

third part the hon. member is also mistaken, let me first draw his attention to its wording. He says:

To effectively carry out the agreement made with the government on the faith of which the men at once offered to return to service.

My hon. friend saw that it was necessary to make out a case in that connection, for he spent some time in the endeavour to show that the agreement was with the government and not between the parties. There I take issue with him. The agreement was not with the government, but was between the parties to the dispute, the Grand Trunk Railway Company on one hand and the organizations involved in the dispute on the other. They were the parties to the dispute, and they were the parties to the settlement. The government helped to bring about an agreement—brought the parties together and, through its representatives, assisted the parties in trying to reach satisfactory terms. But the agreement was an agreement between the parties to the dispute, and the best evidence of that is that one party is now saying that the other is not carrying out its agreement.

Mr. BLAIN. Was not the understanding with the Minister of Militia and my hon. friend (Mr. King) a part of the agreement? That is the part that my hon. friend from East Hastings (Mr. Northrup) was complaining about?

Mr. KING. If my hon. friend (Mr. Blain) likes to regard it as part of the agreement—

Mr. BLAIN. I am asking if it was not part of the agreement.

Mr. KING. The agreement would not have gone into effect if that understanding had not been given—I will say that. But the question of the understanding having been given is not the question in dispute.

Mr. BLAIN. Did not the hon. minister regard it as part of the agreement, though it was not written?

Mr. KING. I regard it as part of the settlement, certainly; but it is not that part that is in dispute at the present time. I will explain that situation a little more fully. I fortunately happen to have retained a paper which was used during the course of the negotiations, and by a reference to it I think I can make perfectly plain to the House exactly what took place in regard to these words to which reference has been made. I have stated that, on Saturday afternoon—about three o'clock, I think it was—my hon. friend (Sir Frederick Borden) and myself had succeeded in getting the company and the men to meet. Mr. Hays and his officers sat on one side of the board, and Mr. Garretson and Mr. Lee, representatives of the men, on the

other. The Minister of Militia and myself, with the solicitor of the company, and Mr. Wainwright, the vice-president, watched the proceedings. We took little or no part in negotiating the terms of the agreement. The award of the Board of Conciliation was made the basis of discussion and the two parties debated every clause in that proposed settlement. They would get to a certain length, and then break up. But we would get them together again, to see if we could not get a little further. By about nine or ten o'clock, it was thought that a settlement had been practically reached. There were only three main questions to decide—first, as to the reinstatement of the men; second, the rate of wages; and, third, the rules of the company and the method of payment. As I remember it, Mr. Hays, as the representative of the company, had a draft made of what was the tentative agreement all were discussing, and typewritten copies were made in his office and brought up and made the basis of further discussion. Copies were handed to the men on one side; Mr. Hays and his officers had copies; and Sir Frederick Borden and myself were given copies. I have here the copy which I had at that time. I will read the settlement in full, because it will make plain the nature of the discussion:

The company will put back as soon as possible the men, other than those who have been or may be found guilty of acts of violence or disorderly conduct, the understanding being that there is to be no coercion or intimidation used towards the new men.

The company will put into effect on May 1, 1910, the rates named in schedule of rates dated July 18, 1910, those rates to be embodied in the present schedules now in effect on this line, it being understood that those rates shall in no instance affect a reduction in any existing rate.

The company will on January 1, 1912, make effective on the Grand Trunk railway the rates of pay and the rules contained in the schedule or agreement on that date in effect on the lines of the Canadian Pacific railway east of Fort William.

Now, I have written in one corner of this document the words used by Mr. Hays to the men when he presented this schedule—'If I take the last two, will you take the first one?' In other words: 'If I give you rates of wages, to go into effect, May 1, 1910, in accordance with the schedule you want, and if I agree on January 1, 1912, to make the rules of my road similar to those of the Canadian Pacific railway at that time, will you on your part accept this clause which says that the Company will put back, as soon as possible, the men who are not found guilty of violence or disorderly conduct?' So, the question narrowed itself down to the acceptance by the men of the first clause on condition that Mr. Hays would accept the