

1943
 Oct. 6.
 Oct. 18.

LE COMITE PARITAIRE DE L'INDUS-
 TRIE DE L'IMPRIMERIE DE MONT- } APPELLANT;
 REAL ET DU DISTRICT (PLAINTIFF). }

AND

DOMINION BLANK BOOK COMPANY }
 LIMITED (DEFENDANT) } RESPONDENT;

AND

DOMINION BLANK BOOK COMPANY
 LIMITED EMPLOYEES' ASSOCIA-
 TION (MISE-EN-CAUSE).

ON APPEAL FROM THE COURT OF KING'S BENCH, APPEAL SIDE,
 PROVINCE OF QUEBEC.

*Appeal—Jurisdiction—Collective labour agreement under The Professional
 Syndicates Act—Decree by Lieutenant-Governor in Council under
 The Collective Agreement Act—Whether relations between employer
 and employees to be governed by the decree or the agreement—
 Judgment by trial judge, declaring agreement void in so far as incom-
 patible with decree, reversed by the appellate court—Motion for
 leave to appeal—Matter in controversy—Future rights—Matter of
 sufficient general importance—Supreme Court Act, section 41—The*

PRESENT:—Rinfret, Davis, Kerwin, Hudson, Taschereau and Rand JJ.

Professional Syndicates Act, R.S.Q., 1941, c. 162—The Collective Labour Agreements' Act, (Q) 1 Geo. VI, c. 49; 2 Geo. VI, c. 52; 4 Geo. VI, c. 38.

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LE COMITÉ
PARITAIRE DE
L'INDUSTRIE
DE
L'IMPRIMERIE
DE
MONTRÉAL
ET DU
DISTRICT
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COMPANY
LTD.

The appellant brought an action against the respondent, praying *inter alia* that a collective labour agreement, entered into between the respondent and its employees' association, *mise-en-cause*, under the provisions of *The Professional Syndicates Act*, be declared illegal and set aside, and that the respondent be ordered to abstain from denying to the inspectors of the appellant access to its premises to inspect its books, etc., under the authority of a decree made by the Lieutenant-Governor in Council under *The Collective Agreement Act*. The respondent contended that it was not subject to the decree, as the latter concerned the printing industry and printing was not its principal business; and it also pleaded that, after the promulgation of the decree, a collective labour agreement entered into between it and its employees became the law of the respondent and its employees and that they were no longer subject to the decree. The Superior Court maintained the appellant's action; but the judgment was reversed by the appellate court. The appellant moved before this Court for special leave to appeal, on the grounds that the issue between the parties involved future rights, as upon the decision to be rendered depends whether the relations between the respondent and its employees should be governed by the decree or by the agreement, they being inconsistent with each other, and that an important matter ought to be decided as to whether there was an implied partial repeal of the provisions of *The Professional Syndicates Act* by the provisions of *The Collective Agreement Act*.

Held, that special leave to appeal should be granted. The matter in controversy in the appeal "involves matters by which rights in future of the parties may be affected" (*Supreme Court Act*, s. 41), and is of sufficient general importance to justify this Court in granting leave to appeal.

MOTION for leave to appeal to this Court, from the judgment of the Court of King's Bench, appeal side, province of Quebec, reversing the judgment of the Superior Court, Bertrand J., and dismissing the appellant's action.

The appellant brought an action against the respondent, praying that a collective labour agreement entered into between the respondent and its employees association, *mise-en-cause*, under the provisions of *The Professional Syndicates Act*, be declared illegal and set aside, that the respondent be ordered to abstain from denying to the inspectors of the appellant access to its premises to inspect its books, etc., under the authority of a decree made by the Lieutenant-Governor in Council under the *Collective Agreement Act*, that an interlocutory injunction granted to that effect be confirmed and that the respondent be ordered to pay to the appellant \$105 as damages. The

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respondent, by its plea, contended that it was not subject to the decree concerning the printing industry; that, even if the respondent did exercise a trade contemplated by the decree, the latter did not apply to it because printing was not its principal business; and, finally, when the respondent, after the promulgation of the decree, formed with its employees a professional syndicate and deposited a collective labour agreement, permissible under *The Professional Syndicates Act*, with the Minister of Labour, that this collective labour agreement became the law of the respondent and its employees and they were no longer subject to the decree. The judgment of the Superior Court maintained the appellant's action, declaring the agreement void in so far as incompatible with the terms of the decree, confirming the interlocutory injunction and condemning the respondent to pay to the appellant \$38.80 as damages. This judgment was reversed by the appellate court: Galipeault and St. Germain JJ. being of the opinion to dismiss the appellant's action because the *Collective Agreement Act* under which the decree had been made did not affect the power to enter into agreements between employers and employees under the *Professional Syndicates Act*, an agreement under that statute being valid even if made subsequently to the decree, within the latter's field of operation and in terms incompatible with its provisions; St. Jacques J. being of the opinion that if the agreement was radically void an action to set it aside was useless and that an injunction was not the proper remedy under the circumstances; Marchand J. being of the opinion that the judgment of the Superior Court was not sufficiently precise in not indicating what part of the agreement was void and further that the injunction was a mandatory one and such an injunction is not known to the laws of Quebec; and Barclay J. being of the opinion that, while the action was well founded, the order was too vague and the case should be remitted to the Superior Court to make it more precise. The appellant moved for leave to appeal to this Court.

Aimé Geoffrion K.C. for the motion.

L. E. Beaulieu K.C. contra.

THE COURT.—We have come to the conclusion that special leave to appeal should be granted in this case.

In our view, the matter in controversy “involves matters by which rights in future of the parties may be affected” and is of sufficient general importance to justify this Court in granting leave.

The costs of the application will follow the event of the appeal.

Leave to appeal granted.

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