

BLACK'S LAW DICTIONARY

Definitions of the Terms and Phrases of
American and English Jurisprudence,
Ancient and Modern

By

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UNFAIR METHODS OF COMPETITION

Relations Board v. John Engelhorn & Sons, C.C.A.3, 134 F.2d 553, 558. Assault by persons employed by manufacturer upon union organizers or sympathizers. National Labor Relations Board v. Ford Motor Co., C.C.A.6, 114 F.2d 905, 911, 915. Discharge of employee because he would not become member of union in accordance with closed shop agreement. Virginia Electric & Power Co. v. National Labor Relations Board, C.C.A.4, 132 F.2d 390, 396.

UNFAIR METHODS OF COMPETITION. This phrase within Federal Trade Commission Act has broader meaning than common-law term "unfair competition," but its scope cannot be precisely defined, and what constitutes "unfair methods of competition" must be determined in particular instances, upon evidence, in light of particular competitive conditions and of what is found to be a specific and substantial public interest. Federal Trade Commission Act § 5, 15 U.S.C.A. § 45. A.L. A. Schechter Poultry Corporation v. United States, N.Y., 55 S.Ct. 837, 844, 295 U.S. 495, 79 L.Ed. 1570, 97 A.L.R. 947.

The term though not defined by the statute is clearly inapplicable to practices never heretofore regarded as opposed to good morals because characterized by deception, bad faith, fraud, or oppression, or as against public policy because of their dangerous tendency unduly to hinder competition or create monopoly. The act was not intended to fetter free and fair competition as commonly understood and practiced by honorable opponents in trade. In re Amtorg Trading Corporation, Cust & Pat.App., 75 F.2d 826, 830. But a method was said to be an unfair method if it does not leave to each actual or potential competitor a fair opportunity for play of his contending force engendered by an honest desire for gain. California Rice Industry v. Federal Trade Commission, C.C.A.9, 102 F.2d 716, 721.

UNFAIR TRADE, DOCTRINE OF. The doctrine that one person has no right to sell goods as goods of another, nor to do other business as the business of another. Foster Canning Co. v. Lardan Packing Co., Sup., 17 N.Y.S.2d 583, 585.

UNFAITHFUL. Characterized by bad faith;—not synonymous with "illegal," which means unlawful or contrary to law, nor with "improper," which, as applied to conduct, implies such conduct as a man of ordinary and reasonable prudence would not, under the circumstances, have been guilty of. State v. American Surety Co. of New York, 26 Idaho 652, 145 P. 1097, 1104, Ann.Cas. 1916E, 209.

UNFINISHED. Not completed; not brought to an end; imperfect; the last effort, as a final touch is given to a work. Bell & Graddy v. O'Brien, Tex. Civ.App., 113 S.W.2d 560, 562.

UNFIT. Unsuitable, incompetent, not adapted or qualified for a particular use or service, having no fitness. Morse v. Caldwell, 55 Ga.App. 804, 191 S.E. 479, 488.

UNFIT FOR USE AS A BEVERAGE. This language in a statute is not necessarily applicable to an alcoholic compound or preparation merely because it may be drunk in sufficient quantities to produce death. Thamann v. Merritt, 111 Neb. 639, 197 N.W. 413, 414.

UNFORESEEN. Not foreseen, not expected. Pampel v. Board of Examiners, 114 Mont. 380, 136 P.2d 991, 994.

UNFORESEEN CAUSE. With reference to causes excusing delay, under the Workmen's Compensation Act, in giving notice of injury, a cause which could not have been reasonably foreseen as likely to arise or occur, and yet is of such a nature as to have substantially interfered with the giving of the notice. Wardwell's Case, 121 Me. 216, 116 A. 447, 448. A reasonable cause. Donahue v. R. A. Sherman's Sons Co., 39 R.I. 373, 98 A. 109, L.R.A. 1917A, 76.

UNFORESEEN EVENT. In the civil law. A vis major; an uncontrollable force;—so used in Civ. Code La. art. 2697, relating to the termination of a lease by the total destruction of the property. Knapp v. Guerin, 144 La. 754, 81 So. 302, 305.

UNGELD. In Saxon law. An outlaw; a person whose murder required no composition to be made, or *weregeld* to be paid, by his slayer.

UNHARMED. Within provision of Federal Kidnapping Act that death sentence shall not be imposed if kidnapped person has been liberated unharmed, means uninjured. Federal Kidnapping Act § 1 et seq., as amended, 18 U.S.C.A. § 1201 et seq. Robinson v. U. S., Ky., 65 S.Ct. 666, 668, 324 U.S. 282, 89 L.Ed. 944.

UNIATE CHURCH. One united with Rome and subject to control by local ecclesiastical authority representing the Vatican. Drozda v. Bassos, 260 App.Div. 408, 23 N.Y.S.2d 544, 547.

UNICA TAXATIO. The obsolete language of a special award of *venire*, where, of several defendants, one pleads, and one lets judgment go by default, whereby the jury, who are to try and assess damages on the issue, are also to assess damages against the defendant suffering judgment by default. Wharton.

UNIFACTORAL OBLIGATION. See Contract.

UNIFIED. Made one. Adams v. Salt River Valley Water Users' Ass'n, 53 Ariz. 374, 89 P.2d 1060, 1071.

UNIFORM, n. Within the meaning of an ordinance requiring a traction company to give free transportation to members of the police force and fire department when in uniform, a plain clothes man, whose only prescribed uniform was a metal badge which might be worn concealed, while wearing such badge was "in uniform." Montgomery Light & Traction Co. v. Avant, 202 Ala. 404, 80 So. 497, 498, 3 A.L.R. 384.

UNIFORM, adj. Conforming to one rule, mode, or unvarying standard; not different at different times or places; applicable to all places or divisions of a country. People v. Vickroy, 266 Ill. 384, 107 N.E. 638, 640. Equable; applying alike to all within a class. Bufkin v. Mitchell, 106 Miss. 253, 63 So. 458, 459, 50 L.R.A., N.S., 428.

A statute is general and uniform in its operation when it operates equally upon all persons who are brought within the relations and circumstances provided for, McAunich v. Mississippi & M. R. Co., 20 Iowa, 342. Stevens v. Village of