

# IMPORTANT RULING ON LABOR MATTER

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Pay a Forfeit

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A very important judgment affecting the relations between employer and employee has just been rendered by Mr. Justice St. Pierre in the case of the Master Plasterers' Union against the Montreal Workmen. This was an action resulting from the accepted price of thirty-three cents and one-third per hour, but that they would insist upon their wages being advanced to forty cents per hour for a nine-hour day's work.

As a result, the master plasterers signed an agreement for their mutual protection, in which they stipulated as follows: The subscribers and each of them severally bind themselves to pay into a fund the stipulated damages for the violation of any clause in the present agreement, the sum of \$500. As an admission of said liability for the violation of any clause of said damages, each of the said subscribers shall give a note bearing date not later than July 10, 1905.

On the 10th of July, 1905, the Master Plasterers' Association who signed this agreement were Knott & Gardner, and they duly gave their note as above mentioned. The journeymen plasterers went on strike in the middle of the month of July, and in consequence of their engagement and yielded to the strikers' demands by paying their money to the strikers.

On being informed of the action taken by Knott & Gardner, the association decided that these gentlemen were in violation of the clause of the \$500 agreed upon and on Sept. 28, 1905, the present action, based upon the agreement, was brought before the court, taken out in the name of the three trustees, and served upon them.

Knott & Gardner related the action of the first of their principal plaintiffs by their present action the plaintiffs seek to have the courts enforce the agreement and agree that it is in effect, an illegal conspiracy to oppress and restrain the free exercise of contract and the right to procure the defendant and the such wages as a legal freedom of contract would allow and that the said agreement, and particularly the specific clauses hereinafter set out, are null and void, oppressive, and constitute an attempt to create a trust or combine prohibited by law.

Before dealing with the main question as to whether the coalition or combination of the master plasterers was an unlawful one, the learned judge stated in this case, the learned judge took up this other question: Was the action of the strikers a lawful one? He found that the strikers had put on their light at noonday that if the journeymen plasterers were not violating the law, the strikers had no right to combine in order to secure advanced wages their employers could not possibly be guilty of any wrong, either in law or in fact, in refusing to pay for the purpose or resisting their demand and by the same means, of protecting themselves.

On this question of strikes, the court held that formerly the fact of forming a combination for the purpose of obtaining a higher price of wages could be a conspiracy, punishable by law, but times have changed, notions more humane and more in accord with reason have taken the place of the old, and civilized countries the world over workmen are permitted to unite together for the purpose of obtaining legislation has intervened to sanction such rights.

His Lordship then added: "It being shown that the journeymen plasterers have done nothing to put the strikers at fault they had a right to do in joining together for the purpose of obtaining a higher price of wages, and it was not enough in my opinion, to bring us to the conclusion that if the action of the journeymen plasterers was lawful the employees was lawful in action of the journeymen plasterers was equally lawful when it is shown that all they did was simply to club together in order more effectually to oppose it."

After quoting authorities<sup>1</sup> in support of his opinion, the learned judge then went on to deal with the question of the penal clause included in the master plasterers' agreement, and came to the conclusion that it must be held to be null and void, and he never withdrew from the coalition. They never notified their co-subscribers of the action they were taking. They never claimed back their five hundred-dollar note. Without giving notice to any one, without a word of explanation, they went out to strike the strikers' demand. Under those circumstances it is clear that they thereupon rendered themselves guilty, and they submitted to the obligation of paying the penalty which was to be the price of their defection. This note is a debt payable in respect of stipulated damages. The evidence shows that the damages suffered by the members of the Master Plasterers' Association as a consequence of defendants' defection were far in excess of the amount now claimed from them.

On the 10th of July, 1905, the action must be maintained for the full amount of \$500, with interest and costs.

**The Lord of Creation**

How great is Man! He stays the storm  
And tames the lightning, makes the sea stand still;  
He flings round the clouds and sends his  
Hills through heaven-piercing hills.

He climbs Mount Aetna's smoking sides  
And tames the earth's great fires to law;  
But climbs a tree, so Rumor says,  
In terror of a mother-in-law.

—C. W. Cope, New York

**The Statesman's Man**

On a midday journey Mrs. W., the wife of an M. P., discovered that her umbrella, which had been entrusted to the porter, was missing.

"Where's my umbrella?" she demanded.

"I'm afraid I've forgotten it, my dear," meekly answered the M. P.; "it must still be in the porter's hands."

"In the train?" snorted the lady. "And the porter is a man who is not to be trusted? You are entrusted to a man who does not know enough to take care of a woman's umbrella?"