

Winnipeg, Man., August 5th, 1911.

W. G. Chester, Esq., Empire Hotel, City.

Dear Sir,—I have this morning received letter dated August 4th. signed by you in behalf of a Committee consisting of Messrs. Cobb, Wark, Robertson, Cooke, and yourself. In that letter, if I understand it, you ask me to give you an assurance that should an employee, whose representatives were a party to a schedule with the Company's officers, and who is instructed to do something, which in his opinion is at variance with the terms of that schedule, refuse to carry out the orders, he shall not be considered guilty of insubordination. There is absolutely no room for argument as to the responsibility of both parties to a schedule, to see that its provisions are observed to the letter by all the men, and by all the officers. It has never been our policy to evade our obligations in that respect, and I think I can turn with confidence to the records of the past twenty years to substantiate my statement. I read to you at our meeting yesterday the private and confidential instructions which were issued to the Company's officers in connection with one of the schedules recently signed, and those instructions are in accord with the stand taken on all the other schedules. We have deputed to no man the right to vary without just and sufficient reason from one of these agreements, after it has been signed on behalf of the Company. Not only have we discountenanced any attempt to depart from these agreements, but we have even deprecated the practice of asking employees to vary from any of the clauses of a schedule in order to help the officers out of a temporary difficulty, on the ground that such practice might tend to excite suspicion of favoritism or discrimination.

All the organizations represented by your Committee have the unquestioned right to bring to our notice any departure from these schedules, however slight, and to take every legitimate means to provide against further cases of the same kind.

When we come to your proposal as to how the men should be protected from it, I find myself very much at variance with you.

The Company employ some 80,000 employees, the majority are governed in large measure by the terms of schedules, some of which are long and complicated. To say that each one of the vast number of employees should have the right, when an order is given, to consider its relation to each one of the clauses of the schedule by which he is governed, and to refuse to carry it out, if it does not, in his opinion, meet the test, is a proposal which, on reflection, I do not think you would expect us to seriously entertain.

Take the Acts passed by the Parliament of Great Britain. The principle is first decided on by the members of the Cabinet, or of the House of Commons, but to prevent the possibility of any misunderstanding, or evasion, the work of actually putting the principles into words, is assigned to the most cunning and skilful legal draftsmen who can be secured. After it is prepared by these men, and the principle of the bill has been approved by the Houses of Parliament, each clause is examined in detail by the Houses, consisting largely of eminent lawyers.

We find, however, that, after all these precautions against error or misunderstandings have been taken, in a great many of these bills becoming law, sincere and intelligent men place widely different constructions on the provisions of the law, and it sometimes has to go before the courts many times until a final interpretation is arrived at. The schedules by which the relations between the men and the Company are governed are framed, not by lawyers or trained logicians, but by plain business men, who bring to the task practical experience and knowledge, and in most cases, I believe, considerable natural ability. It is not contended that these schedules are framed to meet every condition which may arise in the operation of a railway.