

Civil Service Superannuation

a month. I repeat; she was told that she would receive these cheques monthly during her lifetime or until she remarried.

Obviously the lady could not live on \$11.96 a month, so that in November of that same year, the year in which her husband died, she secured char work in the dominion public service. From November 16, 1936, until June 1, 1941, a period of four and a half years, she drew two cheques, her superannuation cheque of \$11.96 a month and her wages, which amounted to \$55 a month. When it is realized that those two cheques together, prior to the addition of the cost-of-living bonus, totalled only \$66.96 a month, no one can complain about the fact that she was receiving two cheques from the federal government, and until December 24, 1940, this was quite in order as far as the laws of the land were concerned. On December 24, 1940, however, the government passed order in council P.C. 21/7609, forbidding—amongst other provisions—widows of civil servants to draw two cheques from the government, in other words to draw a pension such as this widow was receiving and at the same time receive payment for work such as she was doing. However, the case of this widow did not come to the attention of the government until some months later, so that she continued to draw both cheques until June 1, 1941, at which time her superannuation was suddenly cut off. As a matter of fact on June 13, 1941, she received a letter asking for her to refund superannuation payments that had been made to her for the period from December 24, 1940, to June 1, 1941. To the honour of the government on this minor point I must say that a little later they passed another order in council removing the necessity for refunds of that kind. Certainly they could have done nothing less in this case, for this widow was in no position to make any such refund.

I came into the picture, as far as this particular case was concerned, in January, 1943, when I began to write letters and got in touch with the department concerned to see if something could not be done for this lady. It seemed to me that the claim of the widow was based on a definite contract from the government under which she was to receive \$11.96 a month as long as she lived. Only one stipulation was made when that superannuation was awarded to her, namely, that she must not remarry, and she had not done so. On February 11, 1943, the government passed another order in council, P.C. 5/1111, in which they reversed the position taken in the order in council passed in December of 1940 and granted permission to the widows of civil ser-

[Mr. Knowles.]

vants to draw their pensions and also receive pay from the government for work in the public service, provided that the two together did not total more than \$3,000. As soon as I saw that this order in council had been passed I quickened my activities on behalf of this widow, and it was not very long before the superannuation branch restored her pension rights as from February 1, 1943. Since that time she has been drawing her pension of \$11.96 as well as the monthly cheque she receives for her char work in the public service. I emphasize the fact that for four and a half years, up to June 1, 1941, this widow drew the two cheques totalling \$66.96. Also, since February 1, 1943, she has been drawing the two cheques. But during the interval of twenty months she was denied her superannuation payments. When I read the notice in which employees were advised of the order in council of December 24, 1940, I found in it words to the effect that superannuation payments of this kind were suspended, and would be treated as deferred benefits. The widow in question, and I with her, dared to hope that this meant she would get it again later on. That was what we thought "deferred benefits" meant, namely, that it was money being held to her credit which would be paid to her at a later date. In due course, however, I learned from the superannuation branch and from the Minister of Finance that this was not the case; that by "deferred benefits" in the order in council the government meant that the payment of the superannuation was suspended until such time as it might be restored by another order in council, or until such time as the widow in question might terminate her employment in the public service, but the amount withheld was never paid to her.

I have had a considerable volume of correspondence in connection with this one case, partly because I have felt that this woman has suffered a particular injustice, and also because of the information conveyed to me by the Minister of Finance that there are hundreds like her. It has a particular way of getting under my skin when I find people of this class and this standard of living being taken advantage of in this way. My complaint to the Minister of Finance was to the effect that a contract had been broken. In one of my letters to the minister, dated May 18, 1944, I said:

May I call your attention, as I have done before, to the terms of the letter which Mrs. . . . received from the Department of Finance, dated December 28, 1936, when she was advised that her allowance of \$143.56 per annum had been granted; it included this sentence: "This is