cision that the wife is also prevented from charging her husband's credit, as she would be were the agreement enforced.[11] Logical carrying out of the fault notions applied to deny her separate maintenance should bring about such a result; but there are a few early decisions indicating that she may not be so barred.[12]

The court in the *present* case contrived, through notions of fault and illegality, to reach a fair result; but these same rules would effect a very harsh result if applied to the case where the contract is completely or partially executed. For example, in the case where no money has been paid under the contract, although the agreement will be unenforceable by the wife, she will be barred from claiming separate maintenance. Moreover, a relinquishment, by either party, of dower or inheritance rights, will be ineffective in a contract where there has been a release of support,[13] because the fault required to bar dower is limited by statute to cases of adultery *and* desertion.[14] Instead of relying on unsound notions of fault to obtain the enforcement of a reasonable separation agreement and to reach in a limited group of cases only a result which is just and in conformity with its policies, the Illinois court should overrule its notion of "invalidity" as applied to these agreements and should line itself up behind the majority of jurisdictions.

Labor Law—Conflict in Jurisdiction between Labor Board and Federal Court— [Federal].—Despite the known and somewhat successful efforts of the United Electrical and Radio Workers of America, a union affiliated with the C. I. O., to organize the employer's workers, the employer refused its request for a collective bargaining conference and instead signed a contract with an A. F. of L. union, the Brotherhood of Electrical Workers. This contract provided that the employer would hire only members of the Brotherhood or in event of failure of an employee to join such union, the employer would deduct from his wages an amount equal to the dues of the union. The C. I. O. union filed a complaint with the National Labor Relations Board to contest the validity of this contract on the ground that its negotiation and its terms involved the use of unfair labor practices. Before service of this complaint, the Brotherhood obtained in the federal district court a decree for the specific performance of the contract. The National Labor Relations Board, maintaining its own exclusive jurisdiction, declared the contract illegal because of unfair labor practices. *In re Matter of National Electric Products Corp. and United Electrical and Radio Workers of America.*[1]

Section 10 of the National Labor Relations Act grants jurisdiction to the National Labor Relations Board as follows: "The Board is empowered, as hereinafter provided, to prevent any person from engaging in any unfair labor practice . . . . affecting commerce. This power shall be exclusive, and shall not be affected by any other means of

[11] Lindey, *op. cit.* 205 (1937); but see *id.* at 226 and cases cited, for peculiar New Jersey rule.

[12] Seybold v. Morgan, 43 Ill. App. 39 (1891). See also, Ross v. Ross, 69 Ill. 569 (1873); Evans v. Fisher, 10 Ill. 569 (1849); Bensyl v. Hughs, 109 Ill. App. 86 (1902); Todtleben v. Rudowski, 181 Ill. App. 318 (1913); Schnuckle v. Bierman, 89 Ill. 454 (1878).

[13] Lyons v. Schanbacher, 316 Ill. 569, 147 N.E. 440 (1925).

[14] Smith-Hurd Ill. Stat. c. 41 § 15 (1935); Landreth v. Casey, 340 Ill. 519, 173 N.E. 84 (1930).

[1] N. L. R. B. Cases, C-219, R-241 (Aug. 30, 1937), 5 U.S. Law Week 1, 7 (Sept. 7, 1937).

adjustment or prevention that has been or may be established by agreement, code, law, or otherwise."[2] This section of the act apparently was not considered by the federal district court inasmuch as its assumption of jurisdiction would seem to deprive the Board of "exclusive" power to prevent unfair labor practices.[3] However, even if the court found that no such practices existed and that consequently the Board's power was not being curtailed, such determination would be tantamount to a finding on a jurisdictional fact, and should not be conclusive on other tribunals asserting jurisdiction.[4]

It is likely that the Circuit Court of Appeals of the Second District, where an appeal is now pending, will uphold the Board in its finding of the existence of unfair labor practices. Apart from the possible use of such practices at the negotiation stage, the contract itself apparently falls within the definition of unfair labor practices set forth in section 8 (3) of the act, ". . . . discrimination in regard to hire or tenure of employment or any term or condition of employment to encourage or discourage membership in any labor organization. . . . ."[5] Any constitutional objections as to the act itself, or to the existence or procedure of the Board would seem to be precluded by the findings of the Supreme Court in the case of *The National Labor Relations Board v. Jones & Laughlin Steel Corp.*[6]

If the Board is to be an effective body, it must have exclusive jurisdiction in its sphere of action. But assertion of concurrent jurisdiction by other bodies will be possible unless the National Labor Relations Act is construed or amended so as to preclude other tribunals from making a determination on the jurisdictional fact of the existence or non-existence of unfair labor practices.

Labor Law—Injunction—Sherman Act—[Federal].—Members of a trade union seeking a closed shop agreement seized and retained the factory of the plaintiff, a Pennsylvania manufacturer, whose raw materials come from other states and from abroad, and most of whose finished product, amounting to $5,000,000 annually, was shipped across state lines. The plaintiff filed a bill praying: (1) restoration of his factory; (2) an injunction enjoining the defendants from performing further acts restraining interstate commerce; and, (3) triple damage for losses sustained. *Held*, reversing the district court, the plaintiff was engaged in interstate commerce and the injunction should issue and the bill be re-instated. *Apex Hosiery v. Leader.*[1]

The Supreme Court in deciding on the constitutionality[2] of the Wagner Labor Relations Act broadened the limits of the jurisdiction of the federal courts under the interstate commerce clause so as to include those engaged primarily in production and

[2] 49 Stat. 453 (1935); 29 U.S.C.A. § 160 (a) (1936).

[3] *Cf.* Louisville Provision Co. v. Glenn, 12 F. Supp. 545 (Ky. 1935); Kline v. Burke Construction Co., 260 U.S. 226 (1922).

[4] For various qualifications see 1 Freeman on Judgments, parts IV and V (5th ed. 1925).

[5] 49 Stat. 452 (1935); 29 U.S.C.A. § 158 (3) (1936). [6] 301 U.S. 1, 47 (1936).

[1] 90 F. (2d) 155 (C.C.A. 3d 1937). Petition for *certiorari* will be filed. The strike was settled by a conditional closed shop agreement and the Supreme Court may consider the question moot.

[2] National Labor Relations Board v. Jones and Laughlin Steel Corp., 301 U.S. 1 (1937); National Labor Relations Board v. Fruhauf Trailer Co., 301 U.S. 49 (1937); National Labor Relations Board v. Friedman-Harry Marks Clothing Co., 301 U.S. 58 (1937).