LE COMITÉ PARITAIRE DE L'INDUSTRIE DE L'IMPRIMERIE DE MONTRÉAL ET DU DISTRICT (PLAINTIFF) ..... APPELLANT;

1944

*Mar. 3, 6, 7, 8, *May 15.

AND

DOMINION BLANK BOOK COMPANY, LIMITED (DEFENDANT) .... RESPONDENT;

AND

DOMINION BLANK BOOK COMPANY, LIMITED, EMPLOYEES' ASSOCIATION (MISE-EN-CAUSE).

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

Employer and employees—Collective labour agreement, under The Professional Syndicate Act, as to wages and hours of labour—Decree by Lieutenant-Governor in Council under The Collective Agreement Act respecting same—Whether relations between employer and employees to be governed by the decree or the agreement—Agreement null and void if in conflict with the decree—The Collective Agreement Act a law of public order and its provisions obligatory—The Professional Syndicates Act not repealed by The Collective Agreement Act—Both Acts co-exist, but first Act must yield to second Act in case of conflict —Whether judgment is susceptible of execution—Terms of injunction —Whether in conformity with Code of Civil Procedure—Printing operations—Whether employers not printers owing to innovations of modern machinery—Printing not principal business of employer—An Act respecting workmen's wages, 1 Geo. VI, c. 49, amended by 2 Geo. VI, c. 52—The Collective Labour Agreements Act, 3 Geo. VI, c. 61—The Collective Agreement Act, R.S.Q., 1941, c. 163.

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.* At the same time as the action, the appellant made a demand for an interim injunction, and, later, for an interlocutory injunction which were both granted. The Superior Court maintained the appellant's action, declared illegal, irregular and null that part of the agreement conflicting with the decree, confirmed the interlocutory injunction, ordered the respondent to cease to refuse access to its establishment and further condemned the respondent to pay damages in the amount of $33.80.

*PRESENT:—Rinfret C.J. and Hudson, Taschereau, Rand JJ. and Thorson J. *ad hoc.*

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This judgment was reversed by the appellate court, though its members did not agree on the reasons for their decisions.

Held, reversing the judgment of the appellate court and restoring the judgment of the trial judge, that the collective labour agreement invoked by the respondent is null and void: such agreement cannot have the effect of withdrawing the respondent from the application of the decree previously passed under the *Collective Agreement Act.*

The legislature, by the imperative and unequivocal text of that Act (sections 2, 9, 11, 12 and 13) intended to bind all employees and employers who are engaged in a similar trade or business. It is as a consequence of the legal extension conferred by the decree, that all those performing work of the same nature or kind become subject to its provisions. It is furthermore a law of public order, which stipulates in clear terms that the provisions of the decree respecting hours of labour and wages, in a given undertaking, are obligatory, thus rendering null and void all agreements violating or coming in conflict with its dispositions.

Under *The Professional Syndicates Act,* any agreement respecting the conditions of labour, *not prohibited by law,* can form the object of a collective labour agreement, the aim of that law being to enable the working classes to deal collectively with their employers; but such agreement is the law of the parties only and no greater advantages can be derived from these agreements than from those entered into between ordinary corporations or individuals.—A further step was made later with the enactment of *The Collective Agreement Act,* which recognized labour agreements, and further declared, which was the essential feature of the law, that not only the signators to the agreement would be bound by it but also all those exercising in a given region a similar trade. The scope of the collective agreements was thus considerably extended, and even the dissenting employees and employers were bound by the decree. The agreement, stipulating wages and hours of labour, invoked by the respondent violated the decree passed under *The Collective Agreement Act* and is therefore null and void.

But the judgment of this Court should not be interpreted as meaning that the provisions of *The Professional Syndicates Act* have been in any way repealed by *The Collective Agreement Act.* Both laws coexist, and professional syndicates may enter into labour agreements with their employers under the condition, however, that their terms do not conflict with the existing law. The private agreements made under the first Act between employers and employees must necessarily yield to the imperative provisions of the second Act in the territory covered by the decree.

Held, also, that the judgment of the trial judge is susceptible of execution, that it is not affected by any vagueness and that the terms of the injunction granted by him are in conformity with the Code of Civil Procedure.

Held, also, that, upon the evidence, the respondent is engaged in printing operations and that the contention of the respondent that its employees are not in that trade, but are mere operators requiring very little training because of the perfection of modern machinery, is inadmissible.

APPEAL, by leave of appeal granted by this Court (1), from a judgment of the Court of King's Bench, appeal side, province of Quebec, reversing the judgment of the Superior Court, Bertrand J., which had maintained the appellant's action, had declared illegal, irregular and null a labour agreement passed between the respondent and the mise-en-cause, had confirmed an interlocutory injunction and granted a permanent injunction, enjoying the respondent to cease to refuse access to its establishments and to obstruct the work of the inspectors of the appellant and had condemned the respondent to pay a sum of $33.80, being damages incurred for expenses of these inspectors.

The material facts of the case and the questions at issue are stated in the above head-note and in the judgment now reported.

Aimé Geoffrion K.C. and *Laurent Bélanger* for the appellant.

L. E. Beaulieu K.C. and *Ivan Sabourin K.C.* for the respondent.

Alcide Côté for the mise-en-cause.

The judgment of the Court was delivered by

TASCHEREAU J.—In 1937, a collective labour agreement relating to the industry of printing (as defined in the decree) was entered into between several professional syndicates and unions of employees, and over 125 employers.

A few months later, on the 9th of February, 1938, an Order in Council was passed by the Provincial Government of the province of Quebec, and was published in the *Official Gazette* on the 12th of February. This Order in Council, also called the decree, extended without amendment the provisions of this agreement, to all employees and employers, performing work of the same nature and kind in the city of Montreal, and in all the localities situate in a radius of one hundred miles from the boundaries of the island.

In pursuance to the rights and obligations conferred upon them by the law, the parties to the collective agreement formed a joint committee to supervise and ensure the carry-

(1) [1943] S.C.R. 566.

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ing out of the decree, and such committee, which constituted a corporation, had at that time the powers, rights and privileges appertaining to ordinary civil corporations. The committee could further:

(*a*) Compel any professional employer to keep a register indicating the surname, Christian names and residence of each employee in his employ, his competency, the regular and extra hours of daily labour and its nature, as well as the wage paid for such labour, with mention of the method and time of payment;

(*b*) Examine the aforesaid register and the pay-list;

(*c*) Verify, as with any employer and any employee, the rates of wages, the hours of labour, the system of apprenticeship and any other provisions of the decree;

(*d*) Require under oath from any employer or from any employee, and even at the place where the latter does his work, such information as it deems necessary;

(*e*) Require the professional employer to have a copy of the scale of wages which has been made obligatory, or of any decision or by-law, posted up in a suitable place;

(*f*) Levy upon the professional employer alone or upon both the professional employer and the employee, the sums required for the carrying out of the decree; such levying to be made subject to the following conditions * * * etc.

Under the agreement, three zones have been established.

Zone (1): Island of Montreal and a radius of ten miles in a straight line from the boundaries of the Island.

Zone (2): The following municipalities and a radius of two miles from their limits: Three-Rivers, Sherbrooke, Sorel, St. Hyacinthe, Valleyfield, Joliette, Granby, St. John d'Iberville, Laprairie, St. Jérome, Hull; with the exception of establishments which published and printed, as at the 3rd of January, 1938, one or more weekly newspapers.

Zone (3): The whole jurisdiction with the exception of zones (1) and (2) but and comprising all printing establishments possessing and printing a weekly or bi-weekly newspaper and situated within the limits of zones (1) and (2), with the exception that those situate on the Island of Montreal shall continue to be governed by the provisions of zone (1), with the reserve mentioned in zone (2).

The defendant-respondent's establishment is situate at St. John d'Iberville and is therefore included in zone (2).

For a certain period of time after the coming into force of the decree, the respondent paid the levies to the appellant, sent monthly reports, etc., always under reserve of its rights and under protest. But, in July, 1939, the respondent refused to allow the appellant's inspectors to enter its establishment, and a complaint was therefore laid before the Magistrate's Court against the respondent, who had to answer to the charge of hindering the exercising of the

rights conferred on the appellant by the statute. Instead of contesting, the respondent filed a written confession where it pleaded guilty, but without admitting the jurisdiction of the Court and without acknowledging that it was bound by the decree.

Later, in November, 1939, and in January, 1940, the respondent again prevented access to its establishment and to its books to the appellant's inspectors. It was then, as it is now, the contention of the respondent, that it did not fall under the jurisdiction of the decree, because it was not a printing establishment, and because also it had passed with an association of its employees, the mise-en-cause, a special collective labour agreement which prevented the decree from finding any application. The respondent, therefore, ceased to submit to the appellant its monthly reports on wages paid, the hours of labour * * * etc., and ceased also to forward its levies.

In September, 1940, the appellant instituted action in which it claimed (*a*) that the agreement entered into between the respondent and the mise-en-cause on the 26th of September, 1939, be declared illegal, irregular and null, and that it be annulled for all legal purposes; (*b*) that order be given to the defendant, to all its officers, representatives and employees to cease to refuse access to its establishments, books, and to cease also to put any obstacle to the exercise by the inspectors of the appellant, of their powers, rights and privileges; (*c*) that the defendant be condemned to pay to the appellant a sum of $105, being damages incurred for expenses of the inspectors of the plaintiff.

At the same time as this action was taken, there was also a demand for an interim injunction which was granted on the 9th of February, 1940, by Mr. Justice Louis Cousineau, and, on the 18th of November, 1940, an interlocutory injunction was issued by Mr. Justice Trahan.

In the Superior Court, Mr. Justice Charles-Auguste Bertrand maintained the action, declared illegal, irregular and null that part of the agreement conflicting with the decree, confirmed the interlocutory injunction which had been granted by Mr. Justice Trahan, ordered the defendant to cease to refuse access to its establishment, and further condemned the defendant to pay damages in the amount of $33.80, the whole with costs.

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The Court of King's Bench reversed this judgment, but, the learned judges did not agree on their reasons, which we will examine later. The parties are now before this Court, the appellant having obtained special leave to appeal.

Various issues have been raised, and the first ground of defence of the respondent is that it is not affected by the decree, because on the 26th of September, 1939, it entered into an agreement with the mise-en-cause, an association of its employees, and it alleges that this agreement, which is governed by the *Professional Syndicates' Act*, determines amongst other things the wages to be paid, the classification of employees and the hours of labour.

Is this agreement valid, and has it the effect of withdrawing the respondent from the application of the decree under the *Collective Labour Agreement Act?* The Act is found in 1 Geo. VI, c. 49, amended by 2 Geo. VI, c. 52, and by 3 Geo. VI, c. 61, and also in the Revised Statutes of Quebec, 1941, c. 163 (now called *The Collector Agreement Act*). Under this Act, the Lieutenant-Governor in Council:

> may order that a collective labour agreement entered into between employers and employees, respecting any trade, industry, commerce or occupation, shall also bind all the employees and employers in a stated region of the Province.

And section 9 says:

> Whenever a decree is passed under section 2, the provisions of the agreement, whether amended or not, which become obligatory, are those respecting wages, hours of labour, apprenticeship and the proportion between the number of skilled workmen and that of apprentices in a given undertaking.

Section 11 provides that:

> the provisions of the decree entail a matter of public order, and shall govern and rule any hire of work of the same nature or kind as that contemplated by the agreement, in the region of the Province determined by the decree.

Section 12 says that:

> whatever method of remuneration be agreed to between the parties, whether the latter be natural or ideal persons, and whatever be the employer's occupation, it is forbidden to stipulate a remuneration equivalent to a wage below that fixed by the decree.

Section 13 is to the effect that:

> Notwithstanding the provisions of sections 9, 10, 11 and 12 of this Act, the clauses of an individual hire of work contract, when they are to the advantage of the employee, shall be effective, unless expressly forbidden by the provisions of the decree.

It is obvious that by these imperative and unequivocal texts, the legislature intended to bind not only the signators to the agreement, but also all employees and employers who are engaged in a similar trade or business. It is as a consequence of the legal extension conferred by the decree, that all those performing work of the same nature or kind become subject to its provisions. It is furthermore a law of public order, which stipulates in clear terms that the provisions of the decree respecting hours of labour and wages, in a given undertaking, are obligatory, thus rendering null and void all agreements violating or coming in conflict with its dispositions.

The law invoked by the respondent, and under which a contract was passed on the 26th of September, 1939, with an association of its employees, is found in the Revised Statutes of the province of Quebec, 1941, c. 162, under the heading: *An Act Respecting Professional Syndicates.* It authorizes twenty persons or more, engaged in the same profession or in similar trades, to form an association or professional syndicate, the incorporation of which may be authorized by the Provincial Secretary, and if so, notice is given in the Official Gazette. These professional syndicates may appear before the courts, and among other powers conferred upon them by law, they may enter into contracts or agreements with all other syndicates, societies, undertakings, respecting the attainment of their objects, and particularly such as relate to the collective conditions of labour.

This law defines a collective labour agreement as being a contract respecting labour conditions, made between the representatives of a professional syndicate, or of a union, or of a federation of syndicates, on the one hand, and one or more employers, or representatives of a syndicate, union or federation of syndicates or employers, on the other hand. Any agreement respecting the conditions of labour *not prohibited by law,* may form the object of a collective labour agreement.

Are bound by the agreement, the employers and employees who sign it, as well as those who at the time it is signed are members of a syndicate party to the agreement, unless they resign from such syndicate within eight days after the agreement has been deposited with the Minister

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of Labour. Are also bound, those who are members of a group which later joins in the agreement, and those who, after the deposit of the agreement, join a group which was a party to it.

The clear object of this law was undoubtedly to enable the working classes to deal collectively with their employers. Before its enactment, all labour agreements were individual, and the economic inequality existing between the contracting parties did not permit the employees to discuss the conditions of their employment, nor the salary to which they were entitled, on an equal footing. The law now gives the employees an undisputable improved standing, in allowing them to thus deal collectively, and in giving them the right to appear as a legal body before the courts in order to enforce their rights. In addition to these advantages flowing from the right to organize as a syndicate, the law grants no further rights.

The agreement becomes the law of the parties only, and no further advantages are derived from these agreements, than from those entered into between ordinary corporations or individuals. The underlying principle of the law is to allow the labour classes to organize so that they may act collectively.

A further step was made later with the enactment of the *Collective Labour Agreement Act*, which recognized the labour agreements, and further declared, which was the essential feature of the law, that not only the signators to the agreement would be bound to it, but also all those exercising in a given region a similar trade. The scope of the collective agreements was thus considerably extended, and even the dissenting employees and employers were bound by the decree. Any person violating such decree or any of its regulations made obligatory, or any provisions of the Act, declared to be of public order, committed an unlawful act, and was made liable to fine and imprisonment.

I do not think that the respondent can escape the application of this law, by invoking its alleged contract with the mise-en-cause. The *Collective Labour Agreement Act* applies to every one engaged in a similar trade and, specifically forbids to stipulate a wage below that fixed by the decree. Any stipulation to that effect is null and void.

At the time this decree became obligatory, only the clauses of an individual hire of work, when to the advantage of the employee, were effective, unless expressly forbidden by the decree, and this case does not arise here. The law was amended in 1940, and now, section 13 of the statutes of 1941 reads:

> Unless expressly forbidden by the provisions of the decree, the clauses of a lease and hire of work shall be valid and lawful, notwithstanding the provisions of the above sections 9, 10, 11 and 12, in so far as they provide in favour of the employee a higher monetary remuneration in currency or more extended compensation or benefits than those fixed by the decree.

Even if this section applied to the present case, it could not be invoked by the defendant, for an examination of the contract with the mise-en-cause reveals clearly that the conditions of the decree are more advantageous to the employees than those found in the private agreement.

The power conferred upon the contracting parties in the *Professional Syndicates' Act* is to enter into an agreement which is not *prohibited by law.* I cannot but come to the conclusion, that the parties in stipulating the wages and hours of labour, that appear in the impugned contract, violated the *Collective Labour Agreement Act,* and such agreement is therefore null and void.

It would be to my mind most extraordinary, that the dispositions of the *Collective Labour Agreement Act* could be eluded under the pretext raised in the present case. If so, the law would be defeated, and this far-reaching social legislation would indeed be a dead letter in the statutes. If an employer, obviously bound by the decree, may withdraw, and by a unilateral act cease to be affected by its dispositions, all the other parties would clearly have the same rights, thus rendering the law inoperative. By enacting this law, the legislature clearly intended that all the employees of a same category would receive a similar monetary remuneration, and be submitted to like labour conditions. It also intended that the employers, respecting the agreement and paying fair wages, be not put in a constant state of financial instability, by being subject to the disloyal competition of other dissenting employers, who refuse to be parties to the agreement, or who withdraw after having been bound by it.

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Of course, this conclusion must not be interpreted as meaning that the provisions of the *Professional Syndicates' Act* are in any way repealed. Both laws coexist, and professional syndicates may enter into labour agreements with their employers under the condition, however, that their terms do not conflict with the existing law. The private agreements made under *Professional Syndicates' Act* between employers and employees, must necessarily yield to the imperative provisions of the *Collective Labour Agreement Act,* in the territory covered by the decree.

The authorization granted to a group of men to act collectively and to deal in a more efficient way with their employers, surely does not include the privilege of violating the dispositions of an existing law. The contracts they are authorized to pass must necessarily comply with the labour laws of the province, and particularly with section 21 of the *Professional Syndicates' Act,* which says that the conditions of the labour agreement must *not be prohibited by law.*

As to the regions where no decree applies, or where no contract has been entered into under the *Professional Syndicates' Act,* then, the conditions of labour are determined by a Commission appointed under what was formerly *The Fair Wage Act,* now known as *The Minimum Wage Act.* The order of the Commission cannot affect the decree, if one should exist in the locality, but, it does affect the dispositions of a professional syndicate contract, if, the Commission, by a resolution approved by the Minister of Labour, declares that said agreement is less advantageous to the employees than the order itself.

As we have seen, in the Court of King's Bench, the appeal of the present respondent was allowed, but for different reasons.

Mr. Justice Galipeault and Mr. Justice St-Germain, held that the special collective labour agreement, between the respondent and the mise-en-cause, was valid and that, therefore, the defendant was not subject to the decree. I have dealt with this point, and I will now examine the reasons given by the other judges of the Court.

Mr. Justice St-Jacques was of the opinion that, if the dispositions of the agreement are null *ab initio* as contrary to a law of public order, an action does not lie to have

a declaration to that effect, and that a judgment would then merely amount to a theorical declaration. He further held that an injunction, being an accessory to a principal action, cannot stand alone, when the action fails.

With deference, I have come to the conclusion that, in this case, the plaintiff was entitled to ask and obtain such declaration of nullity. In order to avoid the effect of the decree, the respondent alleged its contract with the mise-en-cause, and claimed that it superseded the general law. This obstacle had obviously to be removed, and nothing but a declaration of the Court, to the effect that this contract was null and void, could serve the purposes of the appellant. All its other claims, injunction and damages were subordinated to the legality or illegality of this contract, and the pronouncement that it is illegal, paved the way for the other remedies that it claimed. How could the injunction be declared permanent, and damages awarded, without this declaration of nullity?

It is of frequent occurrence that our courts make such pronouncements, as for instance in cases of nullity of marriage, or nullity of by-laws or resolutions passed by municipal corporations, and which are declared to be *ultra vires*. And if any authority is needed for this proposition, one may refer to *Donohue Bros.* v. *Corporation de la Malbaie* (1), where an action was brought by the appellants to have a valuation roll declared null and void, and to the more recent case of *Rodier et al* v. *Les Curé et Marguilliers de l'Oeuvre et Fabrique de la Paroisse de Ste-Hélène* (2), where the Court of King's Bench declared null an assessment made by trustees.

Mr. Justice Marchand thought that the judgment of the trial judge is not susceptible of execution, and further that the injunction granted is a mandatory injunction, which is unknown to the Code of Civil Procedure. The trial judge said:

> La Cour déclare illégal, irrégulier et nul, et elle annule à toutes fins que de droit, l'accord de travail intervenu entre la défenderesse et la mise-en-cause le 25 septembre 1939; quant à toutes celles de ses stipulations qui sont incompatibles avec les dispositions du décret relatif aux métiers de l'imprimerie.

The respondent is not engaged only in the trade of printing, but is interested also in other trades, which are

(1) [1924] S.C.R. 511. (2) Q.R. [1944] K.B. 1.

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in no way affected by the decree, which covers only printers and other allied industries mentioned in the decree. The judgment of the trial judge amounts merely to a declaration, that the contract entered into between the respondent and the mise-en-cause is severable, and must be considered as inexistent only its dispositions relating to printers. I do not think that it can be said that this judgment lacks the sufficient precision necessary to make it susceptible of execution.

As to the objection that the injunction is mandatory, it is I think useful to refer, first of all, to the injunction itself, which says:

> A la requête de ladite requérante, le Comité Paritaire de l'Industrie de l'Imprimerie de Montréal et du district, nous, soussigné, juge de la Cour Supérieure, siégeant pour ledit district d'Iberville, commandons et enjoignons sous les peines que de droit à vous, dite Dominion Blank Note Book Company Limited, et à vos officiers, représentants et employés, de ne pas commettre, cesser, sous toutes peines que de droit, jusqu'à l'expiration du décret relatif aux métiers de l'imprimerie, de refuser l'accès de l'établissement, des livres et des employés de l'intimée aux inspecteurs de la requérante, et de mettre obstacle, de quelque façon que ce soit, à l'exécution par les inspecteurs de la requérante des pouvoirs, droits, devoirs et privilèges de la requérante, jusqu'à ordonnance contraire.

The order given to the respondent is "to cease" to refuse to the inspectors, access to the establishment, books, etc., and to cease also to prevent in any way whatever the inspectors from fulfilling their duties, and exercising their rights and privileges. Before this injunction was issued, the respondent, through its officers and employees, had clearly refused access to the inspectors in its manufacture. That was the act complained of. The injunction enjoins the respondent to refrain from this *specified act*, and to suspend all operations which may hinder the fulfilment of the inspectors' duties. This is in accordance with section 964 of the Code of Civil Procedure which reads:

> The injunction consists of an order enjoining the opposite party, his servants, agents and employees, to *refrain from a specified act* or to suspend all acts and operations respecting the matters in controversy under pain of all legal penalties.

And any person, against whom such an injunction is directed, who contravenes its commands, is liable to a fine not exceeding $2,000, without prejudice to the right of the party aggrieved, to recover damages.

I think, therefore, that this judgment of the learned trial judge is susceptible of execution, that it is not affected by the alleged vagueness, reproached by Mr. Justice Marchand, and that the terms of the injunction are in conformity with the Code of Civil Procedure.

Mr. Justice Barclay came to the conclusion that the agreement was null, and on that point he shared the opinion of the trial judge. He, however, thought that the record should be sent back to the Superior Court for re-adjudication, because one cannot find in the judgment sufficient precision to permit of its execution. What I have said in dealing with Mr. Justice Marchand's reasons need not be repeated here, and are sufficient to show that I cannot share the opinion of the learned judge on this point.

The last argument submitted by the respondent is that it is not subject to the decree, because it exercises none of the trades contemplated by it. In the alternative, the respondent claims also that even if it exercised the trades covered by the decree, the latter still would not be applicable for the printing operations of the respondent do not constitute its principal business.

I unhesitatingly come to the conclusion that the respondent is engaged in printing operations, and that the contention of the respondent that its employees are not in the trade, but are mere operators requiring very little training, because of the perfection of its modern machinery, is inadmissible. I fully agree with Mr. Justice Barclay who expressed his views as follows:

> The appellant company maintains and attempted to prove that no "métier d'imprimerie" is exercised in its plant because its employees work on machinery so modern and so perfect that the operators do not need to be "hommes de métier" to do their work, that in fact any person can in practically no time learn to do the work and if they did this work and nothing else for years they would never become "hommes de métier". The answer to that contention is that the decree applies to the industry of printing; that is the trade contemplated or *visé*. It is not the manner in which the printing is done nor the qualification of the operator which is contemplated at all; it is the industry as such which is contemplated. In its ordinary sense, the word "métier" means "toute profession manuelle ou mécanique", or "ce que l'on fait habituellement". When, therefore, the decree refers to "all persons engaged in the production of printing", the fact that a person so engaged has not all the qualifications he might have is of no consequence in this particular issue. As a matter of fact, the appellant had in its employ one or more employees who were "hommes de métier", within the restricted meaning which it seeks to give to this term. The only question of importance is whether in fact the appellant company is "engaged in the production of printing", and

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the answer to that question is clearly in the affirmative. The learned trial judge so finds, and in his elaborate judgment he gives his reason for so finding and the evidence on which he bases that reason, and I can find no error in his conclusion.

As to the other submission that the decree does not apply because printing is not the principal business of the defendant, I find the short answer in paragraph 1 (*a*) of section 1 of the decree itself which reads as follows:

> All persons engaged in the production of printing * * * whether in religious institutions, trade plants, private, industrial, commercial or any other establishment, and whether such operations *constitute its principal business or are accessory to some other business or enterprise.*

On the whole, I have reached the conclusion that the appeal should be allowed, and the judgment of the trial judge restored with costs to the appellant against the respondent in the Superior Court and in the Court of King's Bench. The appellant will have its cost of the appeal to this Court against both the respondent and the mise-en-cause.

Appeal allowed with costs.

Solicitors for the appellant: *Slattery, Bélanger & Paré.*

Solicitor for the respondent: *Ivan Sabourin.*

Solicitor for the mise-en-cause: *Alcide Côté.*