

the intention of the Act, but that the intention is that once they have given notice, they are to be at liberty, in case of bad faith or disagreement afterwards to strike. The amendment, it seems to me, would clear up that point, and put it beyond doubt that under such circumstances they could strike without having a re-hearing.

Mr. LEMIEUX. After the remarks of my hon. friend and after reading over the amendment, I may say that it was my intention that the Act should have such an effect. The intention of this Act, as I have stated many times, is to give the public a chance to know the real causes of the dispute before it becomes effective either by a lockout or a strike. Now, the parties may agree together; but they must be at liberty to have that agreement binding on them or not binding. Under these circumstances I will not object to the amendment.

Mr. CONMEE. I want to ask the minister a question. I am not so certain that the amendment as worded covers the point I have in view. Suppose there is a reference by the parties to the board, and then they come to a settlement and do not make their agreement a ruling so as to be enforceable, or the arbitration is discontinued. Then suppose one of the parties violates the understanding, would the employees be required to give notice of another hearing, or would they be at liberty to strike, having given the previous notice? I do not think they should be required to give a second notice.

Mr. LEMIEUX. My hon. friend has correctly interpreted that clause.

Mr. MONK. As I understand the legislation under consideration, there will be upon the labouring man, once proceedings have been initiated under this Act, an obligation to continue working as long as the investigation goes on. That is the principle to which I object, and I would like to point out to my hon. friend that it places our labouring men on a footing of inequality as compared with the labouring men of the United States. I have here the American Act, the only Act analogous to this one, 'an Act concerning Carriers engaged in Interstate Commerce, and other Employees.' That Act provides for an arbitration, both parties consenting, and the decision rendered by the arbitrators in the case of a labour difficulty is binding; but there is a proviso that during the pendency of the arbitration, 'no employee shall be compelled to render personal service without his consent.'

Mr. GALLIHER. He would not be here either. There is a difference between leaving one's employ and striking.

Mr. MONK. Here, according to section 60, he is liable to a fine if he leaves the employ for the reason that has given rise to the dispute.

Mr. CONMEE.

Mr. GALLIHER. There is a difference between a man refusing to work at any time, even during the pendency of the reference, and a strike. A strike means concerted action on the part of a number of individuals, but a man individually may quit work whenever he likes.

Mr. MONK. Under the American Act concerning carriers engaged in interstate commerce, the sentence of the arbitrators is deposited with the Circuit Court and may be enforced by that court, but there is nothing to compel any labourer to go on working. Under this Bill, however, he cannot leave the work, whether on strike or individually.

Mr. LEMIEUX. A strike and leaving work are two different things.

Mr. MONK. Under this Bill, if a man does not wish to wait for an investigation and decides not to go back to work, he is liable to be fined.

Mr. GALLIHER. You could not punish him in that case.

Mr. LEMIEUX. The object of this measure is to prevent a strike or lockout before an investigation takes place. Is not that the object of the American legislation to which my hon. friend refers?

Mr. MONK. As I understand this Act, should a difficulty take place among the railway men, they may submit that difficulty by common consent to arbitration. Once it is submitted they must remain in statu quo just as in the Bill of my hon. friend, and they must abide by the decision of the arbitrators, and that decision can be enforced by process of law. But the liberty of the labourer to quit work is guaranteed because he cannot be compelled to perform personal services and cannot be punished if he refuses. But under my hon. friend's Bill, if he should leave work, after the proceedings are initiated and a board appointed, he is liable to fine and imprisonment.

Mr. DUNCAN ROSS. Suppose the two parties submit their dispute to a board and the board gives a finding to which both parties agree, and which is binding on them during a certain period. In the meantime let us say that the men accuse the company of not living up to the agreement and the company deny the charge. That was the case which caused the strike at the Crow's Nest Pass. Who is to be the judge as to which contention is right?

Mr. LEMIEUX. Under section 65, when both parties agree to be bound by the finding of the board, that agreement can be enforced by any court of law just as any other agreement. If either party complains that the other is not living up to it, that will be a matter for the courts to decide. And the judgment of the court would be