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TO HIS EXCELLENCY



Major-General the Right Honourable the Earl of Athlone, Knight of the Most Noble Order of the Garter, a Member of His Majesty's Most Honourable Privy Council, Knight Grand Cross of the Most Honourable Order of the Bath, Grand Master of the Most Distinguished Order of Saint Michael and Saint George, Knight Grand Cross of the Royal Victorian Order, Companion of the Distinguished Service Order, one of His Majesty's Personal Aides-de-Camp.

GOVERNOR GENERAL AND COMMANDER IN CHIEF
OF THE DOMINION OF CANADA

Report of a Committee of the Privy Council ON MATTERS
OF STATE.

PRESENT

The RIGHT HONOURABLE

W. L. MACKENZIE KING

THE HONOURABLE

T. A. CRERAR

J. L. RALSTON

I. A. MACKENZIE

C. G. POWER

J. L. ILSLEY

J. E. MICHAUD

J. G. GARDINER

N. A. McLARTY

J. A. MacKINNON

W. P. MULOCK

C. W. G. GIBSON

A. L. MACDONALD

J. T. THORSON

L. S. ST. LAURENT

H. MITCHELL

APPROVED.
11 MAY 1942

May it please Your Excellency

GOVERNMENT
His Majesty's
Order of the Bath,
Victorian Order,
Honourable Privy Council,
the Most Noble Order of the Garter,
Major-General the Right Honourable
the Governor-General of Canada

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*The Proceedings of a Meeting of the Committee
of the Privy Council held on the eleventh day of
May, 1942, contained in this Report, comprising
items numbered:*

P.C. 3864	P.C. 3897	P.C. 3930
P.C. 3865	P.C. 3898	P.C. 3931
P.C. 3866	P.C. 3899	P.C. 3932
P.C. 3867	P.C. 3900	P.C. 3933
P.C. 3868	P.C. 3901	P.C. 3934
P.C. 3869	P.C. 3902	P.C. 3935
P.C. 3870	P.C. 3903	P.C. 3936
P.C. 3871	P.C. 3905	P.C. 3937
P.C. 3872	P.C. 3906	P.C. 3938
P.C. 3873	P.C. 3907	P.C. 3939
P.C. 3874	P.C. 3908	P.C. 3940
P.C. 3875	P.C. 3909	P.C. 3960
P.C. 3876	P.C. 3910	
P.C. 3877	P.C. 3911	
P.C. 3878	P.C. 3912	
P.C. 3879	P.C. 3913	
P.C. 3880	P.C. 3914	
P.C. 3881	P.C. 3915	
P.C. 3882	P.C. 3916	
P.C. 3883	P.C. 3917	
P.C. 3884	P.C. 3918	
P.C. 3885	P.C. 3919	
P.C. 3886	P.C. 3920	
P.C. 3887	P.C. 3921	
P.C. 3888	P.C. 3922	
P.C. 3889	P.C. 3923	
P.C. 3890	P.C. 3924	
P.C. 3891	P.C. 3925	
P.C. 3892	P.C. 3926	
P.C. 3893	P.C. 3927	
P.C. 3894	P.C. 3928	
P.C. 3895	P.C. 3929	

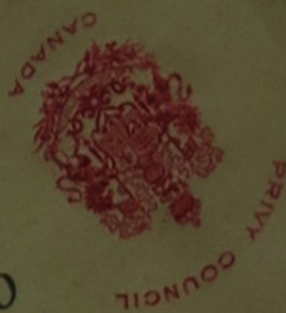
are submitted for Your Excellency's approval.

Government House,
Ottawa.

*Approved
Athlone.*

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GOVERNOR
His Majesty's Representative
Saint Michael and S
Order of the Bath, Grand
Honourable Privy Council,
the Most Noble Order of the
Major-General the Right Honourable
TO HIS EXCELLENCY
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P.C. 3903



Amended by PC 1373 - 19.2.43

13 May 1942

*1 Labour - a.
1 Trin. - a.
2 A.G. - a.
2 Comf. - a.
1 P.M. - a.
1 Kearn.
1 K.*

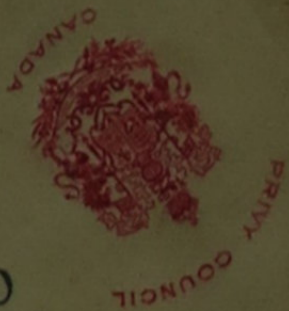
The Committee of the Privy Council have had before them a report, dated 7th May, 1942, from the Minister of Labour, representing that an amount of One Hundred Thousand Dollars (\$100,000) has been made available from the War Appropriation (1942-43) for the purpose of permitting the Dominion to assist the Province of Ontario to execute a plan for recruiting, transporting to, and placing upon farms within the Province, during the fiscal year 1942-43, labourers, male and female, suitable for farm work, who are available in other provinces and in the urban centres of said Province, to the end that a threatened curtailment in agricultural production essential to the national war effort may be averted;

That it is deemed expedient that the Minister of Labour be authorized, on behalf of the Dominion, to enter into an agreement with the Province of Ontario setting forth the conditions under which the aforementioned assistance may be given and under which Dominion expenditure in respect thereto may be administered, pursuant to draft agreement attached hereto; and

That, as a part of the activities under the aforesaid plan, it is proposed to employ certain of the persons of the Japanese race, moved from the restricted areas of Canada, as labourers on sugar beet farms and at other agricultural work in the Province of Ontario and it is deemed expedient that, in addition to the \$100,000 referred to in paragraph 1 above, the Minister of Labour be authorized to expend from the moneys allotted to the Department of Labour from the War Appropriation 1942-43 for the movement, placement, housing and care of said persons, an amount not in excess of \$15,000 to provide necessary housing accommodation, policing, and/or other care for such of the said persons as may be moved into said Province and employed under the terms of said agreement.

The/

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2.

The Committee, therefore, on the recommendation of the Minister of Labour, advise that under the authority of the War Measures Act, the Minister of Labour be hereby authorized (1) to enter into an agreement, on behalf of the Dominion, with the Province of Ontario, in accordance with draft agreement attached hereto; (2) to expend, from the moneys allotted to the Department of Labour from the War Appropriation 1942-43 for the movement, placement, housing and care of the persons of the Japanese race referred to in paragraph 3 above, an amount not in excess of \$15,000 to provide necessary housing, policing, and/or other care for such of said persons as may be moved into the Province of Ontario and employed under the terms of the aforementioned agreement, towards the cost of which provision the said Province shall not be liable to contribute.

W. R. ...

Approved.

Athlone.

11.5.42

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MEMORANDUM OF AGREEMENT entered into this
day of _____, A.D. 1942.

B E T W E E N:

HIS MAJESTY THE KING in the right of
the DOMINION OF CANADA (hereinafter
called the "Dominion") represented
herein by the Honourable Humphrey
Mitchell, Minister of Labour,

OF THE FIRST PART

AND

HIS MAJESTY THE KING in the right of
the PROVINCE OF ONTARIO (hereinafter
called the "Province") represented
herein by the Honourable P. M. Dewan,
Minister of Agriculture.

OF THE SECOND PART

WHEREAS pursuant to the War Measures Act, the sum
of One Hundred Thousand Dollars (\$100,000) has been made
available by the Dominion for the purpose of assisting the
Province to execute a plan for recruiting, transporting to
and placing upon farms within the Province, during the fiscal
year 1942-43, labourers, male and female, suitable for farm
work, who are available in other provinces and in the urban
centres of the Province, to the end that a threatened curtail-
ment in agricultural production essential to the national war
effort may be averted.

AND WHEREAS by Order in Council it is authorized
that Dominion expenditures in respect to the aforesaid plan
be administered by the Unemployment Insurance Commission upon
conditions to be prescribed by the Minister of Labour for
Canada;

AND WHEREAS it is deemed expedient that the aforesaid conditions be set forth in writing;

NOW THEREFORE it is agreed between the parties hereto as follows:

1. Wherever the expression "the Minister" appears in this Agreement same shall mean the Minister of Labour for Canada.
2. Subject to the conditions and limitations hereinafter contained and to such additional conditions not at variance therewith as the Minister may declare by writing delivered to the Province subsequent to the date hereof, the Dominion will pay to the Province not in excess of One Hundred Thousand Dollars (\$100,000) to assist the Province in defraying, to the extent set out in paragraph 4 hereunder, all costs which are not excepted from Dominion contribution by this Agreement and which are incurred by the Province, during the term hereof, in executing a plan of recruiting, transporting to and placing upon farms in the Province, during the term hereof, labourers, male and female, suitable for farm work, who are available within the Province, or, subject to the approval of the Unemployment Insurance Commission before any such movement of farm workers is undertaken, who are available from other provinces.
3. It is understood that the liability of the Dominion in respect to the aforesaid plan shall be that of a voluntary contributor only and that the Province is fully charged with the administration of the plan. It is further understood that, except as otherwise specifically provided herein, the Dominion will not contribute to Provincial costs of administration and will in no event contribute a greater percentage of any cost incurred in respect to said plan than that contributed by the Province.
4. Subject as aforesaid, the Dominion will pay to the Province fifty per centum of the following costs of the aforesaid plan;



Major-General the Right Honourable the Earl of Athol
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of the Bath, Grand Master of the Order of the
Victorian Order, Companion of the Order of the
His Majesty's Personal
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Salaries and necessary travelling expenses (excepting airplane transportation) of Provincial Office Staff who devote full time to execution of the plan, provided, however, that the Unemployment Insurance Commission shall be notified of the names, positions, duties and salary rates of all such staff, and shall give approval in such cases before any expenditures may be charged to the Dominion;

- (b) Salaries and necessary travelling expenses (excepting airplane transportation) of a full-time field staff or not more than eighteen (18) men and women unless the Minister has first approved in writing additional appointments;
- (c) Advertising, printing and stationery, not in excess of a total Dominion payment of \$15,000; provided that the Unemployment Insurance Commission shall approve any expenditures for advertising outside of the Province, before expenditures are incurred;
- (d) Telephone and telegraph charges;
- (e) (1) Transportation of single farm workers and of farm family groups and their effects from other provinces, including where necessary the return fare of such of the former class as are not employed beyond November 30th, 1942 and,
(11) Transportation of workers resident within the Province from their homes to the place of employment;
with the condition that the Dominion will not contribute to any of the aforesaid transportation at a rate in excess of the equivalent of second class railway fare for the distance travelled;
- (f) The expenses incurred incidental to accidents suffered by any labourer, male or female, while employed pursuant to the Plan, including staff members employed in the hostels and camps: provided, however:

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(1) That the sum payable to the Province by the Dominion under this clause may not exceed twenty-five hundred (\$2,500) dollars;

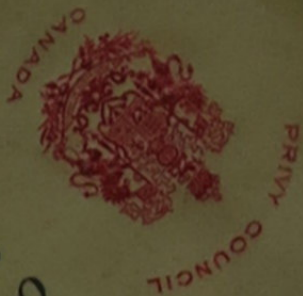
(11) That it is understood and agreed that this clause does not apply to accidents suffered by persons who would normally follow agricultural employment; and,

(111) That in agreeing to share expenditures made by the Province under this clause, the Dominion does not accept any legal liability for accidents suffered by any person, where such liability would not otherwise exist;

- (g) The expenses of opening and conducting necessary hostels or camps for workers, including staff salaries, wages and board, the travelling expenses of camp supervisors, the rental, but not the purchase price, of lands and buildings for hostel or camp purposes other than those provincially or municipally owned, necessary additions, alterations or repairs to hostel or camp premises, but when the total cost of said additions, alterations or repairs, made in accordance with this Agreement exceeds Fifteen Thousand Dollars (\$15,000) in respect to these hostel or camp premises the Dominion will not contribute unless the Minister has first approved thereof in writing; and installation and service charges for not more than one telephone for each hostel or camp, the rental and/or purchase price, of necessary hostel and camp equipment;
- (h) Assessments or rates paid by the Province by way of premiums for accident or workmen's compensation covering the officials and employees while executing and servicing the aforesaid plan.

5. No portion of wages payable to farm labourers dealt with under the plan shall be a charge against the aforesaid plan, except such board and/or lodging as may be provided to

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persons accommodated in a hostel or camp actually operated under the plan.

6. Except as otherwise provided herein each of the parties hereto shall fully bear its own costs of administration incurred in connection with this agreement.

7. If any question arises as to the liability of the Dominion to contribute to any expenditure certified as having been incurred pursuant to the terms hereof, the decision of the Minister of Labour for Canada in respect thereto shall be final and binding upon the parties hereto.

8. The Province agrees to make the fullest possible use of the placement facilities of the Employment and Claims Offices of the Unemployment Insurance Commission to further the plan: no charge therefor will be made to the plan, however.

9. The Province agrees to use its best endeavours to ensure that the term of employment for any labour recruited outside of the Province shall be of substantial length and that the terms of employment in each case are clear and precise.

10. The Dominion and the Province each agrees to use its best endeavours to obtain from all transportation concerns transporting workers under the aforesaid plan the most favourable rates possible.

11. The Province agrees that, in the administration of this Agreement and the matters therein referred to, no discrimination shall be allowed against nor in favour of any employer or employee by reason of his or her nationality, racial origin, religious views or political affiliations.

12. The Dominion may appoint a representative or representatives to inspect and report on any matters relevant to this Agreement and the Province will facilitate, as fully as it can, every inspection made by said representative or representatives.

13. The Province agrees to maintain adequate records of all expenditures incurred in respect to which it requests

the Dominion to contribute under this Agreement, such records be segregated from, although reconciled with the continuing books of account of the Province and undertakes to furnish such information and produce such records, documents, files and applications directly or indirectly connected with the operation of this Agreement as officers of the Dominion may deem necessary to permit full examinations and audits of the related accounts to be made.

14. It is agreed that statements of accounts for expenditures made by the Province when submitted for Dominion contribution pursuant to the provisions of this Agreement shall be accompanied by a certificate of the Provincial Auditor and be made in such form as the Unemployment Insurance Commission may direct from time to time.

15. It is understood and agreed that all funds received by the Province from the Dominion pursuant to the provisions of this Agreement shall be used solely for the purposes of the Agreement and that disbursements of the Province shall not be or become eligible for payment of the contributions of the Dominion unless they are made in legal tender or by cheque or other instruments drawn on a chartered bank.

16. It is understood and agreed that the Dominion shall not be liable to any claim for expenditure submitted by the Province under the terms of this Agreement unless such claim is submitted within 120 days next after the last day of the month in which the expenditure described in the claim was incurred.

17. The Province shall furnish to the Dominion a monthly report or reports setting forth such statistical and other information relative to the carrying out of this Agreement in such form as the Unemployment Insurance Commission may request.

The term of this Agreement for the incurring of expenditures contributable to by the Dominion shall be from April 1st, 1942 to March 31st, 1943, inclusive, unless same is sooner terminated by mutual consent of the parties hereto.

IN WITNESS WHEREOF the Honourable Humphrey Mitchell, Minister of Labour, has hereunto set his hand on behalf of the Dominion of Canada and the Honourable P. M. Dewan, Minister of Agriculture, has hereunto set his hand on behalf of the Province of Ontario.

SIGNED on behalf of the Dominion of Canada by the Honourable Humphrey Mitchell, Minister of Labour,

IN THE PRESENCE OF

SIGNED on behalf of the Province of Ontario by the Honourable P. M. Dewan, Minister of Agriculture,

IN THE PRESENCE OF

Humphrey Mitchell
George Theene

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His Majesty's Personal Ai
Victorian Order, Companion
Saint Michael and Saint George
Order of the Bath, Grand Master
Honourable Privy Council, Knight Garter, a
the Most Noble Order of the Garter, a
Major-General the Right Honourable the
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