

would have got a certificate on which the Wilborns could rely without the delivery of the old one by the appellants. As between two innocent persons one of whom must suffer the consequence of a breach of trust the one who made it possible by his act of confidence must bear the loss.

*Decree affirmed.*

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BARKER PAINTING COMPANY *v.* LOCAL NO. 734,  
BROTHERHOOD OF PAINTERS, DECORATORS,  
AND PAPERHANGERS OF AMERICA ET AL.

CERTIORARI TO THE CIRCUIT COURT OF APPEALS FOR THE  
THIRD CIRCUIT.

No. 477. Argued May 2, 1930.—Decided May 19, 1930.

A bill to enjoin a trade union from calling a strike is properly to be dismissed as moot when, as the result of a preliminary injunction in the suit, the men have continued at work and the job which the bill sought to protect has been completed. P. 463.  
34 F. (2d) 3, affirmed.

CERTIORARI, 280 U. S. 550, to review a decree of the Circuit Court of Appeals which affirmed a decree of the District Court dismissing the bill in a suit to enjoin two trade unions and their agents from calling or fomenting a strike. The petitioner here contended that wage rules which the unions sought to enforce against it were unreasonable; that defendants were in a conspiracy illegal at common law, and violative of the public policy of New Jersey, and of the United States as evinced by the Sherman Act, and that the District Court had placed a construction on a New Jersey statute offensive to the Fourteenth Amendment. The opinion of the District Court on interlocutory hearing is in 12 F. (2d) 945.

*Mr. Merritt Lane* for petitioner.

*Mr. Morris Hillquit* for respondents.

MR. JUSTICE HOLMES delivered the opinion of the Court.

For the purposes of the present decision this case may be stated as it is stated by the Circuit Court of Appeals. "The Barker Painting Company, a corporation of New York with its home office in New York City, had a contract for painting at Somerville, New Jersey. The job was about thirty per cent completed when the defendant union called off its men by force of the offending rules which require a contractor to pay the wage rate of his home district or that of the locality of the work, whichever is higher. The Barker Company filed the bill in equity in this case stating the facts and alleging unlawfulness of the rules because violative of sundry provisions of the federal constitution and federal laws. The trial Judge issued a preliminary injunction, mandatory in character in that it restrained the workmen from observing the union rules and from not returning to work. All the men save one obeyed the injunction, returned to work and completed the job." This happened before a decision upon the merits by the District Court, April 14, 1926, 12 F. (2d) 945, and a final decree dismissing the bill, March 23, 1928. The Circuit Court of Appeals, while intimating its probable adhesion to its former decision in a similar case, *Barker Painting Co. v. Brotherhood of Painters, Decorators and Paperhangers of America*, 15 F. (2d) 16, in accord with the decree below, declined to deal with the merits on the ground that it had become unnecessary to deal with them and for that reason affirmed the dismissal of the bill. 34 F. (2d) 3.

Both sides desired that the Court should go farther afield. But a Court does all that its duty compels when it confines itself to the controversy before it. It cannot be required to go into general propositions or prophetic statements of how it is likely to act upon other possible

or even probable issues that have not yet arisen. See *Willing v. Chicago Auditorium Association*, 277 U. S. 274. The controversy here was between the plaintiff and the painters in Somerville who prevented its finishing its job. If the case had needed to be considered on its merits, it would have been likely to involve a discussion more or less far reaching of the powers of the Union, but the plaintiff could not impose a duty to go into that discussion when before the time for it the resistance had been withdrawn and the job had been done.

*Decree affirmed.*

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FEDERAL RADIO COMMISSION *v.* GENERAL  
ELECTRIC COMPANY ET AL.

CERTIORARI TO THE COURT OF APPEALS OF THE DISTRICT OF  
COLUMBIA.

No. 122. Argued January 17, 20, 1930.—Decided May 19, 1930.

1. This Court is a constitutional, as distinguished from a legislative, Court, and can have no jurisdiction other than of cases and controversies falling within the classes enumerated in the judiciary article of the Constitution; it cannot give decisions which are merely advisory, nor can it exercise or participate in the exercise of functions which are essentially legislative or administrative. P. 469.
  2. A proceeding in the Court of Appeals of the District of Columbia under the Radio Act of 1927, to review an order of the Radio Commission refusing an application for the renewal of an existing license for full time operation of a broadcasting station, is not a case or controversy within the meaning of the judiciary article of the Constitution, but is an administrative proceeding, and the decision therein is not reviewable by this Court. Pp. 466, 470.
  3. The action of the Court of Appeals in assessing costs against the Commission did not alter the nature of the proceeding. P. 470.
- Certiorari to 31 F. (2d) 630, dismissed.