Legal Information Bureau
FOR LABOR ORGANIZATIONS

Bulletin No. 4

BY THE ACTION of the Cincinnati and Portland Conventions of the American Federation of Labor, a Legal Information Bureau was organized and its functions and limitations set forth. This bulletin is the first step to be taken in the dissemination of legal information, and it is hoped it will be a source of guidance and of interest to all labor organizations. This Bulletin will be issued, not at any stated time, but as circumstances permit or occasion demands.

It is our hope that, with the growth of the Bureau, we may be able to reprint or mimeograph all the extraordinary decisions affecting labor and labor organizations with such opinions and guidance as may be helpful.

Where comment on a decision is made it will be so stated, otherwise, the language quoted or briefed is that of the court rendering the decision.

MATTHEW WOLL, Director.

The Herald will publish all these decisions and comments, to the end that the workers of the South may have full advantage of this great service. Please keep these articles. If you do not care to keep the entire paper, then clip these articles, paste them together, and at the end of the series you will have the full information on all legal phases.—Editor.

SUPREME COURT UPHOLDS THE VALIDITY OF THE CALIFORNIA ALIEN LAND LAW IN TWO DECISIONS RENDERED NOVEMBER 19, 1923. N. 44 SUPREME COURT REPORTER AGES 112-115.

Webb Attorney-General of California et al,, vs. O'Brien et al. Frick et al, vs. Webb Attorney-General of California et al.

In the first case O'Brien sought to enter into a contract with one Inouye. By the proposed contract Inouye gas given the right for four (4) years to plant, cultivate and harvest crops on the land and O'Brien undertook to protect him during the term from interference by any other person. He was to be entitled to a half of all the crops grown in the land during the term, to be divided after harvest and before removed from the land. This share of the crops is his only return from the undertaking. The court held that this was more than a contract of employment and if executed would give to Inouye the right to use and to have or share in the profit of the land for agricultural purposes.

The court points out that the treaty between the United States and Japan does not confer upon the citizens or subjects of either in the territory of the other, the right to acquire or enjoy lands for agricultural purposes, but does grant liberty to own or lease houses and shops and to lease lands for residential and commercial purposes.

Section two of the California Alien Land Act extends the privilege to acquire and enjoy real property only in the manner and to the extent, and for the purposes prescribed in the treaty. By the terms of the proposed contract and the obligation to accept one half of the crops as his only return the contract is clearly distinguished from one of mere employment. The right to make and carry out such a contract as this is not safeguarded to ineligible aliens by the constitution, and a denial of it does not deny the ordinary means of earning a livelihood or the right to work for a living. By the use of such contracts the population living on and cultivating the farms might come to be made up largely of ineligible aliens and the court ruled out that the allegiance of the farmers to the state directly affects its srength and safety.

"The privilege to make and carry out the proposed cropping contract or to have the right to the possession and enjoyment and benefit of land for agricultural purposes as contemplated and provided for therein is not given to Japanese subjects by the treaty. No constitutional right of the alien is infringed, it therefore follows that the injunction should have been denied."

The injunction which the lower court had granted to restrain the Attorney-General from instituting any proceedings to enforce the alien land law was ordered dissolved.

In Frick vs. Webb the law was sought to be avoided by selling shares of stock in a farm company. The court held that indirect as well as direct ownership and control of agricultural lands by alien citizens may be forbidden.

SANDEFUR V. CANOE CREEK COAL CO. 293 N. 3, FEDERAL REPORTER, PAGE)79.

The Circuit Court of Appeals of the 6th circuit certified to the Supreme Court of the United States, the question that a court of equity must not punish for contempt in any class of cases which Congress might except as such punishment might follow conviction by a jury as upon a criminal trial. From information received from the clerk of the Supreme Court it has been ascertained that this case is No. 679 and will not be considered by the Supreme Court until the latter part of next fall unless for some reason it should be advanced.

DENNISON, Circuit Judge. Upon the claim that the plaintiff in error had violated some of the provisions of this injunction, proceedings for contempt were brought against him. His demand for jury trial was overruled. The court heard the issues and found him guilty, held the proceeding to be punitive, and imposed upon him a fine to be paid into court, for the use and benefit of the United States. Upon this writ of error, the sole question presented arised upon the refusal of the demand ofr a jury trial.

This demand was made in purported pursuance of sections 21 and 22 of the Clayton Act. 38 Stat. 730 (Comp. St. 1245 a, 1245b). The acts which were charged to constitute contempt were also criminal offenses under the laws of Kentucky, and hence the situation contemplated by section 21 came into existence. The demand for a jury was refused by the trial judge upon the ground that the case was not one of those "within the purview of this act," as specified in section 22. This view of the act has also been taken, but without discussion, by the Circuit Court of Appeals of the Seventh Circuit, Michaelson v. U. S. 291, Fed. 940.

We cannot accept this construction of that phase. The act, considered as a whole, covers several more or less distinct subjects. It is entitled "An act to supplement existing laws against unlawful restraints and monopolies, and for other purposes." The first eight sections pertain directly to the subject of trust and monopolies (Comp. St. 883a 883h); section 9 (Comp. St. 8602) concerns interstate commerce; section 10 (Comp. St. 8835i) combinations among common carriers; section 11 (Comp. St. 8835j); proceedings to enforce certain provisions of the act; sections 12-16 (Comp. St. 8835 k-8835o) anti-trust procedure and remedies; sections 17-19 (Comp. St. 1243a-1243c), regulations of injunction and restraining roders in all cases; section 20 (Comp. St. 1243d) limits the power of an equity court to issue any injunction in a certain class of cases, viz., between employer and the employe; and sections 21-24 (Comp. St. 1245a-1245d) pertain to procedure in any District Court, punishing contemptious disregard of any order of such court, providing the act constituting contempt is also a criminal offense. Observing this relation of the various parts of the act to each other, we think "within the purview of this act" must refer to that portion of the act which most broadly covers the subject-matter to which section 22 is devoted, and this portion is section 21, which reaches all cases where the act of contempt is also a criminal offense. We know of nothing in the legislative history of the act, or within the common knowledge as to the then existing situation, which justifies us in thinking that "within the purview of this act," in section 22, meant to limit its effect to the employer-employe' provisions of section 20, or even to the anti-trust scope of some of the earlier sections.

Thus we find ourselves unable to sustain the order upon the ground on which it was based below and are compelled to come directly to the question whether it was within the power of Congress to say that a court of equity must not punish for contempt, in any class of cases which Congress might select, except as such punishment might follow conviction by a jury as upon a criminal trial. This question has not been passed upon, as far as we learn, except by the District Court for the Southern District of Florida (In re-Atchison, 284, Fed. 604) and the Circuit Court of Appeals of the Seventh Circuit (Michaelson v. U. S. supra). Both these decisions have denied the power; but, for reasons which need not be stated, we have thought the question is one appropriate to certify to the Supreme Court, and have done so.

Pending decision of this question, we file this memorandum in order to dispose of the other question involved.

TEXTILE WORKERS COMPARE WAGES

Several weeks ago the Joint Council of textile workers began the task of securing information concerning the wages paid the mill workers in the various cities of the Carolinas. This report is about complete and will soon be published. It is an interesting statement, too, for it shows the big difference in wages paid workers even in different mills owned by the same people and located in different towns. Take a chain of mills, for example, all owned by the same company, with mills in different towns, and as much as $4 a week is found to exist in wages for identical work performed in the different mills. Sometimes these mills are but a few miles apart, yet this difference in wages exist just the same.

Blanks were sent workers in all mills in securing this information. These reports were then verified by gathering pay envelopes from the mlils, so there can be no doubt of the accuracy of the statement.

Just why this difference in pay is allowed to exist is dwelt upon in the report, which will make interesting reading for a great many people.

PRIVATE COMPENSATION URGED BY BUSINESS MEN

Washington, Feb. 20.—Business interests in this city and throughout the nation are urging congressmen to oppose the Fitzgerald compensation bill, which prohibits private concerns from writing compensation to injured workers in the District of Columbia.

Business men favor the Underhill bill, which permits private concerns writing this insurance. These advocates declare that congress has no right to injure a private business—the business of living off the injuries and misery of helpless workers.

HISTORY OF TEAPOT DOME

Because of the fact that all Washington is agog with investigations of deals involving Teapot Dome, it might not be amiss to give a few facts concerning this much-talked of place.

Teapot Dome is a supposedly rich oil-field in Wyoming. It was set apart in 1915 as a reserve to supply future needs of the United States Navy. Two areas in California were set aside for the same purpose in 1912. During the Wilson administration there was considerable agitation in Congress for the withdrawal of these fields from public control. In June, 1920, a law was approved giving the Secretary of the Navy exclusive power to conserve and develop the reserves by lease, contract, or otherwise, and to use, store, exchange or sell the oil issuing from them or the products therof. But in May, 1921, President Harding turned over the admintsration of the reserves to the Department of the Interior, then headed by Albert B. Fall. In 1922 the interior department signed a lease conveying the Teapot Dome oil on a royalty basis to a company organized by Harry F. Sinclair. The act was criticized, but was defended by the Department of the Interior on the ground that the Teapot Dome field was being tapped and drained by wells in the adjacent privately owned Salt Creek fields, and that the government was making a good bargain by arranging for the prompt pumping and storing of the oil. One California oil reserve was leased to a company headed by E. L. Doheny in 1921, and the other in 1922. Until recently, controversy has centered about the advisability of the Teapot Dome lease from the standpoint of profit to the government and over the question whether navy oil should be left in the ground or stored in tanks.

But last year there were rumors which gave a new turn to the discussion. It was remembered that private sources gave out the news of the Teapot Dome lease before the government departments did. Then, according to The New York Times, "neighbors of Mr. Fall in New Mexico told the Senate investigating committee that there were sudden signs of prosperity at the Fall ranch in Three Rivers. Mr. Fall replied that the reported costly improvements to his ranch were paid for out of $100,000 lent him by Edward B. McLean, publisher of the Washington Post. Mr. McLean thereupon informed the committee that he had lent Mr. Fall a sum of money, but that the loan "was in the form of checks which were returned to him uncashed." Ex-Secretary Fall testified that he has never aproached Mr. Doheny or Mr. Sinclair or any one connected with any of his corporations, nor had he "received from either of said parties one cent on account of any oil lease or upon any account whatsoever.

That at the end of last month came a succession of the sensational statements. Archibald D. Roosevelt, son of President Roosevele, appeared voluntarily to testify to the transfer of cash from Sinclair to a Fall employe. Col. J. W. Zevely—the Sinclair attorney after whom the famous race-horse Zev is named—testified in Washington, as the New York Evening Post notes, "that in June, 1923, Sinclair lent $25,000 in Liberty bonds to Fall, in addition to $10,000 in cash given to him "to enable him to go to Russia with Sinclair." E. L. Doheny told the committee that it was he who had lent Mr. Fall in 1922 as an accommodation to an old friend.

BRADFORD BRAGS ON CARPENTERS

1764 Growing Rapidly—Boll Weevil Mechanics No Longer In the Demand Here.

J. L. Bradford, general organizer for the Brotherhood of Carpenters and Joiners, was in the city last week, and visited Local 1764 at the regular meeting Friday night. An unusually large crowd was present, and much business was transacted. Mr. Bradford was highly elated at the progress that the carpenters have made here, and was very complimentary in his remarks to the union.

Union carpenters of the city are now approaching that plane they have long sought. For some time it was necessary to persuade carpenters to join the union. Now the carpenters are applying to the union for membership. This condition has been brought about because of the fact that hundreds of men came to Charlotte during the past two years, claiming to be carpenters, and knowing just about as much of the carpenter's trade as Vanderlip knew about the charges he made against President Harding. The contractors and builders of Charlotte hired these counterfeit carpenters because of their low wages, and now that winter weather has had a chance to test the work done, the builders have discovered their mistake. So the one best way they now know for protection against boll weevil carpenters is to employ members of the union. So the carpenters who have been able to secure work in the past are now finding employers asking them if they belong to the union. If they do not, then there's nothing doing.

Truly things are looking better.

NO LABOR WANTED.

Berkeley, Cal., Feb. 20.—Building craftsmen in this city appeal to workers elsewhere not to believe statements that there is a labor scarcity in this city. Last September a fire destroyed 900 nomes, which have since been rebuilt. Anti-union employers are attempting to capitalize this incident by flooding Berkeley with penniless workers.

FOOD PRICES GO UP.

Washington, Feb. 16.—During the year period, January 15, 1923, to January 15, 1924, food prices increased in the following cities, according to the bureau of labor statistics: Springfield, Ill., 8 per cent; Peoria, 7 per cent; Cincinnati, Columbus, Milwaukee and Omaha, 6 per cent; Denver and Louisville, 5 per cent; Indianapolis and Jacksonville, 4 per cent; Bridgeport, Detroit and Manchester, 3 per cent; Boston, Butte, Charleston, New Haven, New Orleans, Norfolk and Washington, D. C., 2 per cent; Fall River, Providence and Scranton, 1 per cent; Richmond and Rochester, less than one-tenth of one per cent.