, as between himself and others, to full freedom in disposing of his own labor or capital according to his own will, and any one who invades that right without lawful cause or justification commits a legal wrong, and, if followed by an injury caused in consequence thereof, the one whose right is thus invaded has a legal ground of action for such wrong. Damage inflicted by fraud or misrepresentation, or by the use of intimidation, obstruction or molestation, with malicious motives, is without excuse, and actionable. Competition in trade, business or occupation, though resulting in loss, will not be restricted or discouraged, whether concerning property or personal service. Lawful competition that may injure the business of another, even though successfully directed to driving that other out of business, is not actionable. Nor would competition of one set of men against another set, carried on for the purpose of gain, even to the extent of intending to drive from business that other set and actually accomplishing that result, be actionable unless there was actual malice. Malice, as here used, does not merely mean an intent to harm, but means an intent to do a wrongful harm and injury. An intent to do a wrongful harm and injury is unlawful, and if a wrongful act is done to the detriment of the rights of another it is malicious, and an act mali-

ciously done, with the intent and purpose of injuring another, is not lawful competition. In this case it is clear the evidence sustained the allegations of the plaintiff's declaration, and there is here no contention on the facts. The principals herein announced are sustained by the weight of authority in England and in this country.

In Steamship Co. *v.* McGregor, 15 Q. B. Div. 476, Lord Coleridge said:

"It seems that a large number of important and rich ship owners joined together and have issued two circulars or documents to the different traders and their agents with whom they had been in the tea and other trades in China, to the effect that if the persons whom that circular reached and was meant to affect should deal with the plaintiffs or plaintiffs' ship, they, the defendants, would deny them all the benefits, or at least a very large and substantial benefit, which had accrued to them in their dealing with the defendants; that if the persons to whom they addressed the circulars would deal exclusively with them they should have certain advantages at their hands. * * * It is conceivable that if such a conspiracy—because conspiracy undoubtedly it is—were proved in point of fact, were made out to be, not the mere honest support of a defendant's trade, but the destruction of the plaintiff's trade and their consequent wrong as merchants, it would be an offense for which an indictment for conspiracy, and if an indictment then an action for conspiracy, would lie; * * * that the conspiracy to do the thing which has been called by the name of 'boycotting' is unlawful and an indictable offense, and if so, then a thing for which an action will lie. An action may well lie for that which is complained of here."

It is urged by appellants that they can not be held liable for inducing certain persons named in the declaration to terminate their contractual relations with appellee, because their acts could not produce the injuries complained of without an independent force which was the act of the parties themselves, and these appellants, it is urged, can not be held liable for an intervening cause of damage sufficient to cause the injury; and that the refusal of different persons to work for the appellee was sufficient of itself, to occasion injury, for which the appellants can not be held responsible. The first branch of this proposition has been disposed of by what we have heretofore said, and the authorities above cited. In Lumley *v.* Gye, 2 E. B. 216, it was said:

"He who maliciously procures a damage to another by a violation of his right ought to be made to indemnify."

In Bowen *v.* Hall, L. R. 6 Q. B. Div. 333, it was said:

"Merely to persuade the person to break his contract may not be wrongful in law or in fact, but if the persuasion be used for the direct purpose of injuring the plaintiff * * * it is actionable, if injury ensues from it."

The judgment of the appellate court for the first district affirming the judgment of the circuit court of Cook County is affirmed.

A petition for a rehearing was filed by the defendants, which was denied by the supreme court December 20, 1898. The opinion denying the rehearing was also delivered by Judge Phillips, and a copy of the same furnished by the clerk of the court, but not appearing in the report of the case contained in the reporter, reads as follows:

Appellants present their petition for a rehearing of this case, and have brought to the attention of the court the case of Allen *v.* Flood,

decided by the House of Lords in Great Britain, which was not accessible at the time the opinion in this case was written. Since the petition for rehearing was presented, counsel have procured a full report of that case and brought the same to the attention of the court. From that case it appears that boiler makers in common employment with the respondents, Flood and another, who were shipwrights working on wood, objected to working with the latter on the ground that in a previous employment they had been engaged on iron work. The appellant, an official of the boiler makers' union, in response to a telegram from one of the boiler makers, came to the yard and dissuaded the men from immediately leaving their work, as they threatened to do, intimating that if they did so, he would do his best to have them deprived of the benefits of the union and also fined; that they must wait until the matter was settled. The appellant, Allen, then saw the managing director, to whom he said that if the respondents, who were engaged from day to day, were not dismissed, the boiler makers would leave their work or be called out. Respondents were thereupon dismissed. The men so discharged instituted their action against the official of the boiler makers' union, and obtained judgment, which was affirmed by the court of appeal, and on appeal to the House of Lords the assistance of the judges was requested, and the question submitted to the judges was: "Assuming the evidence to be given by the plaintiff's witnesses to be correct, was there any evidence of a cause of action fit to be left to the jury?" Six of the eight judges answered in the affirmative and two in the negative. It appears there was no contract, as the men were engaged by the day, and were liable to be discharged at the close of any day without a breach of contract; that the only question presented by that case was: "Did Allen maliciously induce the company to discharge the plaintiffs, and did he maliciously induce the company not to engage them?" and it was held if the defendant's action was in itself lawful it was not made unlawful by the motive. It is a very different thing to do a lawful act with a proper motive, and to do an illegal act with a malicious motive. The facts in the case of Allen *v.* Flood are entirely different from the facts presented in this record. There was no contract in that case, the breach of which was induced by the defendant. Here, existing contracts, which were a property right in the plaintiff (the appellee) were broken; and this was brought about by the action of the defendants in inducing those contracting with her to violate their contracts. This caused a right to be taken away, in consequence of which she was injured and damaged.

After a careful consideration of the case of Allen *v.* Flood, and with a full recognition of the importance of the principles involved in the questions presented by this record, we are constrained to adhere to what has been said in our opinion heretofore, and must deny the petition for rehearing.

Rehearing denied.

EMPLOYERS' LIABILITY—ASSUMPTION OF RISK BY EMPLOYEE—*Norfolk Beet Sugar Co. v. Hight, 76 Northwestern Reporter, page 566.*—This case, a claim for damages for personal injuries received by Thomas C. Hight while in the employ of the above-named company, was heard in the district court of Madison County, Nebr., and a judgment was ren-

dered in favor of the plaintiff, Hight. The defendant company brought the case before the supreme court of the State upon a writ of error, and said court rendered its decision October 5, 1898, and reversed the decision of the lower court upon the ground that an erroneous instruction had been given the jury by the trial justice.

In the course of the opinion, which was delivered by Chief Justice Harrison, the supreme court laid down the doctrine of the common law upon the assumption of risk by an employee, and upon this point the following is quoted from the syllabus of the opinion, said syllabus having been prepared by the court:

An employee assumes all the ordinary risks and hazards incident to the employment of which he is possessed of sufficient intelligence and capacity to know and understand, and an adult person is presumed to be of sufficient mental power to comprehend such risks; but if a person is employed for a work which is dangerous, or to labor in a dangerous place or situation, and, by reason of youth, inexperience, ignorance, or want of mental capacity, he may fail or fails to comprehend the danger, it is the duty of the employer to warn the employee of the hazards and instruct him of the work.

EMPLOYERS' LIABILITY — FELLOW-SERVANTS — CONTRIBUTORY NEGLIGENCE OF EMPLOYEE, ETC.—*Hughes et al. v. Oregon Improvement Co., 55 Pacific Reporter, page 119.*—This suit was brought by Mary Hughes and others against the above-named company to recover damages for the death of her intestate, one Evan Hughes, caused, as alleged, by the negligence of said company, said Hughes being at the time of his death an employee thereof. The case was heard in the superior court of King County, Wash., and a judgment was rendered for the plaintiffs. The defendant company appealed the case to the supreme court of the State, which rendered its decision December 5, 1898, and reversed the judgment of the lower court. The evidence showed that Hughes was a coal miner, working, at the time of the accident, in a cross cut in a mine operated by the above-named company; that a fire was discovered in the mine; that the miners, Hughes included, were notified to leave the mine; that they could have gotten to a place of safety inside of ten minutes after said notification; that Hughes and some others did not go, as requested; that almost half an hour after said notification of the miners the ventilating fan was stopped by McDonald, the operator of the same, under the direction of Ramsey, the superintendent, or that of the assistant superintendent, or of Smalley, the outside boss; that the door of the rock tunnel on the sixth level was opened by one of the gas testers, at the request of the miners themselves, and that as a result of the stopping of the fan and the opening of the said door Hughes and other miners were suffocated and killed by the smoke.

The opinion of the supreme court was delivered by Judge Anders, who, in the course of the same, in giving the reasons for the decision of the court, used the following language:

This court held in the case of Pugh *v.* Improvement Co., 14 Wash., 331; 44 Pac., 547, 689, and which grew out of the same calamity which is the foundation of this action, that Pugh, by remaining in the mine when he was required and had opportunity to leave the mine, was guilty of such gross contributory negligence as prevented a recovery against the company. The facts in this case are substantially the same as those in the case of Pugh. It is shown by undisputed evidence that nearly half an hour elapsed between the time the men were notified of the fire and to leave the mine, and the shutting down of the fan, and that all of the miners could have gone to the south of the rock tunnel door, a place of absolute safety, or even out of the mine, in less than half of that time. It was also held by this court in the Pugh case that the rock tunnel door was opened by a fellow-servant of the deceased, and that if the fan was closed down, as claimed by appellant, by McDonald, who was operating it under the direction of the assistant superintendent, and Smalley, who was outside boss, such closing down was by fellow-servants with the deceased, and that for their negligence the company was not responsible. We are not disposed to recede from the rulings made in that case, for we think they are abundantly supported by the very highest authorities. This mine, the evidence shows, was under the sole supervision and control of Ramsey. Neither those in charge of the fan, nor the gas testers, the pit boss, nor top boss, were clothed with any authority to employ or discharge men, or to take the supervision and charge of any department of the business. It was the duty of the gas testers simply to examine and ascertain whether there were any noxious gases in the places where the miners were required to work, and to warn the miners not to enter those places in case they found gases to exist there. The pit boss simply directed the miners where to work, and saw that they complied with his directions. The outside boss, or top boss, as he is called in the testimony of the witnesses, simply took charge of the coal after it was taken from the mine, and of the lowering of timber and material for the workmen underground. All these individuals were therefore engaged in serving the same master in the same general business, for the purpose of accomplishing one general object, and were therefore fellow-servants with each other.

But, while we are convinced that the deceased was guilty of such contributory negligence as to preclude a right of action against the appellant, we are also of the opinion that there was no proof of negligence on the part of appellant. It was appellant's duty to exercise ordinary care in selecting its servants and employees, and in providing them a safe place to work in, and proper material and appliances with which to work; and we are of the opinion that it fully discharged its duties in those respects. Even if it be true that the fan was closed down by order of the superintendent, as claimed by respondents (though the great weight of the evidence is to the contrary), and that the shutting down of the fan was one of the causes of the injury complained of, still we think that, under the circumstances of the case, such closing down of the fan was not negligence. The evidence discloses that, at the time the fire was discovered by the men upon the outside of the mine, they were suddenly placed in a situation demanding immediate action, and that in the excitement and confusion occa-

sioned by the discovery of the fire and the peril of the men below, and not knowing the precise location of the fire, they decided to do, and did do, what seemed to them best at the time. If what was done was not the best thing that could have been done, it, nevertheless, can not be deemed an act of negligence, but must be considered a mere error of judgment, for which the company can not be held responsible. In the last case cited [Brown *v.* French, 104 Pa. St., 604], the court says: "No one can be charged with carelessness when he does that which his judgment approves, or when he omits to do that of which he has no time to judge. Such act or omission, if faulty, may be called a mistake, but not carelessness."

But it is claimed by the respondents that it was negligence on the part of appellant to permit the fire to break out in the mine. We think, however, that they are mistaken in that regard. All that the proofs show is that the fire was discovered in a place where it could have been least expected, and which was carefully inspected the evening before. The origin of the fire is unknown, but the testimony of all the witnesses who testified upon the point, if true, shows that it was not the result of spontaneous combustion, or of any act imputable to the appellant. The mere fact that the fire occurred is not, in itself, proof of negligence.

Nor do we think that the fact that the fan was shut down by appellant's servants showed that appellant was negligent either in selecting or retaining such servants. It does not appear that the parties in charge of the fan had ever failed to discharge any of their duties in connection therewith, or that the fan had not been at all times properly operated, or that the mine was at any time insufficiently ventilated.

For the foregoing reasons, the judgment is reversed, and the cause remanded to the court below, with directions to enter judgment for appellant.

EMPLOYERS' LIABILITY—NEGLIGENCE OF EMPLOYER—DEFECTIVE APPLIANCES—*Anderson v. Hayes, 77 Northwestern Reporter, page 903.*—Suit was brought in the superior court of Douglas County, Wis., by James Anderson against Frank Hayes to recover damages for injuries incurred by him while in the employ of said Hayes. The plaintiff, Anderson, alleged in his complaint that he was injured through the fall of an elevator in the iron works operated by Hayes, on which he was riding in the course of his employment and while in the exercise of due care; that the elevator fell, and that said fall was caused by the fact that Hayes had negligently and carelessly fastened a defective cable to it and had knowingly permitted it to remain in its defective condition, and that he, Anderson, did not know of the defect and had no means of ascertaining it. To this complaint the defendant, Hayes, filed his demurrer, alleging that the complaint did not allege a cause of action. The court overruled the demurrer and the defendant then appealed the case to the supreme court of the State, which rendered its decision January 10, 1899, and affirmed the action of the superior court.

In the course of the opinion of the supreme court, which was delivered by Chief Justice Cassoday, the following language was used:

After careful consideration we are all constrained to hold that the complaint states a cause of action. It appears that the elevator was a

part of the equipment of the works operated by the defendant, and furnished by him for the use of his employees, including the plaintiff, going from one floor to the other of the building; that the defendant negligently and carelessly clamped and fastened the cable to the elevator, and knowingly allowed and permitted the same to remain in such defective condition, up to the time of the injury; that such defect was unknown to the plaintiff, who had no means of knowing of such defect prior to the injury; that it became the plaintiff's duty, and was necessary, in the course of his employment, to ride on the elevator from the lower to the second floor; that while doing so, in the exercise of due and ordinary care, the elevator, by reason of such negligent clamping, became unfastened from the cable, and fell and injured the plaintiff. There is nothing to indicate that the plaintiff was operating the elevator, nor that in riding upon the elevator he was out of the line of his employment. The plaintiff can not be held to have assumed the risk of a defect of which it is alleged that he had no knowledge nor means of knowledge.

The brief of the defendant discusses 16 different propositions, to each of which numerous adjudications are cited, and some of them assume one or more facts which are not alleged, and some of which are in direct conflict, or at least inconsistent, with facts which are alleged. The only question is whether the complaint states a cause of action for negligence in operating a defective elevator, and whether the plaintiff assumed the risk, or was guilty of contributory negligence. Every phase of each of these questions has been discussed by this court so many times, and in such a variety of cases, as not to require a renewal of the discussion here. The order of the superior court for Douglas County is affirmed.

EMPLOYERS' LIABILITY—RAILROAD COMPANIES—FELLOW-SERVANTS—NEGLIGENCE OF EMPLOYER—*Wright v. Southern Railway Co., 31 Southeastern Reporter, page 652.*—This case was heard in the supreme court of North Carolina, before which it had been brought on appeal from the superior court of Rowan County, where a judgment had been rendered for the defendant in a suit brought by R. L. Wright, as administrator of Wilson Williams, deceased, as plaintiff, against the above-named railway company, to recover damages for the death of the plaintiff's intestate, an employee of the company. The supreme court rendered its decision November 28, 1898, and reversed the judgment of the lower court.

The opinion of the supreme court, delivered by Judge Clark, reads, practically in full, as follows:

The death of the plaintiff's intestate occurred prior to the act of 1897 (inadvertently printed among the Private Laws of that year, chapter 56), which provides that in actions against railroad companies for death or injuries sustained by an employee the negligence of a fellow-servant shall not be a defense. Therefore the doctrine in force prior to that statute applies. The court charged the jury that, if they found that "the death was caused by the negligence of the section master in not providing the road with sound ties," to answer the second issue, "Yes." That issue was, "Was the injury and death of plaintiff's intestate caused by the negligence of a fellow-servant?" This instruction was specifically excepted to, and is clearly erroneous. It is the

duty of the master, the corporation, to furnish a safe roadbed. It is not within the scope of the duty or the powers of the section master to provide cross-ties. The plaintiff's intestate (a brakeman) and the section master were fellow-servants within the scope of their duties. The failure to provide a safe roadbed, or material for it, such as sound ties, or good rails, and the like, is the negligence of the corporation, and not of the section master. Indeed, when this case was here before (122 N. C., 959; 30 S. E., 348), the court said: "If the defendant, by having proper appliances (air brakes) and a good roadbed, could have avoided the injury to the intestate, it is liable." That it is the negligence of the master not to have a safe roadbed, and that this duty can not be shifted off on a subordinate, as the fellow-servant of an employee who is injured or killed, is almost universally recognized. Pleasants *v.* Railroad Co., 121 N. C., 492; 28 S. E., 267, instead of being an authority for the defendant, clearly concedes that it was the duty of the railway company to keep its roadbed in safe condition, and that it could not delegate this duty to a servant so as to exempt the company from liability to an employee for injury caused by a defective roadway.

It is true that on the first issue, "Was the injury and death of plaintiff's intestate caused by the negligence of the defendant?" the court charged the jury, "if they found it was caused by reason of a defective roadbed, or of the cross-ties being defective or rotten, they should answer the first issue 'Yes,'" but added, "This is subject to instructions on second issue," and on the second issue he instructed the jury erroneously, as above pointed out, that they might find that "the failure to provide cross-ties was the fault of a fellow-servant," a section master. These instructions are contradictory, and, if the jury took the latter view as law, they necessarily would find, as they did on the first issue, that the railroad company was not guilty of negligence.

EMPLOYERS' LIABILITY—RAILROAD COMPANIES—VALIDITY OF RELEASE OF CLAIM FOR DAMAGES—*Texas Midland R. R. v. Sullivan, 48 Southwestern Reporter, page 598.*—David H. Sullivan, having been injured while in the employ of the above-named railroad, applied, upon his partial recovery, for reemployment by said railroad. As a prerequisite for such employment he was required to execute a release of all claims for damages on account of his injuries, which he did. After being employed by the railroad for a short time he was discharged on account of a collision between a car and an engine, which was claimed to be due to his fault. He then brought suit against the railroad to recover damages for his injuries and the railroad set up the release as a defense. In the district court of Kaufman County, Tex., where the cause was heard, a judgment was rendered in favor of the plaintiff, Sullivan, and the defendant railroad appealed the case to the court of civil appeals of the State, which rendered its decision December 24, 1898, and reversed the judgment of the lower court.

From the opinion of the court of civil appeals, delivered by Judge Stephens, the following is quoted:

It is insisted * * * that * * * the release was without consideration. The only consideration recited therein was one dollar, which was neither paid nor expected to be paid; but the real considera-

tion was shown by parole to be the reemployment of appellee as brakeman in the service of the company. This he voluntarily sought, after a partial recovery from his injuries, and to obtain it executed the release in question; that being required of him as a condition precedent to such reemployment, according to the usage of railroad companies in such cases, with which he was familiar. It * * * appears that the contract was for an indefinite time, and the employment of short duration; but by executing the release appellee acquired the right to fix a reasonable time, and, if he failed to do so, he has no one to blame but himself. The general rule that, where the term of service is left indefinite, either party may put an end to it at will, and without cause, does not apply. That rule obtains where mutuality of promise is the sole consideration. Here the execution of the release was an independent consideration, giving appellee the right to fix the duration of the employment, and thus prevent an arbitrary discharge by appellant. We could not, without dissenting from the views so clearly and forcefully stated by Judge Stayton in the Scott case [Railroad Co. *v.* Scott, 10 S. W. 99, 72 Tex. 70], which we are by no means inclined to do, hold that there was no consideration for this release.

EXPULSION OF MEMBERS OF TRADE UNIONS—MANDAMUS TO COMPEL REINSTATEMENT—*Weiss et al. v. Musical Mutual Protective Union et al., 42 Atlantic Reporter, page 118.*—An application was filed by Andrew G. Weiss and another for a writ of mandamus to compel the above-named union and its board of directors to reinstate them as members. After a hearing in the court of common pleas of Allegheny County, Pa., the writ was granted.

The opinion of said court was delivered by Presiding Justice Kennedy, and the following, quoted below, is taken therefrom:

This is application to compel by writ of mandamus the restoration of plaintiffs to membership in the Musical Mutual Protective Union, a corporation, defendant. The defendant the Musical Mutual Protective Union is a corporation under the laws of Pennsylvania, organized for the "promotion of music, and to unite the instrumental portion of the musical profession for the better protection of its interests in general," of which corporation the plaintiffs, Andrew G. Weiss and Charles A. Young, were members in good standing up to the time of their expulsion complained of in these proceedings. At the time of the expulsion of plaintiffs, the membership of the organization was over four hundred, and it had a surplus fund of over five thousand dollars. It seems to be well settled that courts have power to supervise the acts of corporations. Let us see whether such a case is presented here as justifies the court in interfering.

At a meeting of the respondent corporation held December 5, 1897, the following preamble and resolution was adopted, viz: "Whereas, a manifesto has been issued and received by quite a number of the members of this union, which manifesto bears the signature 'Pittsburg Musical Society,' with signatures of president and secretary—A. G. Weiss, president, and Charles A. Young, secretary—and, further, that the manifesto states that the Pittsburg Musical Society is a member of the National League of Musicians of the United States, and is further misleading, inasmuch as it reflects unjustly upon the integrity of this

union, and, further, advocates the organization of a society under auspices that are in opposition to the action of the union, after due notice to each member in writing: Therefore, be it resolved, that the incoming board of directors make a thorough investigation of this action, summon such witnesses as they may deem proper to fix this act upon such member or members as are guilty of this action, and then proceed to a regular trial under the laws of this union, and, if found guilty according to the laws of this union, the penalty to be inflicted in such manner as the law warrants. An appeal from the board of directors to be allowed: provided, that the finding of the board be complied with first, and all expenses of placing the entire record of the proceedings before the members of this union be borne by the appellant or appellants."

Here the court sets out the manifesto, referred to above, in full and then continues as follows:

At a meeting of the board of directors of respondent, held January 23, 1898, the secretary was instructed to prefer charges against plaintiffs, and on February 14, 1898, each of the plaintiffs received notice to appear before the board on Sunday, February 20, 1898, to answer charges, preferred by the secretary, of violation of article 2 of the constitution of the corporation; but no copy of the charges accompanied the notice. Plaintiffs appeared in response to said notice, and at the meeting the charges were read to plaintiffs, the same being as follows: "No. 1 Wylie Ave., Pittsburg, Pa. Feb. 14, 1898. To the Board of Directors of Musical Mutual Protective Union: I, the undersigned, in accordance with your instructions, do hereby charge A. G. Weiss and Chas. A. Young with the violation of article 2 of the constitution, said violation being the circulation of a manifesto among our members, bearing date of November 29, 1897, and bearing the signature of A. G. Weiss, president, and Chas. A. Young, secretary, the contents of which circular was calculated to disrupt and destroy the Musical Mutual Protective Union, Local No. 15, N. L. M. of U. S. Fraternally yours, Thomas J. Welsh, Secretary." At this meeting one witness was called, who stated that he had received a copy of the manifesto. No other testimony was taken, and no action was taken, the plaintiffs protesting that they had not received any proper notice. On February 28th the plaintiffs each received another notice to appear before the board on Sunday, March 20th, to answer charges preferred by Thomas J. Welsh, secretary, of violation of article 2 of the constitution, inclosing a copy of the charges, as given last above, signed by the secretary; but the notice was not accompanied by copy of the manifesto. Plaintiffs appeared in response to this notice. At this meeting a copy of the manifesto was produced, which the petitioners admitted they had signed; but no testimony was taken, nor was there any effort made to show that the manifesto was circulated by plaintiffs, or that it tended to disrupt or destroy the union, or cause the withdrawal of members, nor, indeed, was there anything tending to sustain the charges against plaintiffs, and they, after protesting as before, withdrew from the meeting. The matter was then dropped, but subsequently, at the same meeting, and without passing upon the guilt or innocence of the plaintiffs of the offense charged, a resolution was passed erasing the names of the plaintiffs from the roll of membership of the union. At this meeting there were present eight of the members of the board, and, while no votes were cast against the resolution of erasure, it is very doubtful that the requisite two-thirds of those present were cast in its favor.

Can the proceedings here recited be properly called a trial, in which were involved the rights and privileges of the plaintiffs, and can it be said that they were deprived of those rights and privileges after a fair and impartial trial? The charter of this corporation contains no power of expulsion, and where no such power is so given it can only be exercised by the corporation when the member has been guilty of some infamous offense, or has done some act tending to the destruction of the society. Does the act complained of here tend to the injury or destruction of the union? The charge states that the manifesto bearing the signatures of the plaintiffs tended to disrupt and destroy the union, but there was no proof at this pretended trial that it did so tend. The circular, or manifesto, as it is called, in itself certainly contains nothing rendering it or its authors liable to such charge. In substance, it is nothing but an invitation to participate in a meeting at which were to be discussed matters affecting the interest of the union. It is plain that there were diverse opinions among the members with regard to the policy to be pursued by the union in reference to its relations to what are known as labor organizations; and it can be inferred, too, that those issuing the manifesto held views at variance with those controlling this union; but surely that is no reason why those who invite all members to attend a meeting where these different views should be discussed in order to reach a determination of the question as to what were the best interests of the association should be charged with an effort to disrupt and destroy the union. If the issuance of the manifesto was an offense at all, it was a minor one, for the commission of which the plaintiffs could not be expelled from the society, and deprived of their interest in the funds of the union. If we are correct in this, the mandamus must issue as prayed for in this case; but there are some other features which it seems proper to discuss briefly. It is claimed by the respondents that it was the duty of the relators to first exhaust their remedies within the organization itself by appeal, which is provided for by section 2 of article 11 of the by-laws, and expressly provided for by the resolution of December 5, 1897, before asking for this writ. An examination of section 2, art. 11, of the by-laws shows that it does not cover this case, and that, so far as the by-laws were concerned, the plaintiffs were without remedy by appeal or otherwise. As to the provision for appeal in the resolution of December 5, 1897, it seems to be an attempt to amend the by-laws, which must be done in a very different manner from that adopted here. The by-laws themselves prescribe the mode for their amendment, and this was not followed. However, this attempt of the resolution to provide an appeal impresses conditions which render it burdensome and ineffective, in that it requires a compliance with the findings of the board, and the payment of all expenses. Another anomalous feature of the resolution of December 5, 1897, is that it makes the board of directors both prosecutors and judges of the matter in dispute. It is said that plaintiffs assented to this resolution by their presence at the meeting, and failure to object thereto at the time. This, however, does not bind them to an illegal resolution and by-laws, if they elect to raise the question of its illegality subsequently. The plaintiffs claim, too—and with grounds, we think—that the notices of the meetings for the trial on February 20 and March 20, 1898, were insufficient, in that they contained no complete copy of the charges preferred.

It seems clear that provisions of the constitution and by-laws of the respondent corporation which were intended for the protection of members against illegal expulsion, and to secure to them a fair and impartial

trial, were violated in both the letter and spirit on the trial of these plaintiffs, if such proceedings can be called a trial. What we determine now is that the mandamus must issue as prayed for.

Under this decision the writ of mandamus asked for was granted and the defendants appealed the case to the supreme court of the State. On January 9, 1899, after a hearing, the supreme court rendered its decision affirming the action of the court of common pleas. The opinion of the supreme court read as follows:

The judgment entered by the learned court below in this case is affirmed on the opinion of the court.

MASTER AND SERVANT—REFUSAL OF RAILROAD COMPANY TO GIVE CLEARANCE CARD TO DISCHARGED EMPLOYEES—*Cleveland, Cincinnati, Chicago and St. Louis Railway Co. v. Jenkins, 51 Northeastern Reporter, page 811.*—This was an action on the case for damages brought by Charles Jenkins against the above-named railroad company. The declaration charged that the plaintiff had been an employee of the railroad company for ten years as a conductor on one of its freight trains; that he was discharged about November, 1893, without cause, and although, by the regulations and customs of the company, a letter or clearance card was usually given to discharged employees, in order that they might secure employment on other roads, it being essential for that purpose, such letter or clearance card was refused to him, although he had often applied for it, whereby he had failed to secure employment; that defendant and other railroad companies had a rule or custom not to employ a discharged employee of another road without such a letter or clearance card; that after his discharge, and failure, on request, to receive such card, the plaintiff applied to various railroad companies for employment, but was uniformly refused on account of not having such card, etc. The evidence showed that before his discharge the plaintiff had been indicted on three separate indictments, two for larceny and one for embezzlement, for taking from cars of the railroad company certain goods; that upon being so indicted he was first suspended and then discharged by the superintendent of the railroad; that upon trial of the charge he was acquitted on two of the indictments and that the other indictment was nolle prossed; that before and after the disposal of the indictments he had made applications for a clearance card, which applications were denied. A jury in the circuit court of Wabash County, Ill., the trial court, found for the plaintiff and assessed his damages in the sum of $875. Motion for a new trial was overruled, and judgment entered on the verdict. On appeal to the appellate court for the fourth district this judgment was affirmed, and from this judgment of affirmance the railroad company appealed the case to the supreme court of the State, which rendered its decision October 24, 1898, and reversed the judgment of the appellate court.

The opinion of the supreme court, delivered by Judge Phillips, contains the following language:

The gravamen of the declaration in this case is that the plaintiff was discharged, and refused a clearance card or letter, to which he was entitled, without which he could not obtain employment on any other road, and that he failed to obtain such employment, whereby he suffered damages. The declaration avers a cause of action on the case arising out of a contract. It avers a contractual relation, out of which as alleged, arose the duty, when such contractual relation was severed, to give a letter or clearance card for the purpose stated. Unless the law imposes on appellant, in some form, the duty to give appellee, as one of its employees, a letter of recommendation or clearance card, his action in this case can not be sustained. If a legal duty is imposed upon the employer to give a discharged employee, or one voluntarily leaving his service, a letter of recommendation, such a duty must arise either by the common law, by statute, by contract of employment, or by such a generally established usage or custom as would demand it to be done. Such usage, however, must be so well known and uniformly acted upon as to raise a fair presumption it was intended to be incorporated in the contract of employment. A distinction is to be made between what is known, in terms, as a clearance card, and a letter of recommendation. This distinction is apparent, not only from the evidence in this case, but also from the knowledge which courts have of the general conduct and management of railroad business and affairs. It is the duty of courts to take, and they will take, judicial notice of the general business affairs of life, and of the manner in which ordinary railroad business is conducted, and of the every day practical operation of them.

From the evidence produced on this question, and from this judicial notice which we take of the ordinary general management of railroads, it is apparent that what is known as a clearance card is simply a letter, be it good, bad, or indifferent, given to an employee at the time of his discharge or end of service, showing the cause of such discharge or voluntary quittance, the length of time of service, his capacity, and such other facts as would give to those concerned information of his former employment. Such a card is in no sense a letter of recommendation, and in many cases might, and probably would, be of a form and character which the holder would hesitate and decline to present to any person to whom he was making application for employment. A letter of recommendation, on the contrary, is, as the term implies, a letter commending the former services of the holder, and speaking of him in such terms as would tend to bring such services to the favorable notice of those to whom he might apply for employment.

As stated, an action for failure to give an employee either of the above forms of letters must be based either upon the common law or the statute, or arise out of the contract of employment, or be required by usage or custom. By the common law no such duty was imposed upon the employer. By statute no duty is imposed upon the employer to give to an employee a clearance card, nor does any right to demand such accrue to the employee. Therefore, if any cause of action exists to the appellee in this case, it must arise out of his contract of employment, or there must be shown and established such a custom or usage as would clearly entitle him to such. Under such views of the subject matter involved in this case, where no action, either by law or by statute, accrued to the plaintiff, it was necessary for him to produce, in the first instance, evidence tending to show that a usage or custom

existed on appellant's railroad, at the time of his contract of employment, to give to each discharged employee, or those voluntarily quitting its service, a clearance card or certificate of recommendation, and tending to show he was entitled to it under his contract of employment. For the purpose of proving the usage or custom on the part of the appellant road, the only evidence offered was one letter, purely personal in its character, and the statements of several witnesses that such a custom or usage existed, but without any apparent knowledge on which to make such statements. No other evidence was produced tending to show that appellant issued such cards or letters, or that it required them before employing its servants. A number of the witnesses offered by the appellee testified that on leaving the service of the appellant they had received no such letters or cards. The positive and direct testimony of the superintendent of the appellant road—the person charged with the duty of issuing such clearance cards or letters of recommendation if any were to be issued—is that no custom or usage existed, and that it was of rare occurrence that an employee leaving its service received a letter of any character.

To establish a usage or custom, it is not sufficient to prove certain isolated instances. The usage must be positively established as a fact, and not left to be drawn, as a matter of inference, from transactions. A usage which is to govern a question of right should be so certain, uniform, and notorious as probably to be known to and understood by the parties as entering into their contract. There was no evidence tending to show any general custom or usage existing on the appellant road and entered into between it and other roads, as alleged in the declaration.

In this case it is not shown, or even attempted to be shown, that appellee, at the time of his contract of employment with appellant, and as an incident of such employment, received any assurance that he would, at the time of the expiration of service, receive any clearance card or letter of recommendation from the appellant railroad.

Had a rule applicable to conductors, providing for the issuing of clearance cards, as alleged in the declaration, been offered and established as a part of plaintiff's case, a different question might have been presented for the consideration of this court. In the condition of this record, however, where no usage or custom was shown to exist under which appellee could recover, and no provision incident to his contract of employment imposing upon appellant the duty to issue a clearance card or certificate, his action must fail. For the errors herein indicated, the judgment of the appellate court for the fourth district and the judgment of the circuit court of Wabash County are reversed, and the cause remanded.

RIGHT OF CITY AUTHORITIES TO MAKE PROVISION THAT UNION LABOR ONLY SHALL BE EMPLOYED ON PUBLIC WORKS—*Adams v. Brenan et al., 52 Northeastern Reporter, page 314.*—A bill in equity was filed by John L. Adams against Thomas Brenan and others and the Board of Education of the city of Chicago. After a hearing in the superior court of Cook County, Ill., the bill was dismissed. The case was then appealed to the supreme court of the State, which rendered its decision December 21, 1898, and reversed the action of the lower court.

The facts in the case are stated in the opinion of the supreme court, delivered by Judge Cartwright, and from the same the following is quoted:

Appellant, a taxpayer of the city of Chicago, suing on behalf of himself and the other taxpayers, filed his bill in this case March 14, 1898 [two days after an adverse decision rendered in the circuit court of Cook County, Ill., in the case of Building Trades Council *v.* Board of Education of City of Chicago. See Bulletin No. 17 of the Department of Labor, page 656], in the superior court of Cook County, against the Board of Education of said city of Chicago, John A. Knisely, a contractor, and said city of Chicago, asking to have a contract between the Board of Education and Knisely declared illegal, and to restrain the defendants from carrying out the same or expending money thereunder. The facts stated in the bill are substantially as follows: In September, 1897, the Board of Education entered into an agreement with an organization in said city known as the "Building Trades Council," representing labor or trades unions in said city, by which the Board of Education on its part agreed to insert in all contracts for work upon school buildings a provision that none but union labor should be employed in such work, and that none but union workmen should be employed upon the pay rolls of said board. The Bryant school, one of the school houses under the care of the board, being in need of repair, the board advertised February 5, 1898, for bids for the construction of a roof on an addition thereto, which advertisement contained the following: "Notice: None but union labor shall be employed on any part of the work where said work is classified under any existing union. By order of Board of Education." On February 11, 1898, the defendant John A. Knisely, among other contractors, submitted his bid for the roof, in which he agreed to furnish material and do the work in strict accordance with the plans and specifications prepared and on file in the office of said board for the sum of $2,090, and to be bound by said condition, and further stated: "I, the undersigned, will do the above work for the sum of $1,900, provided all conditions as to the employment of none but union labor are stricken from the specifications and contract made accordingly. This last bid is made, not necessarily because the undersigned expects to employ nonunion labor for this work, but because it is worth to him the difference to have the liberty to do so should circumstances make it necessary or advisable." On February 23, 1898, the board accepted Knisely's higher bid of $2,090 with the restriction, and awarded to him the contract. About March 1, 1898, the board and Knisely entered into a contract in accordance with the bid so accepted, containing a provision that none but union labor should be employed by him. The work required by the contract was classified under the existing trades unions in the city of Chicago, and the term "union labor" included only the labor of such mechanics and workmen as were members of voluntary associations in the city of Chicago commonly known as labor or trades unions, which did not embrace all the citizens, taxpayers, mechanics, or workmen in said city, a large proportion of whom do not belong to any trade or labor union. Upon the filing of the bill, application was made for a preliminary injunction, which was heard upon the bill, and affidavits and the record of proceedings of the Board of Education, which sustained the charges of the bill. The application was denied, and the court dismissed the bill for want of equity appearing upon its face.

The bill charges that this board had negotiated a sort of treaty with the Building Trades Council, a private organization, representing par-

ticular laborers or associations of workmen, and constituted for the furtherance of the interests of such laborers and workmen, the effect of which is to give those persons a monopoly of the work to be done for the public under the charge of the board. The record of the board shows an application by a committee of this Building Trades Council for the adoption of the provision in question. The provision was adopted by resolution of the board, with an agreement on the part of the Building Trades Council to call off a strike; and a reason given in the application to the board for the adoption of the clause was that it would do away with strikes upon school buildings, and thereby save the board much annoyance and delay. Ordinarily, the restraining power of a court of equity should be directed against the enforcement, rather than the passage, of unauthorized orders and resolutions; and, if this resolution was unlawful, it is a proper time to enjoin its enforcement when a contract like the one in question is made under it. In the execution of this agreement and resolution, the Board of Education assumed to let the contract to the defendant Knisely, with the stipulation that none but members of the associations in question should be employed, and at an expense of $190 more than would be required to fulfill the same contract without the restriction. The two bids were made by the same contractor with the same responsibility in either instance, and who was prepared to perform the contract as fully and well under one stipulation as the other. The award to him was therefore not made in view of any question of responsibility as a bidder, but solely to carry out the agreement.

It is plain that the rule adopted by the board and included in this contract is a discrimination between different classes of citizens, and of such a nature as to restrict competition and to increase the cost of work. It is unquestionable that if the legislature should enact a statute containing the same provision as this contract in regard to any work to be done for boards of education, or if they should, by a statute, undertake to require this board, as the agency of the State in the management of school affairs in the city of Chicago, to adopt such a rule or insert such a clause in its contracts, or should undertake to authorize it to do so, the provision would be absolutely null and void, as in conflict with the constitution of the State. If such a restriction were sought to be enforced by any law of the State, it would constitute an infringement upon the constitutional rights of citizens, so that the State, in its sovereign capacity, through its legislature, could not enact such a provision. The fact that the board may have been of the opinion that its action was for the benefit of the public can not afford a justification for limiting competition in bidders, and requiring them to abandon the right to contract with whomsoever they may choose for the performance of the work.

There seems, however, to be a claim that the Board of Education, although it could not be lawfully required or authorized to make such a contract, may have some sort of discretion to do so; and the only question in the case on the subject of the validity of such contract is whether the board possesses power beyond that of the legislature, in which is vested the entire legislative authority of the State. Upon what theory it could be claimed that this Board of Education, which exercises merely the function of the State in maintaining public schools within a limited portion of the State, can possess either power or discretion which the State in its sovereign capacity could not confer upon it, we are unable to imagine. No argument is made which would justify such conclusion. There can be no greater power of the board

to act of its own motion than by virtue of positive law. The results in either case are equally in conflict with the organic law, and such legislation, contract, or action, whatever form it may take, is void. Nor can the fact, if it be a fact, that an individual might make such a bargain, authorize these public officers exercising a public trust to do so. The individual may, if he chooses, give away his money; but the public officer, acting as a trustee, has no such liberty, and no right to surrender to a committee or anyone else the rights of those for whom he acts.

There is another ground upon which complainant has an undoubted right to maintain the bill, and that is that the contract tends to create a monopoly, and to restrict competition in bidding for work. The Board of Education may stipulate for the quality of material to be furnished and the degree of skill required in workmanship; but a provision that the work shall only be done by certain persons or classes of persons, members of certain societies, necessarily creates a monopoly in their favor. The effect of the provision is to limit competition by preventing contractors from employing any except certain persons and by excluding therefrom all others engaged in the same work, and such a provision is illegal and void. A taxpayer may resist an attempted appropriation of his money in execution of such a contract.

No question concerning the merits of labor or trades unions is in any way involved in this case. The right of organization for mutual benefit in all lawful ways is not denied. The question is whether the Board of Education has a right to enter into a combination with such an organization for the expenditure of the taxpayers' money for the benefit of the members of the organization, and to exclude any portion of the citizens following lawful trades and occupations from the right to labor. It has no such right. The decree of the court dismissing the bill is wrong, and it is reversed and the cause remanded for proceedings in conformity with what is here said.

STRIKES—RIGHT TO USE OF STREETS—OBSTRUCTING ACCESS TO PREMISES—INTERFERENCE WITH RIGHT OF PROPERTY AND CONTRACT—UNLAWFUL FORCE AND VIOLENCE—*American Steel and Wire Co. v. Wire Drawers' and Die Makers' Unions, Nos. 1 and 3, et al., 90 Federal Reporter, page 608.*—In the United States circuit court for the northern district of Ohio, eastern division, an application was filed by the above-named company for an injunction against the unions above named and others to prevent them from interfering with its business. The decision of the circuit court was rendered October 18, 1898, and the desired injunction was issued. The following statement of the facts in the case was prepared by the court:

The proof in this case establishes that the former operatives of the plaintiff's mill have organized a strike to secure an advance of wages to a scale they have endeavored to induce the plaintiff to accept before they will work for it. The strike has been conducted under the leadership of Walter Gillette and others, made parties to the bill. He was not one of the striking operatives, but a member of one of the unions, and an official of the executive council of the federation to which the unions belong. He instigated the movement, and substantially organized it.

It is not necessary to consider the causes for the strike, its scope or object, for it must be conceded that the men had a right to strike, no matter for what cause, good or bad; nor to consider whether it was a wise or judicious movement or not. That matter does not concern the proceedings before the court, but only the men themselves, and therefore all the affidavits upon that subject are quite irrelevant. The striking operatives had no fixed contract for their labor; nor did those who remained, nor did those who desired to enter the mill to work for the plaintiff, have such contracts. All were working, or proposed to work, for daily or weekly wages, and might quit or work at will, and might be so discharged. The two wire drawers' unions made defendants are not shown to have been otherwise engaged than by lending their sanction and co-operation to the larger movement, embracing many operatives who were not members of the union. The plan adopted was to organize for the movement the whole body of wire drawers employed in the mill, unionists and nonunionists, by assembling them in mass meeting. The strike having been set on foot by such a meeting, it was continued by holding almost daily a mass meeting at a certain hall near by, which meetings have continued from the beginning of the strike, about the 1st of August last, until the present time. The proof does not disclose with any detail the organized plan of campaign adopted by these meetings, but it does appear that Gillette and the other leaders, one or more, were always on hand, as leaders, if occasion required; and the important feature of their plan was to patrol or picket the plaintiff's mill, not at any time by going on the premises, but around and near to them, and especially on all the streets and other approaches to them, more or less remote, but always near enough to intercept all wire drawers going to the mill to engage in work; and this picket or patrol was kept up day and night, continuously, but not always to the same extent, either as to their location, the number on duty, or the vigilance employed. The plaintiffs contend, and their affidavits tend to prove it, that the purpose of this patrol was to forcibly prevent, if force were necessary, all persons willing to go to work in the mill from entering it for that purpose; while the defendants contend, and their affidavits tend to prove it, that the only purpose was to meet these men, and "by argument and persuasion induce them not to take the strikers' jobs, but to join the strikers, by abstention from work, at least, until all could go to work on the advanced scale proposed by the strikers." Mostly, the affidavits only express the opinions of the affiants that the conduct complained of by the plaintiff's affidavits amounted only to "argument" or "persuasion." They do establish, undoubtedly, that the strikers did intend to use peaceful argument in furtherance of their desire to prevent the outsiders from going to work in the mill; and they deny that any violence was used, except such as was provoked by aggressive action on the part of the "strike breakers"—words which will be borrowed from the mouths of the defendants and their counsel, and used here to designate all who insisted on going into the mill to work. And it is the belief of the defending affiants that this aggression by the strike breakers was instigated and organized by the plaintiff for the purpose of breaking the strike by violence, or to bring about a condition which would justify this application for an injunction, and that it was the preliminary fabrication of evidence to that end. It is not denied that conflict, turbulence, and violence have occurred on several occasions in the streets near the mill, especially on August 28th, September 5th, 12th, 19th, 20th, and 21st, and October 5th and 6th; but the affiants

for defendants swear that in every instance this was provoked by the strike breakers, and not brought on by the strikers. The affidavits of the plaintiff put the blame on the strikers. The most formidable of these conflicts was that of September 19th, which had some special features, but otherwise may be taken as in some degree representing the others, so far, at least, as it indicates the defendants' plan for maintaining their strike, and confessedly is the one wherein the aggression of the plaintiff's strike breakers most decidedly appears, and most opprobriously, in the view of the defendants and their counsel.

There is in the city of Cleveland a settlement of Poles, called the "Polack Settlement," wherein resides a Catholic priest, now out of harmony with his former church, said by defendants to have been excommunicated; but this is denied by him. There also resides there one Paulowski, seemingly a very determined and belligerent person. The priest has an independent congregation of his own, and it is testified that about 40 of them are wire drawers formerly employed in the plaintiff's mill; there are also in the congregation or settlement other wire drawers—among them, Paulowski—who had worked for plaintiff, but were not so employed at the time of, or immediately before, the strike. Paulowski is denounced by the defendants' affidavits and by their counsel as a "professional strike breaker"; that is, one who for hire will head a gang of men proposing to work, and lead them in assaults upon the strikers to clear the way to the factories, or a gang of "toughs" pretending to want work—it being immaterial to this soldier of fortune, so he be paid for the enterprise. The proof does not substantiate this character for the man. He denies it, and swears that he really wished to go to work, taking advantage of this opening, as did his neighbors and companions, who needed the wages to be earned. He made several other attempts to reach the mill, and with much smaller groups than were engaged in the events of the 19th of September. The chief manager of the plaintiff company, some of the superintendents and foremen, visited this settlement, had conferences with the priest, Paulowski, and others, with the general result, not denied, that an arrangement was made whereby the priest advised his parishoners to avail themselves of the offered opportunity to go to work in this wire mill. Some 50 of them addressed a petition to the mayor, announcing the desire to go to work, asserting their need of the wages, and asking for police protection in reaching the mill against the anticipated obstruction of the streets by the strikers. The priest and others with him also called on the superintendent of police, showed him the petition and affidavits of assaults that had been made, and requested police protection. The superintendent told them that he got his orders from the mayor, and advised that he be seen. They presented the petition and affidavits to the mayor, who told them he would look the matter over, and see that the protection should be there. They then advised him that they would make an attempt to go to work on the following Monday, the 19th. On that morning about 15 of these Polacks, in company with Paulowski, attempted to get to the mill, and were met as they approached on the streets by a body of strikers, assembled by signals or preconcerted arrangement, variously estimated at 50, 70, and 100, or more. A fight ensued. There was only one policeman present, on the regular beat, though there is proof that three others were there in citizens' clothes, which is, however, denied, and the fact is not clearly established. The respective affidavits seek to blame the other side for beginning this combat. One of the strike breakers, who was an employee trying to go

to his work, was arrested, but there was no other arrest. The strikers prevailed, and the Polacks did not reach the mill. Immediately after this disturbance one of the attorneys and the manager of the plaintiff's company called on the mayor, and again demanded police protection. They subsequently addressed him a letter, advising him of the situation, and informed him that on the next day another attempt would be made by a body of men seeking employment, and again demanded proper police protection. To this the mayor made a somewhat diplomatic reply, denying that there was any occasion for police interference, suggesting that a meeting be had between the parties to adjust the difficulties, and expressing his belief that, if the plaintiff were willing to do "the right thing," the whole question might be easily settled. On the next day, September 21st, a similar body of men, under the leadership of Baackes, the general manager, and Ney, the superintendent, of plaintiff's mill, attempted to reach the mill, and were again obstructed by a large body of strikers, quite 200 strong, under one Russ, as their leader, whereupon "a scuffle ensued," and the strikers again succeeded in preventing the men from going to work. The plaintiff's affidavits complain of the perfunctory and inefficient action of the single policeman on his regular beat to help them through, but it is explained on the other side that he did all that the occasion demanded, as there was no violent fighting, requiring arrests. The minor disturbances, taken together with these and the other proof, show that the plan of operations constantly employed by the strikers was to meet every body of wire drawers, every group, or any single man, with their pickets or patrols, and if necessary with a larger body, always available by signal or otherwise from the large number of strikers assembled at convenient places adjacent, and thus to argue with and persuade them, according to their story, or to obstruct and force them away from the mill, according to the story of the plaintiff; and that this has been kept up since the strike was inaugurated, for more than two months. Except a disputed occurrence with one Willman, described in Cliff's affidavit, introduced as counter to that of Willman, there is no instance authenticated by affidavit of any strike breaker or other wire drawer being let into the mill by the strikers' standing aside and allowing him to enter for the purpose of going to work after the argument or pleading with him had failed. This was not a general strike of all the operatives in the mill, but only of those in the wire-drawing department; and those not in that department, or wishing to work elsewhere in the mill, came to and went from the mill without interruption of any kind. This statement requires modification, to the extent that Gillette, and perhaps others, testify that within the last week preceding the hearing of this application there had been some relaxation of vigilance, and some wire drawers have gone into the mill to work without any attempt to dissuade them. It is in proof that the plaintiffs have maintained inside the mill some 50, more or less, of workmen, who eat and lodge there, for fear, as they swear, of bodily injury, or successful resistance to their reentry, if they go out. Again, the affidavits of defense assert that this is unnecessary, and only a scheme of plaintiffs to fabricate a condition favorable as evidence to this application for an injunction. It is also shown by the proof that, by stealth of one kind and another, workmen enter the mill, either by evading the pickets, or sometimes by circumventing them after an attempted obstruction, as in the case of those who swear that after being driven away they reached an entrance in a closed carriage. If it can be at all material for any purpose, it may be stated here that, when the strike commenced, of the 230 wire operatives there

were 121 Germans, 42 Poles, 19 Americans, 10 Swedes, 9 Irishmen, 4 Englishmen, 3 Bohemians, 3 Armenians, 2 Hungarians, 1 French-American, 1 English-American, 1 Irish-American, and 1 Russian. Since the movement commenced there have been and are employed 25 Germans, 28 Poles, 5 Turks, 2 Englishmen, 13 Armenians, 2 Welshmen, and 2 Bohemians—a total of 77. It appears that the plaintiffs persistently have refused to recognize the unions, their officers or committees, in conference or otherwise, to discuss the scale of wages tendered on either side, but have expressed a willingness to confer with the men themselves on that subject.

The police officers testify, as do other witnesses cross-examined, that this is the "most orderly strike" ever known to Cleveland, though plaintiff's witnesses disagree about that. These officers, also including the sheriff and the mayor, by affidavit and orally, swear that they are, and ever have been, ready, willing, and able to perform their duties, respectively, in preserving and protecting the public peace and rights of property. The sheriff says that no application has ever been made to him by the plaintiff, nor has he been notified of any breach, or threatened breach, of the peace. The mayor says that he has fully investigated the complaints made to him, and is thoroughly satisfied that there was never any occasion for his interference; that there existed no case of riot or like emergency; that there was no body of men around, or in the vicinity, acting together with intent to commit a felony, or to offer violence to any person or property, or by force and violence to break or resist the laws of the State; that there was never any reasonable apprehension that any breaches of the peace would be committed by the former employees of the plaintiff; and that in his belief a force of police was wanted by the plaintiff to intimidate "persons rightfully upon the street," and who were committing no breach of the peace, or intended to do so. It is also in proof that the mayor told the plaintiffs when they applied to him that "they should apply for an injunction." The two chief officers of the police testified orally that there never has been a condition which should deter a "determined" or "courageous" man from making his way to the mill, if he wanted to work. It was asked, in cross-examination of the plaintiff's officers engaged in these occurrences, why they did not take the men they wished to convey into the mill by boats on the lake, or in cars on the railroad, instead of through the streets; and the answer was that they had the right to use the streets for that purpose, as one of the ordinary and customary uses of streets leading to their mill. The attention of the court was called to section 3096 of the revised statutes of Ohio, authorizing the governor, the sheriff, the mayor, or any judge of a State or of the United States, to summon the militia to act in aid of the civil authorities in suppressing any tumult, riot, mob, or any body of men acting together with intent to commit a felony, or to do or offer violence to person or property, or by force or violence to break or resist the laws of the State, or when there is any apprehension thereof. This bill was filed, alleging the facts in too general, but sufficient, terms, perhaps, and that the defendants have conspired together to wrongfully injure the plaintiffs' business and property, by illegally molesting and obstructing them in supplying the places of the strikers with other laborers who were anxious to be employed, and were willing to accept the wages offered them, but who were intimidated by the defendants, and not allowed to enter the mill for that purpose. It prays an injunction against these alleged trespassers upon their right to contract with

others than the strikers for the labor necessary to carry on their business. The case is now heard upon an application for a preliminary injunction.

From the opinion of the court, delivered by Judge Hammond, the following is quoted:

The foregoing is a sufficient and fair summary of the facts established by the proof. The court is not now engaged, as a criminal or police court, in trying offenders for assaults and battery, nor for engaging in tumults, riots, or mob violence, wherefore much of the testimony on both sides is quite irrelevant and inappropriate to this inquiry. It is not one of the present duties of the court to locate the blame for the occurrences which have been detailed in the affidavits and by the witnesses; and, indeed, either side may be blameworthy, or both, and that fact should not affect the question to be now decided; neither is the court properly concerned at this time about the rightfulness or wrongfulness of the strike, in relation to the causes which brought it about; and therefore the foregoing statement of facts does not at all deal with the details of the transactions and occurrences so voluminously set out in the proof. The only question is, does this proof, as a whole, justify a reasonable apprehension on the part of the plaintiffs that the defendants, in maintaining their strike, will illegally disturb their business and injure it by unlawful acts of violence and intimidation of outside laborers—"scabs," if you please—willing to work for the plaintiffs at the wages which they offer? Even "scabs" and those who employ "scabs" in time of a strike have rights which the strikers are bound by the law to respect. The most important of these rights is an unobstructed access to the place where the work is to be done, over the streets and highways by which it is to be approached. Nor is this freedom of access at all inconsistent with any right the strikers have to use the same streets and highways for the lawful conduct and maintenance of their strike by intercepting any one going to work in their place for the purpose of peaceful entreaty or argument against supplanting them. One authenticated instance in this proof where the strikers, meeting a single "scab," or a group of them, or an organized body of them, had stood aside, opened up the street, and allowed him or them to pass to the mill without more ado, after the entreaty or argument had failed to convince, would be worth more, as a matter of evidence showing the good faith of the strikers in their assertion that they were on the street only for an opportunity of entreaty and argument, than all the affidavits filed in this case. If the strikers, after their victory over Paulowski and his body of "strike breakers," had only lined themselves on each side of the street, and permitted them to go to work at the mill, that would have been conclusive evidence of their honesty and good intentions in the matter of confining their operations to entreaty and argument. So, of the struggle on the next day but one, when the officers of the plaintiff company led the "strike breakers," and of all the other occasions when workmen attempted to go to the mill notwithstanding the entreaty and argument which had been presented to them. That was precisely what the men wishing to go to the mill had a right to do after they had lingered or been detained long enough to receive the argument and entreaty of the strikers not to supplant them, that was precisely what the plaintiffs had a right to demand, and that right is guaranteed to them by the law of every free country where liberty to work as one pleases, and liberty to contract for labor as one chooses, are protected by law. It is the right, not so

much of property as of that liberty which every man enjoys in this country as his birthright; it is an exercise of our boasted freedom, which is not confined to political rights alone, but extends as well to personal activities in and about one's daily business, be he laborer or capitalist; it is this right which lies at the foundation of the strikers' own freedom when they would work or refuse to work on any terms but their own; it is a right the striker can not lawfully deny to the "scab"—the right to pass freely through the streets and highways to his work. In this country this freedom to contract in business is a constitutional freedom, which not even State legislatures can impair; and certainly not strike organizations, for surely they can not lawfully do what the legislature may not.

It was frequently urged in argument that the strikers have a right to be on the streets; and so they have, so long as they do not trespass on the right of others to use them. The right of the use of streets by any one is a qualified right. The owner of a house, be it dwelling house, store house, or mill house, has a distinct right of property in the streets adjacent thereto, and used as approaches to it. It is the right of access—free and uninterrupted ingress and egress. Anyone who uses the streets must use them subject to this right of the householder; and there is not a particle of difference in respect of this between a dwelling house and a mill house or large factory employing large bodies of men, who always go to the polls and vote at elections, and sometimes go out on a strike. Nor is the freedom of contract and right of access through the streets to one's work at all affected by assumed peculiarities of the conditions attending the struggles of men in the economic conflicts between laborers and capitalists, nor by any considerations of public policy in respect of these conflicts. In one of the great cases to be cited presently, what was said by an English judge is quite pertinent to this matter of strikes and boycotts, and interfering between employer and employee, namely, that public policy is "an unruly horse, and, when once a judge is astride it, he may be carried far away from sound law." If anyone violate the right of the householder to the streets that are appurtenant to his property, as a part of it, by impairing his ingress and egress, he has a civil action, and he may also abate it by injunction in equity as a private nuisance. It is just as much a nuisance to block up the street and impair the right by the continual presence of bodies of men, great or small, who obstruct the ingress and egress, as it would be to build barricades and embankments in the street. There can be no denial of this; and, when the blockading is done for the especial purpose of impairing the ingress to a particular house, it is directly a nuisance, which may be abated by injunction, if necessary. This is sound law, from which no unruly horse of public policy should carry a judge any distance at all, no matter how ably it is urged upon him by learned and eloquent counsel pleading for the rights of labor as against capital, corporations, and despised foreigners who organize "scabs" to resist the strikers in favor of odious trusts.

The whole fallacy of the defense against this bill and the proof offered to sustain it lies in a convenient misapprehension or a necessary misunderstanding of the character of that force and violence which all agree is not permitted in the conduct of a strike. It seems to be the idea of the defendants that it consists entirely of physical battery and assaults, and that if any of these appear in the proof, and they can be justified as they might be on a criminal indictment or in a police court, that ends the objection, and the justified assaults and batteries will not support an injunction. The truth is that the most potential and unlaw-

ful force or violence may exist without lifting a finger against any man, or uttering a word of threat against him. The very plan of campaign adopted here was the most substantial exhibition of force, by always keeping near the mill large bodies of men, massed and controlled by the leaders so as to be used for obstruction if required. A skillful wire worker, but a timid man, would be deterred by the mere knowledge of that fact from going to the mill when he desired to go, or had agreed to go, or was already at work, and feared to return to it through the streets where the men were congregated, or, having started, would turn back, fearing the trouble that might come of the attempt. Such a force would be violence, within the prohibition of the law; and its exhibition should be enjoined, as violating the property rights of the plaintiffs in the streets, their liberty of contracting for substituted labor, and the liberty of the substitutes to go to work if they wished to accept the lowered wages, and to pass through the streets to their work.

Very much was said in argument about the Turks, Armenians, and Polacks employed as substituted workmen by the plaintiff, but the facts show that it has little foundation in fact, and should have not the slightest influence on this question, if it were true. There is no distinction in this country in the legal rights of classes, based on race or nationality, and all stand upon an equal footing in this respect. Foreigners are no longer treated as outlaws or barbarians by any civilized nation, and, if racial distinction were to be considered in this case, there is a very beggarly show of Americans or Anglo-Saxons; and both the strikers and the strike breakers are a rather conglomerate aggregation of many races, except the negroes, who are conspicuous by their absence.

The court called on counsel to submit a carefully prepared order for injunction, to enable it to see what is asked by the prayer of the bill, which is in rather too general language, perhaps. The draft submitted is satisfactory, and the injunction will be granted. Ordered accordingly.

The court thereupon directed the following order to be entered:

The American Steel & Wire Company, complainant, *v.* Wire Drawers' & Die Makers' Union No. 1, of Cleveland, Ohio, Walter Gillette, et al., defendants.—Order—No. 5,812.

This cause came on for hearing upon the bill of complaint, and complainant's application for a temporary injunction, upon the answers of certain of the defendants, and affidavits filed on behalf of complainant and defendants, and the testimony by way of cross-examination of certain of the witnesses in open court; and the court, being fully advised in the premises, finds that the complainant is entitled to a temporary injunction as follows:

It is hereby ordered, adjudged, and decreed that the Wire Drawers' & Die Makers' Union No. 1, of Cleveland, Ohio, Walter Gillette, its president, and Wire Drawers' & Die Makers' Union No. 3, of Cleveland, Ohio, Fred Walker, its president, and the officers and members of said unions, and each and all of the other defendants named in the complainant's bill, and any and all other persons associated with them in committing the acts and grievances complained of in said bill, be, and they are hereby, ordered and commanded to desist and refrain from in any manner interfering with, hindering, obstructing, or stopping any of the business of the complainant, the American Steel & Wire Company, or its agents, servants, or employees, in the operation of its said American Mill, or its other mills in the city of Cleveland, county of Cuyahoga and State of Ohio, or elsewhere; and from entering upon

the grounds or premises of the complainant for the purpose of interfering with, hindering, or obstructing its business in any form or manner; and from compelling or inducing, or attempting to compel or induce, by threats, intimidation, persuasion, force, or violence, any of the employees of the American Steel & Wire Company to refuse or fail to perform their duties as such employees; and from compelling or inducing, or attempting to compel or induce, by threats, intimidation, force, or violence, any of the employees of complainant to leave the service of complainant; and from preventing or attempting to prevent any person or persons, by threats, intimidation, force, or violence, from entering the service of complainant, the American Steel & Wire Company; and from doing any act whatever in furtherance of any conspiracy or combination to restrain either the American Steel & Wire Company or its officers or employees in the free and unhindered control of the business of the American Steel & Wire Company; and from ordering, directing, aiding, assisting, or abetting, in any manner whatever, any person or persons to commit any or either of the acts aforesaid. And the said defendants, and each and all of them, are forbidden and restrained from congregating at or near the premises of the said American Mill, or other mills of the American Steel & Wire Company in said city of Cleveland, for the purpose of intimidating its employees or coercing said employees, or preventing them from rendering their service to said company; and from inducing or coercing by threats said employees to leave the employment of the American Steel & Wire Company; and from in any manner interfering with the American Steel & Wire Company in carrying on its business in its usual and ordinary way; and from in any manner interfering with or molesting any person or persons who may be employed or seeking employment by the American Steel & Wire Company in the operation of its said American Mill and other mills. And the said defendants, and each and all of them, are hereby restrained and forbidden, either singly or in combination with others, from collecting in and about the approaches to said complainant's American Mill or other mills for the purpose of picketing or patrolling or guarding the streets, avenues, gates, and approaches to the property of the American Steel & Wire Company for the purpose of intimidating, threatening, or coercing any of the employees of complainant, or any person seeking the employment of complainant; and from interfering with the employees of said company in going to and from their daily work at the mill of complainant. And defendants, and each and all of them, are enjoined and restrained from going, either singly or collectively, to the homes of complainant's employees, or any of them, for the purpose of intimidating or coercing any or all of them to leave the employment of the complainant or from entering complainant's employment, and, as well, from intimidating or threatening in any manner the wives and families of said employees at their said homes.

And it is further ordered that the aforesaid injunction and writ of injunction shall be in force and binding upon each of the said defendants and all of them so named in said bill from and after service upon them severally of a copy of this order by delivering to them severally a copy of this order, or by reading the same to them; and shall be binding upon each and every member of said Wire Drawers' & Die Makers' Union No. 1, of Cleveland, Ohio, and Wire Drawers' & Die Makers' Union No. 3, of Cleveland, Ohio, from the time of notice or service of a copy of this order upon the said Walter Gillette and Fred Walker, and other members of said unions, parties defendant herein; and shall be

binding upon said defendants whose names are alleged to be unknown from and after the service of a copy of this order upon them, respectively, by reading of the same to them, or by publication thereof by posting or printing; and shall be binding upon the said defendants and all other persons whatsoever who are not named herein from and after the time when they severally have knowledge of the entry of this order and the existence of this injunction. This order to continue in effect until the further order of this court, and upon said complainant's entering into bond, in the sum of $2,500, conditioned for the payment of costs and moneys adjudged against them in case this injunction shall be dissolved.

WRONGFUL DISCHARGE OF EMPLOYEE—DUTY AS TO ACCEPTANCE OF OFFER OF NEW EMPLOYMENT FROM SAME EMPLOYER—*Jackson v. Independent School District of Steamboat Rock, 77 Northwestern Reporter, page 860.*—The plaintiff, Jackson, brought suit for damages against the above-named school district in the district court of Hardin County, Iowa, for her alleged wrongful discharge from her position as teacher in the public schools. A judgment was rendered in her favor and the defendant school district appealed the case to the supreme court of the State, which rendered its decision January 21, 1899, and reversed the decision of the lower court. The decision was largely technical, and but one point of interest from the standpoint of labor was contained therein. Said point was made in the following language in the opinion of the supreme court, which was delivered by Judge Waterman:

When a servant is wrongfully discharged, he is not bound, for the purpose of lessening damages, to accept new employment from the same master, unless (1) the work is in the same general line as that of the first employment, and (2) the offer is made in such a way as that its acceptance will not amount to a modification of the original agreement.

LAWS OF VARIOUS STATES RELATING TO LABOR ENACTED SINCE JANUARY 1, 1896.

[The Second Special Report of the Department contains all laws of the various States and Territories and of the United States relating to labor in force January 1, 1896. Later enactments are reproduced in successive issues of the Bulletin from time to time as published.]

ILLINOIS.

ACTS OF 1899.

[The following act, passed at the session of the legislature of 1899, is taken from a copy of the same obtained from a private source in advance of the publication of the laws of the session of 1899.]

Free public employment offices, and licensing, etc., of private employment agencies.

SECTION 1. Free employment offices are hereby created as follows: One in each city of not less than fifty thousand population, and three in each city containing a population of one million or over, for the purpose of receiving applications of persons seeking employment, and applications of persons seeking to employ labor. Such offices shall be designated and known as Illinois Free Employment Offices.

SEC. 2. Within sixty days after this act shall have been in force, the State board of commissioners of labor shall recommend, and the governor, with the advice and consent of the senate, shall appoint a superintendent and assistant superintendent and a clerk for each of the offices created by section 1 of this act and who shall devote their entire time to the duties of their respective offices. The assistant superintendent or the clerk shall in each case be a woman. The tenure of such appointment shall be two years, unless sooner removed for cause. The salary of each such superintendent shall be $1,200 per annum, the salary of such assistant superintendent shall be $900 per annum. The salary of such clerks shall be $800 per annum, which sums, together with proper amounts for defraying the necessary costs of equipping and maintaining the respective offices, shall be paid out of any funds in the State treasury not otherwise appropriated.

SEC. 3. The superintendent of each such free employment office shall, within sixty days after appointment, open an office in such locality as shall have been agreed upon between such superintendent and the secretary of the bureau of labor statistics as being most appropriate for the purpose intended; such office to be provided with a sufficient number of rooms or apartments to enable him to provide, and he shall so provide, a separate room or apartment for the use of women registering for situations or help. Upon the outside of each such office, in position and manner to secure the fullest public attention, shall be placed a sign which shall read in the English language Illinois Free Employment Office, and the same shall appear either upon the outside windows or upon signs in such other languages as the location of each such office shall render advisable. The superintendent of each such free employment office shall receive and record in books kept for that purpose names of all persons applying for employment or help, designating opposite the name and address of each applicant the character of employment or help desired. Separate registers for applicants for employment shall be kept, showing the age, sex, nativity, trade or occupation of each applicant, the cause and duration of unemployment, whether married or single, the number of dependent children, together with such other facts as may be required by the bureau of labor statistics to be used by said bureau: *Provided*, That no such special register shall be open to public inspection at any time, and that such statistical and sociological data as the bureau of labor may require shall be held in confidence by said bureau, and so published as not to reveal the identity of anyone: *And provided, further*, That any applicant who shall decline to furnish answers to the questions contained in special register shall not thereby forfeit any rights to any employment the office might secure.

SEC. 4. Each such superintendent shall report on Thursday of each week to the State bureau of labor statistics the number of applications for positions and for help received during the preceding week, also those unfilled applications remaining on

the books at the beginning of the week. Such lists shall not contain the names or addresses of any applicant, but shall show the number of situations desired and the number of persons wanted at each specified trade or occupation. It shall also show the number and character of the positions secured during the preceding week. Upon receipt of these lists, and not later than Saturday of each week, the secretary of the said bureau of labor statistics shall cause to be printed a sheet showing separately and in combination the lists received from all such free employment offices; and he shall cause a sufficient number of such sheets to be printed to enable him to mail, and he shall so mail, on Saturday of each week, two of said sheets to each superintendent of a free employment office, one to be filed by said superintendent, and one to be conspicuously posted in each such office. A copy of such sheet shall also be mailed on each Saturday by the secretary of the State bureau of labor statistics to each State inspector of factories and each State inspector of mines. And it is hereby made the duty of said factory inspectors and coal mine inspectors to do all they reasonably can to assist in securing situations for such applicants for work, and describe the character of work and cause of the scarcity of workmen, and to secure for the free employment offices the cooperation of the employers of labor in factories and mines. It shall be the duty of such factory inspectors and coal mine inspectors to immediately notify the superintendent of free employment offices of any and all vacancies, or opportunities for employment that shall come to their notice.

SEC. 5. It shall be the duty of each such superintendent of a free employment office to immediately put himself in communication with the principal manufacturers, merchants and other employers of labor, and to use all diligence in securing the cooperation of the said employers of labor, with the purposes and objects of said employment offices. To this end it shall be competent for such superintendents to advertise in the columns of daily newspapers for such situations as he has applicants to fill, and he may advertise in a general way for the cooperation of large contractors and employers in such trade journals or special publications as reach such employers, whether such trade or special journals are published within the State of Illinois or not: *Provided*, That not more than four hundred dollars, or as much thereof as shall be necessary, shall be expended by the superintendent of any one such office for advertising any one year.

SEC. 6. It shall be the duty of each such superintendent to make report to the State bureau of labor statistics annually, not later than December first of each year concerning the work of his office for the year ending October first of same year, together with a statement of the expenses of the same, including the charges of an interpreter when necessary, and such reports shall be published by the said bureau of labor statistics annually with its coal report. Each such superintendent shall also perform such other duties in the collection of statistics of labor as the secretary of the bureau of labor statistics may require.

SEC. 7. No fee or compensation shall be charged or received, directly or indirectly, from persons applying for employment or help through said free employment offices; and any superintendent, assistant superintendent or clerk, who shall accept, directly or indirectly, any fee or compensation from any applicant, or from his or her representative, shall be deemed guilty of a misdemeanor, and upon conviction, shall be fined not less than twenty-five nor more than fifty dollars and imprisoned in the county jail not more than thirty days.

SEC. 8. In no case shall the superintendent of any free employment office created by this act, furnish, or cause to be furnished, workmen or other employees to any applicant for help whose employees are at that time on strike, or locked out; nor shall any list of names and addresses of applicants for employment be shown to any employee [employer] whose employers [employees] are on strike or lockout; nor shall such list be exposed where it can be copied or used by an employer whose employees are on strike or locked out.

SEC. 9. The term "applicant for employment" as used in this act shall be construed to mean any person seeking work of any lawful character, and "applicant for help" shall mean any person or persons seeking help in any legitimate enterprise; and nothing in this act shall be construed to limit the meaning of the term work to manual occupation, but it shall include professional service, and any and all other legitimate services.

SEC. 10. No person, firm or corporation in the cities designated in section 1 of this act shall open, operate or maintain a private employment agency for hire, or where a fee is charged to either applicants for employment or for help, without first having obtained a license from the secretary of state, which license shall be two hundred dollars per annum, and who shall be required to give a bond to the people of the State of Illinois in the penal sum of one thousand dollars for the faithful performance of the duties of private employment agent, and no such private agent shall print, publish or paint on any sign, window or newspaper publication, a name similar to that of the Illinois free employment offices. And any person, firm or corporation violating the provisions of this act, or any part thereof, shall be deemed guilty

of a misdemeanor, and upon conviction shall be fined not less than fifty nor more than one hundred dollars.

SEC. 11. Whenever, in the opinion of the board of commissioners of labor, the superintendent of any free employment office is not duly diligent or energetic in the performance of his duties, they may summon such superintendent to appear before them and show cause why he should not be recommended to the governor for removal, and unless such cause is clearly shown the said board may so recommend. In the consideration of such case any unexplained low percentage of positions secured to applicants for situations and help registered, lack of intelligent interest and application to the work, or a general inaptitude or inefficiency, shall be considered by said board a sufficient ground upon which to recommend a removal. And if, in the opinion of the governor, such lack of efficiency can not be remedied by reproval and discipline, he shall remove as recommended by said board: *Provided*, That the governor may at any time remove any superintendent, assistant superintendent or clerk for cause.

SEC. 12. All such printing, blanks, blank books, stationery and postage as may be necessary for the proper conduct or [of] the business of the offices herein created shall be furnished by the secretary of the state upon requisition for the same made by the secretary of the bureau of labor statistics.

Approved April 17, 1899.

IOWA.

ACTS OF 1898.

[See page 779 of Department of Labor Bulletin No. 18 for other labor legislation of 1898.]

CHAPTER 118.—*Utilization of the labor of inmates of certain State institutions in construction of buildings, etc.*

SECTION 1. The governor shall, prior to the adjournment of the twenty-seventh general assembly, nominate and, with the consent of two-thirds of the members of the senate in executive session, appoint three electors of the State, not more than two of whom shall belong to the same political party, and no two of whom shall reside at the time of their appointment in the same congressional district, as members of a board to be known as a "board of control of State institutions." * * *

SEC. 8. The board of control shall have full power to manage, control, and govern, subject only to the limitations contained in this act, the soldiers' home; the State hospitals for the insane; the college for the blind; the school for the deaf; the institution for the feeble-minded; the soldiers' orphans' home; the industrial home for the blind; the industrial school, in both departments; and the State penitentiaries. * * *

SEC. 49. Contracts for the erection, repairs, or improvements of buildings, grounds, or properties of the institutions under charge of this board, and for which appropriations have been or may be made by the legislature, must be let for the whole or any part of the work to be performed, by the chief executive officer of the institution, subject however, to the same rules and regulations as herein provided for the furnishing of estimates by said institution to, and the approval and revision thereof, by the board of control. * * * On proper representations the board is authorized to so construct the erections, betterments and improvements at other institutions [other than penitentiaries], that the work of inmates may be utilized, if it is found to be advantageous to the State, and a substantial saving made, but the attempt to use such labor shall not permit a substantial departure from the requirements of this section; * * *

Approved March 26, 1898.

KANSAS.

ACTS OF 1897.

[See page 826 of Department of Labor Bulletin No. 13 for other labor legislation of 1897.]

CHAPTER 163.—*Convict labor—Sale of coal from State penitentiary coal mine regulated.*

SECTION 1. After the expiration of the present coal contract it shall be unlawful for the board of directors of the Kansas State penitentiary to enter into any contract for the sale or delivery of any coal taken out of the Kansas State penitentiary coal mine not required for use in the various State institutions.

SEC. 2. All coal mined in the Kansas State penitentiary coal mine under the direction of the board of directors of said institution, except coal in such amounts as

shall be required for the use of the State institutions, shall be sold under the direction of said board.

SEC. 3. All acts and parts of acts in conflict with this act are hereby repealed.

SEC. 4. This act shall take effect and be in force on and after its publication in the official State paper. But nothing herein shall be construed so as to affect any existing contracts.

Approved March 12, 1897.

Published in official State paper March 26, 1897.

ACTS OF 1898–99, SPECIAL SESSION.

CHAPTER 23.—*Organization and regulation of fraternal beneficiary societies, etc., certain labor organizations excepted.*

SECTION 16. Nothing herein contained shall apply to grand or subordinate lodges of any fraternal society * * * which limits its membership to a particular trade or calling, or to the employees of a particular person, firm, or corporation.

SEC. 18. This act shall be in force from and after its publication in the statute book.

Approved January 6, 1899.

CHAPTER 28.—*Court of visitation—Control of railroads—Strikes, etc.*

SECTION 1. A court of record to be known as the court of visitation, consisting of a chief judge and two associate judges (a majority of whom shall constitute a quorum), is hereby created. The senior judge in service shall be the chief judge; but in case two or more judges shall have served equal time the judges shall select a chief judge. No person shall hold the office of judge who is interested in any railroad company or any of the stocks or bonds thereof, or who is an officer or employee of any railroad company, nor shall any such judge hold any other office under the United States or this State, or engage in the practice of law, during his term of office. Any elector of the State not disqualified by the provisions of this act shall be eligible to the office of judge of said court. The court shall adopt a seal, which shall be furnished by the secretary of state.

SEC. 8. The court of visitation shall have power and jurisdiction throughout the State—

* * * * * * *

8th. To prescribe rules concerning the movements of trains, to secure the safety of employees and the public;

9th. To require the use of improved appliances and methods, to avoid accidents and injuries to persons;

* * * * * * *

SEC. 42. Whenever it shall be made to appear to said court by affidavit that a strike by the employees, or part of them, of any railroad company organized under the laws of this State or doing business therein is obstructing commerce or the traffic on such railroad and inconveniencing the public, or the people of any municipality, or endangers or threatens the public tranquillity, said court shall issue a citation requiring said corporation to appear before it, at a day and hour named, and make answer, verified by the positive oath of an officer or agent of said corporation residing in this State and then present therein, concerning the said strike, its extent, the cause or causes thereof, what conduct, if any, of said corporation or its officers led to such strike, and the precise point or points of dispute between said corporation and its striking employees. If said answer be not made at the time fixed, or be evasive, the court shall make a final decree as upon hearing and enforce the same as such. If said answer be properly made, the matter shall be without further delay summarily heard upon evidence; and if the corporation be found free from fault in the premises and the strike unreasonable, the court shall so find, and the said proceedings shall be dismissed; and thereupon, and upon public notice as ordered by the court given of such decision, it shall be unlawful for said strikers or any of them to interfere in any manner whatever, by word or deed, with any other employees said corporation may employ and set to work. But if the court shall find that said corporation has failed in its duty toward its employees, or any of them, or has been unreasonable, tyrannical, oppressive, or unjust, and the strike resulted therefrom, the court shall so find specifically, and shall enter a decree commanding such corporation to proceed forthwith to perform its usual functions for the public convenience, and to the usual extent and with the usual facilities, as before said strike occurred; and if said decree shall not be implicitly obeyed, in full and in good faith, the court may take charge of said corporation's property and operate the same through a receiver or receivers appointed by said court until the court shall be satisfied that said corporation is prepared to fully resume its functions; all costs to be paid by said corporation. If, in answer to said original process ordering it to show cause as afore-

said, said corporation shall show to the court's satisfaction that said striking employees have resumed work and said strike has ended, the proceeding shall be dismissed. If in such answer it shall show to the court's satisfaction that said striking employees have resumed work under an agreement to remain in said corporation's service pending the hearing of the proceedings, and that the corporation will abide by the terms of said agreement, then, and only in such case, the hearing of said matter in controversy concerning the cause or causes of said strike may be postponed on request a reasonable time, or from time to time, while said employees so remain at work; and upon settlement of said strike said proceedings may be at any time dismissed; but if said employees again quit work, said matter shall be brought to an immediate hearing and decree, notwithstanding a pending postponement.

SEC. 43. This act shall take effect and be in force from and after the 15th day of March, 1899, and after its publication in the official State paper.

Approved January 3, 1899.

Published in official State paper January 4, 1899.

CHAPTER 33.—*State association of miners—Secretary of mining industries, etc.*

SECTION 1. Whenever five or more miners actually engaged in mining coal, zinc or other minerals for wages shall now be organized or shall hereafter organize as a miners' association in any county, city or mining camp in the State, and shall choose a delegate to the State association of miners, such delegate shall, being duly certified by the presiding officer of such association, be admitted to and become a member of the State association of miners until the first Monday in February next following, and until his successor shall have been chosen and admitted: *Provided*, That at any time such association may recall its delegate by choosing and certifying his successor.

SEC. 2. On the first Monday in February, 1899, and every year thereafter, the delegates elected to said State association of miners shall assemble at the State capital, at an hour and place to be fixed by the secretary in his annual call therefor, to be mailed to each association at least ten days before such assembling: *Provided*, That the call for the first Monday in February, 1899, shall be issued by the commissioner of labor statistics. When such delegates shall have assembled on the first Monday in February, 1899, the commissioner of labor statistics shall preside until the State association of miners shall have organized. The delegates present at the time and place fixed for the said first assembly or any subsequent assembly shall be deemed a quorum, competent to transact all business to be done. The delegates shall elect a president, vice president, and secretary, and said secretary shall be known officially as State secretary of mine industries, and shall be *ex officio* State mine inspector, and shall collect and publish statistics of mine industries of the State. Said officials shall constitute the executive board of said association, and shall hold their offices until the next annual meeting and the election of their successors; but upon demand of the presiding officers of five associations at any time, the president shall immediately convene the delegates by special call, issued in like manner as the annual call, for the purpose of electing a successor to said secretary, and if at said election another person shall receive a majority of the votes cast he shall immediately be entitled to succeed said secretary. One so elected may be removed in like manner.

SEC. 3. When said delegates shall have assembled on the first Monday in February, 1899, and shall have elected said officers, the State association of miners shall be deemed constituted, and the commissioner of labor statistics shall so declare, and the president elected shall thereupon assume his functions, and said society shall thereafter continue and shall be known by said designation of the State association of miners.

SEC. 4. The term of office of the State mine inspector shall cease at noon on the 1st day of July, 1899, and said secretary shall thereupon be vested with all the powers given to, and charged with all the duties cast upon, the State mine inspector by any law of this State, and shall become and be in all respects the successor of said State mine inspector.

SEC. 5. The annual report of said secretary shall be published as those of other State officers, and he shall receive a salary of fifteen hundred dollars per annum, payable as other State salaries are paid, and not to exceed one thousand dollars for expenses. He may, by permission of the executive council, appoint one deputy mine inspector, to hold at his pleasure, and to receive a salary of seventy-five dollars a month, and necessary expenses, to be audited by said secretary and certified to the State auditor for payment monthly.

SEC. 6. All laws now in force referring to the State mine inspector, not inconsistent with the provisions of this act, shall, after the 1st day of July, 1899, be construed to refer instead to the said secretary of mining industries.

SEC. 7. Every association desiring to be represented in said meeting on the first Monday of February, 1899, shall, at least five days before said meeting, certify to the commissioner of labor statistics the appointment of its delegates.

SEC. 8. This act shall take effect and be in force from and after its publication once in the official State paper.

Approved January 6, 1899.

Published in official State paper January 11, 1899.

CHAPTER 34.—*State society of labor and industry—Bureau of labor and industry, etc.*

SECTION 1. Whenever seven or more laborers, workingmen, miners of coal, zinc or other minerals for wages, mechanics, railway laborers or other wage earners are now organized or shall hereafter organize as a labor association or labor society, in any county, city, or other municipality in the State of Kansas, for the purpose of collecting, studying and disseminating statistics of labor and industry, or for the investigation of economic, commercial or industrial pursuits, or for the improvement and promotion of the various branches of labor represented by such associations or societies, or for other purposes hereinafter mentioned in this act, said association or society shall be authorized to choose one delegate for the first fifty members or fraction thereof and one delegate for each additional one hundred members or majority fraction thereof to represent such association or society in the annual meeting of the State society of labor and industry, and said delegate or delegates shall be duly certified under oath as elected on the above basis, by the presiding officer and secretary of such association or society; such delegate or delegates shall be admitted to [and] become members of the State society of labor and industry until the first Monday in February next following, or until their successors shall have been chosen and admitted: *Provided*, That such association or society shall have been organized at least ninety days, and that the officers of said association or society shall have made a report to the commissioner of labor statistics for the previous year upon the labor and industrial conditions, and otherwise shall have answered such interrogatories propounded by the commissioner of labor statistics in his annual blanks: *And further provided*, That at any time any such association or society may recall its delegate or delegates by choosing their successors as herein provided for.

SEC. 2. On the first Monday in February, 1899, and every year thereafter, the delegates elected to said State society of labor and industry shall assemble at the State capitol, at an hour and place to be fixed by the secretary in his annual call therefor, said call to be sent to each association or society at least thirty days before such assembling: *Provided*, That the call for the first meeting, in February, 1899, shall be issued by the commissioner of labor statistics immediately after the passage of this act, and he shall preside at said meeting until the State society of labor and industry shall have organized. Every association or society desiring to be represented in said meeting on the first Monday in February, 1899, shall at least five days before said meeting certify to the commissioner of labor statistics the election of its delegate or delegates. The delegates present at the time and place fixed for the said first meeting or any subsequent meeting shall be deemed a quorum competent to transact all business to be done by said meeting under this act, and said State society of labor and industry shall be competent to adopt and amend a constitution and by-laws and other regulations for the government of said society and for the promotion of the purposes of this act, not conflicting with the provisions of this act. The delegates shall elect a president, vice president, secretary, and assistant secretary, which officials shall constitute a State bureau of labor and industry, and said secretary shall be *ex officio* commissioner of the bureau of labor and industry and State factory inspector, and said assistant secretary shall be *ex officio* assistant commissioner of said bureau, and the terms of said officers shall be as follows: The president and vice president shall hold their offices until the next annual meeting or until the election of their successors; the secretary and assistant secretary shall hold their offices for two years or until their successors are elected and qualified, unless removed by a two-thirds majority vote present at the next annual meeting. The election of the secretary of the State society of labor and industry and the assistant secretary of said society shall be certified, under oath, to the secretary of state by the president and vice president of the State society of labor and industry, and before entering upon the discharge of their duties said officers shall subscribe to the usual oath of office, administered by the secretary of state, and the official terms of office of said secretary and assistant secretary shall begin July the first, 1899, and biennially thereafter, except in case of removal. When said delegates shall have assembled on the first Monday in February, 1899, and shall have elected said officers, as provided in this act, the State society of labor and industry shall be deemed constituted, and the presiding officer shall so declare, and the president and vice president elected shall thereupon assume the functions of their offices, and said society shall thereafter continue and shall be known by said designation of the

State society of labor and industry. The present officials of the bureau of labor and industrial statistics shall continue to act as such officers and perform their duties under this act until the expiration of their terms of office and until the end of the fiscal year, June 30, 1899; and the unexpended portion of the appropriation made for the bureau of labor and industrial statistics for the fiscal year ending June 30, 1899, is hereby transferred and made available under this act, and such unexpended portion of said appropriation may be drawn for the original purposes for which they were appropriated. The secretary of the State society of labor and industry, as commissioner of said bureau, shall have an office in the State capitol building, properly furnished for the work of said bureau, and shall perform his duties as herein provided.

SEC. 3. It shall be the duty of the commissioner to collect, assort, arrange and present in annual reports to the governor, to be by him biennially transmitted to the legislature, statistical details relating to all departments of labor and industrial pursuits in the State; to the subjects of cooperation, strikes, and other labor difficulties; to trade unions and other labor organizations and their effect upon labor and capital; to matters relating to the commercial, industrial, social, educational, moral and sanitary conditions prevailing within the State; and the exploitation of such other subjects as will tend to promote the permanent prosperity of the respective industries of the State. It shall also be the duty of the commissioner of the bureau to cause to be enforced all laws regulating the employment of children, minors, and women; all laws established for the protection of health, lives and limbs of operators in workshops and factories, on railroads, and other places, and all laws enacted for the protection of the working classes now in force or that may hereafter be enacted. In its annual report the bureau shall also give an account of all proceedings which have been taken in accordance with the provisions of this act, or any of the other laws herein referred to, and in addition thereto such remarks, suggestions and recommendations as the commissioner may deem necessary for the information of the legislature.

SEC. 4. The commissioner is hereby authorized to furnish and deliver a written or printed list of interrogatories to any person, company or the proper officer of any corporation operating within the State, and require full and complete answers to be made thereto, and returned under oath; the commissioner shall have a seal, and have power to take and preserve testimony, to issue subpœnas, and administer oaths, and examine witnesses under oath in all matters relating to the duties herein required by said bureau, such testimony to be taken in some suitable place in the vicinity to which the testimony is applicable. Witnesses subpœnaed and testifying before the commissioner of said bureau shall be paid the same fees as witnesses before the district court; such payment to be made from the incidental fund of the bureau. Any person duly subpœnaed under the provisions of this act who shall willfully neglect or refuse to attend, or refuse to answer any question propounded to him concerning the subject of such examination as provided in this act, or if any person to whom a written or printed list of interrogatories has been furnished by said commissioner shall neglect or refuse to answer and return the same under oath, such person or persons shall be deemed guilty of a misdemeanor, and upon complaint of the commissioner before a court of competent jurisdiction, and upon conviction thereof, such person or persons shall be fined in a sum not less than twenty-five dollars nor more than one hundred dollars, or by imprisonment in the county jail, not exceeding ninety days, or by both such fine and imprisonment: *Provided, however,* That no witness shall be compelled to go outside of the county in which he resides to testify. In the report of said bureau no use shall be made of the names of individuals, firms or corporations supplying the information called for by this act, unless by written permission, such information being deemed confidential and not for the purpose of disclosing personal affairs, and any officer, agent or employee of the bureau violating this provision shall forfeit a sum not exceeding five hundred dollars or be imprisoned not more than one year.

SEC. 5. The commissioner, as State factory inspector, shall have power to enter any factory or mill, workshop, private works or State institutions which have shops or factories, when the same are open or in operation, for the purpose of gathering facts and statistics such as are contemplated by this act; and to examine into the methods of protection from danger to employees and the sanitary conditions in and around such buildings and places, and to make a record thereof of such inspection. If the commissioner as State factory inspector shall find upon such inspection that the heating, lighting, ventilation or sanitary arrangement of any workshops or factories is such as to be injurious to the health of the persons employed or residing therein, or that the means of egress in case of fire or other disaster are not sufficient, or that the belting, shafting, gearing, elevators, drums, saws, cogs and machinery in such workshops and factories are located or are in a condition so as to be dangerous to employees, and not sufficiently guarded, or that the vats, pans, or any other structures, filled with molten metal or hot liquid, are not surrounded with proper

safeguards for preventing accidents or injury to those employed at or near them, he shall notify in writing, the owner, proprietor or agent of such workshops or factories to make, within thirty days, the alterations or additions by him deemed necessary for the safety and protection of the employees; and if such alterations or additions are not made within thirty days from the date of such written notice, or within such time as said alterations or additions can be made with proper diligence upon the part of such proprietors, owners, or agents, said proprietors, owners or agents so notified shall be deemed guilty of a misdemeanor, and upon complaint of the commissioner as State factory inspector before a court of competent jurisdiction, and upon conviction thereof, shall be fined in a sum not less than twenty-five dollars nor more than two hundred dollars, or by imprisonment not more than ninety days, or by both such fine and imprisonment.

SEC. 6. The following expressions used in this act shall have the following meanings: The expression "person" means an individual, corporation, partnership, company, or association. The expression "children" means minor persons under the age of fourteen years. The expression "minor" means a male person under the age of twenty-one years, or a female person under the age of eighteen years. The expression "woman" means female persons of eighteen years of age and upward. The expression "factory" means any premises where steam, water or other mechanical power is used in aid of any manufacturing process there carried on. The expression "workshop" means any premises, room, or place, not being a factory as above defined, wherein any manual labor is exercised by way of trade, or for the purpose of gain in or incidental to any process of making, altering, repairing, ornamenting, finishing or adapting for sale any article or part of an article, and to which or over which premises, room or place the employer of the person or persons working therein has the right of access or control: *Provided, however,* That the exercise of such manual labor in a private house, or a private room by the family dwelling therein, or by any of them, or in case a majority of persons therein employed are members of such family, shall not of itself constitute such house or room a workshop within this definition. The aforesaid expressions shall have the meaning above defined for them respectively in all laws of this State relating to the employment of labor, unless a different meaning is plainly required by the context.

SEC. 7. All State, county, township and city officers are hereby directed to furnish said commissioner, upon his request, such statistical or other information contemplated by this act as shall be in their possession as such officers.

SEC. 8. The annual reports of the bureau of labor and industry provided for in this act shall be printed in the same manner and under the same regulations as the report of the executive officers of the State: *Provided,* Not less than three thousand nor more than ten thousand copies of the report shall be printed and distributed annually, as the judgment of the commissioner may deem best: *And provided, further,* That said report shall not contain more than six hundred pages. The blanks and other stationery required in accordance with the provisions of this act shall be furnished by the secretary of state upon the requisition of the commissioner of said bureau and paid for from the printing fund of the State.

SEC. 9. In addition to the assistant commissioner provided for by section 2 of this act, the commissioner shall appoint a stenographer for the bureau, and he may also employ special agents and such other assistants as may be necessary in the discharge of the official duties of said bureau; such special agents and other assistants shall be paid for the services rendered such compensation as the commissioner may deem proper, but no such agents or assistants shall be paid more than three dollars per day in addition to necessary traveling expenses.

SEC. 10. The compensation of officials of said bureau of labor and industry shall be as follows: Annual salary of the commissioner, one thousand five hundred dollars; annual salary of the assistant commissioner, one thousand two hundred dollars; annual salary of the stenographer, seven hundred and twenty dollars; and the further sums of eight hundred dollars for postage and expressage, and eight hundred dollars for special agents and other assistants and one thousand five hundred dollars for the necessary traveling and incidental expenses of the bureau shall be allowed annually, and payable upon proper vouchers certified by the commissioner. All salaries herein provided for shall be payable in monthly installments.

SEC. 11. Chapter 188 of the Laws of 1885 and all other acts or parts of acts inconsistent with the provisions of this act are hereby repealed.

SEC. 12. This act shall take effect and be in force from and after its publication once in the official State paper.

Approved January 6, 1899.

Published in official State paper January 11, 1899.

TENNESSEE.

ACTS OF 1898, EXTRA SESSION.

HOUSE RESOLUTION No. 4.—*Convict labor.*

WHEREAS, the board of prison commissioners have completed the new penitentiary and many shops and buildings for the employment of the convicts within the walls as the penitentiary building fund will justify, but these buildings and appurtenances are not of sufficient capacity or of sufficient number to employ all the convicts in diversified industries contemplated by the acts governing the employment of the convicts; and

WHEREAS, the board of prison commissioners desire the direction of the general assembly; therefore

Be it resolved by the General Assembly of the State of Tennessee, That the board of prison commissioners be, and they are hereby, authorized and directed to build, erect, install, and otherwise secure within the prison walls or upon the prison farm such shops, plants, factories, etc., as they shall deem necessary for the utilization of the labor of the convicts in diversified industries, and they are authorized to use the labor of the convicts, the product or proceeds of same, or earnings from the penitentiary system, for this purpose to a sufficient extent not to exceed twenty-five thousand dollars ($25,000).

Adopted February 1, 1898.

Approved February 1, 1898.

VERMONT.

ACTS OF 1898.

ACT No. 51.—*Labor day.*

SECTION 1. Section 2314 of the Vermont statutes is amended so as to read as follows:

SECTION 2314. The * * * first Monday in September * * * shall be legal holidays * * *.

SEC. 2. Section 2315 is hereby amended so as to read as follows:

SECTION 2315. The sixteenth day of August shall be known as Bennington Battle Day, and the first Monday in September as Labor Day throughout this State.

SEC. 3. This act shall take effect from its passage.

Approved November 26, 1898.

UNITED STATES.

ACTS OF 1897-98.

[See page 783 of Department of Labor Bulletin No. 18 for other labor legislation of 1897-98.]

CHAPTER 541.—*National bankruptcy law—Wage earners, etc., not to be adjudged involuntary bankrupts.*

SECTION 1. The words and phrases used in this act and in proceedings pursuant hereto shall, unless the same be inconsistent with the context, be construed as follows: * * * (27) "wage earner" shall mean an individual who works for wages, salary, or hire, at a rate of compensation not exceeding one thousand five hundred dollars per year; * * * .

SEC. 4 *a*. Any person who owes debts, except a corporation, shall be entitled to the benefits of this act as a voluntary bankrupt.

b Any natural person, except a wage-earner or a person engaged chiefly in farming or the tillage of the soil, * * * may be adjudged an involuntary bankrupt upon default or an impartial trial, and shall be subject to the provisions and entitled to the benefits of this act. * * *

Approved July 1, 1898.

RECENT GOVERNMENT CONTRACTS.

[The Secretaries of the Treasury, War, and Navy Departments have consented to furnish statements of all contracts for constructions and repairs entered into by them. These, as received, will appear from time to time in the Bulletin.]

The following contracts have been made by the office of the Supervising Architect of the Treasury:

KANSAS CITY, MO.—May 4, 1899. Contract with L. L. Leach & Son, Chicago, Ill., for interior finish, plumbing, vault doors and linings, gas piping, approaches, etc., for post-office and court-house, $164,550. Work to be completed within ten months.

ST. PAUL, MINN.—May 5, 1899. Contract with Butler-Ryan Company for interior finish, plumbing, and gas piping, iron stairs, elevator inclosure, changes in interior partition walls, etc., for post-office, court-house, and custom-house, $146,950. Work to be completed within ten months.

ST. PAUL, MINN.—May 6, 1899. Contract with Allan Black for boiler plant, low-pressure and exhaust steam-heating and mechanical ventilating apparatus, cold-water supply system, fire pump, etc., for post-office, court-house, and custom-house, $53,568.

BROCKTON, MASS.—May 15, 1899. Contract with Pittsburg Heating Supply Co., Pittsburg, Pa., for heating and ventilating apparatus, etc., for post-office, $3,299. Work to be completed within seventy days.