

CONVICTION MADE UNDER THE ALIEN LABOUR ACT HERE

Magistrate Mackay Fines the
Gamble-Robinson Fruit
Co., Limited, \$200.

FIRST TRIAL IN SAULT UNDER ACT

It is Expected That Defen-
dants Will Carry Case to
Higher Court.

The case of the King vs. Gamble
Robinson Fruit Company, Limited,
for contravention of the Allen Labor
Act was tried before Magistrate Mac-
Kay on November 21, but judgment
was reserved. The judgment has now
been announced and the finding is
against the defendant company.

This is the first case under the
Allen Labor Act that has been tried
in the Sault, and action was taken
under consent obtained from the Dis-
trict Judge, in accordance with Sec-
tion 5 of the act. Mr. C. A. Batson
was counsel for the prosecution and
Mr. P. T. Rowland appeared for the
defendant company. It is expected
that the defendants will move against
the conviction.

The text of the judgment is as fol-
lows:

JUDGMENT.

"I find the defendant company
guilty of violating the provisions of
the "Allen Labour Act" in that they
did knowingly assist and encourage
the immigration into Canada of one
Carl J. Sanders, an alien under a con-
tract, parole or special, express or em-
ployed.

"I hold that the defendant com-
pany being a company doing business
under a charter granted by the Pro-
vince of Ontario, and having its head
office in Sault Ste. Marie, in the Pro-
vince of Ontario, must be held respon-
sible for acts done or contracts made
by the president of the company, no
matter if made when temporarily ab-
sent from the Province or not, and all
agreements made and instructions is-
sued by the directors of the said com-
pany, by or through their president,
Ross A. Gamble, during such tempo-
rary absence, must be held to be the
expressed wish and intention of the
companies directors, and of the same
effect as if issued from the company's
head office in Canada."

"It is clear that the said Carl J.
Sanders previous to his arrival in Can-
ada was in possession of a promise or
agreement from the defendant com-
pany of a position as manager of their
office and business in this city, and
also that he would be enabled to se-
cure certain shares of the company's
stock, both of which promises were
of a character to encourage and ac-
tually did encourage and induce the
said Carl J. Sanders to come to Can-
ada, and I hold these promises made
by the defendant company to be a
direct violation of the Allen Labour
Act of the Dominion of Canada.

"Whatever Mr. Sanders may have
understood as to the state of the ne-
gotiations when leaving for Canada
his immediate assumption of the dut-
ies of manager, his presentation of
the president's letter of Sept. 9th to
the Manager of the Royal Bank of
Canada, at Sault Ste. Marie, and the
contents of that letter taken together
leaves no room for doubt that the de-
fendant company believed the agree-
ment complete and the contract clos-
ed.

"The fact of Carl J. Sanders as-
suming the duties as Manager and
carrying them on for some time prior
to any actual purchase of stock by
him in the company is strong pre-
sumptive evidence that he also con-
sidered the part of his contract with
the defendant company relating to
his position as manager settled and
complete.

"I therefore impose a penalty of
\$200 upon the Gamble-Robinson Fruit
Company and order them to pay the
costs of the court in the matter."