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No. 3797

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IN THE

**District Court of the United States**

FOR THE

DISTRICT OF INDIANA

AT

INDIANAPOLIS

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BORDERLAND COAL CORPORATION  
A Corporation,

VS. BILL

INTERNATIONAL ORGANIZATION OF  
THE UNITED MINE WORKERS OF  
AMERICA; ET. AL.

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BORDERLAND COAL CORPORATION, a Corporation,  
Plaintiff,

vs.

THE INTERNATIONAL ORGANIZATION OF THE UNITED MINE WORKERS OF AMERICA, JOHN L. LEWIS, President of said Organization; PHILLIP MURRAY, Vice President of said Organization; WILLIAM GREEN, Secretary-Treasurer of said Organization; DISTRICTS NUMBERS 1, 2, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27 and 29 of said Organization; THOMAS DAVIS, JOHN GHIZZONI, JOHN O'LEARY, A. R. WATKINS, N. J. FERRY, ORA GASAWAY, JOHN J. MATES, SAM CADDY, W. D. VANHORN, ED DOBBINS, D. H. WATKINS, G. L. PECK, LUKE BRENNAN, B. A. SCOTT, ROBERT LIVETT, FRANK WALTERS, W. L. HARRISON, WM. DALYRMPLE, PHILLIP JURANOVICH, W. D. DUNCAN,

RODGER QUINNAN, ANDREW STEELE, JOHN LIVINGSTONE, STEPHEN ELY AND LAWRENCE DWYER, International Executive Board Members of said United Mine Workers' Organization, FRANK KEENEY, President of District 17 of said Organization and FRED MOONEY, Secretary-Treasurer of District 17 of said Organization, and all the members of said International Organization of the United Mine Workers of America, whose names are unknown to the Plaintiff, and too numerous to mention; and JACKSON HILL COKE & COAL COMPANY; QUEEN COAL & MINING COMPANY; ROWLAND'S POWER CONSOLIDATED COLLIERY COMPANY; LOWER VEIN COAL COMPANY, corporations created and existing under the laws of the State of Indiana; P. H. PENNA, J. K. SEIFERT, J. H. McCLELLAND and W. J. SNYDER,  
Defendants.

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TO THE HONORABLE ALBERT B. ANDERSON  
JUDGE OF THE DISTRICT COURT OF THE UNITED  
STATES FOR THE DISTRICT OF INDIANA.

The Borderland Coal Corporation, a corporation created, organized and doing business under and by virtue of the laws of the State of Virginia, and a citizen of said State of Virginia, brings this its Bill against the International Organization of the United Mine Workers of America, with its headquarters and home office in the City of Indianapolis, State of Indiana; John L. Lewis, President of said organization; Phillip Murray, Vice President of said organization and William Green, Secretary-Treasurer of said organization, having their headquarters and place of business in the Merchants Bank Building in the City of Indianapolis, in the State of Indiana; Districts Numbers 1, 2, 5, 6, 7, 8 and 9 of said organization located in the



State of Pennsylvania; District Number 10 of said organization located in the State of Washington; District Number 11 of said organization located in the State of Indiana; District Number 12 of said organization located in the State of Illinois; District Number 13 of said organization located in the State of Iowa; District Number 14 of said organization located in the State of Colorado; District Number 17 of said organization located in the State of West Virginia; District Number 18 of said organization located in the Dominion of Canada; District Number 19 of said organization located in the State of Tennessee; District Number 20 of said organization located in the State of Alabama; District Number 21 of said organization located in the State of Oklahoma; District Number 22 of said organization located in the State of Wyoming; District Number 23 of said organization located in the State of Kentucky; District Number 24 of said organization located in the State of Michigan; District Number 25 of said organization located in the State of Missouri; District Number 26 of said organization located in the Dominion of Canada; District Number 27 of said organization located in the State of Montana; District Number 29 of said organization located in the State of West Virginia; Thomas Davis, John Ghizzoni, John O'Leary, N. J. Ferry and John J. Mates, International Executive Board members of said organization, being citizens and residents of the State of Pennsylvania; Ora Gasaway, member of said International Executive Board of said organization, being a citizen and resident of the State of Indiana; Sam Caddy, member of said International Executive Board of said organization, being a citizen and resident of the State of Washington; W. D. Vanhorn, member of said International Executive Board of said organization, being a citizen and resident of the State of Indiana; Ed Dobbins, member of said International Executive Board of said organization, being a citizen and resident of the State of Illinois; D. H. Watkins, member of said International Executive Board of said organization, being a citizen and

resident of the State of Iowa; G. L. Peck, member of said International Executive Board of said organization, being a citizen and resident of the State of Kansas; Luke Brennan, member of said International Executive Board of said organization, being a citizen and resident of the State of Colorado; B. A. Scott, member of said International Executive Board of said organization, being a citizen and resident of the State of West Virginia; Robert Livett, member of said International Executive Board of said organization, being a citizen and resident of Alberta, Canada; Frank Walters, member of said International Executive Board of said organization, being a citizen and resident of the State of Tennessee; W. L. Harrison, member of said International Executive Board of said organization, being a citizen and resident of the State of Alabama; William Dalrymple, member of said International Executive Board of said organization, being a citizen and resident of the State of Oklahoma; Phillip Juranovich, member of said International Executive Board of said organization, being a citizen and resident of the State of Wyoming; W. D. Duncan, member of said International Executive Board of said organization, being a citizen and resident of the State of Kentucky; Robert Quinnan, member of said International Executive Board of said organization, being a citizen and resident of the State of Michigan; Andrew Steel, member of said International Executive Board of said organization, being a citizen and resident of the State of Missouri; John Livingstone, member of said International Executive Board of said organization, being a citizen and resident of the Dominion of Canada; Stephen Ely, member of said International Executive Board of said organization, being a citizen and resident of the State of Montana, and Lawrence Dwyer, member of said International Executive Board of said organization, being a citizen and resident of the State of West Virginia; all of said International Executive Board members having their headquarters in the City of Indianapolis, State of Indiana; Frank Keeney and Fred Mooney,



President and Secretary-Treasurer of District Number 17 of said organization, being citizens and residents of the State of West Virginia, with their headquarters in the City of Charleston in said State; the unknown members of said organization residing within the districts hereinbefore named; P. H. Penna, J. K. Seifert, J. H. McClelland, W. J. Snyder, residents of the State of Indiana; Jackson Hill Coal and Coke Company, Queen Coal and Mining Company, Rowlands Power Consolidated Colliery Company and Lower Vein Coal Company, corporations organized under the laws of the State of Indiana and citizens and residents of said State.

This is a suit of a civil nature in equity, and is between citizens of different states and the amount in controversy herein exceeds the sum of Three Thousand (\$3,000.00) Dollars, exclusive of interest and costs; and arises under the Constitution and laws of the United States in this: to-wit, this suit necessarily presents for decision the proper construction and application of certain provisions of the Act of Congress commonly known as the Sherman Anti-Trust Law, and of the Act of Congress approved October 15, 1914, and commonly known as the Clayton Act.

The Plaintiff says that it brings this suit for and on behalf of itself and on behalf of sixty-two (62) coal mining companies and operations having their mining plants located in what is known as the Thacker or Williamson District on the Norfolk & Western Railroad in Mingo County, West Virginia, and Pike County, Kentucky; that the interests of all of said sixty-two (62) companies in this suit is identical with that of the Plaintiff, and the questions involved in this proceeding are all of common and general interest with the Plaintiff and these sixty-two (62) companies, and they constitute a class so numerous that it is impracticable to bring them all before the Court, and therefore, the Plaintiff sues for all of them; that the interest of all the defendants in this suit is the

same and is identical with the interest of all the coal mining companies operating mines in the State of Indiana, and the actions and conduct of all of said companies are precisely the same as hereinafter complained of the defendant companies, and the relief sought against the last named companies is the same as will be asked against each of all the other companies; and the questions involved in this proceeding are of common and general interest to all of said companies, which constitute a class so numerous as to make it impracticable to bring them all before the Court.

That the Defendants, John L. Lewis, President and William Green, Secretary-Treasurer of the International organization of the United Mine Workers of America as such have charge and control of all the said districts and of all the mine workers belonging to said association in the United States and Canada, including those men who work at the mines of the defendant companies hereinabove referred to, and that there are about 6,000 workers at the mines of the said defendant companies who are members of said association and subject to its rules and control, and that the questions involved in this proceeding against said organization and its officials are the same and identical in interest with the interests of each of said six thousand workers and they constitute a class so numerous as to make it impracticable to bring them all before the Court; and that the actions and conduct of said workers and the remedies sought against all and each of said workers are the same.

The Borderland Coal Corporation, respectfully avers:

I

(1) That said Corporation was at the time of institution of this suit, and still is, a corporation duly chartered, organized and doing business under and by



virtue of the laws of the State of Virginia, and is a resident and citizen of said State; that the defendants are non-residents and not citizens of the State of Virginia, but are citizens of the State of Indiana, residing at Indianapolis in said State, and of states other than the State of Virginia.

(2) That while said Plaintiff is chartered, organized and doing business under the laws of the State of Virginia, and is a citizen of that State, it is duly licensed to do business in the States of West Virginia and Kentucky; that the Plaintiff, Borderland Coal Corporation, is the owner of a certain leasehold on a large boundary of coal lands, approximately 1900 acres, situate in Pike County, Kentucky, just across Tug River, which is the State line, from Mingo County, West Virginia, and is engaged in the mining of coal from said land, which coal is taken across said Tug River to the Norfolk & Western Railroad in Mingo County, West Virginia, and there loaded in the railroad cars and is further engaged in the shipping of said coal from said lands in Interstate Commerce to different States of the Union, other than Kentucky and West Virginia, and to Canada; that said Company has been engaged in the said business of mining coal and in the said business of shipping coal in Interstate Commerce as aforesaid, for a number of years prior to the institution of this suit and prior to the labor difficulties hereinafter more specifically set out, and has conducted its said business continuously from the time of the beginning thereof, and that it annually produces a large tonnage of coal, shipped in Interstate Commerce as aforesaid, and is now engaged in said business.

(3) That practically the entire output of the mine of said Plaintiff has always been sold, shipped and delivered to points outside of the States of West Virginia and Kentucky, and the larger part of it to points in Illinois, Indiana, Ohio, Michigan and the Northwest, and in the territory generally known as "Central Competitive Field" and in Canada;

(4) That the Plaintiff has expended a large sum of money in the construction of its mining plant and equipping the same as was necessary in order to mine and ship its coal as aforesaid.

(5) That prior to the labor difficulties hereinafter mentioned and set forth, the said Plaintiff had entered into various contracts with customers residing in said States above mentioned and in Canada, for the delivery to them of specified amounts of coal, which said contracts said Plaintiff was engaged in filling at the time said labor difficulties occurred; that the Plaintiff, Borderland Coal Corporation, is still engaged in filling said contracts.

(6) That the United Mine Workers of America is an unincorporated association of mine workers engaged in and about the work of mining and shipping coal in and from different mines throughout the United States, its headquarters being located in the City of Indianapolis, in the State of Indiana; that the said association is subdivided into about thirty (30) districts and sub-districts and numerous local unions are located therein, each district having jurisdiction over the local unions within its territory; that each member of each local union is a member of the United Mine Workers of America and subject to the orders of said International Association and subject to the rules laid down in its constitution and by-laws as well as to the constitution and by-laws of the various districts, sub-districts and local unions having jurisdiction over them respectively; that each of the district branches or local unions which are parts of the International organization of the United Mine Workers of America is created by said United Mine Workers of America to carry out the objects, purposes and business of said International organization, and more particularly to act with, for and under said International organization in carrying out the unlawful acts hereinafter set forth; that the United Mine Workers of America, District 17, is one of the said district branches of the United



Mine Workers of America and has jurisdiction over all union mines and union miners in the counties of Mercer, McDowell, Mingo, Wayne, Boone, Logan and Kanawha, as well as the Fairmont section in West Virginia, and that District 29 of said United Mine Workers of America has jurisdiction over all of the union mines and union miners in the remainder of West Virginia; that the United Mine Workers of America divides all coal mines in the several states of the United States into two classes, one class being called "Union" or "Organized" mines because they are operated under agreements with the United Mine Workers of America, or one of its district branches, to employ none but members of that union in or about the work of producing, loading and shipping coal and to comply with all the rules and regulations of the United Mine Workers of America and its district branches having jurisdiction over the respective mines in accordance with their geographical location, and the other class being called "Non-union" or "Unorganized" mines, because they refuse to make such agreements with the said association to employ only members of said association, and to comply with the rules and regulations of said organization.

(7) That the Plaintiff has always operated its mine as a "Non-union" mine; that is to say, it has never in any manner "recognized" said United Mine Workers of America or contracted or dealt with it in any manner whatsoever, but on the contrary has always employed only such men as were not members of, or affiliated with, said United Mine Workers of America, and has entered into individual contracts with its said employees as to wages, working conditions and terms of employment generally with full knowledge upon the part of said employees that only "Non-union" men were employed in and about its mine by the Plaintiff, and that whenever any employee joined or became affiliated with said United Mine Workers of America his employment was thereby terminated, to all of which all of the employees of said Plaintiff have at all

times fully agreed; that this policy of the Plaintiff to employ in and about its mines only men who were not members of said United Mine Workers of America was adopted by reason of the firm conviction that said policy operates to the best interests of both the employer and the employees and the experience of the Plaintiff in so operating its mines has fully justified the correctness and soundness of this policy, in that it has resulted in continuous and productive work on the part of the employees and in entire satisfaction on the part of the employees as to wages, housing, working conditions and other things effecting their interests, and neither the Plaintiff on the one hand nor its employees on the other have been disturbed and annoyed or subjected to loss of production or of time by strikes or labor troubles of any kind; that during the whole of the time this Plaintiff has been operating its mine and shipping coal, as above stated, there has been no interruption of work and no dissatisfaction on the part of its employees until the United Mine Workers of America undertook to compel the Plaintiff to "unionize" its mine and to compel its employees to join said union; that during the whole of the period aforesaid the employees of this Plaintiff have been able to earn and have earned more money per day and per month than miners similarly employed in what is known as "union" fields have been able to earn.

(8) That Plaintiff's said mine is located in what is known as the Thacker or Williamson coal field, and all of the other coal mines in that field are also operated as "non-union" mines, just as is the mine of the Plaintiff; that there are also in the State of West Virginia other "Non-union" fields, which are what is known as the Logan Coal Field, Pocahontas Coal Field, Tug River Coal Field, and the Winding Gulf Coal Field, the mines in all of which have always been also operated as "Non-union" mines and are so operated at this time; that the mines in the said States of Illinois, Indiana, Ohio and in Western Pennsylvania, which compete with the Plaintiff's said mine



and the mines in all the different coal fields of West Virginia along the Norfolk & Western Railroad, in the North and Northwest and in said "Central Competitive Field," are "Union" or "Organized" mines.

(9) That it and the other coal mining companies in said Thacker or Williamson Coal Field have repeatedly and consistently refused to have anything to do with the United Mine Workers of America, or any organizer or representative of said organization, and have made known to them and to each of them that they and each of them have always operated their mines as "Non-union" and intend to continue to so operate their mines, as they have the right to do, and have also made known their purpose not to permit any unlawful or illegal interference by said United Mine Workers of America, its subordinate organizations, districts or local unions, its officials, agents, employees or servants, with the operation of their said mines and with their business, but, notwithstanding these facts, said United Mine Workers of America have sought and are now seeking, for reasons hereinafter stated, by inducement, threats, violence, murder, insurrection and open warfare, to cause the employees of the Plaintiff to leave their service and to prevent others from working for the Plaintiff, all with the professed and avowed intent and actual purpose of carrying out an unlawful combination and conspiracy formed in the year 1898, and now existing between the United Mine Workers of America and the coal operators of said "Central Competitive Field" which will be hereinafter more fully set out.

## II.

Plaintiff further says that it is advised and so believes and charges:

(1) That in order to properly understand and appreciate the reasons for, and the effect of, the conspiracy

above mentioned it is necessary to set forth some facts in the history of the said United Mine Workers of America as follows:

The United Mine Workers of America was organized about 1890 and was apparently intended to be a trade organization, but its membership was small at that time and did not increase materially for a number of years; that in the year 1890, and for some years thereafter, the coal industry in West Virginia was in its infancy, and the coal produced in said State, by reason of the comparatively small amount thereof, did not seriously interfere with the sale of coal produced in said "Central Competitive Field," but from the year 1890 to the year 1898 the production of coal in West Virginia steadily and rapidly increased; that this West Virginia coal was shipped and sold in the markets in the United States and Canada in Interstate Commerce and a large portion thereof was sold in competition with the coals produced in said "Central Competitive Field;" said competition became year by year more and more sharp and more and more serious to the coal operators in the said "Central Competitive Field," by reason of the fact that the West Virginia coal was produced under more favorable mining conditions and that the production thereof was more regular, because it had not been disturbed by any labor conflicts, troubles or agitations, that by reason of said increase in production of West Virginia coal under conditions above set forth, it began to supplant and did supplant, to some extent, the coals produced in said "Central Competitive Field" in their common markets.

(2) That under these competitive conditions a joint conference was held in 1898, between the officials and representatives of the United Mine Workers of America, on the one part, and the coal operators of said "Central Competitive Field" on the other part, in the City of Chicago, at which time and place the effect of said West Virginia competition was fully discussed, and in order to



destroy said competition and to bar West Virginia coal from said "Central Competitive Field," an unlawful combination and conspiracy was entered into between the United Mine Workers of America and the said coal operators of said "Central Competitive Field," by the terms of which it was intended, understood and agreed, among other things, that the said coal operators of said "Central Competitive Field" would grant, and did grant, to said United Mine Workers of America certain demands made by that organization, while on the other hand said United Mine Workers of America agreed to "unionize" or "organize" the West Virginia coal fields for the purpose of thereby controlling the production of coal and the employment of labor in the coal mines in West Virginia, and especially to increase the cost of production of coal in West Virginia to such an extent that it could no longer compete with the coal produced in said "Central Competitive Field;" that pursuant to the terms of said conspiracy, and to make the same effective, the said coal operators of said "Central Competitive Field" agreed to employ in and about their mines no one not a member of said United Mine Workers of America, and further agreed to collect from their employees, members of that organization, through and on their payrolls, all dues and assessments, known as the "check off," levied or imposed by the officials of said United Mine Workers of America upon its members.

(3) That since the year 1898, it has been the primary and avowed purpose of the said United Mine Workers of America to secure the control of, and to operate a monopoly of, all labor in and about the coal mines, by compelling all persons working in and about said mines in the United States and Canada to become members of that organization and to abide by its rules and regulations and become obedient to it in all matters effecting mine labor and the terms and conditions of the employment of the coal industry in the United States and the Dominion of

Canada; that, in as much as the labor cost in the coal industry is from 75 to 90 per cent of the production cost of coal, the United Mine Workers of America, in the event it succeeds in carrying out its objects, purposes and policies and monopolizes all mine labor, as aforesaid, will be able to control absolutely both the production and price to the consumer of all coal produced in the United States and Canada, and further by such control of the production and price of coal it will be able to control absolutely all industries in the United States and Canada which use coal as fuel; that the United Mine Workers of America has already succeeded in "organizing" or "unionizing" the larger part of the coal fields in the United States and the arbitrary use that organization makes of its power was demonstrated in the great coal strike effective November 1st, 1919; that the remaining "non-union" coal fields in the United States, among which is the Thacker or Williamson field, alone remain between the United Mine Workers of America and the accomplishment of its unlawful and sinister purpose of monopolizing the coal mines, labor and production of all coal in the United States and Canada, and through that means the control of all industries using coal as fuel.

(4) That the objects and aims of the United Mine Workers of America appear from its constitution and by-laws and the oath which its members are required to take; that the constitution and by-laws provide:

"First—To unite in one organization, regardless of creed, color or nationality all workmen eligible for membership employed in or around coal mines, coal washers and coke ovens in the American continent;

"Second—To increase the wages and improve the conditions of employment of our members by legislation, conciliation and joint agreements or strikes \* \* \*



“Eighth—To increase by legislative enactment laws protecting the limbs and lives of our members; establishing their rights to organize, prohibiting the use of deception to secure strike breakers; preventing the employment of privately armed guards during labor disputes and such other legislation as will be beneficial to the members of our craft.

### “ARTICLE III.

“1. All districts, sub-districts and local unions must be chartered by and shall be under the jurisdiction of, and subject to the laws and rulings of the International Union.

“2. In all questions of dispute, appeals and grievances affecting their members (unless restricted by joint agreement) the decision of the International Executive Board shall be final and binding until reversed by the International convention \* \* \*

### “ARTICLE VI.

“Sec. 3. If, in the judgment of the officers of the International District or sub-district union, any local union has taken any action opposed to the interest of the United Mine Workers or the International Union or the District or Sub-district union having jurisdiction over the local union, they shall have the right to reverse the action of the local union.”

The oath which its members are required to take is as follows:

“I do sincerely promise, of my own free will, to abide by the laws of this Union; to bear true allegiance to, and keep inviolate, the principles of the United Mine Workers of America; never to discriminate against a fellow workman on account of creed, color or nationality; to defend

freedom of thought, whether expressed by tongue or pen; to defend on all occasions, and to the extent of my ability, the members of our organization.

“That I will not reveal to any employer or boss the name of any one member of our Union; that I will assist all members of our organization to obtain the highest wages possible for their work; that I will not accept a brother’s job who is idle for advancing the interests of the union, or asking a better remuneration for his labor; and as the Mine Workers of the entire country are competitors in the labor world, I promise to cease work at any time I am called upon by the organization to do so.

“And I further promise to help and assist all brothers in adversity, and to have all mine workers join our union, that we may all be able to enjoy the fruits of our labor; that I will never knowingly wrong a brother, or see him wronged, if I can prevent it.

“To all this I pledge my honor to observe and keep as long as life remains, or until I am absolved by the United Mine Workers of America.”

(5) That prior to the entering into of said conspiracy the officials of the said United Mine Workers of America had no way of compelling persons engaged in work in and around the mines of said States of Ohio, Indiana, Illinois and Western Pennsylvania, or elsewhere, to become members of the organization, nor were they able to compel the unionizing of all of the mine workers in said states composing said “Central Competitive Field,” but when said unlawful conspiracy was entered into, said United Mine Workers of America were able, for the first time in the United States, to establish and maintain in the coal mines of those states what is known as the “closed shop,” because the agreements entered into between that organization and the coal operators of said



“Central Competitive Field,” as interpreted and enforced by said organization, denies to all persons not members of that organization the right to work or secure employment in and about the mines in said “Central Competitive Field,” thereby compelling all persons desiring to engage in the work of mining coal to join said organization or to abandon that occupation, and the coal operators no longer have a right to voluntarily contract with, and choose, their employees, by employing men not members of that organization.

(6) That the terms of said conspiracy and the efforts to carry the same into effect became the subject of discussion between the representatives of the United Mine Workers of America and the Coal Operators of said “Central Competitive Field” at various joint conferences held between them in the years following 1898, as will appear from the following extracts taken from the official records of the United Mine Workers of America.

At the Joint Conference held between said operators and said officials of the United Mine Workers, held in the City of Pittsburgh, Pennsylvania, January 17-24, 1899, the following statements were made:

Mr. Mitchell, President of the National Association of the United Mine Workers of America, said:

“I know of no breach of faith of the miners since the last convention adjourned, in West Virginia; it is true that our organization has not made as much progress as we might desire, but I want to say to the operators that an effort has been made during the past year to curtail the production of West Virginia coal by attempting to prevent its sale on the market.”

Further, in reply to Mr. Robbins, Mr. Mitchell denied the proposition that there were no more than three hundred and fifty members in the Miners' Union in West Virginia.



Mr. G. N. Trear, of Illinois, speaking for the operators in the Joint Conference, said:

"The West Virginia coal, gentlemen, is really the whole question, and is the key to everything that must be considered by this convention. It affects the states unequally, it is true, but it affects them all. West Virginia coal goes by lake to the Northwest and meets us there; and it is increasing in the markets into which we go, and have gone, every day in the week, every week in the month and every month in the year. The next President of the Miners' organization has asked us to accept his statement that, through a boycott of the West Virginia coal, they have made, or are making, some progress toward the correction of that condition. Gentlemen, I live in Chicago, where the West Virginia coal reaches us by lake and by rail. It has not been more than one or two years since we were accustomed to seeing long lines of loaded wagons with "Indiana Block Coal," "Hocking" or "Jackson" coal or "Southern Coal" passing through our streets to the dwellings which use coal for fuel. Within the last year these wagons are carrying signs of the West Virginia coal—"Pocahontas," "New River Smokeless," and all the other smokeless coals that are mined in the mountains of West Virginia; and today you will see three or four, or more than four, wagons of West Virginia coal to every one of Ohio, Indiana, and Illinois put together on the streets of Chicago."

Mr. Ratchford, whose office of President of the Mine Workers' organization had just expired, said:

"Mr. Chairman, in our agreement of one year ago we PROMISED TO THE OPERATORS WHO MET WITH US THAT WE WOULD AFFORD THEM ALL POSSIBLE PROTECTION AGAINST THE COMPETITION OF UNORGANIZED FIELDS. From the remarks of some of the delegates today and yesterday, I take it that the operators are of the opinion that



such protection was not given, and, in fact, that no effort was made to give it. To disapprove those assertions I can give you no better illustration than this: That when we met you one year ago we had five states represented; when we meet you today we have thirteen represented.

“Furthermore, a great deal of importance has been attached to the condition of West Virginia. I want to make a proposition here—that the interest of the West Virginia miners, BY REASON OF THE EFFORTS OF OUR ORGANIZATION, HAVE BEEN HAMPERED AND INJURED MORE WITHIN THE PAST YEAR THAN IN ANY YEAR SINCE THEY HAVE BEEN OPERATING IN THE STATE OF WEST VIRGINIA. It is true, gentlemen, that we did not follow the old line of trying to organize the miners during the summer, for the reason that we saw it was useless expenditure, and, in fact, a waste of money.”

Mr. L. H. Chapman, Operator from Ohio, said:

“What were the conditions last year when we were entering into the agreement at Chicago, and what were the inducements that led the operators of the four competitive states to enter into that agreement? What promises and pledges were made on behalf of you, gentlemen, who are on my right and your representatives? It was as much a part of that agreement that was made at Chicago, although not incorporated in the writing instrument that was signed, as was any part of the agreement that was signed, that during the year covered by that agreement, the Competitive Field in West Virginia was to be brought up in price and down in hours of labor, or that, at the expiration of that agreement, the competitive fields of those four states were to be put upon a competitive basis with that field. When it was suggested in the convention that that should be incorporated into the agreement, the representatives of the Miners said that would

hamper them and would prevent their accomplishing the purposes which they desired to accomplish. For that reason, it was left out, and as I understand, and understood, the matter at that time.

Gentlemen, Mr. Robbins, of Pennsylvania, yesterday stated the condition of the West Virginia fields, so far as the organization was concerned, at the time this agreement was entered into at Chicago. He stated, also, the condition that existed at the close of the year 1898. Is that condition of things promising for the Operators and the Miners of the other competitive fields for the future? My friends, West Virginia has grown now to be the third coal producing state of this Union. One year more, at the ratio that she has increased for the past year, will make her second in the production of bituminous coal. Two or three years more will make her pass the great Keystone State of Pennsylvania, at the rate of increase she has shown within the past two years.

"In confirmation of what I have stated, and what Mr. Robbins stated yesterday, I hold a clipping here, which I will not read, made from the report of the Miners' organization. I also hold in my hand the report of the Secretary of the Miners' organization. My friends, from the pledges and promises that were made to the four competitive states in the City of Chicago last year, I look over this report of the expenditures of the Miners' Organization, and I find that the representative in the West Virginia field, who did the work there, out of a total expenditure by the Miners' organization of \$33,000.00 that Mr. Stephenson, who is the representative of the Miners there, only received \$562.75, with the results that I have given.

We claim that the Miners have not carried out that part of the agreement made last year.

That, gentlemen, is what we ask here. In the scale that we have presented to you, which has been read here today, we simply ask you to



fulfill your pledges and promises; that you will work in the competitive field, which has been your friend in times past, and hopes to be your friend in the future, UNTIL YOUR ORGANIZATION SHALL GOVERN EVERY COAL PRODUCING STATE IN THE REPUBLIC.

Fellow miners of the four states, West Virginia is taking the labor today that you are entitled to, or a portion of it; they are working ten to twelve hours per day, and they are getting all they can do, and they have been; while the mines in my State (Ohio) during a large part of the summer have worked only one day, or one and one-half days per week."

To the above statement of Mr. Chapman, Mr. Ratchford replied:

"In another statement Mr. Chapman made, he says:

'that of the vast amount of money spent by the Miners' organization last year, but \$500.00 of it, or a little more, was spent in West Virginia.'

"Gentlemen, this is not correct. The money referred to by our friend, I believe, has been given to the President of that State, but it shows nothing of the money that Mr. Mitchell received for working in that State, Mr. Dilcher and other men."

Again Mr. Robbins, of Pennsylvania, in the course of his remarks, said:

"Are we going to permit to be lost to us that market and that business that is ours? I say ours! It belongs to the Miners and their families of the four States; and I tell you that that is the only way that this thing of a joint agreement is going to be maintained. We have got to mine upon that basis, and work together upon that basis, if we ever expect to continue the making of agreements for wage scales for these four States."

Mr. J. B. Serbe, Ohio Operator, stated:

"Mr. Chairman, I will state my question of privilege. In reply to Mr. Chapman, Mr. Ratchford made a statement that the Miners were under no obligation other than that expressed in the agreement. And therefore, as a question of privilege, I desire to quote from the original report from the Scale Committee in the City of Chicago on the 18th day of January, 1898:

"By Mr. Ratchford:

"I am in favor of an eight-hour day, as a means of restricting production, rather than a suspension of work. We cannot allow Pittsburgh, Ohio, Indiana and Illinois mines to be idle and ALLOW West Virginia miners to supply your trade during periods of depression. A recognition of the eight-hour day by the operators will bring a guarantee upon the part of the Miners to BRING THE SAME CONDITIONS TO THE MINES OF WEST VIRGINIA. And this we would agree to do.

This is the proposition, and I say to you officials, and I say to you, gentlemen, that WE HOLD YOU TO THAT RESPONSIBILITY. And failing in having delivered to us that guarantee, I say it doesn't sound well for you to come and ask for additional conditions from us in any direction whatever. Don't attempt to foist upon us any further conditions than those that now exist in West Virginia. I say to you, gentlemen, without wishing to criticise any officer in your order, or any one of you, that you have put yourselves under obligations as to West Virginia, and by that agreement of 1898, and that guarantee, we submit that we are entitled to the same. \*

\* \* You will do just what you agreed to do in your contract with us, before you impose any new conditions upon us. It is not that we will not be willing to grant to you many things to better your condition; but it is simply because we are not going to be put under any more duress, under any circumstances whatever, unless you redeem your pledges and bring those people up to us."



At another of said Joint Conferences held in the City of Cincinnati in 1910, Mr. Maurer, coal operator from Ohio, said:

"The chief evil was the fact that districts which did not recognize United Mine Workers and had no agreement with them, produced coal much more cheaply than those districts which sustained contractual relations with that organization."

"In order to correct these most harmful conditions, a joint convention of operators and miners of Western Pennsylvania, Ohio, Indiana and Illinois, at the solicitation of the miners' officials, was called to meet at Chicago, 1898. At this convention an interstate joint agreement was established. The granting of the eight hour day by the operators, after making these numerous other important concessions, was with the distinct understanding and explicit promise of the miners to give to the operators of the four contracting states adequate protection against the competition of the unorganized fields. From year to year they have been called upon to fulfill that promise. The operators, parties to that agreement, at the time of its execution, felt that it was absolutely necessary to the safety of their investments that they be protected from the encroachments upon them by the competition of the unorganized fields. \* \* \*

"It is evident to any candid observer that such unfair conditions should not be imposed upon the operators and miners of the unionized territory. That the interests of operators and miners are mutual in every respect does not admit of controversy. Each is equally concerned in rescuing this business from its present peril.

"Finally we ask for the fulfillment of the pledge of 1898, upon which we made to the miners so many important and costly concessions. Though that promise has not been kept, we have continued for twelve years to make additional concessions by increasing the mining price

from sixty-six cents agreed upon at that time to ninety cents, and in other respects conceding demands without any compensating concessions upon the part of the miners, until we now find ourselves at the limit of financial safety. The operators can make no further concessions. It is now, in our view, not only to the interest of the miners, but their duty as well, to do their share to meet these conditions.

"It has been set forth as the controlling reason for an increased price for mining that the cost of living has increased during the past few years. Is it now fair, equitable or reasonable to believe that by making conditions in all competing districts equal, the districts which are parties to this agreement will benefit by a larger number of days' employment, and thus the earning capacity of the miners of our district be largely increased?

We believe this to be a true statement of facts, and therefore call upon you to relieve us as well as yourselves from the unfortunate situation in which we now find ourselves, due to the failure of the miners' organization to keep the faith pledged at Chicago in 1898.

We therefore insist that your organization place the districts parties to this agreement on the same relative basis as the unorganized districts with which we are compelled to compete."

Mr. Green, an official of the United Mine Workers' organization, replied thereto, as follows:

"Our friend, Mr. Maurer, in the well prepared statement he has submitted to this convention, referred to an obligation he claims was assumed by the United Mine Workers of America in the meeting at Chicago, in 1898; Mr. Chairman and gentlemen, we agreed that to a certain extent that was right; but I do not believe it was ever understood that one party to this contract was obligated exclusively to carry out that promise. I believe it was intended to be a mutual



understanding that both sides would co-operate in trying to organize West Virginia and other non-union districts, in order to extend this businesslike basis of adjusting our differences to those fields.

Let me point to the fact that the United Mine Workers of America have diligently and aggressively attempted to carry out the promise made in Chicago in 1898; that they have done everything in their power to redeem any promise they may have made to organize West Virginia. Since 1898 our organization has at various times spent hundreds of thousands of dollars trying to unionize West Virginia. We have also sacrificed human life in the attempt to redeem that promise. In view of the fact that we have spent hundreds of thousands of dollars and that our organizers, our members who have gone there as missionaries in an attempt to redeem that promise, have sacrificed their lives and their liberties, we should be given credit for what we have done.

“I want to ask the operators how much money they have spent and what they have done to aid us to organize West Virginia.”

At another such Joint Conference held at Cleveland, Ohio, in the year 1912, Mr. Chapman, Ohio Operator said:

“When we met at Chicago in 1898, and re-established the interstate movement, the competition from non-union fields was the element, gentlemen, that entered into negotiations in the adoption of the scale that was made there. It was agreed to by both sides, and the question also of the ability of the miner to earn a fair day's wage for the labor he performed entered into it. At that time the miners were receiving 56 cents per ton for producing coal. I made motions in that convention that increased the day wage scale.

It was understood in that convention, although it was not placed in the agreement, **THAT THE MINERS OF THE COMPETITIVE FIELD**

OF THE FOUR STATES WERE TO BRING THE NON-UNION FIELDS UP TO THE PRICE PAID FOR MINING IN THOSE STATES, AND UNLESS THEY SECURED THE ADOPTION OF AN EIGHT HOUR DAY AT THE NEXT CONVENTION THE COMPETITIVE FIELD WAS TO BE RELIEVED OF THESE BURDENS. That was not in the agreement. Unfortunately, gentlemen, the proceedings of that convention were not published. If they were published it would be found that the President of the United Mine Workers and the gentlemen, who aided and assisted him in bringing about the results there agreed that they should be relieved.

\*\*\* and the question of the prices of coal and the competition that existed were the sole questions that entered into the discussion there. \*\*\*The state from which the keenest competition comes has increased its production 35 per cent. or 25 per cent annually, for the fourteen years; and Ohio, the state that is the mother of the organization, the state whose operators have ever been loyal to the organization, has increased barely ten per cent a year. This is the record of our state, while this one state (West Virginia) has increased annually for the fourteen years, taking the average 25 per cent, and more than double the output of Ohio coal. \* \* and if the non-union fields continue to increase as they have been doing, there will be no coal interests remaining in Ohio. In some districts of Ohio half the miners have left and gone to the non-union fields, and more are going. More are going."

At the same meeting the President of the United Mine Workers, Mr. White, said:

"We are as anxious to establish the organization in West Virginia fields and the other non-union fields as the gentlemen on the other side of the house are to have us do so. As has been pointed out times without number, West Virginia has no markets within the State, and if



it were thoroughly organized, of necessity it would have to find markets outside of the confines of its own commonwealth. Nature has favored the little mountain state with an inexhaustible vein of coal, of high quality and good mining conditions; but the operators there have been successful in defeating the aims and purposes of the United Mine Workers to a large extent, although no one can deny that under the various administrations of the organization every effort has been put forth to try to break down the conditions, competitive conditions, that are complained of here by the other side."

At the same meeting, Mr. Walker, a representative of the Mine Workers' organization, said:

"Our desire is that every man who works in a mine in this country shall become a member of our organization; and before you make progress that will have to come, before you gentlemen make the profit you wish, that will have to come. You should be as willing, you should be as anxious as we are, if not more so, to give at least sufficient of an increase in wages and sufficient improvement in conditions to make the strongest incentive possible under the circumstances to induce those men to come into our organization. And if that is done, instead of hiring guards to keep our organization from being established over there, you should do what you can to get the organization established. I know it will mean the giving up of a few dollars, there is no question about that."

Mr. Penna, another Operator, said:

"We are up against the proposition of competition and no matter how much we squirm or twist, the facts are there, they cannot be evaded, they cannot be pushed aside. To try to minimize those facts is a waste of time, they refuse to be minimized, as long as people will buy where they can buy cheapest, and sell where they can sell dearest, those facts will remain."

Mr. Maurer, said at this conference, speaking of the miners of Ohio:

“They are the people who have to meet with us the brunt of the competition from the non-union states. They know it is there, and I feel that they are willing, or should be willing, to give it every consideration. West Virginia competition is here. I want to repeat what I said some time ago in this meeting—when West Virginia gets a foothold she never lets go. Last year Ohio dropped back between four and five million tons in her production. Western Pennsylvania dropped back in her production. Did West Virginia drop back in her production? Did she meet this falling off in demands? If she did, gentlemen, she did it in the East; and the reports show that while she increased from four to five million tons in her production, her shipments east decreased two per cent and her shipments were increased seventeen per cent, showing conclusively that not the four or five million tons Ohio lost only, not what Pennsylvania lost only, but added to that the whole increase went into our markets. The four millions of coal that West Virginia took from Ohio last year means a loss of \$2,000,000 to the miners. I say again, the increase you got in Cincinnati benefitted you none. Here is the record. West Virginia increased her tonnage ten million tons in 1910. In 1911 Ohio lost four million tons, and West Virginia's tonnage went up five millions. Nineteen per cent of that increase went west into your markets and into ours. Now it has been charged by the other side of the house that we are responsible for the conditions in West Virginia today. In 1898, when we started this movement, the competition from West Virginia was 600,000 tons.

Let organized labor announce to capital, to Wall Street, if you please, to the great railroad corporations the operators of Ohio and Pennsylvania have commenced to fight—that they are independent, that they are not controlled by the railroads or anybody else—We



are going to stand with them shoulder to shoulder, and every time you invest a dollar in non-union states we are going to help wrest it away from you, we will help through the government, we will help our operators through our votes.' When you commence that policy you will commence to make that long productive line in West Virginia that has been growing, crumble and shrivel away.

I don't like to hear men on that side of the house say 'We are ready to strike for our rights.' I want you to say, 'We are ready to strike for OUR rights,' and include this side of the house. We are doing our duty, we are fighting to prevent West Virginia increasing her tonnage; and if you treat some of your operators in this field with the consideration they are entitled to, you might get those same operators to treat you with the same consideration when you come over to West Virginia."

M. Penna, an Operator at that meeting, said:  
215).

"It does not matter how much we want to reach the time when this vicious competition can be regulated, if not destroyed; that time is not yet here and we are up today against unbridled competition as far as that is concerned. \*\*\*We are up against this competition, there is no use trying to get away from it. In your non-union fields your men worked ten hours a day as a minimum and the maximum is unmentioned—anywhere from that to twenty-five. For ten hours the day men get \$1.50, and if they work twelve or fourteen hours a day they may get a little more. I don't know whether they do or not. The coal is weighed or measured, and our experience has usually been that when coal is measured in coal cars those cars seldom get any smaller. And you say you cannot organize those people and their product goes in direct competition with ours. One reason you cannot organize them is because they have certain methods to which they resort to prevent organization.

And I wish to say that were I an operator and had it in my power I would resort to any method to keep any trades union out of the mines, rather than submit to the galling meddlesomeness such as we have had displayed here on the floor today on the part of Illinois \* \* \*

It is the fear on the part of those people of the effects of trades unionism as seen in places in this Central Competitive Field that prevents your union getting a foothold in those non-union districts. They are afraid of it, and properly so.

Organize those Virginians and organize the Kentuckians, organize Central Pennsylvania and then move up together. Level up and then move, but don't keep moving the highest."

Mr. McDonald, official of the Mine Workers' organization, said:

"We have had thousands of men go to the penitentiary for trying to establish our organization in West Virginia and other non-union fields and not only have they gone to the penitentiary, but they have been beaten up and slaughtered. We have had men go to jail. The penitentiary doors have no terrors for us as far as that is concerned. And if putting two or three hundred of our men in jail will organize West Virginia, we will send two or three hundred down. THE CHANCES ARE WE WILL HAVE TO GET BUSY WITH THAT SITUATION SHORTLY."

Mr. Field, an Operator, speaking of West Virginia, said:

"We have lost business last year because we could not meet competitive conditions."

Mr. Maurer, an Operator of Ohio, said:

"By accepting your proposition we would still give them (W. Va.) more opportunities and more inspiration, if you please, to go out and take the little bit of trade that some of us now have left. \* \* \*



If you get them (the miners' demands) you will give the West Virginia miners and operators a chance to still further develop West Virginia \* \* \*

When you go back over ten years and see the vast inroads of West Virginia coal in the markets belonging to you and to us, because of our geographical position, can you tell us how we are going to prevent it on this side? We cannot say to the operators of West Virginia, 'Get more for your coal,' because they are forcing their coal into our markets, and every ton of our coal that is displaced is displaced by a ton of West Virginia coal. West Virginia is growing, and in order to grow she must drive you and me out of business or she can grow no more. And the same is true of Kentucky. There is only so much demand for coal; and while year after year the great demand is increasing and the product is increasing, yet West Virginia and Kentucky are growing and growing, and doubling their output, while we are barely crawling along, and we are getting no benefit from that increase, and never can get any benefit from it until we stop this competition.

There may be competition among ourselves, and there is bound to be competition as long as our markets are being taken from us day after day and day after day, by the products of these non-union states, and the operators are absolutely and unconditionally helpless. If we get any relief it must be the relief that we can work out between us. And you will unionize West Virginia when you put them down to the point where they will have to become union men. You will never unionize them as long as you increase your wages and as long as you are willing to work for one hundred days a year and let them work three hundred days a year. No, you can never unionize West Virginia on that basis, because they don't want to be unionized. You have got to meet that situation, you cannot get away from it. The markets on the Great Lakes are being taken day after day by the product of

West Virginia. Why, men in Eastern Ohio owning docks on Lake Michigan have not been able to put a pound of coal on them this year. Why? Because West Virginia coal has been put on the docks of Lake Michigan at \$1.70 and \$1.80 f. o. b. You cannot meet that condition. The operators cannot meet that condition. The only way it can be met is by JOINT ACTION BETWEEN THE EMPLOYER AND EMPLOYEE TO PROTECT THEIR INDUSTRY. It is your business and our business.

If there is any virtue in the joint movement at all it should be, 'this is our business and we are going to work together trying to benefit and help both sides.' This should be a partnership, if you please, a little co-partnership."

Mr. Penna, says:

"The arguments indulged in here with reference to West Virginia—and I have heard that ever since I have known anything about mining coal in the United States. It has been the same old song always, the same old continuous cry that the miners cannot advance farther in this competitive district with West Virginia where it is. It has lost none of its force by age. It is as forcible, or more so, today than it ever was, and the Mine Workers' Union has always recognized that force. No matter what may be said here in this meeting, the history of the past, the work that has been put in West Virginia, the money that has been spent there and the continuous attempts on the part of the Mine Workers' Union—with more or less zeal—is evidence of the fact that the Mine Workers' Union recognizes that West Virginia is a drag on this competitive district.

I can understand why the employers in West Virginia do not want their men organized; and one of the chief reasons is because they see and know from public and private sources how the employers are treated in localities where the union is strong. And they properly conclude



that it is cheaper by any method which they may see fit to adopt, by all the methods which they see fit to adopt, it is cheaper to adopt these methods and pay the bills than it is to submit to the unionizing of their properties. They are properly afraid of what might be the consequences. They will read the reports of this meeting. They have of other meetings just like it. They see where we have talked of a desire to unionize West Virginia, for only one purpose, namely, to exclude them from the markets in order that we may replace their products with ours. And hence they lay back and conclude, 'We are going to take no chances. We have those markets and we are going to maintain them as long as we can, and encroach as much farther as we may.'"

Mr. McDonald, of the Mine Workers' organization, said:

"There is only one way I see—and I don't know that it is possible to bring it about—and that is to in some way eliminate the cut-throat competition between the operators in the different states and sections of states. If that were done you could afford to grant the miners a good substantial increase."

Mr. T. L. Lewis, of the Mine Workers' organization, said:

"The argument made against the advance (in wages) on account of competition from West Virginia is not a new one. The burden of the responsibility for failure to organize West Virginia and Kentucky is placed upon us by the operators. I made the broad statement that the operators are just as much responsible for this condition that exists in West Virginia and Kentucky as the miners are.

The operators of West Virginia are impressed with the idea that the purpose of this movement is to organize the miners of West Virginia to keep the operators out of the market,

or to readjust the freight rate differential in order to make it impossible for them to get into the market. That is the one side. The other side of the proposition is that our own people—and when I say our own people, I mean the miners—insist that we must organize West Virginia in order to protect the Central Competitive Field. And you fix in the minds of the non-union operators that the entire purpose of this interstate movement is to monopolize the business north of the Ohio River and keep the fellows on the south down there where they belong.”

Plaintiff further alleges that the contract entered into in Chicago on the 28th day of January, 1898, hereinafter referred to, is as follows:

Chicago, January 28.

Contract between the operators of the Central Competitive Field and the United Mine Workers of America.

The following agreement, made and entered into in joint interstate convention in this city (Chicago, Ill.,) January 26, 1898, by and between the operators and miners of Illinois, Indiana, Ohio, and Western Pennsylvania, known as the Pittsburgh thin-vein district, witnesseth:

First. That an equal price for mining screened lump coal shall hereafter form a base in all the districts above named excepting the State of Illinois and the block-coal district of Indiana to pay 10 cents per ton over that of Hocking Valley, Western Pennsylvania, and Indiana bituminous district; and that the price of pick run-of-mine coal in Hocking Valley and Western Pennsylvania shall be determined by the actual percentage of screenings passing through such screen as is hereinafter provided, it being understood and agreed that screened or run-of-mine coal may be mined and paid for on the above basis at the option of the operators, according to market requirements, and the oper-



ators of Indiana bituminous shall also have like option of mining and paying for run-of-mine and screened coal.

Second. That the screen hereby adopted for the State of Ohio, Western Pennsylvania, and the bituminous district of Indiana, shall be uniform in size, 6 feet wide by 12 feet long, built of flat or Akron-shaped bars of not less than five-eighths of an inch surface, with  $1\frac{1}{4}$  inches between bars, free from obstruction, and that such screen shall rest upon a sufficient number of bearings to hold the bars in proper position.

Third. That the block-coal district of Indiana may continue the use of the diamond screens of present size and pattern with the privilege of run-of-mine coal, the mining price of which shall be determined by the actual screenings; and that the State of Illinois shall be absolutely upon a run-of-mine system and shall be paid for on that basis.

Fourth. That an advance of 10 cents per ton of 2,000 pounds for pick mined screened coal shall take effect in Western Pennsylvania, Hocking Valley and the Indiana bituminous district of Indiana on April 1, 1898; and that Grape Creek, Illinois, and the bituminous district of Indiana shall pay 40 cents per ton run-of-mine coal from and after same date, based upon 66 cents per ton screened coal in Ohio, Western Pennsylvania, and the Indiana bituminous district, the same to continue in force until the expiration of this contract.

Fifth. That on and after April 1, 1898, the eight-hour work day with eight hours pay, consisting of six days per week, shall be in effect in all of the districts represented, and that uniform wages for day labor shall be paid the different classes of labor in the fields named, and that the internal differences in any of the States or districts, both as to prices or conditions, shall be referred to the State or districts affected for adjustment.

Sixth. That the same relative prices and conditions between machine and pick mining that have existed in the different States shall be continued during the life of this contract.

Seventh. That present prices for pick and machine mining and all classes of day labor shall be maintained in the competitive States and districts until April 1, 1898.

Eighth. That the United Mine Workers' organization, a party to this contract, do hereby further agree to afford all possible protection to the trade and to the other parties hereto against any unfair competition resulting from the failure to maintain scale rates.

Ninth. That this contract shall remain in full force and effect from April 1, 1898, to April 1, 1899, and that our next annual interstate convention shall convene in the City of Pittsburgh on the third Tuesday of January, 1899.

Adopted.

#### ILLINOIS.

In behalf of operators: In behalf of miners:

J. H. Garaghty,  
E. T. Bent.

J. M. Hunter,  
W. D. Ryan.

#### INDIANA BITUMINOUS.

Walter S. Bogle.

W. G. Knight,  
J. H. Kennedy.

#### INDIANA BLOCK

C. B. Niblock.

J. E. Evans

#### OHIO.

W. E. Farms,  
T. L. Lewis.

#### PENNSYLVANIA

J. C. Dysart,  
F. M. Osborne,

Patrick Dolan,  
Edward McKay.

#### WEST VIRGINIA.

Henry Stephenson."



That the quotations hereinabove made and set out in this bill give the true interpretation of said contract as made by the parties at the time and thereafter.

Plaintiff further says that the said contract, so far as it obligates the United Mine Workers of America to afford all possible protection to the trade and to the other parties thereto, against any unfair competition resulting from the failure to maintain scale rates, has been a continuing agreement between the United Mine Workers of America and the operators of the "Central Competitive Field," from that day until the present, and is still in full force and effect, and in pursuance thereof the actions and conduct of the said defendant organization and J. L. Lewis, representing the United Mine Workers of America, have been done for the purpose and with the intent to perform said unlawful obligation on the part of the United Mine Workers of America, and the defendant companies have abetted, aided and assisted them in raising large sums of money intended to be, and which are expended by the said United Mine Workers of America, in forming, equipping and maintaining a large army of men to march into the non-union fields and especially the Thacker or Williamson field, and there to coerce non-union miners to join the union, by threats, menaces, murder and arson, or to cease entirely from the lawful occupation of mining coal.

That the allegations herein made, as to the continuance and object of the conspiracy above shown, entered into at Chicago in 1898, are true, is conclusively shown by the following official statement of the defendant, Fred Mooney, Secretary-Treasurer of said District No. 17, published in the United Mine Workers' Journal of December 1st, 1920:

"The struggle now going on in Mingo County is not a feud and any insinuation by Mr. Clarke to that effect is convincing proof to any one in

possession of the facts, that he neither did not investigate for himself, or his information was biased.

“For the struggle in Mingo County, is an economic one—in fact it is the continuance of a struggle begun in West Virginia some twenty-three years ago and extending throughout this period.”

(7) That, as hereinbefore stated, said United Mine Workers of America was apparently originally a trade union movement, but in the year 1912 it definitely abandoned the trade union movement and became revolutionary, treasonable and anarchistic in character; that its original constitution contained the following:

“Preamble: There is no truth more obvious than that without coal there could not have been such marvelous social and industrial progress as marks present day civilization.

Believing that those whose lot it is to toil within the earth's recesses, surrounded by peculiar dangers and deprived of sunlight and pure air, producing the commodity which makes possible the world's progress, are entitled to protection and an **EQUITABLE SHARE OF THE FRUITS OF THEIR LABOR**, we have formed the United Mine Workers of America for the purpose of establishing, by lawful means, the principles embraced in the body of this constitution.”

That at the convention held in 1912 this original constitution was amended so as to read, as it now reads, as follows:

“There is no truth more obvious than that without coal there could not have been such marvelous social and industrial progress as marks the present day civilization.

Believing that those whose lot it is to toil within the earth's recesses, surrounded by peculiar dangers and deprived of sunlight and pure air,



producing the commodity which makes possible the world's progress, are entitled to protection and the FULL SOCIAL VALUE OF THEIR PRODUCT, we have formed the 'United Mine Workers of America' for the purpose of establishing by lawful means the principles embraced in the body of this constitution."

That in discussing the proposed amendment, above set out, which was adopted, Delegate Finney, said:

"The full <sup>Social</sup> value of our toil would mean, to my mind, that the man who employs us will receive no compensation for the money he has invested."

This interpretation of said amendment was understood and agreed to by said convention and now expresses the policy and objects of said organization.

(8). That from the records of the meetings and conventions of the United Mine Workers of America, its policies, methods, practices and acts, it is clear that such organization is fundamentally illegal and unlawful, **per se** in that:

First: It unlawfully seeks to monopolize all of the labor in the United States and Canada engaged in the work of mining coal, and that by means unlawfully seeks to control the production and price of all coal, thereby controlling all of the industries of the United States which use coal as a fuel, and its objects are unlawful under the constitution and statutes of the United States against monopolies;

Second: It unlawfully seeks to deprive owners of coal mines and coal mining properties of their property without due process of law, and to appropriate the same to its own use, or to the uses of its members, contrary to the statutes and Constitution of the United States of America;



Third: It is the object and aim of that organization to exclude and drive out of interstate trade and commerce, and the markets generally, and to restrain and prevent all interstate trade and commerce in, all coal produced by so-called "non-union" or "unorganized" mines, by hampering, preventing and interfering with the production, loading and shipment of coal in interstate commerce, in any of the coal mining States by any so-called "unorganized" or "non-union" mines, by force, violence, threats, and open insurrection, so that it cannot be a subject or commodity of interstate trade and commerce and cannot enter into competition with the production of so-called "Union" or "organized" mines, and to monopolize the trade or occupation of mining coal for the members of the United Mine Workers of America in all parts of the United States, by preventing, by the means aforesaid, the employment of "non-union" men in any part of the United States at the trade or craft of mining coal, and this object has already been achieved by said association in most of the coal fields of the United States.

(9) That owing to the restrictions and unreasonable regulations which the United Mine Workers of America impose on all "union" or "organized" mines, and on account of the constant bickerings, disputes and strikes arising therefrom, resulting in the loss of time to employees and loss of production at the mines, the cost of production and the selling price of "union" coal is thereby unreasonably and unnecessarily enhanced, and it cannot successfully compete with the production of "non-union" mines, even where the "non-union" mines pay higher wages to their employees; that in addition to this, the coal mined by Plaintiff's said mine and in said Thacker or Williamson field generally, and in fact in all of the West Virginia coal fields along said Norfolk & Western Railroad, is mined under many natural mining advantages as compared with the coal mined in the said "union" fields of Illinois, Indiana, Ohio and Western Pennsylvania, which reduces the cost of production.



(10) That it was by reason of this lower cost of production, due to the reasons hereinbefore set out, of West Virginia coal, that said coal was able to supplant in a large measure coal produced in the "union" fields of said "Central Competitive Field" composed of Indiana, Illinois, Ohio and Western Pennsylvania, and this was the moving cause for the operators of the said "Central Competitive Field" to enter into the unlawful conspiracy above mentioned, and said United Mine Workers of America agreed to so increase the cost of production in West Virginia by organizing the mines in that State as to remove the advantage the operators of West Virginia then had over said "Central Competitive Field".

(11) That ever since 1898, when said conspiracy was entered into, the parties thereto energetically sought and endeavored to bring about the objects and results for which said combination and conspiracy was formed, and in furtherance thereof the United Mine Workers of America in its efforts to organize and unionize the coal fields of West Virginia has used every form of threat, intimidation, violence, murder, insurrection and destruction of property; that it no longer relies upon peaceful persuasion or other lawful means to increase its membership but seeks to impose its will, and does impose its will, through threats, intimidations, violence, murder, insurrection, and the destruction of property, wherever it meets with any resistance on the part, either of coal operators, or of men employed by coal operators.

(12). That the policy of force, intimidation, violence, murder, insurrection and destruction of property adopted by the United Mine Workers of America is clearly shown by the activities of that association since the changing of its constitution in 1912, above set out; that within two weeks after that 1912 conference adjourned, the United Mine Workers in the unionized fields on the north side of Kanawha River, opposite Paint and Cabin Creeks, began to purchase long range, high power army rifles, with the



knowledge, approval and consent of the officials of the International organization and of District 17, United Mine Workers of America, and under the direction, and at the suggestion and instigation, of said officials of said organization within a short time they had accumulated more than one thousand such guns; that at this time the United Mine Workers of America was engaged in the effort to organize the miners on Cabin and Paint Creeks, and before a strike was called on Cabin and Paint Creeks, by the United Mine Workers of America, the guns above mentioned had been secured by the members of that organization in the "union" district north of Kanawha river; that after said guns had been procured and the miners armed with them, a strike was declared by the United Mine Workers of America in the Cabin and Paint Creek districts, and thereupon the members of said organization residing on the north side of Kanawha River, opposite to said Paint and Cabin Creeks, armed as above set out, invaded said Paint Creek and Cabin Creek territory on numerous occasions, killed a number of persons residing in said territory and terrorized those in the entire district; that at the time of said invasion the said officials of the United Mine Workers of America, and the members participating therein gave as an excuse for said armed invasion that their action was prompted by the fact that the coal operators in said Cabin and Paint Creek districts had in their employ, for the purpose of keeping out union officials, organizers and agitators, coal company or mine guards, and that these guards were preventing, by force, violence and intimidation, the unionizing of said coal districts; while as a matter of fact at that time, as was well known to said officials of the United Mine Workers of America, there was not a single guard at any one of the mines on Paint Creek and only four for the whole of Cabin Creek and they were commissioned and acting as deputy sheriffs engaged only as officers of the law, endeavoring to maintain peace and order in said Cabin Creek district; that the real purpose of



the United Mine Workers of America in arming, or permitting its members so to arm themselves outside of Paint Creek and Cabin Creek districts, and thereupon to invade said districts was to terrorize and intimidate the employees of the coal operators of said districts and to prevent by unlawful means the miners from working in and about the mines of said districts and to force and coerce the miners of said districts to become members of said union, and to prevent the coal operators in said districts from carrying on their lawful, legitimate, business and to prevent them employing or having in their employ "non-union" miners, and to compel by this force and violence the employment of none other than "union" men in and about the mines in said districts; that, through different publications, said United Mine Workers published, or caused to be published all manner of false and misleading statements concerning conditions prevailing in said districts, which statements so published, greatly inflamed the minds of all persons working in the coal industry and entirely mis-informed and mis-led the public as to the real facts existing in said district, so that the employees of said coal companies were induced or compelled to cease their employment, and, by reason of the continued wrongful, illegal acts of the officials of the said United Mine Workers of America and its members, the said strike district soon reached the state of insurrection so that violence, murder and destruction of the coal companies' properties, such as destroying tipples, etc., became of almost daily occurrence, compelling the Governor of the State of West Virginia to declare Martial Law and to place said strike zone or district under martial law; that a large number of persons were tried in the military court established under martial law and sentenced to the penitentiary, and the mines in that district were closed for a long period of time; that the operators were unable to operate their mines resulting in a loss of vast sums of money to them and preventing them from producing and marketing their product in interstate

commerce and preventing them from carrying out and performing the contracts which they had theretofore made with their customers throughout the United States for the sale and delivery of coal to them; that, finally, because of wrongful and unlawful acts and policies of said United Mine Workers of America in the use of force, violence and intimidation, it prevented said coal operators in said districts from employing "non-union" miners or other persons not members of the United Mine Workers of America and prevented said operators from employing and dealing with their employees directly, and the said operators were compelled, against their wills and against their interests and against the interests of their employees, to deal with the officials of said United Mine Workers of America and contract with it before they could resume the operation of their properties; and this Plaintiff says that all of the wrongful acts, policies and practices of said United Mine Workers of America and its members above set out, were done in persuance, and in furtherance, of the conspiracy between said operators of the said "Central Competitive Field" and the officials of the International Mine Workers' Organization and its members as hereinbefore fully set forth.

(13) That for the same purpose and by the same unlawful means, acts and activities committed by the United Mine Workers of America in the Cabin Creek and Paint Creek Districts, that organization succeeded in organizing the New River district of West Virginia, after a serious strike had been ordered and declared by it, which continued for a period of many months, resulting also in the serious stopping of the production of coal and the transporting, shipping and marketing of same in interstate commerce; that the said United Mine Workers of America, by violence, intimidation, coercion and murder, by its members, caused the miners employed in said New River district to cease their employment and break their



contracts of service, and compelled them to remain idle during the progress of said strike and prevented the employment by the operators of "non-union" miners, so that finally the operators of the New River field were thus compelled, in order to prevent further irreparable injury to themselves and to preserve their business from total destruction, to recognize the United Mine Workers of America by making contracts with them, although these contracts were not voluntary on the part of said operators; that pursuing the same policies and activities and acting for the same purpose, the said United Mine Workers of America caused the organization of the miners in what is known as the Fairmont District of West Virginia, and caused the operators of the said last named district to enter into contractual relations with the said United Mine Workers organization; that after said organization had caused the employees of Kanawha, New River and Fairmont Districts of West Virginia—by means of the unlawful acts, policies and activities hereinafore described and set forth—and in furtherance of said conspiracy, to join said union, and after said union had, by virtue of said unlawful acts, policies and activities, organized the miners in the said districts, it compelled, through and by its officials, both International and of District No. 17, the operators in all of said districts to enter into, although not voluntarily on their part, a "closed shop" contract, which contract provides for the collection through and on the pay rolls of all the coal companies in said district of all dues and assessments levied and charged to or against members of said union, and by virtue of said last named contract and because of the policies of said miners organization, and pursuant thereto, no one except members of the United Mine Workers of America has been permitted to work in and about the mines of said districts, and the operators have been denied the right to enter into voluntary contract with their employees for service, and the "non-union miners or other persons engaged in working in and around the mines



have been denied employment and have been prevented from exercising the rights or liberty of action as American citizens guaranteed in the Constitution of the United States and the laws made in pursuance thereof with, reference to the right or liberty of contract or to voluntarily contract for themselves; that as a result of the unlawful means employed, the unlawful acts and activities of the United Mine Workers of America hereinbefore fully set forth, the membership of said union in West Virginia is now about fifty-three thousand (53,000), or 60% of all the miners and mine labor engaged in mine work or employed in and about the coal mines of the State of West Virginia, and to that extent the said mine workers' organization arbitrarily, autocratically and unreasonably controls said mining industry in the State of West Virginia as to the amount of coal produced, the wages paid and the conditions of employment of the mine labor of said districts, and by virtue of said control, has, for a number of years, arbitrarily, artificially and unreasonably fixed the price of all labor and the conditions of employment in said organized districts, by reason of which the competition of West Virginia coal with coals produced in the "Central Competitive Field" has been practically destroyed.

(14) That in a further effort to carry out the objects of said unlawful combination and conspiracy between the United Mine Workers of America and the operators of said "Central Competitive Field", the said United Mine Workers of America, under the supervision and control, and at the direction, of the officials of District 17, the United Mine Workers of America, to the number of about 5,000, in the Fall of 1919 armed themselves with high power rifles, shot guns, pistols and revolvers in the Kanawha, Cabin Creek and Paint Creek districts, at a time when there was no trouble, strike or labor controversy then existing between them and the operators of said districts, and declared their intention of invading Logan



County, a "non-union" field, and of compelling, by force of arms, violence and murder, the unionization of said Logan Field; that the distance between Kanawha, Paint and Cabin districts to the Logan field, where said non-union miners were employed, is about fifty (50) miles; that at that time there was no labor trouble existing in Logan County between the coal operators and the miners, but, on the contrary, their relations were of the most pleasant and happy character and were entirely satisfactory to all parties; that notwithstanding these conditions and in the face of the protest and entreaties of the Governor of West Virginia, said organized band of 5,000 miners proceeded in their attempt and began to march to Logan County and were only deterred from invading Logan County by the threatened approach of United States soldiers; that, notwithstanding this armed invasion, or threat of invasion, neither the National organization of the United Mine Workers of America nor the officials of District 17 in West Virginia, took any action to penalize or punish the members of that organization for such unlawful and war-like act, nor were any of the members participating in said invasion, or attempted invasion, expelled from the membership in the said union, but on the contrary the said unlawful acts were not only condoned, but were instigated, as Plaintiff is informed and believes and so charges, by the officials of said United Mine Workers of America.

(15) That still further pursuing said conspiracy and unlawful agreement, about May, 1920, in order to force the unionization of the miners in Mingo County, West Virginia and Pike County, Kentucky, and to compel all men engaged in that district, known as the Thacker or Williamson District, to join said United Mine Workers of America and to violate their contracts of employment with the Plaintiff and other operators in said counties, against their will and their previous policy of doing business, and with the intent to wantonly, wrongfully, maliciously, unlawfully and in violation of the laws of the



United States, especially what is known as the Sherman and Clayton Anti-Trust Acts, to injure the property and business of the Plaintiff and other operators in said field, by means of acts done which are forbidden and declared to be unlawful in said Acts of Congress and to control the mine labor of said field, and especially to deprive "non-union" miners in that field of the right to work under their own individual contracts and to subject them to the domination of the United Mine Workers of America, and to subject the same to the domination and control of persons other than the employers and employees in a manner onerous and distasteful to said employers and employees and to carry out said conspiracy by restraining and destroying the interstate trade and commerce of the Plaintiff and other operators of said County, and to prevent the transportation, sale and delivery of their coal to their customers and other persons in States other than West Virginia and Kentucky, and to prevent their customers, dealers and other persons in other states from buying the same, and to prevent Plaintiff and other operators in said field from obtaining the orders for their coal from said customers and filling the same, and to wholly prevent them from engaging in and carrying on said trade and commerce between them, the said United Mine Workers of America began to send union agitators and organizers into said "non-union" district known as the Thacker or Williamson coal field; that said organizers and agitators first began their work under the guise of political organizations or clubs which later became known as locals of the United Mine Workers of America; that at the time said agitators and organizers were first sent into said field there was not, nor had there been for 20 years, any labor trouble or controversy between the operators and miners employed in said district, nor was there any dispute existing between them over wages, conditions of employment or any other matter, and not only was there no dispute between employers and their employees, but



on the contrary their relations were entirely and highly satisfactory to both; that sometime after the date above mentioned, to-wit, May 1st, 1920, in pursuance of said conspiracy and purposes of said Union, the officials of said District 17 gave notice to the Plaintiff and the other operators of the said field that they desired to enter into, in behalf of the employees of said operators, contracts with the said operators, fixing the terms and conditions of employment of said employees and demanding full recognition of the Unite Mine Workers organization; that the Plaintiff and other operators in said field, knowing of the existence of said conspiracy above mentioned, and knowing the avowed and determined policy and purpose of said United Mine Workers of America to create a monopoly of all mine labor and to gain absolute and arbitrary control of the coal mining industry and coal property in the United States by the methods hereinbefore set out, and knowing that, should said organization unionize and organize said mines, the business of said operators would be irreparably injured and damaged, and knowing that such recognition of the union would make it impossible for them to compete with the coal produced in the "Central Competitive Field" and other organized sections where the organizations maintained "closed shop" and that their business of trade and commerce with their customers in other states would be hindered, obstructed and in fact destroyed, and the right of individual contract would also be destroyed, and that they would lose the protection and control of their business and make it subject to the autocratic and unreasonable domination and control of those not interested therein, refused to contract or to enter into any negotiations whatsoever, with said Union and notified the officials of said union that they intended to pursue their previous and existing policy of operating "non-union" mines by the employment of "non-union" labor, as they had the right to do under

the laws of the United States and the laws of West Virginia; that upon, and because of the refusal of the Plaintiff and the other operators in the said Thacker or Williamson field to enter into contractual relations with the said United Mine Workers of America, the officials of said District No. 17, acting through and by the direction and consent of the officials of the International organization on or about the first of July, 1920, wrongfully and unlawfully, declared a strike in said Thacker or Williamson field and thereupon the members of said union immediately began to arm themselves and to commit murder and acts of violence, intimidation, to make threats and to do other unlawful acts and practices and by that means caused the concerted and simultaneous withdrawal of practically all the employees of the Plaintiff and other coal operators in said field, thereby preventing the operation of the mines in said field for a time and crippling said coal industry and preventing the marketing of coal in interstate trade and commerce, preventing the Plaintiff and other operators in said field from filling and performing large contracts for the transportation and sale of coal to their customers in other states, before that time contracted to be sold and delivered; that by reason of the wanton, wrongful, malicious, unlawful and felonious acts of the members of the said United Mine Workers of America, a state of disorder bordering on actual insurrection and war was brought about and the Governor of the State of West Virginia was, in order to preserve life and property, compelled to send the State constabulary of West Virginia into said district; that said Constabulary was not sufficiently strong to maintain peace and order and to prevent the violation of law on the part of said members of said union, and murder and violence on the part of said members of said mine workers organization continued to become so serious that the Governor of said State was compelled to call on two occasions in 1920, for Federal soldiers who were first sent to the said district on



August 29, 1920, to preserve order, life and property, where they remained for a considerable space of time, until the 4th day of November, 1920; and again on November 28, 1920, remaining until February 16, 1921; that at the time of said strike, so declared, there were employed about the coal mines of said district about two thousand five hundred (2,500) employees, nearly all of whom, by means of the unlawful acts aforesaid, for a time, ceased work; that a majority of said employees who thus remained away from work did so because of fear, caused by said unlawful acts of violence, and that as soon as the soldiers of the United States Army took charge of said district the former employees of said companies began to resume their former employment and within a short time thereafter there were working in the mines of said County more than Two Thousand, Six Hundred (2,600) men, all of whom before resuming work voluntarily agreed and contracted that they would not become members of, or belong to, said Mine Workers organization; that the number of men so employed steadily increased so that from the first day of January, 1921, to the present time said mines have been fully manned by said employees, working in full accord with the "non-union" policy of said companies; that notwithstanding these facts, well known to him and the other officials of the United Mine Workers of America, the defendant, John L. Lewis, President of said organization, has levied an assessment of One Dollar (\$1.00) per month upon each and every member of said organization in the United States and Canada for the purpose of carrying on said strike in Mingo County, and is now collecting said assessment and using the funds so collected for the purpose of maintaining said strike and to carry out the conspiracy hereinbefore mentioned, and to that end a large number of members of said organization, remaining in said field for the purpose aforesaid, have been armed by

said organization and will continue to carry out the unlawful purposes and conspiracy by wrongfully and unlawfully murdering, assaulting, interfering with and intimidating and intermeddling with, the employees of this Plaintiff and the other operators in said field, in order to compel them to strike and break their contracts of employment, and will again, unless enjoined by this Honorable Court from so doing, continue to levy assessments and spend money to arm said strikers and others brought in from other states to assist them and thus continue to inflict upon this Plaintiff and the other coal operators in said field irreparable injury and damage in curtailing their output of coal, increasing the cost of production and causing them to expend large sums of money in protecting their employees and their property; that this Plaintiff and the other coal operators in said field have already been caused enormous damage by said unlawful acts of said United Mine Workers of America in the destruction of property, loss of business and increased cost of production, and said loss will continue unless said United Mine Workers of America are enjoined from continuing said unlawful acts; that in order to carry out said unlawful conspiracy and to unionize and organize plaintiff's mine and the other mines in said district, and in order to gain absolute control and monopoly of mine labor and the production of coal in that district, and in the effort to take away from this Plaintiff and all of the other operators in said district the properties which they own, said United Mine Workers of America has already expended in said district an immense sum of money, amounting to at least Two Million, Five Hundred and Sixty-seven Thousand (\$2,567,000.00) Dollars, all of which money has been collected through dues and assessments imposed on its members by its officials and collected under and by virtue of the unlawful and illegal contracts it has entered into with the local operators in said union fields through and on the pay rolls of said companies by what is known as the "check-off".



(16) As is hereinbefore stated this Plaintiff and the other coal operators in the said coal fields, are under contract with their employees whereby it is mutually agreed that during the period of their employment said employees will not join or become affiliated with the said United Mine Workers of America and that during said period the employers will not employ any member of that organization, and it is these contracts which said United Mine Workers of America now seek, by the unlawful means hereinbefore set out, to have said employees break by becoming members of that organization.

(17) That on or about the———day of August, 1921, the members of said United Mine Workers of America, residing in Kanawha district and other organized fields in the State of West Virginia, at the command of defendant C. F. Keeney and Fred Mooney, President and Secretary-Treasurer of District 17 aforesaid, assembled at a point near Marmet in Kanawha County, West Virginia, to the number of from 8,000 to 10,000, for the avowed purpose of making an armed invasion of Mingo County, West Virginia, a distance of at least sixty (60) miles from Marmet, and they thereupon engaged in insurrection and open warfare against the State of West Virginia; that said armed band of members of the United Mine Workers of America marched from Marmet towards and into Logan County, fully armed and equipped with machine guns, high power rifles and guns and munitions of all kinds, for the purpose of engaging in said insurrection and warfare and, notwithstanding the entreaties and commands of the Governor of West Virginia and the proclamation of the President of the United States, continued said invasion and warfare until forced to desist by the arrival of soldiers of the United States Army, ordered there by the President of the United States to suppress this insurrection; that during said insurrection and warfare, said armed band of rebels and traitors committed all sorts of violence and outrages, including murder, theft, robbery and the commandeering of trains,

and actually succeeded in invading Logan County before they were stopped as aforesaid, and killed at least three of the lawfully constituted officers of the law engaged in the effort to repel said invasion.

(18) That, aside from and notwithstanding said explicit conspiracy, entered into in 1898, as aforesaid, the policies and practices of the said United Mine Workers of America in their endeavor to obtain a monopoly of mine labor and the absolute control of the production of coal and of all mine property in West Virginia, as hereinbefore set out, constitute a conspiracy against this Plaintiff and other coal operators of said Thacker or Williamson field to destroy their property or to deprive them of it by force and in that manner to do them an irreparable injury.

(19) That in order to carry on the vast scheme of unlawful and felonious acts of violence, murder, intimidation and destruction of property hereinbefore set out, it is necessary as shown by the enormous expenditure made by it in Mingo County, as above stated, for the United Mine Workers of America to collect from its membership enormous sums of money, and this it does by reason of the aforesaid unlawful practice providing for what is known as "check-off", whereby the coal companies employing members of the organization collect from them all dues and assessments they are directed by the officials of the United Mine Workers of America to collect; that this system of collection is the very life and soul of this conspiracy and of this unlawful organization and but for the "check-off" it could not exist or carry on its nefarious schemes and its unlawful and felonious practices; that as this money is collected from the membership of this organization, in the manner aforesaid, all over the United States and in Canada, and used under the direction of the officers of the International organization, who are defendants in this Bill, against the interests of this Plaintiff and of all other coal operators in the State of West Virginia, this plaintiff is advised that the collection of this



money, no matter where made, is unlawful and is made to the direct injury of this Plaintiff and of all other coal operators in said Thacker or Williamson district and in the State of West Virginia, and that it and they, or any of them, have the right to come into a Court of Equity and ask the Court to enjoin and restrain said International officials, all District Officials and all other officials of the United Mine Workers of America from collecting said dues and assessments by means of the "check-off" and to enjoin and restrain each and every coal company in the United States, now under contract to pay over to said officials, or any of them, the dues and assessments so collected, from so doing in order to protect this plaintiff and all other coal operators similarly situated from the irreparable injury they would sustain by reason of the unlawful expenditure of the money so unlawfully collected, in that the collection and expenditure of said money, in the manner aforesaid, has the effect of hampering, hindering, delaying and preventing this Plaintiff and said other coal companies from engaging in interstate trade and commerce.

(20) The Plaintiff avers and charges that the defendant companies own and operate mines in Indiana whose workers in and around their mines are members of the United Mine Workers of America and that they operate a closed union shop, so called, and they do not and will not employ any one to work in their mines not belonging to the union.

That said defendants have entered into an agreement with the officials of the United Mine Workers of America under and in pursuance of the unlawful combination and conspiracy of 1898 as hereinbefore set out, whereby they deduct from the wages of their employees as much as \$3.00 per month from each employee and give the sums so collected to the officials of the United Mine Workers of America, for the purpose of organizing and maintaining the army aforesaid, providing it with arms

and equipment with which to murder and assassinate the non-union workers employed at complainant's mine. That the time said agreement was made in 1898 and at all times since, and at the present time, when the said collections are made and turned over to the United Mine Workers' officials, said defendants knew that said sums would be expended, and were so intended by them, in providing arms and munitions, and in maintaining large bodies of armed men for the purpose of making effective said conspiracy and for murdering, assassinating and wounding plaintiff's employees, and to prevent complainant from operating its mine without agreeing to employ none but workers belonging to the United Mine Workers of America. By reason of said sums of money so collected and expended, the United Mine Workers of America have been enabled to carry on their warfare against plaintiff and its employees, causing them great loss and injury; that these collections are compulsory upon the men from whose wages they are taken; that the individual men would not voluntarily contribute any part of their earnings to the United Mine Workers' officials for the purpose of maintaining and equipping an army whose sole purpose is to coerce, beat, wound and murder workmen in other sections for refusing to join the United Mine Workers of America.

(21) Plaintiff further charges that unless the funds to maintain the above named armed force are raised as above set forth, said armed force will disband and peace will be established in the Thacker or Williamson Field.

(22) Plaintiff further avers that said defendant companies have agreed with the United Mine Workers' officials to coerce and compel the individual workers to pay these sums by deducting the same from their wages, knowing full well that at the time said sums are collected the money will be used to maintain said armed force for the purpose of violating the law, injuring the plaintiff and its employees in their persons and property, and unlawfully causing them great loss and injury.



(23) The Plaintiff further avers that said agreement and arrangement between the defendant companies and the United Mine Workers' officials, whereby said funds are collected, is an unlawful conspiracy against the right of its employees to contract about their work and against the rights of Plaintiff and its employees, given and guaranteed to them by the Constitution and statutes of the United States and the State of West Virginia, and is likewise a conspiracy to deprive complainant of entering into and carrying on interstate commerce, as practically all the coal mined by it is sold and shipped to consumers in states other than West Virginia.

(24) Plaintiff further avers that the money raised as aforesaid is intended to be used in unionizing and organizing non-union mines, to the end that the cost of production of coal will be greatly increased and that competition in the markets for the sale of coal will be eliminated, so far as all non-union mines are concerned, thereby giving to defendant companies and others similarly situated a monopoly of the market until such time as all coal mines are taken over by the United Mine Workers, as hereinabove set forth; that such agreement and the practices under it form and constitute an unlawful conspiracy in violation of the provisions of the Sherman Anti-Trust law.

(25) That, unless restrained from so doing, said United Mine Workers of America and its officials, both National and subordinate, and the defendant companies, will continue to collect through the "check-off" all dues and assessments from its workmen under the illegal contracts it now has with the coal operators in said union fields, and the officials of the United Mine Workers of America will continue to expend said money in the promotion and support of the unlawful threats, intimidation, violence, murder, insurrection and destruction of property which have characterized its past activities as

hereinbefore stated, all of which will result in the irreparable injury to this Plaintiff and to all other coal operators similarly situated.

In as much as the Plaintiff is without remedy, save in a Court of Equity, it comes into this Court and prays that the parties hereinbefore named be made defendants in this Bill and required to answer the same, and that this Honorable Court enter a decree herein adjudicating and decreeing:

(1) That the Mine Workers' organization is an unlawful combination and conspiracy acting in violation of the Sherman Anti-Trust Law, the Clayton Anti-Trust Act, and in violation of sound public policy, and enjoining the said organization from further continuing in any way or manner whatsoever its activities and policies against plaintiff, or from seeking to further obtain the objects of said conspiracy.

(2) That the contracts heretofore entered into between the Operators of the Central Competitive Field and the operators of other unionized and organized districts, and the United Mine Workers' organization, providing for a closed shop, and the payment of the "check-off" as hereinbefore complained of, are illegal and void, and violative of the contractual rights guaranteed by law in behalf of the citizens of the United States.

(3) That the United Mine Workers' organization, its officials and representatives, be enjoined and restrained from collecting through and on the pay-rolls of the operators of the Central Competitive Field and the other organized districts in the United States, any and all dues and assessments charged against the members of said organization under what is known at the "check-off" system, and that said organization be enjoined and restrained from further collection of dues and assessments charged against the members of said organization



and using the same, and further be enjoined and restrained from using any sums of money however collected and obtained by it and owned by it, in furtherance of the unlawful combination and conspiracy hereinbefore complained of.

(4) That they may be enjoined and restrained from carrying out and making effective the combination and conspiracy herein complained of in any manner whatsoever, or by any means whatsoever.

(5) That they be enjoined and restrained from doing or causing to be done any act or thing that will suppress or unduly limit the rights of the Plaintiff, to employ non-union labor, or that will prevent or restrict the right of the Plaintiff from voluntarily contracting with its employees, and its employees from voluntarily contracting with it, and particularly the acts of insurrection, murder, violence, intimidation, threats and other unlawful acts hereinbefore complained of.

(6) That they may be restrained and enjoined from doing any act or thing that will create, or further tend to create, and establish, a monopoly of labor for the purpose of unreasonably increasing wages or the price of labor above what it should be under normal conditions, and from, in any way, interfering with or restricting free competition among those seeking employment in the mines of the plaintiff and those working in and about the coal industry of the country.

(7) That the United Mine Workers of America, its officials and representatives, and the operators of the Central Competitive Field, defendants, herein, be enjoined and restrained from collecting and paying said "check-off" and from doing any further act or thing that will give the coal producers of the Central Competitive Field a monopoly of the markets for the sale of coal in

any of the states or territories of the United States or foreign countries, to the exclusion of coal mined by this plaintiff and the other operators in said Thacker or Williamson Field, and transported and sold in interstate trade and commerce.

(8) That the United Mine Workers' organization, its officials and representatives, and the operators of the said Central Competitive Field, be restrained and enjoined from further doing any act or thing that will lessen the ability of Plaintiff and other coal operators in said Thacker or Williamson field, to continue their competition with coal produced by the operators of said Central Competitive Field, in the sale of their coal in interstate trade and commerce.

(9) That the United Mine Workers' organization be restrained and enjoined from taking any further steps, or from doing any further act or thing, to unionize the mines of this plaintiff, by menaces, threats, intimidation, force or violence, or in any manner whatsoever, or in any manner interfering with the contracts of employment with its employees and the lawful rights of this Plaintiff, and other coal operators in said Thacker or Williamson Field, to employ such laborers as they may choose, and discharge them when and as they see fit, either with or without cause.

(10) That the United Mine Workers of America, its officials, representatives, members and agents, be enjoined and restrained from in any manner interfering with the employees of this Plaintiff, and of said other coal operators in said Thacker or Williamson Field, or with men seeking employment at their mines, by menaces, threats, violence, or injury to them, their persons, families or properties, or by abusing them, or their families, or by doing them violence, or doing any other act or thing that would interfere with the right of such employees



and those seeking employment to work, upon such terms as to them seem proper, unmolested, and from in any manner injuring or destroying the property of Plaintiff, or of said other coal operators, and from counseling or advising that they should in any maner be injured in the conduct of their said business and the enjoyment of their property.

(11) That this Honorable Court shall give or award by its decree all such other, further and general relief as to equity may seem meet and proper, and as the circumstances of this case may require, and as under the laws of the United States in such cases made and provided, Plaintiff is entitled to, and as in duty bound it will ever pray, etc.

BORDERLAND COAL CORPORATION  
BY COUNSEL.

Z. T. Vinson  
A. M. Belcher  
E. L. Greever  
P. Q.

STATE OF **West Virginia**,  
COUNTY OF **Mingo**, to-wit:

I, **George Bausewine, Jr.**, a Notary Public in and for the County of **Mingo**, State of **West Virginia**, do hereby certify that, **L. E. ARMENTROUT**, this day personally appeared before me in my County aforesaid, and after being first duly sworn deposes and says; that he is the Superintendent of the mines of the Plaintiff, located as stated in the foregoing Bill and has been such Superintendent for 18 years and is fully acquainted with the facts stated in said Bill as to the conditions existing at and around said mines; that he has read the foregoing Bill and is acquainted with the matters and things therein alleged

and set out; that the matters and things therein set out are true, except in so far as they are therein stated to be on information, , and in so far as they are therein stated to be upon information he believes them to be true.

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Taken, sworn to and subscribed before me this 20th day of September, 1921.

My commission expires **March 22d, 1926.**

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Notary Public.

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