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Résumé de l'article

En Mai 1879, les travailleurs engagés à la construction d'un tronçon du chemin de fer du Canadien Pacifique se mirent en grève pour réclamer les salaires arriérés, le rétablissement des structures de salaires et une amélioration de la pension et de l'aide médicale. Les conditions de travail, les causes et l'issue de la grève étaient typiques de l'expérience des travailleurs non-qualifiés engagés sur des projets de construction de grande envergure au 19e siècle. Les ouvriers obtinrent le paiement des salaires arriérés, mais pratiquement rien de plus. De plus, le conflit de travail se traduisit pour Joseph Whitehead, l'entrepreneur, par la perte du contrat de construction. La grève contribua probablement aussi à la disparition de l'octroi de petits contrats pour la construction du chemin de fer transcontinental.

ARTICLES

The Construction Workers' Strike on the Canadian Pacific Railway, 1879

David J. Hall

HISTORIANS OF THE CANADIAN PACIFIC RAILWAY and of Canadian labour generally have paid scant attention to the early construction phase that preceded the contract with the Canadian Pacific Railway Company in 1880-81. A major exception is Pierre Berton, whose popular *National Dream* vividly recounts something of the corruption surrounding the contracts, the colourful events and personalities, and the working conditions that led to lawlessness and drunkeness in a "Sodom-on-the-Lake" at Rat Portage (later Kenora) on Lake of the Woods.[1] Even Berton, however, largely ignores the labour difficulties, which led to several short-term wildcat walkouts, usually of a day or so in duration, and then finally to a full-scale strike in May 1879.[2]

This strike is interesting for several reasons. It appears to have been the first in the history of the CPR. The strike was carried out against a contractor on one section of the line, Joseph Whitehead, because of his failure to live up to his end of the understood contract with his workers, to provide the promised wages,

[1]Pierre Berton, *The National Dream: The Great Railway 1871-1881* (Toronto 1970), chs. 6 and 7, and particularly 289-300. Two examples of the scant treatment in standard histories are W. Kaye Lamb, *History of the Canadian Pacific Railway* (New York 1977), 49-52; H.A. Innis, *A History of the Canadian Pacific Railway* (Toronto [1923], 1971), 86-93. T.D. Regehr briefly addresses the contracting system in the 1870s in "Contracting for the Canadian Pacific Railway," in Lewis H. Thomas, ed., *Essays on Western History* (Edmonton 1976), 113-7.

[2]Berton's one brief allusion to the labour difficulties is on 287.

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reasonable board, and adequate medical attendance. Whitehead's limited resources and some serious miscalculations in using those resources — particularly trying to buy political influence — led him to try to cut corners by reducing wages and delaying payment, which brought worker dissatisfaction to a head. The militia was called out to maintain order. As a result of the strike, the workers did secure the back pay owed them (through a government loan), but attained none of their other objectives, and many of them lost their jobs. As for Whitehead, the strike contributed to his inability to fulfil the terms of his government contract. In turn, this experience, along with difficulties with other small contractors, perhaps helped to confirm the determination of the Conservative federal government after 1878 to abandon the system of limited contracts in favour of a single contract to complete the entire line from Montréal to the Pacific Coast.

THE EXPERIENCE of the unorganized, usually unskilled or semi-skilled, worker on Canada's large construction projects was, in its broad outline, remarkably consistent, from the canal construction of the 1830s and 1840s to railway construction through World War I.[3] As the process became more systematized, recruiters sprang up to find workers for a fee (and often a kickback from the employers), usually from among a pool of itinerant labourers, of farmers and others looking for seasonal employment to supplement their income, and of immigrants who sometimes were brought to Canada specifically to work on such projects. The workers most often signed an individual contract which specified the rate of pay and the various deductions for room and board, and for medical attendance. By the time the men arrived at the construction site, they often were encumbered by a debt which could take several weeks or even months of labour to repay; the debt was incurred for travel expenses to the job site, and often for needed supplies such as clothing and blankets.

Once at the job site, the workers would be bedded in overcrowded bunkhouses which frequently leaked when it rained, were inadequately ventilated or insulated, were infested with lice, and often were filled with smoke in an effort to control the mosquitoes and black flies. Diet was largely an unvaried routine of staples such as beans, potatoes, bread, biscuits, salt pork, bacon, corned (or sometimes fresh) beef, molasses and tea, usually adequate in quantity, but mediocre or poor in quality. As

[3]By far the most detailed study of conditions in the railway camps is Edmund W. Bradwin, *The Bunkhouse Man: A Study of Work and Pay in the Camps of Canada 1903-1914* (Toronto 1972). The best treatment of the situation on the canals is Ruth Bleasdale, "Class Conflict on the Canals of Upper Canada in the 1840s," *Labour/Le Travailleur*, 7 (1981), 9-39. Useful material also may be found in John T. Saywell, *Across Mountain and Muskeg: Building the Canadian Transportation System*, Economic Council of Canada, Discussion Paper No. 22, February 1975; and in Bryan D. Palmer, *Working-Class Experience: The Rise and Reconstitution of Canadian Labour, 1800-1980* (Toronto 1983), 35-9.

a result of this diet, scurvy was a not uncommon by-product of camp life. Days were long — usually 10 or 12 hours, six days a week — and the labour both backbreaking and dangerous. Survival required enormous patience and determination, and the good luck not to submit to disease or suffer injury.

To make money required not only these characteristics and fortunate circumstances, but also the self-discipline to avoid unnecessary purchases at the highly expensive company stores, which usually had a monopoly, or spending on gambling, liquor or prostitutes. In most places liquor and prostitution were forbidden by law, but the enterprising usually found ways to circumvent the law and cater to the 'needs' of an isolated, lonely, often somewhat depressed group of single young men.[4]

The so-called common labourers, or navvies, were not always a docile, pliable labour force. They could be rowdy and roused to riot or strike action for a variety of reasons. Sometimes there was ethnic conflict, as was the case with French-Irish conflict in the shipyards of the St. Lawrence, the logging camps of the Ottawa, or the canal construction in the Canadas; or there might be religious conflict between Protestants and Roman Catholics.[5] Sometimes the workers were roused against labour-saving devices which they believed endangered their livelihood.[6] Most often they rioted or struck over the issue of money.[7] Unhappily for the workers, these actions usually occurred spontaneously — some thought almost habitually — with little or no advance planning or official leadership; they also "were sometimes violent and usually futile."[8]

In pre-Confederation Canada patterns of railway construction developed that carried through at least until the formation of the Canadian Pacific Railway Company in 1880-81, with implications for the common labourer. Most contracts, even including much of the work on the Grand Trunk Railway, were given to small Canadian contractors or sub-contractors who were usually undercapitalized and often inexperienced.[9] Where government was involved, patronage rather than

[4]For a case different from those described by Berton, see A.R.M. Lower, *My First Seventy-Five Years* (Toronto 1967), 65-6. See also Saywell, *Across Mountain*, 37; and Col. S.B. Steele, *Forty Years in Canada* (Toronto 1918), 194-5.

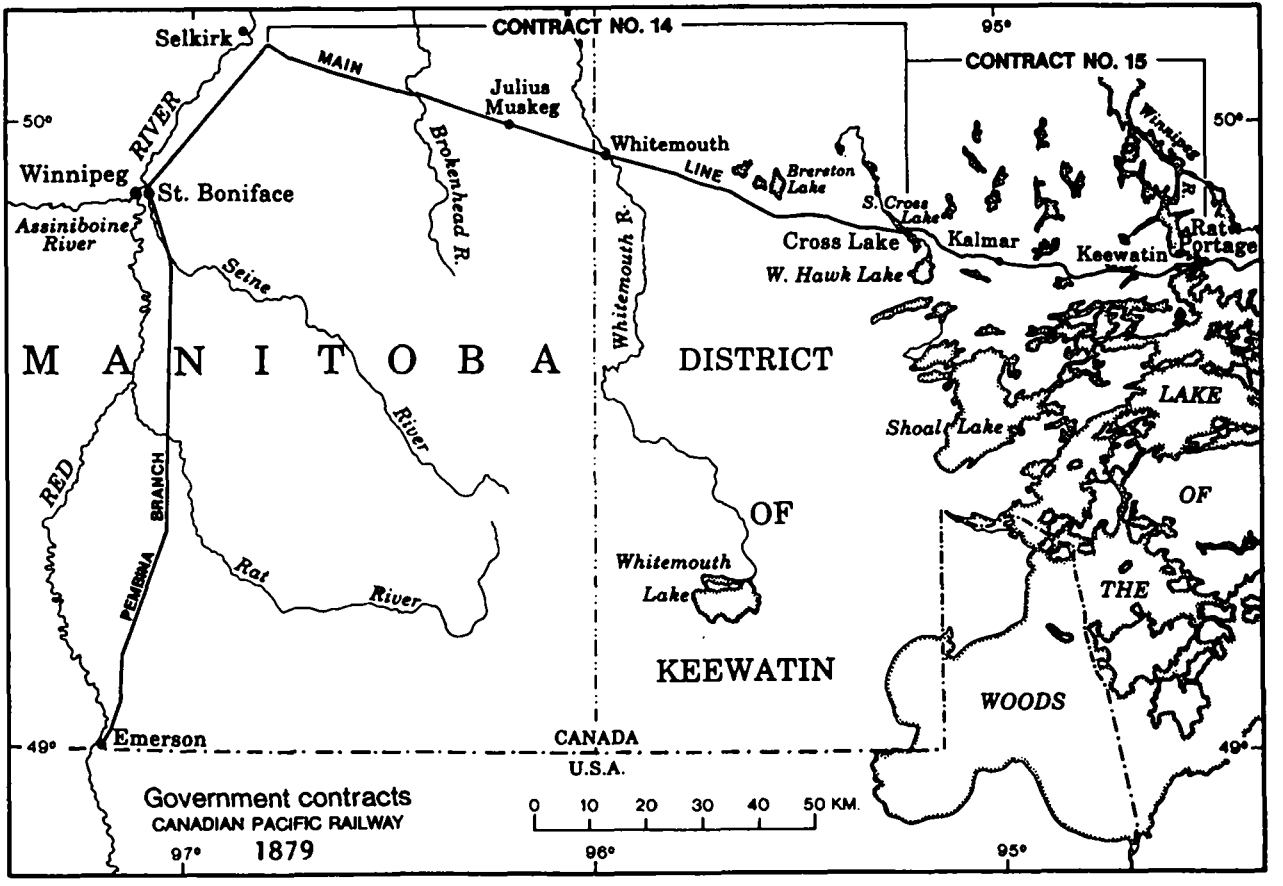
[5]See Palmer, *Working-Class*, 37-8; Bleasdale, "Class Conflict," 19-24.

[6]Palmer, *Working-Class*, 38, 70.

[7]Desmond Morton with Terry Copp, *Working People: an Illustrated History of Canadian Labour* (Ottawa 1980), 10-11; Paul Campbell Appleton, "The Sunshine and the Shade: Labour Activism in Central Canada, 1850-1860," MA thesis, University of Calgary, 1974, 132. Appleton asserts, "As far as the common labourer was concerned, money was always the central issue during the fifties. Wages, or the lack of them, were behind almost every strike and incident of labour violence among the unskilled." See also the comments of Palmer on the strike of navvies near Port Colborne in 1854; Palmer, *Working-Class*, 69.

[8]Morton and Copp, *Working People*, 10, 49.

[9]A.W. Currie, *The Grand Trunk Railway of Canada* (Toronto 1957), 28; G.R. Stevens, *Canadian National Railways*, I, *Sixty Years of Trial and Error (1836-1896)* (Toronto 1960), 101-2.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LINE
Julius
Muskeg
Whitemouth
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S. Cross
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Winnipeg
RIVER
St. Boniface
Assiniboine
River
Brokenhead R.
Whitemouth R.
Cross Lake
Kalmar
Keewatin
Rat
Portage
W. Hawk Lake
Seine
River
M A N I T O B A
DISTRICT
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Shoal Lake
OF
THE
WOODS
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BRANCH
PEMBINA
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Government contracts
CANADIAN PACIFIC RAILWAY
1879
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competence often was a major factor in awarding the contracts. Moreover in the 1850s labour shortages helped to maintain wages at fairly high levels relative to rates in Britain; already forced into shaving construction costs in every other way in order to remain solvent, employers naturally made every effort to make savings in their wage and accommodation accounts as well.[10] Labourers, faced with rising living costs, became just as militant in seeking to protect or raise wage levels, contributing to unprecedented levels of conflict, beginning most notably with strikes on the Great Western Railway in the years 1851-53.[11] Not infrequently the military was called in to maintain order.

A case with at least some parallels to the strike of 1879 occurred in 1855 at Ridgeway, Canada West, on the line of the Buffalo, Brantford, and Goderich Railway.[12] Several strikes to secure back pay owed the workers had been controlled by military action, but finally in January 1855 the angry workers succeeded in bringing the operations of the railway to a halt. The military for some reason was not called in, and the American president of the line attempted to enter Canada with strikebreakers, whom he wanted deputized as special constables. This was not possible under Canadian law, but he managed, with the partial cooperation of Canadian authorities, to provoke an incident of violence in which one of his men was killed and a number of people were injured. Some of the men involved were arrested and tried, but there was a groundswell of public support for the workers and they were released by a sympathetic court. The government stepped in to loan money to pay the workers and settle the dispute, though it also promised troops if there were more labour difficulties. An investigation of the company books shows that while the company was claiming inability to pay the workers, it was managing to pay out substantial sums in January 1855 to the president and directors of the railway, and to a number of its contractors. As the principal authority on the episode notes, "Even granting that a company on the verge of bankruptcy would place the highest priority on maintaining solvency, it is still apparent that the workers were only receiving promises when others were getting cash."[13] Two decades later it appears that few lessons had been learned from the earlier experiences.

[10]Currie, *Grand Trunk*, 53-70; Appleton, "Labour Activism," 62. Currie states (29) that unskilled labourers earned about 4 shillings a day, about twice the prevailing level in Britain. Appleton (39) states that the wage for "common labourers" in the United States in the 1850s was about $1 per day, but a little lower in Canada; real wages in Canada amounted to about $5 per week.

[11]Appleton, "Labour Activism," 46-7, 56ff.; Stevens, *Canadian National*, 100-1.

[12]This episode is recounted in some detail in Appleton, "Labour Activism," 80-6; see also Palmer, *Working-Class*, 70.

[13]Appleton, "Labour Activism," 85. Appleton does not indicate whether the amounts paid out were equivalent to the $50,000 in back pay owed the workers.

IN 1874 the Liberal government of Alexander Mackenzie offered $12,000 in cash and 20,000 acres of land (about 8094 ha) for each mile (1.6 km) of main-line track in hope of inducing private capitalists to undertake the Pacific railway; there were no takers.[14] This failure has often been attributed, with some reason, to the poor economic situation, but subsequent events also showed that the proposed subsidy would have been hopelessly inadequate. It would not have met actual construction costs over most of the line, even if the land were valued at $1 per acre, as it was later. Furthermore, no Canadian capitalist of the day had the resources to make up the difference on construction and then wait years for the line to generate sufficient traffic to make a profit.

Mackenzie, however, could not afford to sit on his hands and wait for improved conditions. The Macdonald government had promised British Columbia that the railway would be commenced within two years of that province joining Confederation (1871), and completed within ten (by 1881). Survey data laboriously gathered between 1871 and 1873 were destroyed by a fire in Ottawa early in 1874, so much of the work had to be redone.[15] Not a mile of the line had been started by 1874, enraging British Columbians; reconciling their demands with the insistence of many in his party that railway construction must not increase taxation remained one of Mackenzie's major preoccupations. Nearly as pressing was the demand of the tiny province of Manitoba for a rail outlet. An American link was the most obvious short-term solution, but the collapse of the railway boom in the United States in 1873 left the nearest railhead at least 100 km south of the border. Construction of the so-called "Pembina branch" from St. Boniface south along the Red River to the international boundary began in 1874, but there was no point in completing the line until an American link became a realistic possibility.

The alternative seized upon by the government was to begin construction of an all-Canadian route from Thunder Bay to the Red River at Selkirk. This line could not be operated year-round because of freeze-up on the Great Lakes, but for most of the year it would provide a viable access from central Canada to the west, and serve as an outlet for the products of the west. Mackenzie was serious about pushing the construction: starting by building the line west from Fort William and east from Selkirk, over 230 miles (about 370 km) was under construction by the time he left office in 1878, and tenders on the remaining 180 miles (about 290 km) had been called for. The Prime Minister hoped that by constructing the line as a government work through a series of contracts to private companies, the government could build the line as it could afford it, and keep control of the costs.

For a whole host of reasons, control and affordability within the government's existing revenues were hopeless dreams. The route had only been sketchily

[14]Lamb, *History of the Canadian Pacific Railway*, 43-4.
[15]Berton, *National Dream*, 274.

surveyed when the first contracts were let. As a result, the amount of work to be done could not be accurately estimated, and costs soared. Sandford Fleming, the Chief Engineer, favoured a system which did not bind the contractor to the original contract price for the entire contract, but rather paid at rates fixed in the contract for work actually done as the work progressed.[16] This policy enabled the government to start the work earlier, but rendered control of total expenditures all but impossible. Moreover, the work — as will be seen — was vastly more difficult and costly than anyone could have imagined. The tendering process itself was seriously tainted, and subject to political influence and outright corruption. Furthermore, the civil servants who were expected to oversee the project and advise the government were too few in number, too often political appointees who were not necessarily qualified for their posts, and too given to internal bickering and rivalries to see that the government always received the best advice.[17]

The first of the contracts on this route — number 13, from Fort William west to Savanne; and number 14, east from Selkirk to Cross Lake — went in April 1875 to companies headed by John Wright Sifton, a good Liberal.[18] A year later the government proposed to let a contract — number 15 — to take the line from Cross Lake to Rat Portage (Kenora). However, revisions in the terms of the contract and a dubious tendering process delayed the issuing of a contract, which finally went in January 1877 to a company consisting of Robert Twiss Sutton, William Thompson, and Joseph Whitehead, of whom the last quickly emerged as the real contractor.[19]

A bidder for a contract had to consider a number of factors. The government estimated the amounts of certain kinds of work to be done over the contract area: for example, moving earth or loose rock, blasting rock, earth and rock fills, and trestlework. The bidder based his offer on a certain rate for each of these tasks. Also taken into consideration in determining these rates were other costs, which included such things as the purchase and moving in of equipment and supplies, medical attendance, labour wage rates, and construction of camps for workers; and of course there had to be a profit margin. The government also required a deposit

[16]Canada, House of Commons, *Journals*, 1879, Appendix No. 2, *First Report of the Select Standing Committee on Public Accounts in Reference to Expenditure on the Canadian Pacific Railway between Fort William and Red River*, Ottawa, 1879, 6, 13-4. See also Regehr, "Contracting," 114-5.

[17]Berton's account of this is very effective; see *National Dream*, 239-48, 267-82. Evidence of these problems is found throughout the Public Accounts Committee's report of 1879 (see note 16), and the volumes of evidence in the *Report of the Canadian Pacific Railway Royal Commission* (Ottawa 1882).

[18]D. J. Hall, *Clifford Sifton*, I, *The Young Napoleon, 1861-1900* (Vancouver 1981), 8-9.

[19]The convoluted process is set out in Berton, *National Dream*, 243-7; and in CPR Royal Commission, 1880, III, 227-46. Whitehead previously had been awarded the contract to grade the Pembina Branch; and the contract to extend the Pembina line north from Winnipeg to Selkirk, on which he made a large profit.

of 5 per cent of the contract amount, and during construction would hold back 10 per cent of what it owed the contractor (a "drawback") as surety that the contract would be completed. Thus there was a heavy initial investment before a cash flow was established and profits were realized. The profits had to come from rates for the various tasks that were high enough to cover expenses and allow for a profit margin, yet low enough to be competitive in the bidding process. Having taken all these factors into consideration, the bidder — who in most cases had not even seen the country through which he would have to build — also offered a total figure for the contract. Though it was important in getting the contract, and in the government's public relations, both government and contractor knew that there would have to be some flexibility once the actual conditions were faced. The government could only hope that the total figures were going to be reasonably accurate; the contractor hoped that conditions would not raise costs to the point that his profit margin was eliminated. And of course there was always some conflict between the amount and type of work that the contractor claimed to have done, and the estimates of government engineers who came through to inspect and verify the work. One of the government engineers giving evidence before the Royal Commission of 1880 agreed that a bidder's "tender must be largely speculative, that he must gamble to a certain extent."[20]

Contract 15 called for track-laying and ballasting on the 77 miles (about 124 km) from Selkirk on the Red River to Cross Lake (that is, over the entire Contract 14), and for the construction, track-laying and ballasting of 37 miles (about 60 km) from Cross Lake to Rat Portage, all to be completed by 1 July 1879. As awarded in January 1877, the original estimates for it came to $1,594,085, of which more than half ($825,000) was for solid rock excavation (300,000 cu. yards [about 229,365 cubic meters] @ $2.75), acknowledged as a high rate. However, the next largest item was the purchase of timber for trestlework (over $230,000) at rates that were considered low. On the contract as a whole, Whitehead hoped that he would eventually net a profit of nearly $200,000.[21] He set out quickly in the late winter and spring of 1877, full of high hopes and energetic plans to set the work in train.

A whole host of problems beset him. Government surveyors still had not finally determined all of the route. The surveys that had been done were line surveys, and had not involved the cross-sectioning that all engineers agreed was necessary to make precise estimates of the amount of work to be done — and events showed that the amount of hard rock excavation had been grossly underestimated. The surveys had largely been done in winter, when the frozen land was most accessible; but this meant that the amount and depth of muskeg had not been understood, nor had the true depths of lakes to be crossed been plumbed. As it

[20]CPR Royal Commission, I, 138 (evidence of Henry Carré).

[21]National Archives of Canada (NAC), RG 12, vol. 1969, file 3556-24, vol. 1; vol. 4, J. Whitehead to Sir John A. Macdonald, 27 October 1890; Berton, *National Dream*, 246-7; Public Accounts Committee, 1879, 130.

turned out, Section 15 entailed the most costly construction of the entire line from Thunder Bay to the Red River.

Even getting to the section was difficult. Many of the contractor's calculations had entailed being able to lay track and move supplies over Contract 14, east from the Red River, but J. W. Sifton was finding that work to be a nightmarish quagmire. Initially it had looked quite easy and straightforward, involving clearing, ploughing, scraping and side-ditching a railbed for sixty or seventy miles of flat land east of the river, followed by a bit of rough rock construction and the simple filling of the narrows at Cross Lake. The line, however, crossed the Julius Muskeg in eastern Manitoba, six miles of peat bog of unknown depth that kept swallowing everything that could be thrown into it, as did the deceptive narrows at Cross Lake. Sifton told the Minister of Public Works,

> Muskegs and swamps rendered the first cost and maintenance of roads for Construction purposes, a heavy item of expenditure. From the same causes, it was difficult to keep the men on such work, knee deep in water and mud, except during the warm months of summer. The scarcity of suitable timber in the Country, has been a source of anxiety and expense to us. ...

Eventually, in September 1878, Sifton had to give up his contract to Whitehead, who undertook to complete it, but the latter found that filling the narrows would be his undoing, as it had been Sifton's.[22] As a result of these troubles, moving supplies in to Contract 15 became inordinately troublesome and expensive; the eastern end of the line, from Rat Portage, could only be reached by using the old Dawson route — a mixture of trails, lakes, rivers and portages from Lake Superior to Lake of the Woods that had been carved out as an all-Canadian route to the west early in the decade. Marcus Smith, acting as Chief Engineer whenever Fleming was absent, commented,

> When I walked over Contract No. 15 in Sept. [1878] I found the Contractor had made excellent arrangements for prosecuting the work with expedition and economy, but he was in some financial embarrassment chiefly owing to the enormous cost of getting in supplies &c. by the Dawson road, and Lake of the Woods, which he was forced to do, owing to the non-completion of the grading &c on Contract No. 14, at more than two years beyond the Contract time.[23]

[22]Berton, *National Dream*, 284-5; CPR Royal Commission, 1880, 152, 238-9; NAC, RG 12, vol. 1969, file 3556-24, vol. 2, Memorandum by J. N. Pope, 24 July 1879. Sifton's account of his difficulties may be found in NAC, RG 43, vol. 716, file unregistered correspondence 1875-1879, Sifton, Ward & Co. to the Minister of Public Works, December 1878.

[23]NAC, RG 12, vol. 1969, file 3556-24, vol. 1, cited in Sandford Fleming to F. Braun, 13 December 1878.

Whitehead also found out quickly that timber of the size and quality necessary for the trestle work was nowhere to be found in the scrub forests of the Canadian Shield through which his line ran; it could only be secured from the United States at great expense, and a considerable loss to himself. He promptly went to the government engineers and told them that the trestles would be vulnerable to forest fires, and in any event were a temporary solution to getting a rail line in place; everyone knew that eventually they would have to be replaced with stone structures and/or rock fill. Abandoning the trestle work in favour of permanent rock structures would raise initial construction costs by about $260,000 (or about 16 per cent over the original contract price), but also in the long run would increase the profitable portion of his contract. The engineers approved, right up to Engineer-in-chief Sandford Fleming, but Prime Minister Mackenzie —always anxious to save pennies on a project that was already embarrassingly expensive — did not. However, Fleming had departed for England, and in a breakdown of communication the Prime Minister's decision never reached the field, where the trestles were happily abandoned and rock fill employed.[24]

Also troublesome for the contractor were differences between him and government engineers over work done in connection with muskegs or swamps. Generally the first task of the contractor was to drain them wherever possible, and then the peat or bog soil had to be removed to be replaced with more substantial sand, gravel and rock. Unfortunately the bog soil shrank when it dried to as little as half its original volume; moreover, it often was useless for other purposes and had to be discarded. Most rock and soil removed in the course of construction was used to fill in valleys, swamps, and lake crossings, but it never was sufficient: much of the fill had to be "borrowed," as it was commonly called, from sites beyond the actual line excavations. All this left considerable room for disagreement about amounts of work done and money owing.[25]

WHAT OF THE LABOURERS who did the actual work on the line? None of the contractor's records appears to have survived, and the majority of the evidence about workers comes from newspaper reports, which have their own biases. Whitehead claimed that he had begun the work in 1877 with 250 men, but by 1878 he was employing over 1,500. Charles Whitehead, son of the contractor, was superintendent of the work, while Henry N. Ruttan — recommended by Sandford Fleming — was chief engineer. The work was divided into three divisions: east,

[24]Berton, *National Dream*, 275; Public Accounts Committee, 1879, xii-xiii; CPR Royal Commission, 1880, 26-7, 31-2, 36, 156-63, 168-9, 208-10, 224-6, 231-2, 903; NAC, RG 12, vol. 1969, file 3556-24, vol. 1.

[25]CPR Royal Commission, 1880, 33; Public Accounts Committee, 1879, 11-2, 70-3; Berton, *National Dream*, 282-9.

central, and west, each of which had its own superintendent. The workers were divided into gangs of 40 or 50, each under a foreman. Workers' camps were generally located fairly nearby.[26] Depending upon availability, skill and experience of the men, wages seem to have run at $1.50 to $2.00, or occasionally $2.25, per day for a six-day week. Of that, workers had to pay Whitehead $4.50 per week for room and board, and an additional $0.50 monthly was retained to cover medical attendance. Indications are that this level of pay was somewhat higher than normally paid for such work in the 1870s, and even later; according to one authority, pay of $1 to $1.50 for a 10-hour day, summer and winter, was the standard in later construction over Lake Superior.[27] By early in the twentieth century, pay had reached the $2 per day norm, and the deductions made by Whitehead in the 1870s were in line with charges made elsewhere when the pay reached the $2 level.[28] In all likelihood, the wages offered by Whitehead were necessitated by a shortage of labourers.

As was common with such employers at that time, Whitehead tried to ensure that he had a monopoly over the workers. The camps were provided by the employer. Private boarding houses did spring up, and were preferred by the men for superior board and a more humane atmosphere. Naturally there also were some which provided liquor, gambling and prostitution. However, Whitehead ensured that all the private houses were kept well away from the rail line, refused to allow any supplies for the private concerns to be carried over his line (which effectively meant the entire distance from Red River), and charged his men for board even if they stayed at the private houses. He paid his men by cheque, usually every two or three months instead of the monthly pay days expected. This created considerable hardship for the men. Cross Lake was the only place on the works where cheques could be cashed, and they were always "shaved" by five or ten per cent for the privilege. The alternative was to go to Winnipeg. Men who took the time to walk from, say, the east end of the works to Cross Lake, or to Winnipeg, lost several days of work and pay, but were still charged board. Company stores charged exorbitant rates for necessities of life in the absence of any competition.[29]

The workers frequently were seasonal or transient employees. Many farmers who were trying to get established in Manitoba took work on the railway in winter. It was then that machinery and supplies could most readily be packed in over the frozen earth; surveying and blasting also could be carried on. In winter, one could travel by horse or sleigh along the route, but in summer everyone, from officials to the lowliest labourer, often was reduced to walking.[30] However, only when the

[26]*Manitoba Free Press* (*MFP*), 19 December 1878.
[27]Saywell, *Across Mountain*, 24-5. Apparently under W. C. Van Horne the CPR paid $2 a day for unskilled labour on prairie work gangs; Saywell, *Across Mountain*, 21. However, the section north of the Great Lakes apparently commanded a lower rate of pay.
[28]Bradwin, *Bunkhouse*, 54-75.
[29]*MFP*, 10, 12, 13 May 1879.
[30]*MFP*, 19 December 1878.

earth had thawed could it be removed, and bogs and lakes be filled. The men did not seem to be an especially radical group, particularly given their isolation and working conditions. Available evidence suggests that the great majority were Canadians and British or European immigrants, though Whitehead complained about troublesome individuals from the United States who tried to stir things up. Father Lacombe evidently estimated that one-third of the labourers on the contract construction projects were from French-Canadian settlements in Manitoba.[31] There is no evidence that ethnic issues were of any significance with respect to the labour problems on Contract 15.[32]

The liquor traffic was a constant thorn in the side of the contractor. By the terms of the contract, the contractor had to undertake "not to permit, allow, or encourage the sale of intoxicants on or near the line of railway."[33] Altogether apart from ideological considerations, a restrictive policy made some sense on a project that already was risky to life and limb. J. W. Sifton, a noted temperance advocate, had had a somewhat easier time of it on Contract 14, compared with Whitehead: much of Sifton's work was in Manitoba, within which he had powers as a justice of the peace; and the workers were not so far from places like Selkirk and Winnipeg where they could get the occasional break. Whitehead was faced with an altogether different situation. His men were isolated from larger centres for longer periods of time, and there was a jurisdictional difficulty: his contract was mostly in disputed territory. Ultimately it would be annexed to Ontario, but in 1877 it was part of the district of Keewatin, which was claimed by both Manitoba and Ontario. In 1878 Ontario was awarded the region as the result of an arbitration decision, but the return of the Conservatives to power in Ottawa under Sir John A. Macdonald resulted in that decision first being ignored, and later challenged, leaving the jurisdiction in limbo. Eventually police appointed respectively by Manitoba and Ontario were arresting one another, timber concessions were being given to different parties by respective governments, and so forth.[34] Periodically individuals were arrested for selling liquor on the contract, taken to Winnipeg, tried and jailed, but they usually lost little time, once they were free, in resuming their activities, and claiming that whichever jurisdiction attempted to arrest them had no rights in the region.

[31]John Murray Gibbon, *Steel of Empire: The Romantic History of the Canadian Pacific, the Northwest Passage of Today* (Indianapolis 1935), 174. Gibbon notes that "in order to avoid the disorders which had characterised railway construction camps in the United States, Father Lacombe was appointed chaplain, and by his magnetic preaching and example exercised a wonderful influence."

[32]*Le Métis*, the conservative voice of the Franco-Manitobans, made no mention of any ethnic factor in the strike, an issue to which it was always very sensitive. Its coverage was derived largely from the *Times* and *Free Press*.

[33]*Winnipeg Daily Times*, 27 May 1879.

[34]A good short summary of the problem is Christopher Armstrong, *The Politics of Federalism: Ontario's Relations with the Federal Government 1867-1942* (Toronto 1981), 14-22.

In the fall of 1877 Alexander Morris, Lieutenant Governor of Manitoba and of the North-West Territories, wrote to the Deputy Minister of Justice that Joseph Whitehead and J. H. Rowan (the Canadian government's chief engineer over the Thunder Bay-Red River route) had told him that "large quantities of liquor were being conveyed into the District of Keewatin and that houses of improper character had been established there in close proximity to the line of the railway, and that disorder was likely to arise in consequence among the workmen." In view of the urgency of the situation, Morris had appointed Rowan and two engineers to be Magistrates of Keewatin, and three of Whitehead's men were appointed constables to enforce the liquor laws and to be paid by the contractor. The latter had agreed to do so as he then had 800 men in his employ and believed "that it was essential that order should be maintained." Morris added that he was concerned that an illicit liquor trade with the Indians of the region also was under way, and requested that the Minister of the Interior grant permission to hire two detectives.[35]

Thirteen months later the situation had deteriorated. Whitehead requested a police magistrate for Section 15, on which he now had 1500 men working. He claimed that "there is a good many roughs come onto the works from the States and other Parties is Bringing in whiskey."[sic] If the law was not enforced, the quality of the work would suffer. Once again the jurisdictional difficulty reared its head: Premier Mowat of Ontario had directed him to build a jail, and had intended to appoint him a magistrate, but then discovered that it had to be a federal appointment. With his limited command of written English, Whitehead added, "We have got a long first rate so fair till Ontario took in the moast of the Provence of Kewaten since then Our Kewaten Magistrates cannot Act." A little later he telegraphed Sir Charles Tupper, Minister of Public Works, "The contract is overrun with whiskey sellers. It is not safe for life or property. The whole contract is in Ontario except three miles."[36]

The Deputy Minister of Justice observed that police officers were normally provincial appointments, "but as the Section in question extends through part of the Province of Ontario, part of the District of Keewatin, and part of the Province of Manitoba it seems convenient that some person holding authority from the Dominion should be appointed." However, the person would require to be appointed by each jurisdiction. The government acted with despatch: by an order-in-council of 15 December 1878, Captain James Westropp Brereton was appointed stipendiary magistrate to deal with the situation, and he soon requested and was given the power to appoint constables. The expense for all this was borne by the contractor, though early in 1880 the government was told that Rat Portage had grown to such an extent that the constable spent much of his time dealing with

[35]NAC, RG 12, vol. 2019, file 3758-5, pt. 1, Alexander Morris to Z. A. Lash, 30 October 1877.

[36]NAC, RG 12, vol. 2019, file 3758-5, pt. 1, Whitehead to Minister of Public Works, 4 December 1878; telegram, Whitehead to Tupper, 16 December 1878.

issues unrelated to the railway contract, so that the government should assume a part of his salary. Inasmuch as those charged had to be taken before a magistrate in Thunder Bay, "thereby incurring great Expense and inconvenience" to the contractor, the federal government appointed two more magistrates in May 1879.[37]

The workers were unhappy in the fall of 1878, but not primarily because of Whitehead's actions to contain the liquor traffic. On 15 November he imposed a reduction in wages of $0.25 a day on each man employed. Those previously earning $2 were reduced to $1.75, and those earning $1.75 were reduced to $1.50. Feeling about reduced wages simply added to already widespread dissatisfaction over working conditions on the contract. On 22 November, according to the *Manitoba Free Press*, "failing to secure better terms, the strike commenced at both ends and quickly spread over the whole contract until the whole force of fifteen hundred men were implicated. No violence was offered — there was only an entire cessation from the usual labor." The "strike"—really a short-lived wildcat walkout — lasted but a day or so before the men went back to work at the reduced wages.[38]

Whitehead's reaction to this situation might at first appear curious, but it was certainly explainable. He was not much influenced by the strike itself and certainly was not about to alter his employment practices. However, he was very sensitive about his public image. He appears to have been somewhat thin-skinned in this respect at the best of times, but this was not the best of times. He was a former Liberal MP who had secured his contracts through an unblushing use of influence and corruption; the cost overruns on Contract 15 in particular had been an embarrassment to Mackenzie, and it was plain that the newly elected Macdonald government could hardly wait to subject all the Liberal government's contracts to the light of public scrutiny. The Liberals had rejoiced over the Pacific Scandal which had destroyed Macdonald's government in 1873; the Conservatives eagerly anticipated exposing the seamy corruption and scandalous incompetence which they believed lay hidden in the Liberal record. Moreover, Whitehead knew that successful and profitable pursuit of his contract depended heavily upon the willingness of the government to be cooperative, to advance money when cash was short, and to accept that the task was going to be far more expensive and take longer than anyone had anticipated. Beginning in October 1878 he began spending much more of his time in Ottawa than he had previously.[39] When the inevitable enquiries took place — a Public Accounts Committee review in 1879, and a full-fledged Royal Commission in 1880 — Whitehead wanted to be prepared.

[37]NAC, RG 12, vol. 2019, file 3758-5, pt. 1, Memorandum by Z. A. Lash, 13 December 1878; Order-in-Council, 15/20 December 1878; Lash to Tupper, 29 January 1879; undated letter of 1880, J. M. McD. Mclean to James Macdonald; Lash to Dep. Min. of Finance, 29 May 1879.

[38]*MFP*, 23, 26 November 1878.

[39]*MFP*, 29 December 1879.

Thus reports of labour troubles on his contracts did not look good, and a few weeks after the 1878 strike Charles Whitehead and one of his clerks came to W. F. Luxton, editor and proprietor of the *Manitoba Free Press*, with a proposition: Whitehead would pay the *Free Press* to run a story concocted by the contractor to put his work in a positive light. Luxton later told the Royal Commission that he declined the payment, but agreed to run the story anyway, even though it was "simply two columns of eulogy of Mr. [Joseph] Whitehead."[40] But Whitehead believed that the *Free Press* was working against him because it insisted on printing stories about issues such as labour dissatisfaction, injuries and deaths on the construction work, and a case of smallpox among the labourers.[41]

He decided to get directly involved in the newspaper business on two fronts. On the one hand, he bailed out the financially troubled Ottawa *Citizen*; on the other, he was instrumental in establishing the Winnipeg *Daily Times* as a Conservative rival to the *Free Press*. In the case of the *Citizen*, he provided notes for $25,000 in the fall of 1878, enabling its owner, Charles H. Mackintosh, to pay off debts and salvage his paper. In return, it was widely believed that Mackintosh used his extensive connections in the capital city to facilitate matters for Whitehead, most especially at the time of the Public Accounts Committee hearings of 1879; naturally, when questioned in 1880, both Whitehead and Mackintosh denied anything improper. The Royal Commissioners did not believe him, and concluded, "The transactions of Mr. Whitehead, in relation to this contract, as described in his own testimony, made it apparent to us that he had a strong belief in the corruptibility of public men." In Winnipeg, the Conservative *Gazette* folded in March 1879 after less than a year in operation; Whitehead assisted Charles Tuttle to establish the *Times* as a successor by taking a chattel mortgage of $11,000. It began operations in April 1879, and Whitehead subsequently offered additional aid. While both Whitehead and Tuttle denied that the paper was set up simply to promote the contractor's interests, the paper did nothing but take his side in the subsequent labour troubles, and of course assisting a Conservative paper in a city hostile to the national policy tariff could only aid Whitehead in Ottawa.[42]

Whitehead told Mackintosh that "the work was paying a handsome profit,"[43] but even that could not sustain a sufficient cash flow for all his commitments. He bought out his fellow contractors, Sutton and Thompson, in 1877, and he had heavy payments to make to his brother-in-law, Senator Donald McDonald, who had facilitated his securing of the contract, had put up the 5 per cent security deposit with the government, and had insisted upon making his son, Mitchell McDonald,

[40]*MFP*, 19 December 1878; CPR Royal Commission, 1880, I, 682. Luxton claimed in 1880 that when he had published the article he had "supposed it was true in point of fact. I had reason to change my mind afterwards."

[41]See, for example, *MFP*, 6 March 1879.

[42]CPR Royal Commission, 1880, I, 242-3, 606-12, 614-7, 717-8, 723-4, 728, 869-915.

[43]CPR Royal Commission, 1880, I, 870.

a partner in the contract.[44] Moreover, he had a continuing heavy investment in machinery and rolling stock for the construction. In October 1878 he requested an advance on the work yet to be completed, and at least some of the drawback money; Sandford Fleming supported the request in December.[45]

Yet by the end of the winter he once again had cash flow difficulties. He was able to meet the March 1879 payroll by 20 April, but also had made further heavy capital investments. By the end of April, noted the *Times*, he expected to add 5 steam shovels, 4 locomotives, 168 flat cars and 4 steam hoists to the equipment already in operation. Officially he still was supposed to finish the work by 1 July, though plainly he was nowhere near completion.[46] Corners had to be cut to make ends meet, and this led to another decision to reduce the wages of labourers.

It is not clear what had happened between December 1878 and March or April of 1879, but wage rates had climbed back to the $1.75 to $2 per day range, most likely because of some difficulty in attracting men to the work. In any event, on 18 April Whitehead ordered that wages of new and inexperienced hands should be at the rate of $1.50 to $1.75 and that when older workers moved from one job to another, or left the work because of illness or for a few days to get a cheque cashed, they would be rehired at the lower rates. On 1 May the men on the western division went on strike and congregated at Cross Lake to complain to Charles Whitehead. According to the *Times*, the general superintendent explained that the change

> was necessary as much in justice to the old hands who had been a long time on the work as it was to those newly arriving, as numbers of them were youths who had not the necessary muscle for this kind of work and others never had been on railroads before, and consequently it would be unfair to put their wages as high as the old hands.

The *Times* reported that the men were satisfied with the explanations and returned to their work.[47] In fact they were highly dissatisfied, continued their strike and determined to carry their job action eastward along the entire contract. There was "a very bad element" behind the strike, in the opinion of the *Times*, an element "directed more against the administration of the law here, and the recent appointment of a Stipendiary Magistrate, than against the grievances of the workmen on Contract Fifteen. The profitable business of whiskey selling has been so seriously interfered with, that some means, no matter how violent, must be used to restore it." The ignorant navvy was being exploited by those who wished to disrupt an important national work and even put life in jeopardy so that "the petty spite" of the whisky interests might be "gratified." The *Times* also reported that on 6 May

[44]On the nature and extent of McDonald's involvement, see Berton, *National Dream*, 245-6; and CPR Royal Commission, 1880, 220-4, 241-2, 718, 869ff.
[45]NAC, RG 12, vol. 1969, file 3556-24, vol. 1, Whitehead to F. Braun (Secretary, Dept. of Public Works), 3 October 1878; Fleming to Braun, 13 December 1878.
[46]*Times*, 21 April 1879.
[47]*Times*, 2 May 1879.

some 500 men and boys passed through Cross Lake carrying two flags, "the Union Jack and the Red flag of the Communists," and proceeded to stop the steam shovel from working.[48] Workers interviewed by the *Free Press* reportedly "laughed at the absurdity" of the idea that they had any communist leanings. The strikers, they pointed out, had neither rioted nor destroyed any property; a few men had indeed carried a red flag because one had been handy, "but they had no idea that it represented communistic or any other particular feelings."[49] It is difficult to say whether many genuinely radical workers were engaged in the strike, but no Marxist rhetoric was reported in the press, which would have been very sensitive to such tendencies.

There were several serious grievances which precipitated the strike. They were accurately summarized by the *Free Press*:

> Reduction of wages without fair and timely notice; delay, and uncertain and unbusinesslike manner of, payment of wages; inferior quality of board, and too high a rate therefor; extortionate medical fees, and insufficient medical service.[50]

From the beginning of the strike the workers were consistent in their wage demands: they wanted $2 a day for all workers, to be paid monthly, on the work site, and in cash; charges for board reduced to $4 a week, or better food for the $4.50; and elimination of the medical fee unless an accessible doctor was provided. Some of the strikers claimed that many of the new men on the line believed that they had been promised wages of $2 to $2.25 per day, only to be told that they would receive $1.50 when they reached the work site.[51] They claimed that the food amounted to "rotten pork and beans twenty-one times a week."[52] They complained to Charles Whitehead that "they had no sugar and were frequently without butter — the bill of fare consisting merely of dry bread, beans, and musty pork, with

[48] *Times*, 6, 7 May 1878; *MFP*, 5, 6 May 1878.
[49] *MFP*, 10 May 1879.
[50] *MFP*, 14 May 1879. With respect to back pay, the law was clearly on the workers' side. There was no difficulty with the strike taking place in disputed territory because both Manitoba and Ontario had passed Mechanics' Lien Acts in 1873 (*Consolidated Statutes of Manitoba 1880-81*; *Statutes of Ontario, 1873*, cap. 27). The Dominion government passed a Breaches of Contract Act in 1877 which repealed the criminal sections of provincial Masters and Servants Acts, making it more difficult to pursue a criminal case against most strikers (*Statutes of Canada*, 1877). See Desmond Morton, "Taking on the Grand Trunk: the Locomotive Engineers Strike of 1876-7," *Labour/Le Travailleur*, 2 (1977), 32-3; Eric Tucker, "'That Indefinite Area of Toleration': Criminal Conspiracy and Trade Unions in Ontario, 1837-77," *Labour/Le Travail*, 27 (1991), 48, 50-1. An excellent treatment of masters and servants legislation is Paul Craven, "The Law of Master and Servant in Mid-Nineteenth-Century Ontario," in David H. Flaherty, ed., *Essays in the History of Canadian Law*, I (Toronto 1981), 175-211.
[51] *MFP*, 7 May 1879.
[52] See letter from "Striker" in *Times*, 10 May 1879.

sometimes a dish of dried apples." The pork, according to some workers, was so bad that it could be smelled half a mile away when it was cooking.[53] How was it, they wondered, that the private boarding houses, which were denied the ready transportation available to the contractor, were able to provide decent fare at no greater cost?

In the only defence of the contractor prepared by his office and published in the *Times*, H. N. Ruttan claimed that Whitehead "invariably procured the best provisions to be obtained in the markets of Ontario, Chicago and St. Paul," and that when unsatisfactory beef had been supplied from Manitoba, he had rejected it and purchased in the Chicago market. Moreover he claimed that the high cost of board was justified because the wage rates were "higher than on any other public work in Canada or the United States," and "no work in either country was so difficult of access for heavy supplies."[54] His argument about wages was not without some justification, as seen above.

The grievance over medical services seems to have been related to two issues. One was accessibility: a single doctor could not cover the requirements over a work site that was spread over so many miles. The second was quality: the men had no faith in the doctor who had recently been hired to replace one who had been well liked. As one man said, "No matter what ails you, its [sic] Herricks pills, a dose of salts, or a piece of sticking plaster they'll give you."[55] The workers knew that they paid $500 to $750 a month, depending upon the size of the work force, and the doctor was paid but $200 a month; from their perspective the rest was gravy for the contractor. They demanded elimination of the medical fee unless better service was provided. In defence of Whitehead, H. N. Ruttan pointed out that the contractor provided free board during the time a man was too sick to work; if injured or unable to care for himself, he was provided with nursing care as directed by the physician. The total cost of medical expenses in February 1879 had been $727.70, plus perhaps $100 in small expenses. He added,

> It will be remembered that in 1878 smallpox broke out in one of the most crowded camps on the contract, but with such skill and energy was it met, that six men only were attacked by the disease, five of whom recovered. No case occurred outside of the camp in which the epidemic originated.
>
> The cost to the contractor of stamping out the small-pox was about $4,000, not a cent of which was misspent, unless the clothing and bonuses given to three of the men in the camp, (who have since proved ungrateful,) [sic] be considered as such.[56]

[53] *MFP*, 5, 10 May 1878.
[54] *Times*, 27 May 1879.
[55] *MFP*, 10 May 1879.
[56] *Times*, 27 May 1879.

There appears to have been considerable public sympathy for the strikers, if the coverage in the press is any indication. Apart from Whitehead's *Times*, the *Free Press* and *Le Métis* were fairly supportive, as was the *Globe* of Toronto. *Le Métis* was particularly scathing, suggesting that

> les ouvriers de Whitehead seraient un peu mieux traités que des chiens, et beaucoup plus mal que les esclaves de la Louisiane dans le temps qu'il y avait des esclaves dans les États du Sud. Ils sont peu et mal payés; très mal nourris, et sans secours du médecin quoiqu'on leur retienne chaque mois certains honoraires pour payer un certain Docteur qui les soignent aux pillules, à l'emplâtre et à l'eau tiède. Aussi, la mortalité est-elle effrayante parmi les pauvres blessés de la nitroglycérine, et il ne se passe guère de semaine que les hôpitaux de St. Boniface et de Winnipeg ne reçoivent plusieurs mutilés de la section 15 qui arrivent ici gangrénés, affaiblis, a demi-morts faut de soins et de traitments.

What else, demanded the paper, could one expect from a system which awarded contracts to the lowest bidder? It was time for Ottawa to force the contractors to behave in a more honest, humane, and Christian manner towards their workers.[57]

WHITEHEAD lost no time, once he realized the scale of the strike, in calling upon the federal government to provide military support. Use of the militia to support social order, and to defend the interests of employers, had been an established practice both before and after Confederation, though the federal government preferred to charge the costs to local municipalities as a means of controlling enthusiasm for such services.[58] In this case, however, the strike was in an isolated site of uncertain jurisdiction on a project of national importance, so the federal government assumed the costs. The government ordered out the Manitoba militia units under Lieut.-Col. W. Osborne Smith, Deputy Adjutant General Commanding Dominion Forces in the North-West.[59] Some thought was given to hiring special constables, but the speed with which the militia was prepared to go seems to have precluded the necessity of proceeding with them.[60] Whitehead also sought from the government an advance of $25,000 so that he could pay off the workers, and "in this way rid the works of the most violent of the parties." This too was quickly approved.[61]

[57] *Le Métis*, 15 Mai 1879. The *Globe*'s coverage (7, 8, 12 May) was derived almost entirely from the Winnipeg papers.

[58] See Desmond Morton, "Aid to the Civil Power: The Canadian Militia in Support of Social Order, 1867-1914," *Canadian Historical Review*, 51 (1970), 407-25.

[59] *CSP*, 1880, #8, 85.

[60] *MFP*, 5, 6 May 1879.

[61] NAC, RG 12, vol. 1969, file 3556-24, vol. 1, W. B. Smellie to Sandford Fleming, 6 May 1879.

Calling out the militia, asserted the *Times*, was "most necessary for the sake of law and order and the protection of property." The contractor should remain firm, and have the backing of the government: "No matter what grievances the workmen may have, there is no justification for intimidation and lawlessness."[62] This exaggerated the situation. In fact, to that time there had simply been a stoppage of work, with no violence. The contractor's great fear was that a "mob" of 1,000 or 1,500 angry workers might not remain so restrained if he continued to take a hard line. Whitehead's position had been that no concession would be made, save an agreement to pay off those employees who wished to leave.

The militia was called together on the evening of 7 May, some seventy men were selected, and they were transported to Cross Lake on 8 May where they encountered the strikers for the first time.[63] The latter were a sullen mass of several hundred, reportedly armed with sticks and clubs, facing the small militia force which formed a line with bayonets fixed. Despite the approach of the strikers to "within six yards," the militia set about arresting a half-dozen of the leaders of the strike, identified by Charles Whitehead. Lieut.-Col. Smith, commander of the militia, then addressed the strikers, informed them of the legal basis for his presence, and ordered them to disperse and to remain well away from the military camp. Those arrested reportedly made no resistance. They even held up their hands to be handcuffed, stating, "Now we are in the hands of the law, we will get justice."[64] That remained to be seen.

The military authorities, with some reason, feared that the large body of strikers would endeavour to free those who had been arrested, so sentries were duly placed around the militia camp. On 9 May, at 3:30 am, the reveille was sounded, the camp slowly came to life, and a few men walked on down the track in the grey haze of early dawn. Around a curve they sighted a large body of strikers —perhaps 300, or 500, depending upon the account — marching toward the military camp, probably hoping to catch the militia sleeping and free their leaders. Lieut.-Col. Smith, upon hearing the news, quickly prepared his troops to face the oncoming strikers. The latter, despite their numbers, were at a disadvantage because the presence of a long string of flat cars on the railway tracks meant that they could only approach the military camp in a couple of long, narrow columns.

Smith met them and handled the situation with restraint. He asked the strikers to state their grievances, which they did. He said that if they chose a deputation, he would have them meet with Charles Whitehead. This was done, and the contractor told them that he would pay the men up to 1 May, if they agreed to leave the Contract. They asked if they would be charged for food which they had seized since the beginning of the strike; he replied in the affirmative. The strikers, upon hearing

[62]*Times*, 8 May 1879.
[63]Fairly detailed accounts of the raising of the militia may be found in *MFP* and *Times*, 8 May 1879.
[64]*MFP*, *Times*, 9 May 1879.

the report of the delegation, responded noisily and angrily, waving their sticks and clubs, jeering and shouting at the military. Thereupon Smith ordered the Magistrate, Capt. Brereton, to read the riot act if the crowd did not disperse peacefully. Threatened with jail terms, some of the men laughed, and one shouted, "We'd like it better than here." Finally Smith offered free passage to Winnipeg for any who would take their pay and leave. This seems to have had the effect of weakening the resolve of the strikers, and although tensions continued throughout the day, many would seek that option. In batches of twenty they were escorted to the paymaster's office, and then to a waiting train.[65] Smith had handled the affair with sufficient skill that when the first trainload of strikers left, they offered three cheers for the Lieut.-Col., three for the volunteers, and three groans for Whitehead. One was said to have remarked, "I'll tell you what it is, boys. If the soldiers hadn't come, we wouldn't have got our money, nor a free ride to Winnipeg. They're not such a bad lot of fellows after all."[66]

The strike leaders who had been arrested had a less pleasant experience. They were brought before Stipendiary Magistrate Brereton and charged with common assault. Whitehead's lawyer told them that the contractor had no desire to press the more serious charge of rioting, which would mean trial in Winnipeg and a possible six years in penitentiary. None had the benefit of legal counsel. Each was asked if he was guilty, and each staunchly replied that they had "only asked for their money and had used no threats or violence." They were told that if they did not plead guilty to the common assault charge, a more serious charge would be laid against them. As the account in the *Free Press* reported, "with a somewhat confused idea that it was possible unless they pleaded guilty they might be hanged, drawn and quartered, but still asserted their innocence, they pleaded guilty."[sic] The Magistrate then found out how much each was owed in back pay, and "justice was administered on a sliding scale, from $5 to $10, depending on the balance to [each man's] credit on the books." The reporter, having observed these proceedings, could not resist adding, "British justice, Heavens! what a burlesque on the time-honored name!"[67]

As far as can be determined, a minimum of 500 men elected to take their pay and the free ride to Winnipeg; it may have been as high as 700 or 800, or half of the force employed by Whitehead. A large number left the province altogether, either by boat (via the Red River) or by train (via the recently completed Pembina branch), and some were said to have left by foot along the Dawson route. That in itself remains a considerable commentary on the working conditions and the relations between the employer and workers. There was, stated the *Free Press* subsequently, "a great loss in the number of men who left the country ... and the injury to the reputation of our public works and our contractors." The troops remained until 13 May, when they returned to Winnipeg. Perhaps appropriately,

[65] *Times, MFP*, 10 May 1879.
[66] *Times*, 13 May 1879.
[67] *MFP*, 10 May 1879.

Charles Whitehead made a gift to the troops of $150, to be divided equally amongst them.[68]

The *Free Press* was scathing in its assessment of the contractor's responsibility for events. Although the paper could not bring itself to admit that the strike was justified, it could "come to no other conclusion than that it was *provoked* by the contractor's greed." The latter had insisted upon his right to run his own work as he saw fit.

> This privilege would be most readily granted, were he willing to accept it in the fullest sense of the term. But he is not. Just now he has brought the whole Dominion under contribution by having the troops called out to settle a difficulty between himself and his employees. We therefore say, that if the public are to be charged with such a duty, it is manifestly their right to prevent a contractor precipitating the exigency; and, to the extent that this suggests, the contractor's business becomes that of the public as well.[69]

The paper hoped that Whitehead had learned a valuable lesson. It attributed the restraint of the strikers to the presence of few radicals on Contract 15, and observed that it would not have taken much for the workers to have cost the contractor dearly in property, or even to have overwhelmed the tiny militia force sent to deal with the situation. Finally, however well the militia had performed, in the opinion of the *Free Press* it could not be expected to undertake such tasks very often: "Employers are not disposed to submit to the loss and inconvenience consequent upon the absence of their employees — of which the force is mainly comprised — while on such duty as they have just been doing on Contract Fifteen."[70]

ON THE SURFACE, Whitehead might have been regarded as the victor in the strike. He succeeded in imposing his wage structure on his terms. The workers failed to gain most of their stated objectives: restoring former wage structures, guarantees of improved board and/or cheaper board, and abolition of medical fees, while hundreds of them lost their jobs. Of course, those who left at least received the back pay they were owed, or most of it; perhaps that was a modest success for the workers. But the contractor also lost many of his best, most experienced employees, and they were not readily replaced. According to the *Free Press* seven months later, "since that time the work has been carried on in a very unsatisfactory way. Suits against Mr. Whitehead have been innumerable, varying from a dollar to thousands." The paper believed that the contractor was doing everything "on his part to liquidate his indebtedness to his workmen to the full," but the difficulties

[68] *MFP*, 13 May, 29 December 1879.
[69] *MFP*, 14 May 1879.
[70] *MFP*, 14 May 1879. Lieut.-Col. Smith raised the same concern in his report on the affair; see *CSP*, 1880, #8, 85.

were considerable. In the summer of 1879 he was forced to seek another advance from the government, stating that heavy rains in June and the strike in May had "severely crippled me financially." The government agreed to another $40,000, but its patience would not last indefinitely.[71]

In November 1879 Whitehead tried to take on a couple of Conservatives named Fraser and Grant as partners in an effort to revive his fortunes as well as to secure influential support for modifying the contract, but they could not provide the expected money, and the government refused to change the contract in any event. In December another work stoppage occurred when the men were paid only for the period since Whitehead had tried to bring in his intended new partners, leaving in some cases several months of wages in arrears. On this occasion no militia was supplied to aid the employer. The contractors appealed for more time, and the workers agreed to wait to press their claims until 1 March 1880, provided they were paid on the 15th of each month. Not having been paid for January, the workers stopped work again on 18 February; at the beginning of March they received promises that on the 15th they would receive all back pay owing, so they resumed work. Once again the promises were not fulfilled; since it was clear the government was going to step in, many of the workers proceeded to Winnipeg to take legal action to recover their wages. Five workers received judgment against the contractors, and some property of the latter was seized and sold to meet the judgment. According to one of the workers, "several others got judgment against them, but seeing they were chasing plucked birds, allowed the matter to rest."[72]

A further total shutdown of Contract 15 occurred on 1 April, with many of the frustrated workers still owed several months' wages. The government had given up on the abilities of the private contractors to complete the work. Some $40,000 was provided by Order-in-Council to cover the back pay, and the government took over the work and placed Michael J. Haney in charge. It was only late in May that the workers were all paid and satisfied, and that the project was once more fully under way.[73] When he lost his contract, the government seized all Whitehead's assets on site —supplies, equipment, and so forth. It was calculated that the total value of the equipment seized in its used condition — considerably less than Whitehead had paid for it — was $162,602.60. Once the work was completed, the government then had to pay the contractor's many outstanding creditors. By 1890

[71]NAC, RG 12, vol. 1969, file 3556-24, vol. 1, J. Whitehead to Minister of Railways and Canals, 10 July 1879; memo. by J. N. Pope, 24 July 1879; RG 43, vol. 716, File unregistered correspondence 1875-1879, Sandford Fleming to Sir Charles Tupper, 20 November 1879.
[72]*MFP*, 11 May 1880; CPR Royal Commission, 1880, III, 245.
[73]*MFP*, 11 May 1880; NAC, RG 12, vol. 1969, file 3556-24, vol. 2, Collingwood Schreiber to Sandford Fleming, 3 April 1880; Fleming to Sir Charles Tupper, 3 April 1880; Orders-in-Council of 5 and 19 April 1880; Schreiber to F. Braun, 20 May 1880; Berton, *National Dream*, 287-9.

this slow process was completed, and in 1891 the government agreed to pay Whitehead an outstanding balance of $19,296.41.[74]

Pierre Berton notes that under Haney's management, a profit of $83,000 on the operations of the contract was realized and paid to Whitehead.[75] Of course Haney did not have to worry about cash flow, and he was simply directed to complete the work as expeditiously as possible. Nor did he have to make the kind of capital investment that Whitehead had done in the initial stages of the contract work. The ultimate cost of the contract was over $2,500,000, but it is far from clear whether or not Whitehead broke even or made a profit, looking at the entire picture from 1877 to 1891.

Like most strikes in the nineteenth century, the strike of May 1879 on Contract 15 of the CPR was no victory for labour. The workers, as noted, did secure the pay owing them, but often at the price of the loss of their jobs, and with no gains at all in their areas of grievance. On the other hand, the result can at best be described as a Pyrrhic victory for Whitehead. The strike seriously worsened his financial situation, contributed to a year of poor productivity on the Contract, and ultimately helped lead to the loss of his contract by government takeover. Finally, the unsatisfactory experience with this and other contracts confirmed the government in its belief that the construction of the transcontinental railway could not be carried out satisfactorily by small individual contractors.[76] They did not have the resources to carry out the work quickly and adequately. Perhaps in a small way, the tribulations of Contract 15 contributed to the creation of the Canadian Pacific Railway Company in 1880.

The strike also fit a familiar pattern in 19th-century Canadian labour disputes involving unskilled, unorganized labour. The employer, himself a small contractor on a larger project, was unable to meet his obligations to his employees, in large part because the perceived demands of the patronage system, or of boards of directors (as in 1855), took priority over those obligations. The strike appears to have been spontaneous, and a climax to a series of wildcat walkouts to which the employer had failed to respond adequately. It was normative in nature, demanding that the employer live up to contractual and legal obligations, rather than a radical attempt to secure a measure of control for the workers, or to oppose some labour-saving technology, or even to move toward some sort of labour organization. The military was called out to maintain the peace, which on balance tended to favour the employer over the worker. The government had to advance funds to settle the dispute. Seen in perspective, the labour experience and troubles on

[74]NAC, RG 12, vol 1969, file 3556-24, vols. 2-4, passim., especially J. Whitehead to Sir John A. Macdonald, 27 October 1890.

[75]Berton, *National Dream*, 289.

[76]See for example the pessimistic assessment of progress on all the contracts in Sandford Fleming to Sir Charles Tupper, 20 November 1879, in NAC, RG 43, vol. 716, File unregistered correspondence 1875-1879.

Contract 15 have strong parallels to those of the 1840s and 1850s in the Canadas, and to the situation among Canada's railway construction camps for another three or four decades.[77]

[77]As an example, the CPR construction strike of 1885 in the Rocky Mountains: see Steele, *Forty Years*, 196-201; and Morton and Copp, *Working People*, 48-9.

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NOTICE

Hardial Bains, Charles Boylan, Dorothy-Jean O'Donnell and Brian Sproule object to certain passages relating to them in the published oral recollections of Jack Scott (*A Communist Life: Jack Scott and the Canadian Workers Movement 1927-1985*) as being derogatory of them and false.

The Committee on Canadian Labour History, as publisher of the work, wishes to emphasize that any such passages must be understood in the context of political and social partisanship and opinion in which they appear, and accordingly should not be taken literally in any sense which is personally derogatory of Mr. Bains, Mr. Boylan, Ms. O'Donnell or Mr. Sproule. The Committee regrets any offence which such passages may have caused these persons. The passages in question will not be included in any further editions of the work.

The Committee on Canadian Labour History