LABOR LAW — COLLECTIVE BARGAINING — UNION'S RIGHT TO INFORMATION ABOUT EMPLOYER'S BUSINESS

Respondent, owner of a lumber business, rejected the union's demand for a wage increase and other economic benefits on the ground that the business was not making a profit. The union thereupon requested permission to look at the company's books. This request was rejected, but the employer furnished the union with its most recent financial statement, together with information on the current year's operations. As the financial statement did not include income from outside investments, the union renewed its request to examine the books. This request was refused, and the union filed a complaint alleging that the employer was refusing to bargain. *Held*: Complaint dismissed. The employer fulfilled the requirement to bargain by furnishing the financial statement and information on the current year's operations. As the employer had at no time maintained that the company assets were insufficient to meet the union's demands, the information as to outside investments was irrelevant. *McLean-Arkansas Lumber Company, Inc.*, 109 N.L.R.B. No. 157 (1954).

To refuse to bargain collectively is an unfair labor practice. 49 STAT. 453 (1935), 29 U.S.C. § 158 (1946). Bargaining collectively means more than just meeting and talking with the union. *National Labor Board v. Boss Mfg. Co.* 118 F. 2d 187 (7th Cir. 1941); *National Labor Relations Board v. Montgomery Ward Co.*, 133 F. 2d 676 (4th Cir. 1943). The bargaining must at least be done in "good faith." 61 STAT. 142 (1947) 29 U.S.C. § 158 (Supp. 1952). The good faith requirement is not satisfied unless the employer furnishes "sufficient information to enable the union to bargain intelligently." *Southern Saddling Co.*, 90 N.L.R.B. 1205 (1950). Thus the employer's refusal to furnish records concerning his employee's wage history and current salary rates on the ground that such information is confidential is a refusal to bargain collectively. *Aluminum Ore Co. v. National Labor Relations Board*, 131 F. 2d 485 (7th Cir. 1942); *Electric Auto-Lite Co.*, 89 N.L.R.B. 1192 (1950). An employer who rejects a wage increase because of alleged financial inability does not bargain in "good faith" if he refuses to permit the union to examine his books and offers no other information to substantiate his contention. *Pioneer Pearl Button Co.*, 1 N.L.R.B. 382 (1941); *Camp and McInnes Inc.*, 100 N.L.R.B. 524 (1952). But the employer is required to furnish *only* sufficient information to enable the union to bargain intelligently. *Southern Saddlery Co.*, 90 N.L.R.B. 1205 (1950). An order to bargain

collectively does not require the employer to produce any specific business books and records, but only sufficient information to support its position in bargaining with the union. *National Labor Relations Board v. Jacobs Mfg. Co.*, 196 F. 2d 680 (2d Cir. 1952). An employer's failure to furnish data concerning earning and production records is not a refusal to bargain if the negotiations are not in any manner impeded by the union's lack of such data. *Pool Manufacturing Co.*, 70 N.L.R.B. 540 (1946). However, an employer has an affirmative duty to supply relevant information and may not refuse to do so because of the union's failure to show initially the relevance of the requested information unless it plainly appears irrelevant. *National Labor Relations Board v. Yawman & Erbe Mfg. Co.*, 187 F. 2d 947 (2d Cir. 1951).

In the instant case, the employer's duty to bargain collectively was satisfied when he furnished the financial statement and information on the current year's operations. The information about outside income was irrelevant to the issues involved in the bargaining. If the employer had claimed that his assets were insufficient to meet the union's demands, a different problem would have been presented. It seems unwise to make any general statement as to just what the employer is required to furnish. Each case will depend on the nature of the matters under negotiation, the type of data requested and the relevancy of such data to the matters under consideration.

STANLEY R. SEGAL

TORTS — DANGEROUS ANIMALS — "ESCAPE" DOCTRINE AS LIMITATION ON STRICT LIABILITY

Plaintiff, employee of defendant, was injured by a dangerous bull untethered in a pen while attempting to take the bull out of the pen. Held: For defendant. The principle of strict liability for injuries by an animal known to be dangerous does not apply when the animal has been placed under control and has not escaped. *Rands v. McNeil*, [1954] 3 Weekly L. R. 905 (C.A.)

The person who brings onto his land and keeps there anything likely to do harm if it escapes must keep it in at his peril and is liable for all damage which is the natural consequence of its escape. *Rylands v. Fletcher*, [1866] L.R. Ex. 265; *aff'd* L.R. 3 H.L. 330. This doctrine has no application to accidents incidental to the process of manufacture occurring to persons present on the premises. *Read v. Lyons &*