


**Some Light**

**on**

**Individual Contract**



**COMPLIMENTS OF**  
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# SOME LIGHT ON INDIVIDUAL CONTRACT

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THE Individual Contract, such as is known, among Labor Unions today, as "THE MASTER AND SERVANT" law, can trace its birth back to the old blacklisted laws about a decade ago, taken in conjunction with various laws passed in different states, which were forced upon Legislatures by Legislative Bodies for the purpose of fulfilling their aims and desires, accomplishing their ends without reference to the losses and damages of Capital and Employees obtaining therefrom.

The greatest fight which Labor Leaders have made in the past decade has not been in advancement of wages, but the farsighted policy of forcing closed shop, under contract and by legislation upon Employers; who, hemmed on one side by legislation thereto, and by a wave of public opinion favoring unionism; adverse Ruling of State Courts, were completely at the mercy of labor leaders who, by ambitious efforts, had assumed control and were in a position to dictate to Employers whom they might hire, whom they might discharge, and assume practically the operating control of the business in which they were employed.

It is obvious that under these circumstances, there must be one of two things follow; *i. e.*, Employers must find some avenue of escape from oppressive legislation with closed shop contract, or must restrict their output until their securities would fail in value.

Up to the time of the Ruling of the Supreme Court of the United States in the Case of "Coppage vs. State of Kansas" decision rendered January 25, 1915, nine states had upon their statute books Ruling making it a misdemeanor for the dismissal of a Union employee for Unionism alone. There could be enumerated hundreds of Employers who, perforce, under

the circumstances obtaining from the conditions above related, had signed contracts agreeing to use only Union Labor and such employees as were specified by the Local Unions.

It was stated in several Court proceedings that the grounds for these contracts were for the purpose of avoiding dispute between the Union and Association of Employers, and acted as a preventive in Employers coercing workmen from exercising their legal rights to become members of a Labor Union such as they might see fit. This right has been upheld by every Court of the land and cannot be disputed, but there is a serious doubt in the mind of investigators as to whether these men desire at all times to exercise this right, and under contracting clauses of the closed shop, it is fast imposing upon the average American citizen the necessity of his becoming a member of a Labor Union, or otherwise being deprived of his employment and thereby earning a livelihood.

There must, necessarily, therefore be some means whereby a workman, as an American citizen, desirous of honestly earning a livelihood for himself and family, be enabled to choose for himself as to whether he desires to enroll himself as a member of a Labor Organization, or whether he desires to work as an individual. The legality of the closed shop contract has never been fully tested by the State Courts, who have given as many various decisions upon the matter, all based upon local conditions and circumstances surrounding the particular and individual cases which were tried.

Some of these are most interesting and date back from the old "Knights of Labor" whose rule it was that no man should work four weeks without becoming a member where they had the closed shop contract, the employee having no recourse in the face of a contract made by the Employer, whose right it was, primarily, to say whom he should employ, and if he agreed not to employ any but union labor, it left the individual with nothing to do but join that Union in order to assert his right to work.

This was manifestly wrong and against public policy and the interest of society, as the utmost freedom should be allowed every man, under a democratic form of government, in choosing and working at the trade which he desires. The contract, which the Employer had entered into, placed a burden, unnecessarily, upon the shoulders of this individual such as he was unable to bear. For self-defense then, the man must join the Union.

It is considered that there are at least 50% of the Union members today, who privately would express a desire to be relieved of the thralldom of Unionism in the event that some means could be found for protecting them in their employment. This means has been found and it is expressed in what is known as "INDIVIDUAL CONTRACT."

The United States Government, under the Constitution, Art. 1, Sec. 10, guarantees that no one shall pass any law impairing the obligation of contract. With this in view, it is realized that, however strong a Legislative Body may be in the tendrils of a Labor Union State, no law which that Legislature may pass will prevent any two men, whether Employee or Employer, from entering into a contract made in good faith, with the necessary provisions in the instrument that would make it binding upon both parties.

This instrument acts likewise as a protection both to Employer and Employee. Those men, who dislike the Union and have no desire to be burdened by the taxations and the limitations of work and service imposed upon them by the various laws of Labor Unions, may with straightened shoulders throw off their yoke and enter into a contract with the man to whom they are looking for their remuneration, to give him satisfactory service for a stated length of time for consideration, that consideration to be named in this instrument.

The workman, thereby, is protected; from prejudice by subordinate officials, by lack of harmony which may exist, and from the one thousand various causes which may arise for dismissal of a workman, who previous to this had neither recourse nor redress.

The employer, on the other hand, is similarly protected. It gives him a basis for a stated term upon which to make estimates for the manufacture of his goods, or for the fulfillment of Public obligations if connected with Public Utilities; enables him to judge how far he may go on in expenditures of money for the betterment of his property and the increase of his facilities. It enables him to market his securities with a knowledge of the ratio of expense, and promises of dividends, that under the Union regime could never be done with any degree of security.

It provides equal and a common ground for the meeting of Employer and Employee, recognized by the Courts, protected by the Government, judged fairly by public opinion, which

will enable them to redress wrongs, right grievances, giving to each half of the industrial forces of the country rights which hitherto have been denied.

It cannot be gainsaid that an employee on the way to his daily employment, with a knowledge that he is protected in that day's work by a fair rate of pay, from the prejudice of subordinate officials and fellow workmen, that this employee will have a greater field, with a freer mind, for the development of his capacity and the enlargement of his duties, as well as the increase of efficiency. He is, thereby, enabled to figure for himself his course of employment, at a fair rate of wages which he, himself, agreed upon; under working conditions upon which he, himself, agreed primarily when he entered the service of his Employer. He realizes that the investment of his Employer renders him acutely liable both to the public and to the Courts as to the faithful performances of the contract which he entered into with the workman; and at the same time, the Employer realizes that upon that workman there is a burden of faithful performance of his duties, a guarantee of continuous service in the interest of both Employee and Employer, and the conditions which hold liable both the Employee and any outside party, whatever method or means might be used, to interfere with the performance of this contract which had been made in good faith.

The greatest protection of the "INDIVIDUAL CONTRACT" lies in the right of both parties to prevent anyone procuring breach of the contract. It is undeniable that at certain periods in a man's life, a workman can hardly be blamed for joining a Union. When pressure is put upon him by his fellow workmen, and he, without justification or excuse, refuses to affiliate with them, it undoubtedly puts him beyond the pale of friendship and fellowship with his co-workers, and throws upon him the odium of public opinion to such an extent that eventually he will capitulate under continual solicitation, whether his reasoning justifies his action or not.

If, however, this man has made a bona-fide contract, individually, with his Employer, it gives him a ground to offset the odium of the public, and provides an adequate excuse for his refusal to join the Union, because the very laws of the government forbid any Labor Union to procure a breach of the contract in which he had, in good faith, entered.

It is well advised then to give an Employee such an excuse, such a ground upon which he may with surety rely.

The protection to the Employer along the same lines comes from well-defined laws that give him recourse in the event of any third party or parties procuring a breach of this contract upon either part. It has been well settled that anyone who procures a breach of contract of any character by one of the parties thereto, to the injury of the other party, by the use of false representation, violence, threats, intimidation, or coercion of any character, that party is guilty of Actionable Tort. It has been settled by Federal Authority that any one who maliciously persuades another to break contract of employment, for injury of the other party, is guilty of Actionable Tort, and that the rule is not confined to cases where the services rendered are menial in nature or to those where the relation of MASTER and SERVANT strictly exists. Contract Right is Property Right, which is to be protected against undue influence by persons not party thereto, since such action on the part of a third party is a direct invasion of this Property Right. Any contract which confers rights on both parties, not only binds the parties thereto to the same by the obligation entered into, but also imposes upon the entire world the duty of respecting that obligation. Therefore, there can be no justification for any one attempting to impair either the right to contract or the obligation after once entered into.

Where a Union, its officials, or members, intentionally and without cause, induces another's employee to quit the Employer's service in breach of his contract of employment, that Employer is entitled to recover the damages resulting from such action of such Union or from such combination of officials or Union members. This has been held to be true, whether the means used are peaceful persuasion, threats, abusive language, or intimidation of any character. The excuse that the procuring of this breach of contract is legitimate trade competition will not hold. It lies within the power of both employee and employer to enjoin any third party who unlawfully interferes or threatens to interfere with his rights under contract, if it can be proven that such action is being or has been committed.

There is no justification on the part of the Defendant that the Defendant acted in good will or in pursuance of any by-laws of any Union, and a case of Actionable Tort would lie wherein the Union called a strike of its members to procure the discharge of an employee who had signed an individual contract, with special references to violation of this contract

on the part of the Employer in discharging the Employee. Thus, we see ample protection is extended by this instrument both to Employer and Employee against the machinations of so-called Unionism, and leaves to both Employer and Employee a clear field for the development of their resources and abilities, a protection hitherto not extended in any manner.

This Company, two years ago, advised the more general use of the individual contract to its railroad clients. Unfortunately, for the railroad companies, they overlooked the advisability of it and in the interim, the Amalgamated Association made wonderful strides, due to a critical situation and overpowering public opinion, which will cost thousands of dollars to offset.

Any further light along any particular lines will be gladly given, upon request.