

## ADDENDUM

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Ottawa, Canada

By Hand

Mr. A. J. MacLeod,  
Department of Justice,  
Ottawa, Ontario.

Dear Mr. MacLeod:

Re: Amendment to the Criminal Code,  
Your File No. 165000-3

This will acknowledge receipt of your letter of March 14th. I have discussed the amendments which you have suggested with Mr. Donald MacDonald and Dr. E. A. Forsey. Their opinion is—and I am in agreement therewith—that your suggested amendments do not meet the objections which were raised by the Canadian Congress of Labour.

You will recall that in the brief which was submitted to the Special Committee of the House of Commons and to the Honourable Minister of Justice, the point was made that the Criminal Code is no place to make provision for regulating relations between management and labour. It was pointed out that the Industrial Relations and Disputes Investigation Act provides for specific penalties for illegal strikes and there does not appear to be any justification for imposing additional penalties by way of Sections 365 and 372. The suggested amendments have the effect of making criminal offences of illegal strikes. At our meeting with the Minister of Justice, the Minister pointed out that the responsibility of the Commission which was appointed to revise and consolidate the Criminal Code is not to make new law, but to codify existing law. We submitted at the meeting that both Sections 365 and 372 contain provisions which do not appear either in the present Criminal Code or in any of the previous Codes. Certainly the suggested amendments represent new law.

If it is considered to be desirable to enact Sections 365 and 372, then I have been instructed by the Canadian Congress of Labour to recommend the following amendments, namely:

365. (2) No person, being the employee of an employer or a member of an organization of employees formed for the purpose of regulating relations between employers and employees wilfully breaks a contract within the meaning of sub-section (1) by reason only that he stops work as the result of a dispute between the trade union representing him and his fellow employees and his employer.

(3) No trade union wilfully breaks a contract within the meaning of sub-section (1) by reason only that it authorizes stoppage of work by employees represented by such trade union as a result of a dispute between the employer and the trade union acting as bargaining agent on behalf of a groups of employees.