$3000. The district court remanded the case, holding that it had been divested of jurisdiction since the jurisdictional amount was no longer involved. The Circuit Court of Appeals refused to review the order on the ground that the order to remand not being a final judgment was not reviewable. It did, however, allow a petition to be filed for mandamus to compel the district court to try the case pointing out that the order to remand had been made, not under § 28 on the ground of improper removal, but under § 37 of the Judicial Code, which did not prohibit review, on the ground that the case was not in the jurisdiction of the District Court. 36 Stat. 1098 (1911), 28 U.S.C.A. § 80 (1927). See 48 Harv. L. Rev. 512 (1935).

Other attempts to secure review of orders of remand seem to have been unsuccessful. See *In re Pennsylvania Co.*, 137 U.S. 451 (1890); and *Ex parte Matthew Addy Steamship & Commerce Corp.*, 256 U.S. 417 (1921), involving refusal grant *mandamus*; *McLaughlin Bros. v. Hallowell*, 228 U.S. 278 (1913); *Yankaus v. Feltenstein*, 244 U.S. 127 (1917), which came up on writs of error from state courts after the issues following remand had been decided; *Pacific Live Stock Co. v. Lewis*, 241 U.S. 440 (1916); *Missouri Pac. Ry. v. Fitzgerald*, 160 U.S. 556 (1896). Prior to the *Travelers'* case the nearest approach to review of a remanding order was the vacating of a remand order by a court on its own motion. *Empire Mining Co. v. Propeller Tow-boat Co.*, 108 Fed. 900 (C.C.S.C. 1901). But it has been held that it is improper for a district court to have anything further to do with a case after a remanding order has been entered. *St. Paul & Chicago Ry. Co. v. McLean*, 108 U.S. 212 (1883); *Ausbrooks v. Western Union Telegraph Co.*, 282 Fed. 733 (D.C. Tenn. 1921); *Mead Morrison Mfg. Co. v. Marchant*, 29 F. (2d) 40 (C.C.A. 2d 1928), *cert.* denied, 278 U.S. 655 (1928).

The *Travelers'* case seems to stand alone for the proposition that there is a distinction between orders of remand entered because the case was improperly removed (under § 28) and orders of remand where the removal was proper but the jurisdiction of the court (under § 37) was subsequently lost. The instant case disregards this distinction. The court lost jurisdiction only by virtue of an order entered after the removal. Although the distinction in the *Travelers'* case may complicate the law unnecessarily, it does not necessarily follow that the decision in the principal case is desirable. As the principal case stands, should the Circuit Court of Appeals, in complying with the Supreme Court's order, find that the cross-action was improperly dismissed, an anomalous situation will result. The remand, which is not reviewable, has been ordered solely on the basis of an erroneous decision on another point. And although the error has been corrected, the remanding order must stand. It would seem that § 28 would not be violated, if the district court is allowed to re-examine the propriety of the remand where the remand is entered only because of the court's decision on a reviewable question and that decision is reversed.

Labor Law—Validity of Collective Bargaining Agreement—[New Jersey].—Plaintiff, labor union, sought to enjoin the defendant upholstering company from violating a "closed shop" agreement by which the defendant had promised to hire only members of the union if they could be furnished, and if they could not, to hire non-union men only on condition that they first apply for membership in the union. *Held*, the contract is part of a general plan to unionize the whole industry in the metropolitan area, and being monopolistic is therefore opposed to public policy and void. *Upholsterers', C. & L. M. I. Union v. Essex Reed and Fibre Co., Inc.*, 12 N.J. Misc. 637, 174 Atl. 207 (1934).

Although early decisions considered combinations of labor unlawful, most courts are now agreed that such organization by employees is necessary to enable labor to compete with capital on more equal terms in the bargaining process. *Cf. Commonwealth v. Hunt*, 4 Metc. (Mass.) 111 (1842) with *Exchange Bakery and Restaurant Inc. v. Rifkin*, 245 N.Y. 260, 157 N.E. 130 (1927). Unions here used various devices, such as boycotts, strikes, and picketing to make their organization effective. See *Gompers v. Bucks Stove and Gas Range Co.*, 221 U.S. 418 (1910) (boycott and picketing); A. T. Mason, Right to Strike, 77 Univ. Pa. L. Rev. 52 (1928). To avoid the social friction and economic waste often incident to these methods of "self-help," employers and unions enter into collective bargaining agreements. 41 Yale L. J. 1221 (1932). At first only employers were granted equitable aid by way of injunction restraining breach; but this remedy has been extended to unions also. *Schlesinger v. Quinto*, 117 Misc. 735, 192 N.Y.S. 564 (1922).

Collective bargaining agreements which included a provision that the employer hire only union men have been attacked as contrary to public policy and void. In an early New York case, it was held that, though it was lawful for employees to unionize, a "closed shop" agreement which in effect forced workers into the union or denied them the chance to work was void as against public policy. *Curran v. Galen*, 152 N.Y. 33, 46 N.E. 297 (1897). Later New York cases, however, limited the doctrine of *Curran v. Galen* by sustaining "closed shop" agreements the primary purpose of which was to benefit the contracting parties, even though incidentally non-union men were deprived of work. *Jacobs v. Cohen*, 183 N.Y. 207, 76 N.E. 5 (1905); *Goldman v. Cohen*, 222 App. Div. 631, 227 N.Y.S. 311 (1928); *Ribner v. Rasco Butter & Egg Co.*, 135 Misc. 616, 238 N.Y.S. 132 (1929). Some states have shown an inclination to follow the later New York cases. See *Weber v. Nasser*, 210 Cal. 607, 286 Pac. 1074 (1930); *Underwood v. Texas and Pac. Ry. Co.*, 178 S.W. 38 (Tex. Civ. App. 1915); Yankwich, Labor's Use of the Injunction, 37 Comm. L. J. 623 (1932); *cf. Preble v. Architectural Iron Workers' Union*, 260 Ill. App. 435, 440 (1931). Other states have extended the doctrine of *Curran v. Galen* to include all "closed shop" agreements which suggest a monopoly of labor. *Connors v. Connolly*, 86 Conn. 641, 86 Atl. 600 (1913) (a trade agreement which embraces the whole community is void and against public policy as a monopoly of labor); *Lehigh Structural Steel v. Atlantic S. & R. Works*, 92 N.J. Eq. 131, 111 Atl. 376 (1920); *Polk v. Cleveland Ry. Co.*, 20 Oh. App. 317, 151 N.E. 808 (1925) (closed shop contracts operating generally in the community are void); *cf. Berry v. Donovan*, 188 Mass. 353, 74 N.E. 603 (1905); *Hoban v. Dempsey*, 217 Mass. 166, 104 N.E. 717 (1914); *Tracey v. Osborne*, 226 Mass. 25, 114 N.E. 959 (1917).

The refusal of the court in the instant case to enforce the "closed shop" agreement involved seems unduly conservative. The agreement, including sixty-five per cent of the plants in the particular industry, would not appear to be a monopoly of labor of the "whole community" as defined in the cases relied upon. See *Connors v. Connolly*, 86 Conn. 641, 86 Atl. 600 (1913) (all machine factories in the community were included). Moreover, the contract was clearly for the benefit of members of the union and affected non-union men only incidentally. The purpose of the agreement was not primarily to deprive specific individuals of work, for the agreement expressly offered to allow prospective employees to join the union. *Cf. Mills v. U.S. Printing Co.*, 99 App. Div. 605, 91 N.Y.S. 185 (1904). Since the courts do recognize the right of employees to combine for purposes of collective bargaining, it seems inconsistent to deny to unions the right

to contract for a "closed shop" and thus make their collective bargaining effective. See *Exchange Bakery and Restaurant, Inc. v. Rifkin*, 245 N.Y. 260, 263, 157 N.E. 130, 132 (1927); Frankfurter and Green, The Labor Injunction (1930), 29, 39; Witte, Labor's Resort to Injunctions, 39 Yale L. J. 374 (1930); Rice, Collective Labor Agreements in American Law, 44 Harv. L. Rev. 572 (1931); 41 Yale L. J. 1221 (1932). As long as such denials are made labor will be compelled to resort to socially undesirable methods of bargaining such as strikes and boycotts. The New York attitude, which considers such agreements against public policy only where the primary purpose is to injure third parties, seems preferable. Non-union employees may join the union or find employment elsewhere; the fact that the field is thus somewhat limited is more than offset by the social and economic advantages accruing from allowing the employees to act as a group, the only way in which they can deal with their employers on even terms. *Jacobs v. Cohen*, 183 N.Y. 207, 76 N.E. 5 (1905); 11 N.Y. Univ. L. Q. 262 (1933); 3 Temple L. Q. 421 (1929).

Practice—Petition for Removal to Federal Court as Waiving Defects of Service—[Illinois].—Plaintiff brought suit in Nebraska against an Illinois Corporation which had never done business in Nebraska nor had any authorized agent there to accept service for it. The defendant obtained an order of removal to the federal court, but when the action was remanded, abandoned the cause and allowed judgment to go by default. Plaintiff then brought debt in Illinois on this default judgment claiming that the Nebraska judgment required recognition under the "full faith and credit" clause of the federal Constitution. *Held*, that the defendant's petition for removal of the cause to the federal court did not constitute a general appearance nor a waiver of any defects of process, and that the Nebraska judgment was therefore void. *Van Dyke v. Illinois Commercial Men's Assn.*, 193 N.E. 490 (Ill., 1934).

In order for a state court to render a judgment *in personam* which will be enforced in all other states under the Full Faith and Credit Clause of the federal Constitution, such court must have jurisdiction over the defendant. *Haddock v. Haddock*, 201 U.S. 562 (1906). See Farrier, Full Faith and Credit of Adjudication of Jurisdictional Facts, 2 Univ. Chi. L. Rev. 552 (1935). This jurisdiction is usually acquired by service of process on the defendant. At common law process could be served on the defendant only if he were found within the territorial limits of the state. See *Pennoyer v. Neff*, 95 U.S. 714 (1877). The need for an extension of this common law method due to modern business transactions resulted in statutes authorizing service in certain instances when the defendant is not personally within the state. Thus a statute authorizing constructive service on its non-resident citizens has been held not to violate procedural due process. See *Bickerdike v. Allen*, 157 Ill. 95, 41 N.E. 740 (1895); *Fernandez v. Casey and Swasey*, 77 Tex. 452, 14 S.W. 149 (1890). And a foreign corporation "doing business" within a state can be bound by service on its agent, therein, because a foreign corporation is subject to exclusion and can be allowed to do business only on condition that it submits to such service. *Tauza v. Susquehanna Coal Co.*, 220 N.Y. 259, 115 N.E. 915 (1917). Likewise a statute authorizing a local officer to receive process as agent for non-resident motorists has been constitutionally justified because of the power of the state to prescribe the terms on which its highways may be used. *Hess v. Pawloski*, 274 U.S. 352 (1927). But legislation providing that a non-resident principal may be bound by service on his agent within a state violates due process because the