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TO THE HOUSE OF COMMONS of the Report of the Commissioners appointed to inquire into complaints respecting the treatment of labourers on the Crow's Nest Pass Railway.

The Honourable CLIFFORD SIFTON,
Minister of the Interior,
Ottawa.

OTTAWA, 30th April, 1898.

SIR,—We beg to transmit herewith our report on the Crow's Nest Railway inquiry, together with the commission issued in that connection, a summary of the evidence, and all exhibits filed with us save those which were received on the understanding that they would be returned.

We have the honour to be, sir,
Your obedient servants,

C. A. DUGAS,
FRANK PEDLEY,
JOHN APPLETON,
Commissioners.

REPORT OF THE COMMISSIONERS IN *RE* CROW'S NEST COMPLAINTS.

To the Honourable CLIFFORD SIFTON,
Minister of the Interior,
Ottawa.

SIR,—The undersigned, Calixte Aimé Dugas, Francis Pedley and John Appleton, having been appointed by His Excellency the Governor General in Council, in virtue of a commission dated the 15th day of January, 1898, issued under the Great Seal of Canada, and under the provisions of the Revised Statutes of Canada, Chapter 114, to make inquiry into certain matters as in said commission mentioned, namely, to the effect that immigrants from different parts of Great Britain and other countries, as well as other persons who have been and are engaged in the construction of the branch line of the Canadian Pacific Railway, known as The Crow's Nest Pass Railway, have received since their employment with the Canadian Pacific Railway, their contractors, or agents of contractors, on said railway, harsh and unjust treatment in the matter of wages, board, lodging, clothing and supplies, and also into any other matters relevant to the purpose, have the honour to report:—

That according to the orders we, Calixte Aimé Dugas and Francis Pedley, started from Ottawa for Macleod on the 15th day of January, 1898, stopping on our way, one day at Winnipeg, where we were joined by Mr. John Appleton, to complete the Com-

mission, the three of us continuing our journey to Macleod, where we had to wait until the 3rd of February for the arrival of the above Commission. In the meantime we took advantage of our presence there to gather information and to familiarize ourselves with the condition of the construction works, and with matters generally concerning the object of our mission.

At half-past two in the afternoon of the 3rd February, the said Commission was publicly opened and read in the court room of the Mounted Police, due notice having been given of the same.

Thirty-four witnesses were heard in Macleod to the 15th February, when we proceeded to Pincher Creek, where, accompanied by Inspector Cuthbert, Mr. Costigan, advocate, representing Mr. M. J. Haney, the manager of construction, and Mr. McCarthy, secretary to Mr. Haney, we visited in the afternoon the camps situated at Seventh Siding, at four miles from Pincher Creek, also those on South Fork Crossing, where we found some men working, who, having been duly notified that we were there to hear statements or complaints, declared that they had none to make. Returning to Seventh Siding, we there visited several boarding cars.

One witness only was examined at Pincher Creek, which we left during the afternoon of the 17th February, having been delayed half a day by stormy weather. We made 15 miles in the afternoon, and reached Eddy's camp, where we passed the night, starting in the morning for Sulphur Spring, where we took our dinner and examined one witness, leaving afterwards for Crow's Nest Lake, which we reached between five and six. Crow's Nest Lake is 70 miles from Macleod, and at that time about 40 miles from the end of the rails.

On the 18th we visited the different camps of Messrs. O'Neil and Ferguson, contractors for that section, and heard thirteen witnesses. We left Crow's Nest Lake on the morning of the 19th, and made our first stop at Bull Head, at about 12 miles from Crow's Nest. There we heard one witness, and immediately afterwards reached the third camp of contractors O'Neil and Ferguson, where five witnesses made statements. Having reached Macdonell's camp at Michel Creek at about six o'clock, we, during the night, examined two witnesses, the day following, fourteen, and twenty-nine on the 21st and 22nd. In the afternoon of this last day we visited the different camps on the loop line, belonging to Messrs. McGillivray, McCrimmon, Wellman and Boomer, having previously seen Birmingham and Godfrey's camp near by, after which we started for headquarters, stopping over at nearly all the camps on our way, and having the men notified that we would be there to hear them if they had any complaints or statements to make. Those camps were Doheny's, Connolly's, Haverty's, Tiernay's, Guy Campbell's and others.

At headquarters we opened proceedings on the 23rd February at half-past nine, and there heard 38 witnesses. Leaving this latter place on the morning of the 24th, we arrived at Coal Creek at about half-past one in the afternoon, having on our way, passed Hugh Mann's camp, which we visited and where we heard him as a witness. On reaching Coal Creek we immediately proceeded to Coal Creek coal mines, distant about 5 miles, where we found four Welshmen and one French Canadian, whom we heard as witnesses. Having slept at the coal mines, we returned in the morning at half-past seven to Coal Creek, and heard two witnesses under oath, and others who made verbal statements, of which we took note. Leaving Coal Creek in the afternoon of the 25th, we reached Engineer Brunell's camp between five and six, about twenty miles from Coal Creek where we passed the night, hearing one witness in the meantime. At half-past eight on the morning of the 26th we started and reached Hoskin's camp at about 11 o'clock, visiting several camps on our way, and notifying men of our presence and our mission. At Hoskin's camp we heard two witnesses, and left after dinner, at half-past two, reaching Wardner at about six at night, giving on our way the same notices, and making some inquiries and some visits at the different camps we came to. At Wardner on the Sunday, the 27th, we had notices posted to the effect that we would have a sitting at Wardner Hotel on Monday morning, the 28th, and in fact we then and there heard ten witnesses. Leaving Wardner on the Monday afternoon, the 28th, we reached Fort Steele at six p.m. On the 1st day of March, having had notices given,

Crow's Nest Complaints.

we had twenty-six witnesses before us, twenty-five of whom belonged to Major Bowles' camp, 7 miles from Fort Steele, the other one being Mr. Armstrong, Gold Commissioner, and magistrate of the locality.

We started from Fort Steele after dinner towards Cranbrook, stopping on our way at St. Eugene Mission, at about 8 miles from Fort Steele, where we saw several sick persons in the public hospital belonging to the mission. We noticed that a large and comfortable hospital was being built alongside for the use of the company.

We reached Cranbrook at about 9 p.m., and slept there, and made for Moyie Lake next morning, the 2nd March, hearing one witness and visiting Messrs. Cowan and O'Neils, and Macbeth's and Peter's camps. We proceeded in the afternoon to what is known as Logging Camp, in charge of one Mr. Sutherland, C. P. R. agent, and there, on the 3rd, we examined one witness. In the morning we left for what is known as Twenty Mile House Camp, near which is contractors McMartin & Company's camp, and on the 4th we arrived at Goat River Landing. This was on a Friday, and we had to wait there until the Sunday afternoon for the boat to Nelson. During these two days we examined two witnesses. Leaving on the 6th by boat, we reached Nelson at night, and on the 7th heard two witnesses. In the afternoon we started for Revelstoke, which we reached on the 9th, and Canmore on the 10th, where we heard twelve witnesses, all Welshmen. Leaving Canmore at 11.30 p.m. we arrived at Calgary at about three in the morning. On the 11th and 12th we had before us seven witnesses.

Starting from Calgary on the 12th March, we arrived at Winnipeg on the 14th at 10 a.m., and held sittings there, during which ten witnesses appeared before us.

Starting from Winnipeg, on Thursday the 18th day of March, at 2 a.m., we arrived at Ottawa on Sunday the 20th, where up to the 26th we examined 43 witnesses.

Having adjourned our investigation at Ottawa on Saturday, the 26th March, we left for Montreal, where we held our sittings until the 31st, hearing in the meantime sixteen complainants, after which our investigation was declared finally closed.

We wish it to be noticed that during the course of our investigation we especially inquired about the presence of immigrants, and more particularly Welshmen, and that the only persons of that class whom we could meet are those who have given their depositions, and to whom a subsequent reference will be made.

The aggregate number of witnesses examined by us is 282.

In addition to the persons examined as above stated, we interviewed large numbers of men, from whom information was procured which, in a certain degree, assisted us to obtain an accurate understanding of the condition of affairs, but whose depositions under oath we did not deem worth while to take.

The length of the line which the Canadian Pacific Railway Company intend to build is 330 miles, but there is now under construction only 287 miles, extending from Lethbridge to Nelson. The construction from Lethbridge to Kootenay Lake is under the management of Michael J. Haney, Esq. The first 50 miles were commenced on the 14th of July, 1897, and the second 50 miles a week later. It is well to understand that the distance between Lethbridge and the foot of the mountains is between 70 and 80 miles, and between Lethbridge and Crow's Nest Lake, about 100 miles, whilst between Macleod and Crow's Nest Lake it is 70 miles, and between Pincher Creek and Crow's Nest Lake about 40 miles; Lethbridge being about 32 miles east of Macleod, and Pincher Creek about the said distance west, there being between Lethbridge and Pincher Creek another distance of about 60 miles.

The work generally has been let to contractors, each contractor having sections varying from one to ten miles in length, with the exception of the contract given to Mr. Armstrong, at Armstrong's Landing, which is about 60 miles to the extreme west of the present construction; but the bridge work on the first 100 miles, and the track laying, ballasting, and station houses were and are made by the company themselves, and in British Columbia, that is, from Crow's Nest Lake, the clearing, grading, and tote road were and are being done by the company. There are about thirty contractors in all.

A general system has been established by Mr. Haney, applying to contractors and sub-contractors alike, and which may be summed up as follows:—

Scale of wages to 1st February for ordinary labourers fixed at \$1.50 a day, they paying \$4.00 a week for board.

Since the 1st of February wages have been raised to \$1.75 a day and board to \$5.00 a week.

Transportation to Macleod fixed at one cent a mile, to be charged in all cases, and to be deducted from wages, though, at the latter part of September, being in need of men, instructions were given to agents at Winnipeg to send 500 men free of transportation. This order remained in force during two weeks the rule being to charge one cent a mile, the contrary being the exception.

Reception agents were appointed at Macleod to receive, board, and lodge the men as they arrived.

When intended for the company's service, men were charged transportation only from Macleod to the work, being boarded free in the meantime, whilst those allotted for service under contractors, if sent to the works by the company, cost of transportation either by rail to Macleod, or from there to the work, and board, would be charged to contractor, who afterwards deducted such cost proportionately from wages.

Deductions for transportation in one way or the other were to be made on the first pay day after the arrival of the men, though, in special cases, verbal instructions were given to distribute the same over two or more months.

Where free transportation is specified in contract, nothing is charged to men or contractors.

The responsibility of transportation from Macleod to the work is thrown upon contractors to whom the men are directed.

The first agreements, forms 277 and 277c, mentioned only that the engagements were with the company, but to make it clear that the men could be transferred to contractors the form was revised to the effect at the latter end of September.

Contractors could hire men themselves, but all had to accept scale of wages fixed by Mr. Haney, the object of this being to prevent one contractor engaging another's men.

The largest number of men who, until the 3rd of February, had been employed at the same time on the road, was about 4,500. At that date there were about 4,000.

Discharged men, and men leaving of their own accord numbered about 500 in all.

There are no means of retransportation home provided for either class of men, though sick and disabled men are sent home free.

The board for the company's men is supplied by contract by Mr. Smith, the board due by the men being deducted from their wages and paid to Mr. Smith.

Men can be discharged at any time without notice by company and contractors, whilst the men are to give fifteen days notice when intending to leave work.

There is no regular inspection of camps, the doctors having charge of these.

Pay day is on the 15th of each month.

The contractors are paid according to their estimates, and then pay their men.

Discharged men receive time cheques from foreman which is certified by contractor's book-keeper. The time cheque shows the time the man has worked, the amount of deductions to be made for board, supplies, medical attendance, mails, &c., and fixes the balance due which is presented to and paid by the contractors.

The wages of the men brought by the company are guaranteed by the company.

There are instructions to pay discharged men in cash. Should contractors fail to do so, the company would. When men leave of their own accord, it is optional whether they are paid in cash or on regular pay day.

Fifteen days of back pay is kept until final settlement.

Dr. Newburn is the chief medical officer of the road, with four assistants until the 3rd of February, when two more are to be appointed.

Public hospitals used at Lethbridge, Macleod and Nelson.

Company's hospital at St. Eugene.

At various points on the line there are stations for accommodation of men with mild forms of disease, and those on their way to the hospitals.

Medical fees fixed at 50 cents per month.

Mail fees (optional) 25 cents per month.

Medical fees provided for expenses from the time men are put on the sick list until they are reported well.

Crow's Nest Complaints.

When a man is sick in camp he is charged for board, not so when he is in an hospital.

When a man does not work for insufficient reason he is charged 35 cents a meal by contractors, but discharged by the company.

Return transportation is not provided for, or intended to be provided for.

Two pairs of blankets are necessary for ordinary comfort.

As far as Crow's Nest Lake, the company pays Smith \$4.00 a week, beyond that point west \$5.00.

Under monthly engagements men are supposed to work 26 days.

The fixed rate of wages is the current rate in that part of the country.

Fixed \$1.75 a day and \$5.00 board after consultation with contractors and men, having learned that this rate was more popular.

Men by whomsoever engaged, to be paid by the company out of moneys due to the contractors.

Besides those hired for the company Mr. Haney upon requisitions would help in procuring men for contractors. To that effect he appointed several agents, Mr. J. B. Charleson at Ottawa, Mr. William McCreary, and later Mr. Calder, at Winnipeg, and Mr. Guertin at Montreal. Mr. J. B. Charleson was appointed sole agent from Fort William east to Montreal. A first form of contract (form 277) was furnished.

Telegrams were sent by Mr. Haney to Mr. J. B. Charleson on the 17th of July, 1897, instructing him to hire 500 axemen at \$1.50 a day with the understanding that they should be charged \$4.00 a week for board,—and six cooks at \$40 to \$50 a month.

It having been found that men could not be hired under conditions first fixed by Mr. Haney, subsequent telegrams were exchanged between Mr. Haney and Mr. J. B. Charleson, when finally, on the 20th of July, Mr. Haney gave orders to the latter to hire 100 good axemen at \$20 to \$26 per month and board, with six cooks at prices fixed in the previous telegram, to wit, from \$40 to \$50. One, Hermenegilde Magloire X. Roy, was then charged by Mr. Charleson to hire these first 100 men, and the result was that on the 24th July, Roy started with 115 men which, by his deposition (No. 93) he acknowledged having hired at \$20 to \$26 per month and board, and food to be furnished them on the journey. With the exception of a few, all the contracts which Roy had signed were blank as to wages, and the reason given for this was that the rate being from \$20 to \$26, it was left to Mr. Haney to fix the amount according to the ability of the man.

Still, there were some contracts specifically fixing the wages at \$26, as Roy considered the men hired thereunder, as particularly good axemen, who, besides refused to sign unless the amount of their wages which they were to receive would be specially settled. The length of service and character of work generally, also were not specified, but they were all told verbally that they were to work as axemen, and be paid as such. Roy states, that having specially asked Mr. J. B. Charleson as to the fare, he answered that it would be all right, understanding this to mean that it would be free, and that this is what he represented to the 115 men he engaged. He also understood and represented to the men that they would be fed on the road, that their time would commence from the day they arrived at Macleod, and that there they would be furnished with blankets. On leaving, Mr. Charleson gave him tickets for the men and handed him \$40 to buy them food for the trip. Having reached Macleod on the 28th July, at 8 p.m., Roy reported to Mr. Harwood, the accountant of the company, and there tried to obtain blankets for the men, but failed. At Macleod, those men were kept nine days idle, and on the 6th of August they were ordered to leave for Crow's Nest Lake, at a distance of 70 miles. During the nine days kept idle at Macleod, the men were under tents, and without blankets, the company stating they had none in stock, and the men complained of suffering from cold during the nights. On or about the 23rd of August these men, hearing that the company intended to deduct their fare from Ottawa to Macleod, and transportation from Macleod to the works, took advantage of the presence of Mr. Haney at Crow's Nest Lake to send a deputation of two (one Frenchman and one Englishman) in order to inquire about the same, and as to whether they would be paid for the nine days passed at Macleod. But,

according to the report of these two men, no satisfaction could be had, and one of them, Laferrriere with one Dupont, was the day after discharged. In his testimony Mr. Haney said they had been reported to him by P. Nash, under whose charge the men were, as being ringleaders, and that this was the reason for his discharging them.

This charging of fare under the circumstances, and after the representations made by Roy to those 115 men, the non-payment of wages from the time they reached Macleod to the time they began work at Crow's Nest Lake, and the charges for transportation, were the first principal causes of discontent.

Other reasons were, that having been hired as axemen, they had to work with pick and shovel for weeks; and having been engaged by the month at \$20 to \$26 and board, they were deducted for Sundays and for days they could not work owing to bad weather, or other circumstances over which they had no control, and that on these days they were charged for their board. This seems to have discouraged them, and as a result some left and returned to Macleod to get information and to discuss matters with the head officials, as they could not obtain satisfactory explanations from those immediately over them, such as the walking bosses, time-keepers and district superintendents, and others left with the determination of not returning to work.

In the meantime one Noé Landry, hotel-keeper at Hull, had been asked by Mr. J. B. Charleson to hire other men, and in fact, from the end of August to the end of September Landry did send some 200 or 300 men engaged under the same form of contract, but more particularly, Landry says that he insisted that the men should be hired by the month, and that the month should consist of twenty-six days, and he adds that he specially asked Mr. J. B. Charleson whether those men would have to pay their transportation to Macleod, or to the place of work, to which he was answered no; that the company would transport them free, that this is what he represented to all those whom he hired until the end of September, and that the form which was produced to him, and which he had signed by and for the men is form 277, the blanks being generally filled at the rate of \$20 to \$26 per month and it being added "twenty-six working days, with board." Afterwards, the second form of contract was furnished to him, and Landry adds that under both forms he always answered to those who inquired, that it might be, that after having worked at least six months, the company would make a reduction on the rate to return home, but he affirms that he never said this would be obligatory on the part of the company. The first form which is attached to Landry's deposition, hired the men for the company only, giving to the company the right to end the engagement at any time without notice, and submitting the employee to give fifteen days' notice of his intention to quit the company's service. The second form specifies that although the men are engaged for the company, and to work for the company, they would be obliged to work for any contractor with whom the company would secure them work for a period of at least six months, or such longer period as the company or contractor might require their services.

From that date, the latter part of September, the men seem to have been engaged at \$1.50 per day Sunday excluded, and that they would have to pay \$4 a week board.

Landry swears that under the last form he represented to all whom he hired that they would have to pay their passage to Macleod at the rate of one cent a mile, and that he never said to any one of them that after three months work or more, they would be reimbursed the same, or that they would get a reduced rate, or a free pass home, and he adds that he represented to all that it was more prudent to bring their blankets, not knowing whether they would be supplied free or sold by the company.

Landry is generally contradicted by the men we have heard engaged under the last form of contract, and they themselves do not each give the same version, some pretending that after three months the fare paid up to Macleod would be reimbursed; some admitting that there was no reimbursement to be made; some saying that after six months they would be entitled to return either at the reduced rate of one cent a mile or free. It is difficult to form an opinion as to who is speaking the truth, but it seems that even under the last form of contract some verbal representations were made in such a way as to induce the men to start at all hazards, leaving them to understand that the company, as well for their trip to go up as for their return, would deal with

Crow's Nest Complaints.

them liberally. In the meantime men were engaged at North Bay, Renfrew, Pembroke and in the surroundings and sent on the works by Mr. W. G. Charleson. Several of those (about seventeen or eighteen) were heard, and their pretensions also vary as to the fare going up and coming back, some saying that having paid \$2 to the employment agent, they understood this was all they had to pay in order to be transported to Macleod; others admitting that nothing was said, but that having to work for the company and travel on their own line, they expected and understood that no fare was to be charged; others, and this is the majority, declaring that they were specially told that after three months work the fare up to Macleod would be reimbursed to them, although first deducted from their wages, and that after six months they would be returned free or at a reduction of one cent a mile. Mr. W. G. Charleson, being examined on these points, denies having affirmed any such thing, but adds that representations having been made to him that such were the conditions stated to other men engaged by other sub-agents or contractors, he answered that what was done for others would be done for them by the company, or that the company at all events would deal with them squarely.

We have had no complaint on that score from any men engaged at Winnipeg and west of Winnipeg, with the exception of one man named James Horner, whose contract mentions that he is entitled to free transportation, whilst he was charged therefor.

Men were sent also by Mr. McCreary, the Commissioner of Immigration at Winnipeg, and it is right to say that none of them complained of misrepresentations.

The first batch sent from Ottawa under Roy, having begun the wagon road at Crow's Nest Lake, continued their work west. They were soon joined by a number of other men hired either by Noe Landry or W. G. Charleson. It having been circulated that fare to Macleod, and from Macleod to the works would be charged, and that they would not be paid for the time lost at Macleod, and during the journey to the work, six of them left immediately, and eighteen, headed by one Zepherin St. Amand, at the end of September, when it was found that the rumour proved to be true, and besides that their wages were deducted for days during which they were laid off through bad weather or uncontrollable circumstances. They were then at Wardner distant about 125 miles from Macleod. Food was refused to all of them on leaving, also to the last gang at headquarters, after a 35 miles walk without eating, and although they offered to pay for the same. This seems to have been in obedience to general orders given at company's camps. Liver and beef heart, though, could be had from a butcher 12 miles further on which gave them three meals without bread, and sustained them to reach Crow's Nest Lake, where they could get all they wanted to help them to continue their journey to Macleod.

A few days after these men left, through some accident, the food began to fall short in the same camp, under Mr. P. Nash, and, according to the men, this had been noticed for two or three days before the Friday noon when at breakfast and at dinner, they saw they were fed upon what they considered was not sufficient to sustain them while working. It is averred further that their foremen, Brown and Patton, acknowledged that they could not work upon the food given them, whilst, on the other side, Coleman Godfrey, then foreman, and Mr. Charleson, then time-keeper, when examined, declared that although acknowledging a certain deficiency in food, they believe there was enough in quality and quantity to permit the men to work. Besides the men affirm that the cook told them that there would not be enough food to feed them any longer, upon which they refused to go to work, and matters stood in that condition until the return of Mr. P. Nash, who had gone for provisions, and who came back on the Saturday night. Having apparently taken information from the walking bosses and time-keeper as to what had happened, he, on the Sunday morning discharged fifty-four of these men. They were at that time about 130 miles from Macleod. It is affirmed by the witnesses heard as to this fact that Nash, not only at first refused them food to keep them on the way, but also sent somebody ahead of them, or went himself, to give orders at the company's camps not to feed them on their way. There is no positive proof to that effect, except that at first Nash did give orders to his cook not to give them any provisions, and that it was only upon their threats that they were permitted to take what they could lay their hands on in the kitchen, and which was sufficient to feed them for three meals. It is further declared that Nash in the meantime threatened to blow the brains out of those who

would dare enter the kitchen for food. On the road, the fifty-four men were really refused provisions, and whilst Nash himself denies having given a special order to that effect, Inspector Saunders declares, that Nash admitted to him that he had given orders to the camps not to supply them with food, as he wished to teach the other men a lesson. These men leaving by detachments, assert that they suffered a great deal of hardship on their way, many of them going towards Macleod, destitute, without food, sleeping in the open, suffering from cold, and having before them a long distance to walk; a few taking other directions, and, more particularly the three Welshmen whom we examined at Coal Creek Mines, who, after leaving on the Sunday morning, walked until the Tuesday night, sleeping also in the open, and having their first meal only at the mines on that day. At about that time, three men, Stephen Leclair and two others (deposition 163) who were working at four miles from the camp, received a letter from Nash informing them that they were discharged. It was on a Sunday. They immediately went to the camp, which they reached during the night, and were refused admittance, and would have slept in the open if they had not been received in the prospector's shanty in the neighbourhood. The reason given for discharging them was, that having worked for Keith & Fitzgerald they should have remained with them. These men represent that they were not obliged to do so, as their contract was with the company.

The work on the wagon or tote road was continued under Nash during about one month and eight days, and then his men were put under the guidance of Brown. It is averred by some of those who continued that work that they suffered a great deal from cold under tents, having generally no stoves until the beginning of January, and from being fed at times with frozen provisions, and this lasting during two or three weeks.

Mr. Haney says that at least two pairs of blankets are necessary for protection against cold in ordinary circumstances. Men who had more than one pair were very rare exceptions.

Tents had to be removed from point to point periodically, as the ~~work~~ progressed and it happened that men, after quitting their work at six o'clock, would have to pitch their own tent, on the frozen earth, often covered with snow and ice. The tents not being provided with stoves the men's suffering was intensified by their clothes being wet, after working amidst snow and snow droppings from the trees, and having no means of having them dried. A common result of this was suffering from rheumatism and colds.

Under the first form of contract, 277, the men were engaged for the company, and either on reaching Macleod or after having worked a certain time for the company, hundreds of them were sent to work under contractors or sub-contractors. The first batch so hired by Noe Landry, numbering about fifty, were sent to Macleod under the direction of one McNab. They left on the 27th August. Although destined from the very beginning to contractors Keith & Co., McNab was made aware of it only on the day after they had reached and the men themselves only 9 or 10 miles after they had left Macleod. The camp of Keith & Co. then was at 50 miles from Macleod. Before beginning the work Antoine Proulx and one John Galarneau were sent to inquire from Keith as to the conditions under which they would work for them, representing that they had been hired by the company, and for the company at \$20 to \$26 per month and board, and free transportation to work, to which Keith answered that this was an old story and that they would be paid \$1.50 per day, being charged \$4 per week for board. Upon their refusing to work, Keith begged of them to wait until he would inquire about the conditions from Mr. Haney. Upon this they consented to remain, and worked at clearing right of way until the 13th of October. They then asked for a settlement of accounts, and for money, and, all were told at night that they were indebted to the contractors, Proulx himself owing \$8. On the 13th Dupuis Leclair and two Legaults left, as they could not get shoes or mittens, but they were immediately arrested. On the 14th, nine others headed by Antoine Proulx also left to go to Macleod, some having no shoes. On the 15th they too were arrested and were added to the four others in the jail. This last arrest took place on a Saturday, but on the Monday night all were liberated, and made their way to Macleod sleeping in the open on the prairie. Having sued Keith for wages before the Mounted Police officers at

Crow's Nest Complaints.

Macleod, they obtained judgment and Proulx more particularly for the amount of \$37.75, the others for more or less. The night following, having no money, the greater part of them slept again in the open. Other discontented labourers had reached Macleod in the meantime, and all had taken or took action against Keith and others. Judgment having been rendered in their favour, an appeal was taken by Keith, and it was agreed that the case of Antoine Proulx, which had been made the test case before the magistrate, should be the test case in appeal. Afterwards that appeal was sustained.

Whilst waiting for the result of the appeal, twelve of the men obtained work with Buchanan at \$1 per day and board but after working three days, they were told by Buchanan that he had received a letter from the company, ordering him to discharge them unless they signed a written agreement to pay their fare. This they refused to do, and were discharged. Subsequently some of them obtained work under assumed names. Others, through the intervention of Inspector Saunders, met Mr. Turnbull, the Assistant Superintendent and got work at \$1.50 per day, paying \$4 a week board. After six days, they returned to Macleod to inquire as to their cases in appeal, and on seeing new difficulties to which they were exposed, and an offer being made, that if they would sign a complete discharge of company's liability to them, the company would give them free pass home and \$5 in cash, they decided to accept this with others, numbering in all eighty-two (82.)

The company had appointed officials to receive the men and look after them on their reaching Macleod, as they came by batches. It has happened that for one reason or another, due notice was not received, and that men arriving in that way did not know where to go, or what to do, and were left at Macleod station, without any direction, for one night or so. Others complain that they were lodged for nights in places which were not fit, as for instance in an old house near the station, which they say was filthy, cold, and not properly sheltered, they being there without any blankets or any other covering whatsoever. In some instances tents were provided for them, but not in sufficient quantity, and a portion of the men had to sleep in the open and on the bare ground. Numbers were kept in box cars, in all cases also filthy and cold, during several days and nights, sleeping on the floor. All allege more or less suffering. This applies more particularly to the men who were sent in August or September. After having passed some days either in the old house, or in box-cars, some hundred of them were afterwards brought to work on the track between Lethbridge and Pincher Creek. It is complained that there they were kept in a boarding car, which has been denominated by them as the "Jumbo car" number three. It is alleged that during two months from 90 to 115 slept in that car. The size of the sleeping accommodation is given as follows:—Bunks 4 ft. 6 in. in width, height between top and bottom of each bunk about 2 ft. 3 in. from board to board; passage 3 ft. 11 in. in width; each bunk being under 6 feet in length and the whole car being about 70 feet long. Two men were obliged to sleep in each bunk and their being three tiers on each side, this forced six men to face six other when rising and retiring. It is mentioned that it was not sufficiently heated, that it was filthy, the atmosphere intolerable and unhealthy, that there was no washing or lavatory facilities in the car (only one small basin and an ordinary pail for water) and that there was not sufficient drinking water provided. Windows on each side exist for every tier of bunks for purposes of ventilation.

Statements are made that in the moving of men to the works, or in changing from section to section, at times, no proper or reasonable facilities were provided, and therefore they had to sleep either in the open on the prairie, or in hay lofts and stables; that there was a lack of proper provisions; and that they had to walk long distances without taking sufficient meals, and at proper hours. Joseph Tobin and 133 others who left Macleod one morning, without breakfast, having been told that there was food in the wagons, walked 14 miles to Buchanan's camp and there found only a barrel of biscuits. The 133 made the best of it, and starting again, they had nothing to eat until the night of the following day at Crow's Nest Lake. The next day they walked twenty miles to Michel Prairie before having their second meal. There was no provision made for their sleeping on the journey. The last day they reached Mann's camp,

100 miles from Macleod, where they were put into a green camp, with coal stove, which, on being lit, thawed out the ice and snow, and the following morning some of the men could not move through suffering from rheumatism. In this, the witness Tobin is corroborated by several.

At the beginning of October, a gang of men first apparently assigned to Keith & Company, were afterwards directed to Smith & Mackenzie, at Pincher Creek, for the transport to which place they had to pay \$2. After three weeks, the work ended there, and they were kept idle six days. Afterwards they were directed to Wardner, which took them seven days, making in all thirteen days, for which they were refused wages (see deposition 103 of Noel Gingras and three others).

We note some special facts, such as, for instance, the fainting of men on the works; the refusal on the part of teamsters, whose wagons were hardly loaded to give a ride to wounded men, such as young Joseph Bourignon and Theodore Lambert; some threats of Noble, one of the foremen, to kick them; the alleged bad treatment by the same foreman of men who had had difficulties with the company, and who were discharged one day after they had returned to work; the refusal of food generally to all men discharged or quitting work, and the hardship experienced on account of this, which caused one Weir, for instance, to faint, and others to feel very weak; three men having to subsist for a whole day on one onion (see deposition 139); a pinch of salt refused to men leaving camp, which they asked for in order to salt fish they might catch with a fish hook given to them by another of the men. All this when they were at distances varying from 70 to 150 miles from, and having to walk to, Macleod, often having no money, and even with money not being able to obtain food, and having sometimes to rely on remnants thrown away on the road.

Losses have been sustained through the fact that having generally brought their clothes and effects in trunks, the men were forbidden to carry them with them on the works, and had to leave the trunks at Macleod, and put whatever they could into bags, with the result that in many cases, whatever had remained in the trunks, and the trunks themselves disappeared, and could not be found again. On this account the immigrants, and more especially the Welshmen, suffered more than the rest, as, coming from greater distances, they were better supplied, though one Jean Baptiste St. Amour, of Montreal, lost in this manner, over \$80 worth of goods. The preventing of the men taking with them all their clothing which had been thought necessary, did not permit them, when on the works in the mountains, to effect a change of clothing, which was naturally necessary to men working in the bush and getting drenched.

In several instances, some of the contractors' camps were not kept in a proper condition, and the men, although habitually clean, were compelled to associate in the sleeping bunks with men who were habitually unclean, and thereby became affected with lice. It was impossible for them to take precautions to avoid such a result. According to the evidence, and from what we have seen ourselves, we must say that the generality of camps are well kept, but there are too many exceptions, some not being sufficiently sheltered so that the rain, snow and cold would be a cause of suffering to the men who had to remain therein. Others have not sufficient, or to speak better, have no light at all, and men even during daylight have either to use candles, for which they have to pay, or keep the doors open if they want light either to mend their clothes or for any other purpose, without speaking of the inconvenience of being in the dark during daytime; whilst on the other hand some camps, even when offering all other conveniences, are not properly attended to, inasmuch as they are left entirely to the men themselves to be cleaned and kept, and it may be more properly said here than anywhere else, that "whatever is the concern of all is the concern of none." It appears that before our arrival on the line there were more camps in that condition than when we passed some having been repaired within a week or two before.

In one instance there was an entire abandonment by contractors Doidge & Company of their men in the camps, under the pretext that they were going to Macleod to settle certain difficulties, and to bring money to pay their wages. Yet they never returned, and the men were kept on the work uncertain as to what would become of

Crow's Nest Complaints.

them, and what they had to do. This was at Coal Creek, 110 miles west of Macleod. Edwin Doidge who was in charge for the concern, being examined (see deposition 126), admits the facts and says that he abandoned the camps on the 14th of December, about 20 men being still there, about as many having left the day previous, and that \$300 would pay the amount of refused cheques to labourers. We met one of those men who had been settled with by Doidge & Company (deposition 54) with a cheque from them amounting to \$65 payable at the Union Bank, Macleod, but which had been refused and returned to him. This man, although in possession of still another cheque for \$70 from another concern not connected with the railway, but whose cheques were considered as good as cash, had been refused board along the line, and, being without money he, with a companion only had one meal in two days, and a piece of bread. The reason for the camps not furnishing food was stated to be that it was the rule on the road.

At Wardner several labourers employed by Smith & Mackenzie complained of not having been settled with for their wages for the last two months, December and January, although a settlement had been promised to them every day.

At seven miles from Fort Steel, 25 men from Major Bowles' camp gave their evidence, stating that Major Bowles had left camp on the 7th December, and that as they were, they had barely enough to eat, and could not get provisions. The tents had become filthy, offering no more convenient shelter and no settlement of their wages had taken place since, and they were left in the dark as to what would happen to them.

At some camps, men were entirely forbidden, on pain of instant dismissal, to say a word during the work, and on the remark of one of them as to whether they were prisoners, the foreman answered that they were very nearly so.

There are several complaints of coarse language being used towards the men by the foremen, walking bosses, and timekeepers, without any apparent reason, and there is a hint on the part of a French Canadian (Joseph Mallette) that they were so treated on account of their nationality. It is complained that sick men did not receive reasonable care from their foreman, walking boss or those immediately over them, and were refused meals, although they were paying for their board, and some of them were charged 35 cents per meal, the contractors assuming that in reality they were not sick, and even some were discharged under the same pretext.

In settling their accounts, and more particularly those who were engaged until the latter part of September, the men seem to have been left entirely in the dark. Being entitled to be paid by the month at the rate of \$20 to \$26 and board, they believed that they would get that amount at the end of each month, according to what they would be rated at from \$20 to \$26, without deduction for lost time through bad weather, and other causes not controllable by them. On the first pay they found that this was not so, and that they had to lose as many days as they were kept forcibly idle. After the first month, which would be at the beginning of September, an order came from Mr. Haney to Mr. Charleson, the bookkeeper and assistant storekeeper of the company at headquarters (see his deposition No. 78), by which men were to be paid at the rate of 24-30 or 24-31 of \$26 according to the number of days in the month, and this notwithstanding the fact that some contracts specified 26 working days per month. This rule would explain what several of the men declare in their depositions, that in order to be paid at the rate of \$20 to \$26 per month, they had to work every day in the month, Sundays included. By referring to the accounts, it appears to be so, though it is difficult for any one to explain how in some instances those accounts were made, and for that purpose reference is made to deposition No. 146, to which some accounts of contractors O'Neil & Co. are attached.

Afterwards this was again changed by simply paying the men \$1.50 per day and charging them \$4 per week board, the company paying the contractor for the board beyond Crow's Nest Lake (Smith) \$5 per week, the extra dollar not being charged to the men. Again on the 1st of February a new order was issued by which the men were to get \$1.75 per day and were to be charged \$5 per week board, and this not only applied to the men employed by the company, but to all those under the contractors. To these changes there are objections. In the first place because they are not according to the contract signed, and in the second place because it is alleged that if a man is laid off

through bad weather, sickness or other cause he is to be a looser by paying \$1 a week more for board.

Before going further, the case of Frank Beaulieu and Auguste Rivard (deposition 77) who formed part of Proulx's gang should be noticed. They, like the fifty others, having been hired by the company, learned after they had left Macleod that they had to work under Keith & Co., contractors. They protested and accepted work only with the understanding that if they were not satisfied they might leave whenever they liked. They speak like several other witnesses of the hardship on the trip to Pincher Creek, sleeping in the open without blankets and being fed on biscuits and cheese, and one day eating nothing from breakfast time to half-past six in the evening. They had been engaged as bushmen, but were put to work with pick and shovel. Afterwards thirteen of them were sent to work under sub-contractor Fitzgerald. Having notified Fitzgerald after one-half day that they would not work for him, on account of what they had heard about being charged the fare to Macleod, he promised to give them employment as drillers, but when they saw that he did not keep his promise, and after some difficulty with the foreman, Patrick Tierney, seven of them left, after eight days, and were arrested. Five of them were sent to jail for thirty days, two having returned to work.

It is the above and similar complaints which brought from eighty to one hundred men at about the middle of October to Macleod. The majority took legal action against the company or the contractors, others would not work or could not obtain any more work. They were all in a perfect state of destitution, many of them had to sleep in the open, several were kept in a house hired by Zephirin St. Amand, but all or nearly all had to live upon public charity and suffered in many instances through hunger, cold and lack of proper clothing. Discouraged and disheartened they, at the end, consented to a compromise proposed to them by which they accepted a free pass to return home and \$5 each to buy provisions on the journey, a full discharge for any claim against the company being at that time signed by eighty-two of them. It is right to say that in the meantime the general manager of construction, Mr. Haney, having found that contrary to his instructions those men had really been hired by the month, offered to give them work on behalf of the company and to pay them at the rate of \$26 per month and board, offering at the same time to advance \$10 to each married man to be sent to their families. Some of them would have consented to that offer, but the bulk refused under the pretext, some of them that they could not place any further confidence in the company, others that they could earn more at home, and they generally left Macleod to return home. Since then the company has granted free passes home to some of the men upon our suggestion.

Frequent complaints were made by the men for being kept forcibly idle. Deposition 107 shows that a large number of labourers were kept waiting 8 or 9 days, having to pay board and getting no wages. Deposition 109 also shows where a labourer commencing work on the 2nd November was kept idle for 13 days from the 10th December, during which time his board was given to him, but after having worked another 13 days he was again kept idle for 15 days and paid in the meantime \$4.50 per week board. On the 23rd January, he recommenced work, and on its completion was again disemployed. In deposition 30 it is also shown that men, even during fine weather, were not always put to work. In all those cases, wages were stopped.

We have taken the greatest care to investigate the treatment of immigrants, and to find any or all of them who remained on the construction, and we even went outside of it, to Coal Creek Coal Mines, and to Canmore. At the latter place we found more particularly two of the ten Welshmen who had signed, with Crockett and Richards, the telegram addressed to the *Press* in Wales, complaining of no proper accommodation being provided, of having no water to wash, of being ill-treated by the French Canadians. These two are Stephen and David Richards, who declare that no ill-treatment was experienced from French Canadians, although they had signed the telegram in question, and the only complaints made by them are similar to those made by the rest of the working men on the road. All of the Welshmen, whom we have examined, and other immigrants admit that the representations made to them abroad were accurate,

Crow's Nest Complaints.

although they considered that "board" included board and lodging, which meant to them, proper shelter, sleeping accommodation and reasonable facilities for cleanliness. In fact, their complaints are reduced to those mentioned by the other men, and they received no exceptional treatment.

A rule established on the road is that the men who quit work receive a time record, which only states the number of days which they have worked, their name, and their signature as a means of identification, but without any deduction for board, medical attendance, or any other such particulars. Those who are discharged receive what is called a time cheque, which contains all deductions, and exactly establishes what the man is entitled to. Some contractors settle all the wages of the men by bank cheques only; some at regular pay day by cash; others some times by time cheque. This way of settling wages by cheques at distances so far from commercial centres has created a great deal of discontent, and in many instances, of hardship among the men. We have found several of them who, although in possession of time record, time cheques or bank cheques, could not even obtain a meal upon them, and were forced to have them discounted in the best way they could, at rates varying from 10 to 50 per cent. One man, Fortin (deposition 110), who was in possession of a cheque for \$22, had to walk 75 miles to Bull Head Prairie, to have that cheque cashed, and as he wanted to return to Nelson, he had another 100 miles to walk back, paying 35 cents per meal during the six or seven days of his journey. According to James M. Carroll, a general store keeper on the road (deposition 108), the country is full of unpaid time cheques, and Mr. James Ferguson Armstrong (deposition 104), Gold Commissioner of British Columbia, at Fort Steele, and magistrate, who had had a great deal of experience with the men on the road, speaks about the inconvenience of these time cheques and bank cheques, and the difficulty which it brought to the men, who, he says, are losers by the delay which it brings, or the discounts which they are forced to pay to get them cashed. He saw men with wages so due them having no money to buy meals, and having to be assisted by the authorities at Fort Steele. Mr. Armstrong is the collector of the poll tax in British Columbia, and the law there is that a resident of six days in each year has to pay \$3. All employers are held responsible for that poll tax. But, he adds, that as far as the men on the construction work were concerned those who reached there only after the first of December, were not charged this poll tax for 1897, but all the others were.

Knowing the climate of that part of the country, he declares that it requires stoves in tents to prevent hardship, and that men should have comfortable covering from the last of October to the first of April, that shacks or shanties with bad roofs expose men to hardship, and that, according to his seven or eight years' experience of railroad construction, he cannot see why men should not be properly sheltered, and that company or contractors should provide suitable accommodation at the very beginning. He had before him, as magistrate, thirty or forty men to take proceedings for wages, but they had no money to pay their fees. To enforce their claim they had to lose from three to ten days. He knows of a contractor who, on one occasion, discounted his own time cheque.

It is also proven that in some instances those time or bank cheques were discounted by sub-officials of the contractors who had issued them, and this, some times to the knowledge of the contractors. One contractor verbally admitted before us that his own father had discounted in his own office, his own cheques.

Referring again to that part of the deposition of Mr. Armstrong, he says, that taking into consideration the condition of the men, and their ignorance of and the unsettled condition of the country, it makes it nearly impossible for them to get any redress by the ordinary course of the law.

A special complaint, as to which we tried to get all the information possible, is the overcharges on store supplies by the company and the contractors to the men. The company declares that ten per cent is a sufficient compensation to cover them from all loss. The contractors generally admit that their charges are from twenty to forty per cent profit. A general store dealer on the Pass (Carroll, already cited) swears that he can sell goods as cheap as contractors, and yet make a profit, over and above the cost of goods and transportation, of forty to fifty per cent. Deposition 87 affirms that the store charges of one contractor are thirty to forty per cent dearer than those of the company,

in particular at Bull Head Prairie. Among the most common articles bought by the men are blankets. For these they have been charged from \$2.75 to \$4.50 per pair, and in about 100 cases old blankets, full of holes, were supplied to the men at a cost of \$1.50 per pair. We find that a seven pound blanket in Winnipeg is worth wholesale \$2.10. The charge for transporting supplies to the works is approximately $3\frac{1}{2}$ cents per pound, bringing the cost of such a blanket on the works to about \$2.35.

Overalls, also are a common article used. For these, men have been charged from \$1.25 to \$1.50 and the prices paid for such in Winnipeg by contractors have been from 55 to 63 cents each. For underwear prices to men by contractors have ranged from \$2.25 to \$2.50, and for single pieces, \$1. The cost of such, as supplied to them at Winnipeg varies from 85 cents to \$1.54 per suit of two pieces.

Thirty to 40 cents has been charged for plugs of tobacco, costing apparently 26 cents. Chewing tobacco large plugs, have cost the men 35 cents, and these would cost the contractors approximately 22 cents. Smaller plugs 15 cents, which it is affirmed in deposition 105 can be bought in Fort Steele for 8 cents.

Shirts have been charged to men at \$1.50 each, and contractors have been supplied the same at prices varying from 53 to 71 cents each; and better qualities not generally used by men have cost the contractors from 88 cents to \$1.07 each. Ordinary rubbers of a heavy character suitable for the work, have cost the men, one buckle, \$2, two buckles \$2.50. The wholesale price of such in Winnipeg is for one buckle \$1.30, two buckles \$1.34. For soap men have been charged 20 cents per bar, which it is affirmed in deposition 79, 5 cents would purchase in Montreal. In another case 15 cents a bar has been charged for Sunlight soap, and others have paid 10 cents per bar. The cost of the most common soaps used, Royal Crown and Sunlight, is laid down at the works about 5 cents per bar. Generally speaking, men have had to supply their own light in camps, and in consequence had to buy their own candles for which they paid 30 cents per pound in some cases, in others 5 cents each, and as much as 10 cents each. The wholesale price of these candles in Winnipeg would be about one and one-fifth cents each. Such candles would run about ten to the pound, and adding the $3\frac{1}{2}$ cents per pound for transport to works, would bring the cost of these candles to about $1\frac{1}{2}$ cents each. For socks, men have been charged all the way from 35 cents to 50 cents per pair. In deposition 76, it is affirmed that socks which cost the men 45 and 50 cents, could be bought elsewhere for 25 cents. As supplied to the contractors from Winnipeg, the highest price paid for socks is 19 cents, and the lowest $6\frac{1}{4}$ cents per pair. For matches men have had to pay for three bunches, 5 cents, and for the ordinary sulphur matches, in common blue paper case, 1 cent a box and in other cases three cases for 5 cents. The cost of these small cases at wholesale is under half a cent each that is laid down at the works. For boots and shoes the price charged the men has been from \$2.50 to \$3.25. In deposition 72, it is affirmed that boots bought for \$3.25 could be obtained in Winnipeg for \$1.50, and according to deposition 157, \$3.50 is paid for boots which deponent swears could be obtained in Ottawa for 80 or 90 cents. The price of such boots as are used on such works, and as supplied to the Canadian Pacific Railway Company at Macleod, cost at Winnipeg, prices varying from \$1.40 to \$2 per pair, heavy top boots costing \$2.25 and \$2.40. Mittens, a very necessary article in work on the Pass, have cost the men from 75 cents to \$1.25 per pair. In deposition 79, the witness affirms that mitts costing \$1.50 could be obtained in the east for \$1, and deposition 157, declares that he paid \$1.25 for what, in Ottawa, would cost 50 cents. The ordinary cost of woollen mitts in Winnipeg varies from $10\frac{1}{2}$ cents to 50 cents per pair, and for leather mitts from 40 cents to \$1.09.

A certain number of men on the works, considering that they could board themselves cheaper than at the contractors' camps, felt aggrieved when they found they were not allowed so to do. One witness (deposition 165) states that boarding himself would be much cheaper according to his experience on other construction works. In another case, two Armenians (deposition 87) who were not accustomed to the food supplied in the camp (certain kinds of which they had an objection to, being contrary to their native custom) obtained the consent of their walking boss to board themselves. Finding that they could obtain supplies cheaper from the Canadian Pacific Railway Company at

Crow's Nest Complaints.

Bullhead Prairie than at the store of the contractor for whom they were working, they purchased at the former place. As a result, they allege that they were dismissed, after having incurred considerable expense in fitting up a sleeping cabin for themselves. The reason given for their dismissal by the contractor was that they were idle. At the time their deposition was taken their then employer, being present, stated that they were steady workmen.

Another deduction which created much discontent and brought a general protest, is the cost of transportation from Macleod to the works. Whether they actually were carried in the wagons, or walked, the charge seems to have been the same, and in most cases they had to pay board at the regular rates, whether the actual number of meals were supplied or not. In deposition 91 it is shown that 125 or 150 men were charged \$5 each for transportation and meals from Macleod to a short distance beyond Headquarters camp, and from Macleod to Crow's Nest Lake, as per deposition 146, \$2.50 for transport, and a further sum of \$1.71 for board, representing three days, that is, nine meals. We are safe in saying that fully 2,000 men were charged in that way.

The general experience of the men on these journeys was that they did not get the meals they had to pay for, and that usually they had to walk, and had no proper accommodation, the teams being utilized principally for the conveyance of their clothes and belongings, which, as previously shown, were forcibly reduced to a minimum.

The order from the general manager of construction was that no man should be charged mail fees of twenty-five cents per month, unless he consented to it. There were objections on the part of a number of the men and yet after one or two months, it became a general rule to charge them without any distinction, whether they consented or not. The reason for this, given by Mr. Thomas B. Charleson at headquarters, was that men changing from one section to another, made it impossible to follow out the instructions, and the general rule was adopted for all.

The men have to pay fifty cents per month for medical fees, which is regularly deducted from their wages, either by the company or the contractors.

The chief of the medical staff on the road is Dr. Newburn, stationed at Lethbridge, and four assistant doctors were appointed by him or the company for the whole road. At the time of taking the deposition of the general manager of construction, Mr. Haney, it was proposed to appoint two others.

The complaints from the men, and even from the contractors, was universal with regard to the medical attendance, with but one or two exceptions. Drs. Harwood, Roy and Gordon were appointed at the beginning of the work, or nearly so, and the two latter more particularly are forced to admit that the medical supplies were not sufficient, that the distances were too long, and that they could not properly attend generally to their duties. The men complained bitterly of the length of time which elapsed between the different visits of the doctors in the camps, and when in some instances immediate attendance was needed as in the case of broken limbs, fever, and attacks of diphtheria, the medical assistance could not be obtained within a considerable time. Two men, McDonald and Fraser, were taken sick with diphtheria at Mann's camp, about a hundred miles from Macleod. They were sent in an open carriage from that place with instructions to be forwarded by the ambulance from Bullhead. They were, however, brought to Crow's Nest Pass, about twelve miles east of Bullhead, when they were refused the usual accommodation for patients, and on the same night were driven back to Bullhead. They were put in an isolated house to await the ambulance. The following day they were conveyed to Sulphur Spring, where they passed the night, and in the morning were driven to the end of the track near Pincher Creek. They arrived at that point in the evening and two hours or so after, they died. The only medical attendance they had was that received from Dr. Meade, a private practitioner of Pincher Creek, who was sent for as soon as the end of the track was reached, but was only in time to see them die.

The only four general hospitals available for use then were those at Nelson, St. Eugene (eight or nine miles from Fort Steele), Macleod and Lethbridge. No field or temporary hospital existed under the control of the company except at Crow's Nest Lake, where sick men were received in a private boarding house, and it is only since

our passing on the road that we understand orders have been given to build one at Michel Creek, and another at Coal Creek, although there might be orders for some other places since. The prevalent diseases were cough, mountain fever, rheumatism, and some cases of diphtheria, besides the few accidents which naturally occur on such works.

In some camps it is alleged that when the wages were \$1.50 per day the board was \$5.00 per week, whilst when the wages were raised to \$1.75 the board was raised to \$5.25.

Speaking of the board, there is a general admission that it is not only good, but better than what has been experienced anywhere else, and on this branch of the inquiry it may be said that there is nearly a universal satisfaction.

There have been two special particular complaints on the part of two batches of men brought from Sudbury and the surroundings, one under Noble, and the other under one Redmond (see deposition 58). It appears that these men having been hired under form 277, it was contended by the company, in regard to those contracts, that they did not represent the conditions under which the men should have been engaged. For this reason an effort was made to get back the contracts from the men and obtain their signature to the latest form. In both groups a proportion of the men refused to sign a new agreement, and to give up the original one. The Mattawa gang, as a whole, were kept two days during which they had only about one meal, and slept in the open, after which they felt compelled to accept the terms of the company. Of Noble's gang, fifteen refused to sign anew. On giving up their original and signing another contract, copies of such were not furnished to the men.

It is apparent from statements of various witnesses, that at the outset, not obtaining the particular kind of work engaged to do, vigorous attempts were made to have the specific terms of their contracts in this respect complied with. The distance, however, separating them from their homes, to traverse which, to them, is so costly, compelled their submission. The reason ascribed by the company was that by doing so encouragement would be given to others to find fault.

It may be asked how it was so easy to find such a number of men in the east to consent to go to work at such a distance, and under such circumstances? The answer is, first, that at the time there was a scarcity of work in the east and that many of them, good men, thought it was a means of earning in the meantime, sufficient to support their families. Others desired to go west, and took advantage of the representations made as to fare, &c. The prevailing excitement created by the gold-mining development of the particular region in question, also influenced many. We have seen several who believed that their going to the Crow's Nest Pass would bring them within accessible reach of the Klondike. To this last reason can be attributed the fact that a good proportion of the men sent to the work were physically unfit. Others were unaccustomed to that character of employment, as for instance, lawyers, actors, barbers, clerks, cooks, and others of a similar class. Young men of 15 to 18 were also sent there and hired as men of full age, these evidently not being strong enough. Some had already suffered, or were still suffering from certain diseases, but were improvident enough to start notwithstanding, and it is not astonishing to find them sick from the outset.

All that has been represented by reference to the proof as taken, shows more or less hardship, and no doubt many of these hardships would not have been so earnestly spoken of if the men had considered themselves sufficiently remunerated. Let it be repeated, that the first who were sent from the east, that is, in August and September, were hired by the month to be rated from \$20 to \$26, and board. Afterwards to ordinary labouring men the conditions were \$1.50 per day, and \$4 per week for board. Under either arrangement exception was made in favour of those who had special qualifications. On the 1st of February, the wages were fixed at \$1.75 per day and board \$5 a week. This was a general rule given to and accepted by the contractors of the company. In his deposition the manager of construction, Mr. Haney, declares the rule to be that the men have to pay their fare to Macleod, also their transportation and board from Macleod to the works, and that it is only by exception that some of them were brought to Macleod on free passes, for instance 500 men from Winnipeg, at a time

Crow's Nest Complaints.

they urgently needed more labour. According, then, to the conditions outlined by the manager of construction, a labourer, starting from Ottawa with the intention of going to Macleod to work for the company, has to pay \$22.50. This amount is based upon a rate of one cent a mile, and varies according to the distance between point of embarkation and landing. Except for those sick or disabled, no special provision for return transportation of labourers is made, except ordinary fare, which from Macleod to Ottawa is \$64.40. The charges from Macleod to the works have ranged from \$2 to \$7. In all cases where men have worked before the 1st of December in British Columbia, the boundary of which is crossed near Crow's Nest Lake, poll tax has been charged and retained generally from the men's wages, for 1897 and 1898. It becomes chargeable against residents of six days or more in each year. At all events this is the rule, and the contractors are responsible for the same. Whenever it has not been charged, it was due to an oversight.

If to the foregoing expenses are added re-transportation from the work to Macleod, which we will put at \$2.50, \$10 to buy provisions for the trip from Ottawa to Macleod and return, \$9 for medical fees and mail during twelve months, \$5 a month for personal expenses, including boots, shoes, underwear, tobacco, &c., and board, at the end of twelve months' work his total expenses to and from home, taking, for instance, Ottawa, would be \$381.90.

The average number of days per month on which it is possible to work is twenty-one and a-half. On such a basis a year's work would yield to the labourer paid at the rate of \$1.50 a day an amount of \$387. If we deduct from this his expenses for twelve months, as enumerated above, \$381.90, it will leave him with only \$5.10 cash in hand. If weather and health permitted working twenty-six days a month, at the same rate of wages, a year's work would net, after paying expenses, \$86.10. If paid \$1.75 a day and charged \$5 a week for board, twenty-one and a-half days per month, his cash in hand would be \$29.94, and if able to work twenty-six days per month, \$115.50. This is taking the position of the labourer from the standpoint of the company.

Under the same conditions the labourer, working nine months at twenty-one and a-half days per month, would be out of pocket then in the sum of \$22.40, whilst if he works the twenty-six days per month his net earnings would be \$38.35. Working at \$1.75 per day he would be, in the first instance, out of pocket \$9.67, and in the second instance, would be in cash \$61.25.

Working under the same conditions for six months only at \$1.50, he would be out of pocket in the first instance, \$49.90, and in the second instance, \$9; whilst at \$1.75 per day in the first instance he would be out \$40.28, and in the second instance he would have to his credit \$7.

Working three months at \$1.50 per day he would be out of pocket in the first instance, \$77.40, and in the second instance, \$57.15; and at \$1.75 per day in the first instance would be out \$70.89, and in the second instance, \$47.25.

The following table will exemplify more in detail the statements made above, and it will be seen that although in some instances the charges from Macleod to the works have been \$7, the workman in this statement is only charged \$2.50, as well as only one year's poll tax.

TABLE showing possible Earnings of Men for periods of 12, 9, 6 and 3 Months.

| PERIOD OF WORK. | EXPENSES. | | | | | | | | | | | | | | | |
|--------------------------------------------|--------------------------------------------|--------------------|-------------------|--------------------|------|--------------------|-----------------------------------|-----------|------------------------|-------|--------------|--------|-------------------|-----------------|---------|------|
| | Number of days per month and rate per day. | Ottawa to Macleod. | Macleod to Works. | Return to Macleod. | | Macleod to Ottawa. | Expenses on railroad from Ottawa. | Poll Tax. | Mail and Medical Fees. | | Clothes, &c. | Board. | Total Ex- penses. | Total Earnings. | Amount. | |
| | | | | \$ | cts. | | | | \$ | cts. | | | | | \$ | cts. |
| 12 months, 21½ days at \$1.50 per day..... | | 22 50 | 2 50 | 2 50 | 2 50 | 64 40 | 10 00 | 3 00 | 9 00 | 60 00 | 208 00 | 381 90 | 387 00 | | 5 10 | |
| 12 do 26 do 1.50 do..... | | 22 50 | 2 50 | 2 50 | 2 50 | 64 40 | 10 00 | 3 00 | 9 00 | 60 00 | 208 00 | 381 90 | 468 00 | | 86 10 | |
| 12 do 21½ do 1.75 do..... | | 22 50 | 2 50 | 2 50 | 2 50 | 64 40 | 10 00 | 3 00 | 9 00 | 60 00 | 260 00 | 433 90 | 451 44 | | 17 54 | |
| 12 do 26 do 1.75 do..... | | 22 50 | 2 50 | 2 50 | 2 50 | 64 40 | 10 00 | 3 00 | 9 00 | 60 00 | 260 00 | 433 90 | 546 00 | | 112 10 | |
| 9 do 26 do 1.50 do..... | | 22 50 | 2 50 | 2 50 | 2 50 | 64 40 | 10 00 | 3 00 | 6 75 | 45 00 | 156 00 | 312 65 | 299 25 | 22 40 | | |
| 9 do 21½ do 1.75 do..... | | 22 50 | 2 50 | 2 50 | 2 50 | 64 40 | 10 00 | 3 00 | 6 75 | 45 00 | 155 00 | 341 65 | 338 58 | 3 07 | 38 35 | |
| 9 do 26 do 1.75 do..... | | 22 50 | 2 50 | 2 50 | 2 50 | 64 40 | 10 00 | 3 00 | 6 75 | 45 00 | 155 00 | 351 65 | 409 50 | 43 90 | 57 85 | |
| 6 do 26 do 1.50 do..... | | 22 50 | 2 50 | 2 50 | 2 50 | 64 40 | 10 00 | 3 00 | 4 50 | 30 00 | 104 00 | 243 40 | 103 50 | 9 00 | | |
| 6 do 21½ do 1.75 do..... | | 22 50 | 2 50 | 2 50 | 2 50 | 64 40 | 10 00 | 3 00 | 4 50 | 30 00 | 104 00 | 243 40 | 225 72 | 43 68 | | |
| 6 do 26 do 1.75 do..... | | 22 50 | 2 50 | 2 50 | 2 50 | 64 40 | 10 00 | 3 00 | 4 50 | 30 00 | 130 00 | 269 40 | 273 00 | | 3 60 | |
| 3 do 21½ do 1.50 do..... | | 22 50 | 2 50 | 2 50 | 2 50 | 64 40 | 10 00 | 3 00 | 2 25 | 15 00 | 52 00 | 174 15 | 96 75 | 77 40 | | |
| 3 do 26 do 1.50 do..... | | 22 50 | 2 50 | 2 50 | 2 50 | 64 40 | 10 00 | 3 00 | 2 25 | 15 00 | 52 00 | 174 15 | 117 00 | 57 15 | | |
| 3 do 21½ do 1.75 do..... | | 22 50 | 2 50 | 2 50 | 2 50 | 64 40 | 10 00 | 3 00 | 2 25 | 15 00 | 63 00 | 187 15 | 112 86 | 74 29 | | |
| 3 do 26 do 1.75 do..... | | 22 50 | 2 50 | 2 50 | 2 50 | 64 40 | 10 00 | 3 00 | 2 25 | 15 00 | 65 00 | 187 15 | 136 50 | 50 65 | | |

NOTE.—In case of men starting work, say in November, 1897, they would be required to pay poll tax in British Columbia for 1897; and if the work continued until January, 1898, they would again have to pay \$3. Board, where rate of wages is at rate of \$1.75 per day is charged at \$3 per week, and where rate of wages is \$1.50 per day board is charged \$4 a week.

Crow's Nest Complaints.

This table, which seems to us founded on undeniable facts, explains not only the discontent but the discouragement of the men upon finding that after two, three or four months they were not in a position to provide necessities of life for their families, whom the most part of them had left behind. Whatever they might send was taking away their chances of being able to return home even after twelve months work, it being insisted upon that even after two or ten years work they would not get a free pass or even a reduced fare. To the ordinary labourer the possibility of returning home to his family under such conditions seemed improbable. He was in a wild country, difficult to traverse, and to attempt to reach home on foot was hazardous, knowing as he did that it was contrary to the rules of the road for contractors to supply to them food. Moreover to leave work rendered him liable to arrest for desertion of his employment. Under such conditions he felt like a prisoner in a strange land, and these circumstances explain how it is that many of them started for home on foot, some to Ottawa, others to Montreal, Winnipeg and various points east and west, at distances varying from 1,000 to 2,500 miles. At any season of the year such journeys could not be undertaken without some hardship even when in a measure provided for the exigencies of such a trip. Some statements have been made to us where it appears men have started out without money, provisions or even sufficient clothing. In such cases they have had to seek assistance from public charity at various towns through which they passed, and instances are found where remnants of food, orange peel, etc., thrown by passengers from passing coaches have been used to satisfy their hunger. Stealing rides on the trains from station to station was a means adopted by some to reach home. This method exposed them to liability of being arrested, and instances of witnesses serving ten days in jail for such an offence are given in the evidence. On such a journey sleeping in the open air under changing climatic conditions, often of the severest kind, exposure to chances of bad treatment accorded usually to travellers of this kind are some of the miseries and hardships which must be submitted to. As an instance of the little sympathy they met with it may be cited that two labourers meeting a corporal of the Mounted Police were advised by him to steal a ride, with the assurance of not being in any way molested. With some hesitation they took his advice, and at the next station found that word had been sent ahead, as two Mounted Policemen were there and placed them under arrest. For this act they were sentenced to ten days in jail.

Referring again to wages, it is affirmed by Gold Commissioner Armstrong, of Fort Steel, that in southern British Columbia the current rate of wages paid to labourers employed on works similar to that of railroad construction is \$2.50 a day without board. In case men are working in a locality where the obtaining of provisions is costly, as far as transportation is concerned, such is defrayed by the employer. At any rate this is the custom followed by the Government of British Columbia.

Referring again to the camps, a number of complaints are made that some of them were too crowded, when occupied to their full capacity. No basins or other utensils for washing were provided, and if provided, not in sufficient quantity. We draw attention especially to the deposition of Dr. Gordon (number 57) on the subject. Besides this, reference is made to depositions numbers 22, 24, 31, 51, 52, 79, 86, 151, 161 and 168. This evidence deals more particularly with log camps.

And yet nearly all the officials of the company whom we have examined declare that the sleeping accommodations were good, and that there was no such hardships experienced as those which are related by the different labourers who have given their evidence; in fact, it is mentioned all through, from Mr. Haney down, that the men on the road, as far as hardship, medical attendance, and the way of treating the men generally, has been better on this construction than on any other on which they have had experience. The inspectors of police who were examined also declare that they saw no particular hardships to be complained of. The following depositions refer to this, numbers 18, 19, 24, 27, 28, 29, 32, 33, 42, 45, 46, 50, 56, 81, 89, 90, 91, 106, 107, 117, 118 and 120.

Having stated the facts as established by the different witnesses, it is as well to bear in mind that in some details the matters laid before us might have been given a different colour had distances made it convenient for the company, contractors and labourers to appear and make rebuttal statements.

The company and the contractors on their side have not been altogether free from difficulties with the labourers. It can be easily understood that amongst the great number of men employed on such a work there are many who are not strictly honest and deserving. Some will take advantage of everything to defraud and cheat their employers; others will be a source of obstruction in the good working of the concern; a certain proportion will never be satisfied with whatever good treatment they receive; some having been hired and receiving transportation will dispose of it to another or will themselves make use of it to certain points and then leave the train and never appear on the works. Many after engaging with the company managed to obtain meals and supplies—blankets more particularly—from the employers and disappeared the night after, leaving no trace of their whereabouts. Many men are naturally indolent and indifferent and will take advantage of their employer, giving any pretext for not working and remaining idle in the camps for many days. Employers besides have to guard themselves against falsehood, misrepresentations and exaggerated or unfounded complaints. Strict rules and regulations are necessarily to be established and adhered to. The difficulty, then, is to have them enforced in a spirit of fairness and moderation, more particularly by those having the immediate charge of the men. It can easily be understood how some sub-officials either through over-zeal, lack of judgment, bad temper, ignorance or other cause will even go beyond the true spirit which inspired those rules and regulations, and will thus have them considered unjust and tyrannical instead of, by their reasonable enforcement, convincing the men that they are a protection to all parties concerned.

A great cause of dissatisfaction was the non-compliance on the part of the Company and the contractors with the conditions under which the men were hired by the employment agents, though on some points the general manager of construction, Mr. Haney, was ignorant of the representations so made and which were contrary to his instructions, such as the terms regarding wages, transportation to and from the works, reckoning of time, and the furnishing of blankets, though on other points, however, he could not be ignorant of certain conditions of the agreements, as, for instance, the hiring of men by and for the company and their afterwards being transferred to contractors without the men's consent, and also of certain treatment accorded to the men. Therefore, when they were paid otherwise than their engagement stipulated, *i.e.*, by the day instead of by the month and were not paid when losing time though no fault of their own, when they were charged for things they understood were to be free, such as fare and in some cases blankets; when they were transferred to contractors and sub-contractors, though hired for the company, the men were within their rights in refusing or hesitating to work and in making complaint to their employers. To be imprisoned or discharged under such circumstances for not yielding and to be refused any more work on the road and sent tramping through mountains, hills and rivers, destitute, exposed to starvation, cold and to all hardships consequent on sleeping in the open air in a severe climate in an uninhabited part of the country, at distances varying from 50 to 150 miles from all centres of civilization, and being unable to obtain, upon special orders, at the few places where it could be had, even when paying or offering to pay for the same, any relief in the shape of food, shelter or any other human accommodation, must be considered as giving good grounds for complaint of hardship and bad treatment.

The manager of construction is said to have used harsh words in two instances to the men who went before him to make representations of their treatment. Not having had an opportunity of hearing his version of these allegations we do not attach much importance to them. Otherwise, Mr. Haney seems to have been disposed to redress grievances coming to his knowledge whenever he could satisfy himself of the facts of the case. The inspectors of police examined made it a point to mention this.

We believe, in justice to the company, to the general manager of construction and to the contractors, we ought to state that all facilities were given us to make our investigation complete in every respect.

Leaving aside all special particular complaints which are necessarily incidental to all such works, and limiting ourselves to the general grievances as alleged, we believe that the evidence establishes:—

Crow's Nest Complaints. \

1. The non-compliance on the part of the company and the contractors with the terms of the agreement, more particularly to the end of September.
2. The lack of proper attendance to the men in several instances when reaching Macleod.
3. The forcing of men to sleep in the open air in some instances without blankets on the bare ground, or in cold and filthy houses, box cars or boarding cars, not being fit to keep men in for any length of time.
4. The lack of proper washing accommodation and more particularly on the works in some of the contractors' camps, which, besides not being properly attended to, became full of vermin and were filthy inside and outside, and had no or not sufficient light, ventilation or proper shelter.
5. The keeping of the men under tents until the beginning of January without stoves.
6. The feeding of the men in some instances, and without good reason, with frozen provisions.
7. The threatening of the men with discharge if they should make complaints or representations.
8. The charging of mail fees against their consent.
9. The loss of time during which they were kept idle either after they had reached Macleod or after they had begun work, whether due to bad weather or to causes uncontrollable by the men, or whether the employer had no work for the time being.
10. The charging of fare to Macleod and from Macleod to the works, and board, even for meals which the men did not get, and the refusal to recognize the alleged right of the men to be returned home free or at reduced rates after a certain time as represented by the agents.
11. The overcharges on supplies by some of the contractors.
12. The well-founded universal complaint concerning medical attendance.
13. The discharging, whether for good or bad reasons, of men without any provision being made to secure them from extreme exposure and suffering through inability to procure food and through cold occasioned through lack of proper shelter.
14. The refusal of meals to sick persons and the determination of sub-officials to send them to work, notwithstanding their sickness, and in some instances discharging them.
15. The low rate of wage which left the men in the position of being scarcely able to meet their expenses and charges from the time they left home to the date of return, many of them never getting out of debt to the company and being compelled to walk the whole distance home, sometimes nearly 2,250 miles, and in all cases destitute and exposed to all sorts of hardships.
16. The arrest of several of the labourers without apparent legal right, as in the case of Keith & Co., who afterwards, when sued for wages, defended themselves on the ground that although the men had worked for them and for their benefit, there was no privity of contract between them as they had been hired by and for the company (see deposition of Mr. Costigan).

In addition there is the fact that the men had to pay for everything received at each move they made from the time they paid from one to two dollars to the employment agents to when they reached or will reach home, and being charged for (except in one or two instances) or having to furnish their food on the journey to Macleod; to pay fare of one cent a mile to reach that place; to pay again for transportation and board generally from Macleod to the works and return; to be charged a poll-tax of \$3 in each year, when working in British Columbia; to pay \$4 per week before the 1st February and \$5 per week since for board; to buy all necessary clothing besides soap, candles, towels, matches and tobacco, these articles costing on an average about \$5 per month; paying 50 cents per month for medical attendance and 25 cents for mail fees; having according to the rules laid down, to pay for retransportation from Macleod home full fare, which means for men returning to Ottawa, \$64.40, and when it is considered that an ordinarily healthy man will work on an average $21\frac{1}{2}$ days per month, not to speak of loss of time through sickness or accident, it must be admitted that the condition of the men on

this public work was far from enviable and not at all what they may have reasonably expected when leaving home.

We also found that the payment by time cheques, bank cheques, and the giving of time records, caused the men great loss of time and money.

Although the sleeping accommodation may be somewhat improved since the commencement of construction, yet as far as we are aware the grounds of complaint forming the subject of this inquiry still exist. In view of the foregoing we beg leave to submit the following suggestions:—

That employment agents in future be subject to government regulation, and a general system adopted to ascertain the physical condition and fitness of the men seeking employment.

That regulations be adopted to protect employers from imposition by the men, by assuming false names, of making improper use of transportation granted them, cheating or defrauding employers whilst under employment, etc.

That general or special rules, according to the nature of the work or the distances, be fixed as to fare, food, cost of supplies, washing and sleeping accommodation, working days, rate of wages, medical attendance, hospitals, etc., and such other regulations as would protect the honest labourer against imposition and his own improvidence.

That the company, or chief employer, be responsible directly and indirectly for the reasonably prompt payment for all wages earned on the construction of the work.

That wherever practicable there would be greater satisfaction generally if the men's wages were paid at shorter intervals than at present prevail. The terms of the contract with the men should be carefully supervised before the engagement is completed. The scale of wages on the present work should be at least from \$2 to \$2.50 per day for labourers and board from \$4 to \$5 per week.

That no liquor should be allowed to be sold on or near works of this kind.

That independent government officials be appointed with certain magisterial powers permitting them to settle on the spot all difficulties and complaints arising between employers and employees and to see the proper execution of the rules and regulations in force.

That the above suggestions apply to all public works wherever the government intervenes directly or indirectly and as far as possible to the work in question.

Without desiring to interfere with any contracts or employment entered into in connection with the present work, we believe that in view of the statements so generally made by the men as to their understanding of the terms of transportation, it would tend to mitigate many of the grounds of complaint if to those men who have worked three months the fare charged were reimbursed, and to those who have worked, or may work, six months, the fare home were free or at a reduced rate.

We herewith append for reference a summary of the evidence made chiefly for our own use, and which may serve to reach more conveniently the facts of this investigation.

Dated at Ottawa, 30th April, 1898.

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|------------------------------------------------|---|----------------|
| C. A. DUGAS. FRANK PEDLEY. JOHN APPLETON | } | Commissioners. |
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