

From my limited observation of the working of the law, I think it is a very good one. I had, however, another experience in my judicial capacity which brought to light what I consider to be a defect in the statute as it now stands. A Board of Conciliation had acted in connection with a dispute between certain coal miners at Strathcona, Alberta, and the mine operators, and an agreement had been drawn up and signed by the operators and a Committee of the men, which provided for certain rates of wages and for certain particular methods of working the mine which the men had asked for. Later on disputes arose and the men were led by the provisions of Section 62, which I presume you will have before you, to think that the Court could enforce this agreement to the fullest extent. They brought an action in the Court against the mine owners, and were led by the provisions of this section to ask for a decree for specific performance of the award as an agreement between the parties. The case was tried by myself and I felt bound to hold that the agreement was given no greater force or efficacy by the provisions of Section 62 than any such agreement would have had by the ordinary law in any case. To the extent to which the agreement had been broken I felt at liberty to give damages for the breach of it, but as you will very readily see I could not enjoin the mine owners to continue the employment of particular men who were day labourers practically, nor could I compel them by mandamus or injunction to work their mine in a particular way. The men had in fact ceased to work and had collected their wages, at the rate which they claimed, in a lower court up to the time when they ceased working. They then came into the Supreme Court and asked for this injunction and mandamus. They appeared to be very much disappointed that I could not give it to them, thinking that Section 62 gave them the right to ask for it. I had some trouble in explaining to them why I considered section 62 pretty much of a flourish, if I may use the expression, and why in that particular case at any it afforded them no wider ground for relief than they would have had under an ordinary agreement. The objection I have to Section 62 is that it raised hopes in the men which could not be realised.

With regard to your question as to whether in my opinion the Act might be extended to other employments, I do not think that I have had sufficiently wide experience to justify me in holding any very decided opinion upon the matter. Certainly from the working of it in the cases in which I was concerned, I see no reason why it could not be advantageously extended to, say, the building trade and other employments, but I do not feel that my opinion in this matter should have much weight with you.

I do not think I can say anything more except that I am very glad to reply to your letter and to give you the advantage of what limited experience I have had.

Yours very truly,