

S-2-5 1966-67
SPORTS - Hockey

CONFIDENTIAL

FILE NO. S-2-5

1966-67

**PRIVY COUNCIL OFFICE
CANADA**

SUBJECT

SPORTS

Hockey

Deputy Registrar General



Sous-Registraire Général

Canada

CONFIDENTIAL

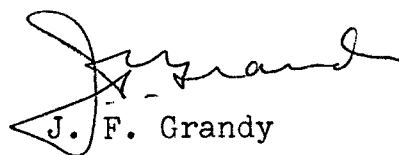
Ottawa 4, October 26, 1967

Mr. O. G. Stoner,
Acting Secretary to the Cabinet
and Clerk of the Privy Council,
Privy Council Office,
Ottawa.

Dear Gerry:

I read your note of April 26 for the Prime Minister concerning amateur hockey in Canada. This was sent to me by John M. MacKillop on September 26, how and why I am not quite certain. However I want you to know that we are not drifting and as evidence of this I am enclosing a copy of a memorandum Dave Henry gave me dated October 3 on the progress of the study in the Combines Branch.

Yours sincerely,


J. F. Grandy

MR MacKillop
NCO
Feb

October 3, 1967

TO: Mr. J. F. Grandy

FROM: Mr. D. H. W. Henry

Re: Report on Amateur Hockey in Canada

Reference is made to Mr. MacKillop's memorandum of September 26 to the Registrar General regarding the Report on Amateur Hockey in Canada by the Hockey Study Committee of the National Advisory Council on Fitness and Amateur Sport, January, 1967.

The Research Section of the Combines Branch is, as you know, in the final stages of a report on the implications of bringing services under the Combines Investigation Act. The study was started when the former President of the Privy Council replied as follows to a question in the House of Commons:

"...I am pleased to advise him - and I do not want to refer to the N.H.L. or any other specific organization - that in relation to any service, the question as to whether and to what extent services may be included within the ambit of the Act is presently under study." (Hansard, February 23, 1966, page 1673).

While the study is not yet in my hands, I am informed that it includes an analysis of the Pro-Amateur Agreement of May 15, 1967, concluded by the National Hockey League, the Canadian Amateur Hockey Association and the Amateur Hockey Association of the United States. This agreement, as well as other arrangements to which the N.H.L. is a party, is found to have some highly restrictive aspects and would be likely to lead to an inquiry if services were brought under the Combines Investigation Act. The conclusions of the study as a whole are such as to lend support to the idea of bringing services under the Act.

There is little doubt that, if hockey were brought under the Act, there would be a relaxation of the existing restrictive arrangements pertaining to the employment of hockey players. From the viewpoint of the Department of National Health and Welfare, the situation which emerged would probably represent an improvement over the existing situation.

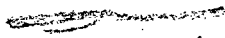
However, the interests of N.H.W. respecting the relations of the National Hockey League and the Canadian Amateur Hockey Association are not identical with those of the Combines Branch. N.H.W. has some very precise ideas about what constitutes amateurism

- 2 -

in sports, and how Canadian amateur hockey falls short in this regard. It is most unlikely that the outlawing of restrictive practices would bring forth just the kind of amateurism desired by N.H.W.

I have not attempted to assess the goals of N.H.W. nor to judge how they can best be achieved. The constitutional powers of the Federal Government in this area are limited. I suspect that conditional subsidization of amateur hockey would be about the only way by which N.H.W. could bring about particular organizational changes which it might consider desirable.

In summary, the Branch is in the final stages of a study of the implications of bringing services in general under the Combines Investigation Act. We will recommend that our Minister pass the study along to the Economic Council to take into account in its review of the Act. If the Government does eventually decide to bring services under the Act, the effect on hockey will be appreciable, and it will be in the direction of a relaxation of the existing restrictive arrangements.


D. H. W. Henry
Director.

CONFIDENTIAL

Ottawa, September 26, 1967.

Dear Mr. Turner:

You will recall that on February 9th the Report on Amateur Hockey in Canada was tabled in the House of Commons.

For your convenience, I am enclosing a copy of a memorandum to the Prime Minister dealing with certain aspects of the report.

Yours sincerely,

signed J.M. MacKillop
John M. MacKillop

Encl. *one*

Honourable J.M. Turner,
Registrar General of Canada,
House of Commons,
O t t a w a, Ont.

c.c.--Honourable A.J. MacEachen,
Minister of National Health & Welfare.

(an original of letter sent to Mr. MacEachen)

-Mr. J.F. Grandy,
Deputy Registrar General.

one



5-2-5
COPY
COPIE

OFFICE OF THE PRIME MINISTER • CABINET DU PREMIER MINISTRE

O t t a w a (4)
September 19th, 1967.

Dear Mr. Killoran:

I received your letter on my
return from a visit to the constituency.

I am taking up this matter
of the Physical Fitness grant with
the Minister, Mr. MacEachen, and will
ask him to get in touch with you direct
about this. I hope a decision can
be made shortly.

Kindest regards,

Yours sincerely,

Mr. Michael Killoran,
Manager,
The University of Toronto Varsity Blues,
2210-47 Thorncliffe Park Drive,
Toronto 17, Ontario.

cc: Honourable Allan MacEachen

SEP 15 AM 8 37

*Continue on the
Folsom Committee to
speed up their decision*

Seen by
L. B. PEARSON

2210-47 Thorncliffe Park Drive
Toronto 17, Ontario

September 8th., 1967

The Right Honorable Lester B. Pearson
Parliament Buildings
Ottawa, Canada

Dear Sir

As manager of the University of Toronto Varsity Blues hockey team, I am writing this letter to you, an alumnus of the university and a former coach of the team. This year's edition of the team has been chosen to represent Canada at the 1968 World University Olympics in Innsbruck, Austria next February. The reasons why we were selected may be best shown in a resumé of the teams activities and accomplishments of the past two years.

In the 1965-66 season, our record was admirable. In league competition, we won thirteen, lost two and tied one. At Christmas, we travelled to Boston where we won the Boston Christmas Hockey Festival. From there, we journeyed to Detroit, where we defeated the N.C.A.A. champions, Michigan Tech Huskies, by a 6-2 score in the first annual Great Lakes Invitational Hockey Tournament. However, as a result of our first place finish in the Ontario-Quebec Athletic Association hockey league, we represented the O-QAA at the Canadian Intercollegiate Athletic Union national hockey championship in Sudbury in March of 1966. Having played three games in a little more than thirty-six hours, we won the final contest by an 8-1 score. Thus we had won the national championship the first year that we had competed for it.

If that season was admirable, the following season, the 1966-67 season, was nearly perfect. On Boxing Day of 1966, we played the Czechoslovakian National team in Windsor. We held them to a 4-2 lead until late into the second period when they scored three unfortunate goals. From then on, the game was lost. In January, we won the first annual Loyola-Molson International Hockey tournament in Montreal. In February, we travelled to Buffalo to play a benefit match for their Children's Hospital. There, we defeated the Austrian National team 7-2. In league competition, we walked away from the rest of the league while compiling a fourteen wins, one loss and one tie record. In playoff action, we won both of our games 10-2 and 9-2. In Calgary and Edmonton, at Alberta's Second Century Week, we won our second C.I.A.U. national championship with 7-4 and 16-2 scores. Thus we became the first team to win the national championship twice and in succession.

As a result of our latest championship, we were selected to represent Canada next February. This, indeed, is a great honor and one which, you may be sure, we shall do our best to be worthy of.

One problem does exist, however, and that is that the C.I.A.U. were to take care of our expenses. They, in turn, were to receive the money from the Canada Fitness Council. The latest that I have heard is that there has been no word from the Council.

I realize, of course, that there are many more important matters which need your attention, but, I thought, that as a former coach of the team, you might like to be able to help us out. Thank you very much. I remain,

Yours truly,



Michael Killoran
Manager,
The University of Toronto Varsity Blues



CANADA

OFFICE OF THE PRIME MINISTER
CABINET DU PREMIER MINISTRE
OTTAWA

MR. STONER

compliments of

MISS MARY E. MACDONALD

EXECUTIVE ASSISTANT

hommage de

Mlle MARY E. MACDONALD

CHEF DE CAI 000022



COPY
COPIE

OFFICE OF THE PRIME MINISTER • CABINET DU PREMIER MINISTRE

O t t a w a (4)
September 19th, 1967.

My dear Colleague:

. . .

Herewith a copy of a letter I have received from the Manager of the University of Toronto Varsity Blues hockey team, requesting that an early decision be made in relation to a grant from the Physical Fitness Council, together with my interim reply.

I hope that this decision can be made as quickly as possible.

Yours sincerely,

Original signed
by

L. B. PEARSON

Honourable Allan MacEachen,
Minister of National Health and Welfare,
Brooke Claxton Bldg.,
O t t a w a, Canada.

cc: Mrs. Stoner

S-2-5

CONFIDENTIAL

July 6, 1967

MEMORANDUM FOR MR. O.G. STONER

FROM: Marc Lalonde

Re: Report on Amateur Hockey
in Canada

I notice that the Prime Minister has read your memo of April 26 on that subject, without making any comment on it. I do not know whether you have sent a copy of your memo to National Health and Welfare and to the Registrar General but it would seem to me that it would be worthwhile drawing at least John Turner's attention to this matter.

Marc Lalonde

Marc Lalonde

in Mitchell (OK)
*you might send
a copy to Mr. Turner*

CONFIDENTIAL

April 26, 1967

MEMORANDUM FOR THE PRIME MINISTERReport on Amateur Hockey in Canada

1. On a number of occasions there have been questions in the House pertaining to the conduct of the National Hockey League and the relations between that body and Amateur Hockey in Canada. Since you have taken a personal interest in this matter I thought it might be worth sending you a few comments on the situation as it now stands as a result of the Report on Amateur Hockey issued during the winter by the National Advisory Council on Fitness and Amateur Sport. Attached to this memorandum is a copy of the Report which was tabled in the House on February 9.
2. We have talked with representatives of the Fitness and Amateur Sport Division of Health and Welfare and the Combines Branch and have ascertained that no follow-up action has been instituted. The reason given is that a significant number of the recommendations arise out of the 1958 CAHA - NHL Agreement which is being re-negotiated, and action at this time would be premature.
3. The Report recommends legislation that guarantees freedom for amateur hockey from interference by the NHL or its agents. This could be a question of basic human rights or a matter for Combines. Mr. MacEachen, in an address to the Canadian Hockey Foundation, indicated that the government does not have the right nor the responsibility to interfere unless the rights of the individual are being endangered, and expressed the hope that legislation would not be required. The Financial Post of April 15th reports that the Registrar General is likely to launch an investigation into the activities of the NHL. The Registrar General is examining the possibility of bringing services such as the NHL within the ambit of the Combines Act. While the NHL is being studied, an amendment to the Combines Act would be required before any legal action could be taken.

- 2 -

4. The majority of the recommendations involve amateur hockey in general rather than legislation. Consequently, Health and Welfare who has a Fitness and Amateur Sport Division, should be responsible for the report, the analysis of the forthcoming CAHA-NHL Agreement, a re-assessment of the Committee's recommendations and implementation of appropriate recommendations. Since the report does not deal directly with professional hockey, any action by Combines could be taken independently but in view of the relationship between the CAHA and the NHL, not without co-ordinating its activities with Health and Welfare.

5. In addition to legislation, the highlights of the report are as follows:

- (a) The CAHA should amend its constitution to provide for a full-time paid Commissioner, five full-time paid Directors and the formation of a Management Committee.

Note: This is an effort to bring the CAHA front office into the twentieth century enabling it to deal effectively with all aspects of amateur hockey in Canada. The Association has begun to reorganize along the lines suggested.

- (b) the CAHA should not return to an agreement with the NHL comparable to that of 1958 which permitted the professionals to interfere with amateur players and regulations.

Note: The Association was asked to keep the Committee's recommendations in mind in the current negotiations. However, one can appreciate the caution which the CAHA must exercise when one considers that the NHL annually invests approximately \$800,000.00 in amateur hockey in Canada. This explains the request for grants from the federal government to ensure the association's independence.

- (c) All amateur players should be given the right to play for the National team if they so desire; plans for the National team should include a "B" team; and in support of the National team(s), the federal government should match contributions to the Canadian Hockey Foundation dollar for dollar up to a maximum of \$50,000 annually.

- 3 -

- (d) Interscholastic hockey should be promoted vigorously.

Note: "C" and "D" would appear to be the only areas in which the Government might take action without awaiting the new agreement.

6. While this is not a pressing or important matter when viewed against a number of other problems which are occupying the attention of the Government, it may well be that the situation may drift a little unless the Minister of National Health and Welfare and the Registrar General are reminded of their respective responsibilities and the need for their departments to keep closely in touch with each other. It also seems likely that the expansion of the NHL next year may give rise to some new problems which may eventually be reflected in Parliament. The focus of attention at the present time on the Stanley Cup playoffs might provide a suitable opportunity for you to say a brief word in Cabinet about the Government's continuing interest in this problem.

(SIGNED) O. G. STONER

O.G.S.

Privy Council Office,
O t t a w a.

JM: OGS:im

CONFIDENTIAL

February 13th, 1967.

MEMORANDUM FOR MR. BUTLER:

Controls relating to hockey players

The Prime Minister mentioned this morning that the Physical Fitness Council has submitted a report concerning the kind of restraints that limit the freedom of hockey players in Canada in their negotiations with various teams and leagues. I think I have seen some reference in the press to the report and the Prime Minister feels it should be followed up. I assume the report may have gone to the Minister of National Health and Welfare.

Would you please get a copy of the report and let me know whether anyone is doing anything about it and, if so, what.

Should it be followed up by National Health and Welfare or by the Registrar General in relation to combines, etc.?

R.G.R.

Whose doing what?

National Health OR Combines

1966

OFFICE OF THE PRIME MINISTER
CABINET DU PREMIER MINISTRE

M. S. 155
Oct 2

MEMORANDUM

~~Mr Gordon Robertson~~

~~W. A. Butler~~ PCO 7411

000030

MINISTER OF
NATIONAL HEALTH AND WELFARE



MINISTRE DE LA
SANTÉ NATIONALE ET DU BIEN-ÊTRE SOCIAL

OTTAWA

September 30, 1966.



Miss Mary E. Macdonald,
Executive Assistant to the Prime Minister,
Room 309-S,
House of Commons,
Ottawa.

Dear Mary:

Further to my letter of September 28th regarding the hockey study, I am told that the committee expects to include its report on the problems of the Canadian hockey players abroad as part of its total report. This will be available in April.

In the original terms of reference for this hockey committee, it was indicated that this would be acceptable. If you feel that this particular part of that report is required earlier, we shall make every effort to obtain it.

Sincerely,

Bill MacEachern,
Special Assistant.

cc Hon Paul Martin
RGR
2.10.66
W

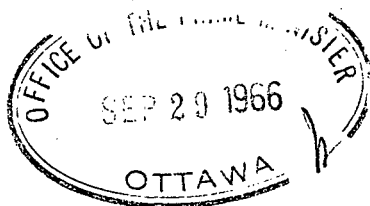
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MINISTER OF
NATIONAL HEALTH AND WELFARE



MINISTRE DE LA
SANTÉ NATIONALE ET DU BIEN-ÊTRE SOCIAL

OTTAWA



September 28, 1966

*BF with
previous date
made*

M

Dear Mary:

I have your letter of September 26 in which you asked whether a report has been received as yet from the Sub-Committee on the National Fitness Council, which is considering the problems of Canadian hockey players abroad.

I am getting in touch with our Fitness and Amateur Sport people on this point and will be writing to you just as soon as I receive word from them as to how the matter stands. This should be within a few days.

Sincerely,

Bill MacEachern

Bill MacEachern,
Special Assistant

Miss Mary E. Macdonald,
Executive Assistant to the
Prime Minister,
Room 309-S,
House of Commons,
O t t a w a

Stoner 2-2-5

Mr. Robert

FM EXTERNL OTT MAY25/66 CONFD

TO WASHDC E1702 IMMED

INFO PCO(STONER)JUSTICE(HENRY)

REF OURTEL E1659 MAY19 YOURTEL 1508 MAY20

USA DEPT OF JUSTICE ENQUIREY:NHL

WE HAVE NOW BEEN INFORMED BY CLARENCE CAMPBELL THAT TWO CDN NHL CLUB OWNERS WOULD BE PERFECTLY WILLING TO TALK WITH USA DEPT OF JUSTICE OFFICIALS IN USA AT ANY CONVENIENT TIME.CAMPBELL WILL WAIT FOR USA AUTHORITIES TO CONTACT HIM BEFORE INITIATING ARRANGEMENTS FOR SUCH MTG.AS FOLLOW UP TO CONVERSATION REPORTED IN YOUR REFTEL PLEASE NOW INFORM USA AUTHORITIES IT WOULD BE APPROPRIATE FOR THEM TO CONTACT CAMPBELL AT THEIR CONVENIENCE.

FM EXTERNL OTT MAY19/66 CONFID

TO WASHDC E1659 IMMED

INFO PC(STONER) JUSTICE(HENRY)

REF YOURTEL 1131 APR16

USA DEPT OF JUSTICE ENQUIRY:NHL

SINCE RECEIVING REFTEL, SUGGESTION CONTAINED IN PARA SIX HAS RECEIVED MOST CAREFUL CONSIDERATION. WE ARE IN PRINCIPLE ANXIOUS TO COOPERATE WITH USA AUTHORITIES BUT SUGGESTION THAT THEY APPROACH NHL CLUBS RAISES DELICATE PRESENTATIONAL AND LEGAL ISSUES, PARTICULARLY WITH REGARD TO POSSIBILITY THAT PROPOSED DISCUSSIONS MIGHT TAKE PLACE IN CDA. AFTER DISCUSSING MATTER WITH CLARENCE CAMPBELL INFORMALLY, AND WITH APPROVAL OF MINISTER, WE ARE THEREFORE PROCEEDING WITH FOLLOWING ALTERNATIVE SCHEME SUGGESTED BY CAMPBELL. LATTER IS GETTING IN TOUCH WITH MONTREAL AND TORONTO CLUB OWNERS TO ENQUIRE WHETHER THEY WOULD BE WILLING TO MEET VOLUNTARILY AND INFORMALLY WITH USA DEPT OF JUSTICE OFFICIALS IN USA, PERHAPS IN NY. CAMPBELL WILL LET US KNOW OUTCOME OF HIS APPROACH TO CLUB OWNERS AND WILL THEN CONTACT USA DEPT OF JUSTICE OFFICIALS, PROBABLY WITHIN NEXT FEW DAYS. (FOR YOUR INFO CAMPBELL CONSIDERS THAT IT IS IN INTERESTS OF NHL AND TWO CDN CLUBS TO COOPERATE IN PROVIDING INFO SOUGHT BY DEPT OF JUSTICE. HE IS CONFIDENT THEY WILL AGREE WITH ABOVE PROCEDURE.)

2. PLEASE INFORM APPROPRIATE USA OFFICIALS.

MR Robertson
This is a good compromise
File

CROSS REFERENCE SHEET

Name or Subject

SPORTS - Hockey -

File No.

S-2-5

Regarding

Date

Memo advising that as Cabinet has approved the setting up of the Ministerial Advisory Cttee on the Combines Act the question of whether services shld be brought under the Combines Act, incl. hockey shld be referred to that Cttee - stating that hockey shld be treated as part & parcel of the work of the new Ministerial Advisory Cttee rather than as a separate subject -

Apr. 30/66

SEE

Name or Subject

O.G.Stoner from D.H.W.Henry -

File No.

T-1-6

CONFIDENTIAL

April 29, 1966.

MEMORANDUM TO MR. STONE:

National Hockey League

Mr. Henry tells me that he and Jim Langley have been dealing with a woman lawyer from the United States Embassy, Miss Alberta Colclaser. She has been asked to make arrangements for anti-trust officials' visits to Canadian NHL officials. Mr. Henry has asked her to wait until the NHL play-offs are over and expects to hear from her again in the latter half of May.

No one has yet been able to account for the reference to Clarence Campbell as an American citizen. This was apparently mentioned by a U.S. Justice Department official during the meeting on April 16 in Washington.

I will keep you informed.


M.E. Butler

Copy on T-1-5
c.c. Mr. Hodgson ✓

Document disclosed under the Access to Information Act
Document divulgué en vertu de la Loi sur l'accès à l'information

Sw. 6 PM.

29/4/66

H. R. R. R.
file

April 28, 1966

MEMORANDUM FOR THE PRIME MINISTER

National Hockey Team - Medals and Trophies

1. You asked for a report on the matter which Mr. Roxburgh raised in the attached letter to Mr. Benson. (April 11, 1966)

2. We have been informed by the Department of National Revenue that they have requested a full report from their Winnipeg office on the circumstances referred to in Mr. Roxburgh's letter. The factual situation is that medals and trophies are not subject to duty. Trophies, if made of silver, while not dutiable are subject to a 10% excise tax. It would make sense to provide an exemption where such trophies are won in international sport or other competition. This aspect of it has been referred to the Department of Finance by the Department of National Revenue.

3. We have been in touch with Mr. Roxburgh who feels satisfied that Mr. Benson is having a careful look at both the Regulations and how they were enforced in this particular instance.

ORIGINAL SIGNED
BY

R. G. ROBERTSON
R.G.R.

Privy Council Office,
O t t a w a.

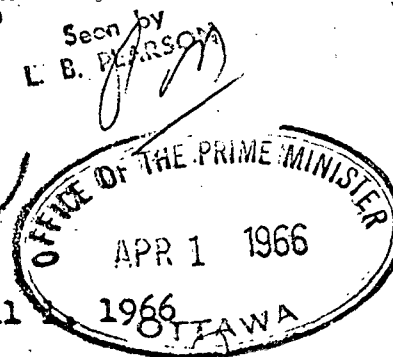
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000037



House of Commons
Canada

OTTAWA, April 1, 1966



The Honourable E.J. Benson, P.C.,
Minister of National Revenue,
O T T A W A.

Dear Mr. Benson:

Attached is copy of letter, from Mr. Gordon Juckes, Secretary-Manager, Canadian Amateur Hockey Association, which I sincerely hope is explanatory in more ways than one.

The words I would like to use to express my feelings are not printable.

Because of the Prime Minister's keen interest in sport and in our national team, I am sending him a copy of Mr. Juckes's letter along with a copy of this letter to you.

Could it be that your officials are becoming too officious?

I leave the matter in your hands.

Sincerely yours,

Jack Roxburgh, M.P.,
NORFOLK.

c/c
The Prime Minister

FIRST VICE-PRESIDENT
FRED PAGE,

415 EGAN STREET, PORT ARTHUR, ONTARIO
TELEPHONE: OFFICE 693-6261
RESIDENCE: 343-8758

PAST PRESIDENT
A. T. POTTER,

11335-63RD STREET, EDMONTON, ALBERTA
TELEPHONE: OFFICE CA. 2-6101
RESIDENCE: GR. 7-1546

SECOND VICE-PRESIDENT
LLOYD POLLOCK,

196 OUELLETTE AVENUE, WINDSOR, ONTARIO
TELEPHONE: OFFICE 253-1104
RESIDENCE: 253-5031

PRESIDENT

LIONEL FLEURY,

441 LEMESURIER STREET, QUEBEC 6, P.Q.
TELEPHONE: OFFICE 693-3909
RESIDENCE: 683-7048

SECRETARY-MANAGER
GORDON W. JUCKES,

P.O. BOX 1330, MELVILLE, SASKATCHEWAN
TELEPHONE: OFFICE 728-5192
RESIDENCE: 728-5605

Canadian Amateur Hockey Association

(MEMBER OF THE INTERNATIONAL ICE HOCKEY FEDERATION)

s.19(1)

Dear Jack --

Thought perhaps you might like to know that the customs people were a bit "silly" over entry of the Canadian team returning from Yugoslavia.

Quite a few of the boys had nothing to declare -- but they made them declare the medals they had won (third place) and the odd other souvenir of like kind from the hosts overseas. This means that the boys have had to use up their "permit" to at least the \$25.00 amount. Perhaps this won't bother them and they may not be declaring anything within the prescribed time -- but I thought it rather small that the officials should ask them to declare their medals.

For myself I had to declare two medals and a trophy given to the team. My declaration of \$25.00 of course will have an effect on me, if perchance I do go overseas this summer.

For some reason the Winnipeg people seem to be much more official about this than other ports of entry. No doubt they have their instructions. Despite regulations, however, the boys certainly cannot understand why anyone would want them to declare medals. I am sure I wouldn't like to try to explain to them either.

S-2-5

S. Prime Minister
L. B. PEARSON

to see
MSR
Prime Minister
be interested.
J. Stinner
file

FM WASHDC APR16/66 CONFD LTD DISTR

TO EXTERNAL 1131 PRIORITY

INFO JUSTICE(HENRY)PCO(STONER) DE OTT

NATIONAL HOCKEY LEAGUE EXPANSION-POSSIBLE USA ANTITRUST INVESTIGATION

WE ACCOMPANIED HENRY(DIRECTOR OF INVESTIGATION AND RESEARCH COMBINES) TO CONSULTATIVE MTG HERE YESTERDAY ON ANTITRUST MATTERS WITH TURNER ASST ATTORNEY GENERAL. ALSO PRESENT WERE FUGATE(CHIEF FOREIGN COMMERCE SECTION OF ANTITRUST DIV IN JUSTICE) AND SMITH(DIRECTOR OF CDN AFFAIRS) LEVIN(CHIEF BUSINESS PRACTICES DIV) FROM STATE.

2. DURING DISCUSSION ON NUMBER OF ANTITRUST QUESTIONS WITH BILATERAL IMPLICATIONS TURNER REFERRED TO QUESTION OF RECENT EXPANSION OF NHL TO 12 TEAMS AND INDICATED INTEREST IN CDN VIEWS ON ANTITRUST ASPECTS OF ACCEPTANCE OF ST LOUIS FRANCHISE.

WHICH WOULD INVOLVE, IF WE AGREED, TALKING TO

OWNERS OF PRESENT NHL CLUBS INCLUDING TORONTO AND MONTREAL TO DETERMINE WHETHER THERE WERE REASONS OTHER THAN LEGITIMATE BUSINESS REASONS FOR SELECTING ST LOUIS OVER BALTIMORE OR VANCOUVER (TWO CITIES WHOSE APPLICATIONS FOR NEW FRANCHISES WERE TURNED DOWN) AS SIXTH EXPANSION SITE. TURNER EXPLAINED THAT THEY HAD ALREADY HAD PRELIMINARY DISCUSSION WITH CLARENCE CAMPBELL PRES OF NHL (WHO WE UNDERSTAND IS AN AMERICAN CITIZEN).

1
This surprises me; ...2
I don't think it's right.

s.15(1)

PAGE TWO 1131

3. TURNER SAID THAT IT HAD BEEN ALLEGED THAT LATE JAMES NORRIS, AS OWNER OF CHICAGO BLACK HAWKS, WHO ALSO HAD A PARTIAL INTEREST IN ST LOUIS HOCKEY ARENA, APPLIED PRESSURE ON OTHER FIVE OWNERS TO GRANT FRANCHISE TO ST LOUIS EVEN THOUGH NO RPT NO BIDS HAD BEEN RECEIVED FROM THAT CITY BEFORE DEADLINE. AS YOU MAY KNOW SENATOR BREWSTER OF MARYLAND WHO WAS AMONG THOSE CHARGING THAT NHL DID NOT RPT NOT OBSERVE ALL RULES IN SELECTING ITS EXPANSION SITES HAS ASKED ANTITRUST OFFICE TO LOOK INTO SELECTION OF ST LOUIS OVER BALTIMORE.

4. USA HAS NOT RPT NOT GONE INTO ANTITRUST ASPECTS OF EXPANSION AS YET

AS HOCKEY IS DESCRIBED AS QUOTE SERVICE UNQUOTE RATHER THAN QUOTE GOODS UNQUOTE ATTORNEY GENERALS OFFICE WILL BE EXPLORING SOME NEW GROUND IN THEIR INVESTIGATION ALTHOUGH ANY SUBSEQUENT PROSECUTION WOULD WE UNDERSTAND BE UNDER SECTION 1 OF SHERMAN ACT.

5. IN EVENT THAT PRELIMINARY INVESTIGATION SHOULD TURN UP SUFFICIENT EVIDENCE OF QUOTE CONSPIRACY UNQUOTE TO WARRANT FORMAL INVESTIGATION, DEFENDANT WOULD BE NHL AS CORPORATION. CLUB OWNERS AND EXECUTIVES INDIVIDUALLY WOULD NOT RPT NOT BE DEFENDANTS.

6. SMITH AND LEVIN THEN SAID THAT USA AUTHORITIES WISHED TO CONSULT CDN AUTHORITIES THROUGH DIPLO CHANNELS ON THIS CASE IN VIEW OF ITS BILATERAL IMPLICATIONS. BEFORE ANY ACTION WAS TAKEN BY USA

...3

000041

PAGE THREE 1131

AUTHORITIES TO SPEAK TO MANAGEMENT OF TORONTO AND MONTREAL NHL CLUBS AND POSSIBLY ALSO APPLICANT FOR VANCOUVER FRANCHISE, STATE DEPT WOULD WISH TO BE ASSURED THAT CDN AUTHORITIES HAD NO RPT NO OBJECTION TO THIS COURSE BEING FOLLOWED. IF CDA WAS AGREEABLE IT WAS FURTHER SUGGESTED WE MIGHT WISH TO FACILITATE ANY APPROACH TO CLUBS CONCERNED. STATE DEPT OFFICIALS ASKED THAT WE RAISE THIS MATTER WITH YOU AND WE SHOULD ACCORDINGLY BE GRATEFUL TO RECEIVE YOUR VIEWS IN DUE COURSE SO THAT WE MAY PASS THEM ON TO STATE DEPT.

8-2-6
x T-1-6
"Prime Minister" / RGR

CONFIDENTIAL

April 12, 1966

MEMORANDUM FOR MR. ROBERTSON

Combines Investigation Act; National Hockey League

1. John Matheson called Dave Henry this morning to say that the Prime Minister was anxious to know where the Combines Branch stood with respect to the possibility of investigating professional hockey, particularly with a view to the recent ruckus that was created about the failure of Vancouver to obtain a National Hockey League franchise. Mr. Henry recalled to Mr. Matheson that the Combines Act, as now drafted, does not include services and, therefore, no investigation was possible. He further told Mr. Matheson that a proposal for amending the Act was shortly to be considered by the Finance and Economic Policy Committee; one of the main recommendations is the establishment of an Advisory Committee to review all possible amendments, including, of course, the addition of services to the Act. He stressed that it would be virtually impossible to deal with professional hockey outside the general context of services or to amend the Act with respect to professional hockey without dealing with other services.

2. Mr. Matheson asked Mr. Henry if he would do a note for the Prime Minister to bring him up to date. Mr. Henry suggested that this information might more appropriately come from this office. Accordingly, you may wish to send a copy of his note to the Prime Minister. As soon as Finance and Economic Policy have dealt with the memorandum concerning the amendment to the Combines Investigation Act, the matter could be referred quickly to Cabinet for a decision. It would not be expected, however, that proposed amendments could be agreed on in the Advisory Committee inside of the minimum of a year.

(SIGNED) O. G. STONER

O.G.S.

Privy Council Office,
O t t a w a.

OGS:im

000043

Received for File March 8, 1966

T H I S A G R E E M E N T made in quadruplicate
this First day of September 1958.

B E T W E E N

NATIONAL HOCKEY LEAGUE, hereinafter
called the "NHL"

OF THE FIRST PART,

- and -

INTERNATIONAL ICE HOCKEY FEDERATION,
(North American Division)

hereinafter called the "IIHF"

CANADIAN AMATEUR HOCKEY ASSOCIATION,

hereinafter called the "CAHA", and

AMATEUR HOCKEY ASSOCIATION OF THE

UNITED STATES, hereinafter called
the "AHA of US",

OF THE SECOND PART.

W H E R E A S the party of the First Part is the
governing body for professional hockey in Canada and the United
States of America and has by agreements in writing and other
working arrangements power to contract for and on behalf of its
affiliated and associated minor leagues;

AND WHEREAS the International Ice Hockey Federation
in accordance with its Constitution and By-Laws and Agreement,
jointly and severally subscribed to by the Canadian Amateur
Hockey Association, the Amateur Hockey Association of the United
States and the British Ice Hockey Association, as member
associations, is the governing body for Amateur hockey in Canada,
the United States of America and Great Britain in all international
matters;

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AND WHEREAS the Canadian Amateur Hockey Association is the governing and controlling body for Amateur Hockey in Canada;

AND WHEREAS the Amateur Hockey Association of the United States of America is the governing and controlling body for Amateur hockey in the United States;

AND WHEREAS it is the mutual desire of the contracting parties that the terms of their association together shall henceforth be of a more permanent character;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that in consideration of the mutual agreements and conditions herein contained, the Parties hereto agree together as follows:

1.- ACKNOWLEDGMENT OF JURISDICTION OF AMATEUR AUTHORITIES

The Party of the First Part hereby acknowledges that the Parties of the Second Part are the sole and exclusive governing bodies of amateur hockey within their respective territorial and constitutional spheres and hereby agrees that in all matters relating to amateur hockey and its relations with professional hockey it will deal only with the duly appointed officers of the Parties of the Second Part.

2.- ACKNOWLEDGMENT OF JURISDICTION OF PROFESSIONAL AUTHORITY

The Parties of the Second Part hereby acknowledge that the Party of the First Part and its fully affiliated and associated minor leagues are the sole and exclusive governing bodies of professional hockey in Canada and the United States of America and hereby agree that in all matters relating to professional hockey and its relation to amateur hockey they will deal only with the duly appointed representatives of the Party of the First Part by or on behalf of the Senior Officer of the North American and Pacific Division of the I.I.H.F.

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3.- SUSPENSION BY AMATEURS

The Party of the First Part on behalf of itself, its affiliated and/or associated minor leagues and all member clubs of such leagues agrees that it will recognize all suspensions imposed upon amateur hockey players by the member associations of the Parties of the Second Part. Notice of such suspension shall be in writing signed by or on behalf of the President of the IIHF.

4.- SUSPENSIONS BY PROFESSIONALS

The Parties of the Second Part on behalf of themselves and their member associations agree that they will recognize all suspensions imposed upon professional hockey players of the Party of the First Part and its affiliated and/or associated minor Leagues. Notice of such suspension shall be in writing signed by or on behalf of the President of the NHL. The word "suspension" as used in this and the next preceding paragraph of this agreement shall mean suspension from participation in hockey as player, coach, manager or in any other capacity whatsoever.

5.- UNIFORM PLAYING RULES

(a) The Parties of the Second Part further agree that their member associations will adopt the Playing Rules of the NHL, for use in all competitions conducted under the jurisdiction of their respective Associations and their affiliates subject to the following exceptions:-

- (1) The number of players permitted to play.
- (2) The system of officiating.
- (3) Fines.
- (4) Overtime Play.

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5.- UNIFORM PLAYING RULES (continued)

(5) During the season 1958-59 the Parties of the Second Part may adopt their own Playing Rules for competition among players under sixteen years of age. This provision may be renewed from season to season with the approval in writing of the Party of the First Part.

(b) The Parties of the Second Part shall not be obliged to adopt any alterations in the Playing Rules made during the course of the playing season. A Joint Rules Committee representing all parties to this agreement shall be appointed to confer from time to time as may be required with reference to the Playing Rules.

6.- FORMS OF PROFESSIONAL AGREEMENTS

The Parties of the Second Part on behalf of themselves and their member associations acknowledge that for the orderly conduct of professional hockey and the governance of the relations between the clubs and their players and their obligations to one another the following types of agreement and arrangements are the only officially recognized relationships in existence and use by the Party of the First Part and its affiliated and associated minor leagues:-

- (a) Form A - Try-out Agreement - a specimen copy of which is appended hereto.
- (b) Form B - Option Agreement - a specimen copy of which is appended hereto.
- (c) Form C - Option Agreement - a specimen copy of which is appended hereto.

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6.- FORMS OF PROFESSIONAL AGREEMENTS (continued)

- (d) Standard Player's Contracts - specimen copies of which are appended hereto.
- (e) Negotiation List - an arrangement by which professional hockey clubs agree among themselves to refrain from negotiating with named players for a limited period of time so as not to interfere with the negotiations of another professional club on whose Negotiation List such player's name appears.

7.- PROFESSIONAL HOCKEY LISTS

The Parties of the Second Part on behalf of themselves and their member Associations acknowledge that the rights and privileges secured or conferred by the agreements detailed in paragraph Six (6) hereof are consolidated and recorded in the following lists of players issued at regular intervals by the Party of the First Part for each professional hockey club:-

- (a) Players' Reserve List.
- (b) Goalkeepers' Reserve List.
- (c) Negotiation List.
- (d) Voluntarily Retired List.
- (e) Inactive List (College and Armed Service Players).

and the Parties of the Second Part agree that they will not permit or otherwise facilitate the transfer of any player on any of the said lists to any club or team not playing under the jurisdiction of the CAHA or the AHA of US without the written consent of the professional hockey club on whose list such player appears. The above recited lists and amending bulletins shall be sent promptly

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7.- PROFESSIONAL HOCKEY LISTS (continued)

after issue to the Parties of the Second Part in the manner hereinafter provided.

The five lists set out above together with the Sponsorship List are included in the term "Player Lists".

8.- SPONSORED CLUBS

(a) The Parties of the Second Part recognize the existence of arrangements between professional hockey clubs and amateur hockey clubs known as "sponsorship", and without in any way restricting their right to make regulations governing the movements and transfers of amateur players from Branch to Branch or from Canada to the United States and return, the Parties of the Second Part agree that they will not enact or otherwise create regulations which have the effect of discriminating against amateur hockey clubs which are "sponsored" by professional hockey clubs.

(b) It is understood and agreed between the Parties hereto that this Agreement is entered into upon the assumption that the existing Regulations governing the transfer of players by the Parties of the Second Part shall continue insofar as they affect the operation of "sponsored clubs" and will not be modified or amended so as to affect adversely the interests of such sponsored clubs without the consent in writing by the Party of the First Part.

It is further agreed that the following is a correct statement of the effect of the existing Regulations governing the transfer of players at the date of the execution of this Agreement:-

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8.- SPONSORED CLUBS (continued)

The Parties of the Second Part agree to permit the transfer of players from a club of any Branch of their Associations to a club in any other Branch subject to the following limitations:-

- (1) Not more than two players may be transferred from one Junior Club or its official affiliated minor clubs in any season.
- (2) Not more than two Branch to Branch transfers shall be permitted to any one Junior Club in any season and only one of such transfers shall be made from West to East or vice versa.
- (3) The Player's amateur club must consent to any such transfer.
- (4) Consent of parents or legal guardian shall be required for transfer of players under 18 years of age on August 1st preceding the season when such transfer is to take effect.
- (5) No Branch or League or other approval shall be required for any transfer complying with these conditions.

9.- DEFINITION OF "PROFESSIONAL"

IT IS FURTHER AGREED by the parties hereto that a player shall be considered a "professional" only when the Party of the First Part notifies the Parties of the Second Part that such player has signed a Standard Player's Contract or a Form C Option Agreement with a professional hockey club and that said club intends to enforce the terms thereof. Notwithstanding anything contained in this paragraph or the existence of any contract to do

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9.- DEFINITION OF "PROFESSIONAL" (continued)

so, no player who has not attained his eighteenth birthday shall be permitted to play professional hockey either under contract or under any "try-out" Agreement.

10.- PLAYERS UNDER SIXTEEN YEARS

The Party of the First Part agrees that its member clubs and member clubs of its affiliated and/or associated minor leagues will not place under contract, option or try-out agreement, or place upon its Negotiation List any player who has not attained his sixteenth birthday.

11.- RESTRICTIONS ON TURNING PLAYERS "PROFESSIONAL"

The Party of the First Part agrees to supply to the Parties of the Second Part, in the manner hereinafter provided on or before September 15th in each year a list of all players to be tried out as "potential professional" players by all clubs of the NHL and its affiliated or associated minor leagues. Any player so reported may be turned professional at any time down to and including November 15th of that playing season notwithstanding any prior registration by or other obligation to any amateur club. No player registered for the current season with any member club of CAHA or the AHA of US shall be "turned professional" by any professional club of either the NHL or any affiliated or associated minor league between November 16th and the last scheduled game (including play-offs) of his amateur club without having first obtained the written consent of the amateur club with which he is registered. If a player sought to be "turned professional" after February 15th in any season is a member of

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11.- RESTRICTIONS ON TURNING PLAYERS "PROFESSIONAL" (continued)

an amateur club actually engaged in interprovincial (or equivalent in the United States) play-offs the further consent of the President of the CAHA or AHA of US as appropriate, shall be required.

12.- TRY-OUT PROVISIONS

(a) The member clubs of the Party of the First Part and its duly affiliated and associated minor leagues shall have the right to enter into agreements with amateur hockey players for a "try-out" without thereby jeopardizing their amateur status. The Parties of the Second Part further agree that upon default being made by a player in the discharge of his "try-out" obligations under such agreement (Form A, Form B or Form C) such player shall upon request being made in writing by the Party of the First Part be suspended by the Parties of the Second Part.

(b) Permission for the granting of "try-outs" of not more than five games (actual participation) will be issued by the President of the appropriate Party of the Second Part upon application made for the purpose by the President of the Party of the First Part when the following conditions are established.

- (1) The consent of the player has been secured.
- (2) The consent of the player's amateur club has been secured in advance so long as that amateur team is engaged in official competition.
- (3) The player is on a "Player List" of the club seeking the try-out or one of its affiliated clubs.

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12.- TRY-OUT PROVISIONS (continued)

(4) If the player's amateur club is engaged in Branch or Inter-Branch play-offs the consent of his Branch shall also be secured in advance.

(c) Permission for an additional "try-out" for not more than three (3) games will be issued to players who have completed their regular schedule and all play-offs upon fulfilment of the conditions set-out in (b) hereof provided always that no such "try-out" will be granted to take effect before the seventh day after the final game of his amateur team.

(d) Where amateur goalkeepers are used to meet "emergency conditions" extending beyond the limits defined in this section it is understood that the try-out permission may be extended beyond such limits by the President of the appropriate Party of the Second Part when such extension would not have the effect of injuring the position of the amateur club affected.

13.- REGISTRATION OF AMATEUR PLAYERS

IT IS FURTHER AGREED that no contract or agreement other than simple registration as a player, made between a player and any member club of the CAHA, AHA of US or the BIHA shall be binding upon or have any effect whatsoever upon the Party of the First Part or its duly affiliated or associated minor leagues and their member clubs during the currency of this agreement.

14.- REINSTATEMENT OF PROFESSIONAL PLAYERS

(a) IT IS FURTHER AGREED that any professional hockey player released by, or placed upon its Voluntarily Retired List

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14.- REINSTATEMENT OF PROFESSIONAL PLAYERS (continued)

by a member club of the Party of the First Part or any of its duly affiliated or associated minor leagues who has been unable to secure employment as a professional hockey player and who is certified by the President of the NHL to have been released as a professional player from all contractual or other obligations to the Party of the First Part or any of its duly affiliated or associated minor leagues shall be eligible for reinstatement as an amateur by the Parties of the Second Part and will upon written request being made by the President of the NHL be so reinstated by the President of the appropriate Party of the Second Part. No player shall be eligible for reinstatement more than once in any calendar year.

(b) The Parties of the Second Part agree that they will not establish or permit to be established by any League or other organization operating within their respective jurisdiction any rule or regulation which has the effect of restricting the eligibility of a player under 25 years of age to participate in its competitions by reason of his previous status as a professional hockey player.

(c) When a professional player has been reinstated as an amateur and a monetary consideration has been paid to a professional club to secure its consent for such reinstatement and such player is subsequently "turned professional" by the same or any other professional club, the amateur club paying such consideration shall be entitled to be reimbursed for the amount of its payment to the professional club less one third for each season or part thereof in which the player participates as a member of an amateur club.

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15.- TAMPERING OR NEGOTIATING WITH PLAYERS OF OTHER CLUBS

The Parties hereto agree that in order to preserve discipline and competition and to prevent the enticement of players:

(a) No club under the jurisdiction of the Parties of the Second Part, through any officer, employer, agent, scout or other representative shall offer any proposal to, negotiate with, or discuss employment either present or prospective with a player whose name is on the Reserve List, Goalkeepers Reserve List or Negotiation List of a Member Club of the Party of the First Part or any of its affiliated or associated minor leagues without the prior written consent of that Member Club;

Any club contravening the provisions of this section shall be deprived of the protection provided in Para 11 hereof (Restrictions on Turning Players "Professional") for such period and under such other terms as shall be fixed by arbitration.

(b) No Member Club of the Party of the First Part or any of its affiliated or associated Minor Leagues through any officer, employee, agent, scout or other representative shall offer any proposal to, negotiate with, or discuss employment either present or prospective with a player who is registered as a playing member of any club under the jurisdiction of the Parties of the Second Part at any time between November 16th and the final game of the season of the amateur club without the prior written consent of that amateur club.

Any Member Club contravening the provisions of this section shall be deprived of the "try-out" privileges provided in Para 12 hereof (Try-out Provisions) for such period and under such other terms as shall be fixed by arbitration.

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15.- TAMPERING OR NEGOTIATING WITH PLAYERS OF OTHER CLUBS (continued)

(c) Any complaints concerning violation of the provisions of this Paragraph shall be made in writing and shall be transmitted to the responsible officers of the Parties hereto as provided in Para 21 hereof (Responsibility for Fulfilment and Notice) who shall investigate the complaint, and all matters in dispute following such investigation shall be settled by arbitration as provided in Para 20 (Arbitration).

16.- PAYMENTS

(a) It is further agreed that in consideration of the due performance of the terms of this Agreement the Party of the First Part will pay annually to the Parties of the Second Part jointly the sum of:-

- (1) Three Thousand Dollars for each operating member club of the National Hockey League.
- (2) Fifteen Hundred Dollars for each operating member club of the American Hockey League.
- (3) One Thousand Dollars for each operating member club of any other affiliated or associated minor league agreeing to be bound by the terms of this Agreement.

The payments herein provided for shall be made in currency of the country in which the respective operating member clubs actually operate.

(b) The payments herein provided shall be paid to the Parties of the Second Part in the following proportions.

Eighty Five (85) percent to the Canadian Amateur Hockey Association (payable in Canadian Funds to the maximum extent possible from the funds paid under (a) hereof).

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16.- PAYMENTS (continued)

Fifteen (15) percent to the Amateur Hockey Association of United States (payable in U.S. Funds to the maximum extent possible from the funds paid under (a) hereof).

(c) The sum herein stipulated shall be paid to the Parties of the Second Part in two equal instalments on January 1st and April 15th during the currency of this Agreement and in the currencies as specified herein.

(d) The payments herein provided shall be employed by the Parties of the Second Part for the promotion and development of amateur hockey clubs and players and is accepted by all Parties of the Second Part in full and complete satisfaction for such players as may become "professionals" with the Member Clubs of the Party of the First Part and any of its duly affiliated or associated minor leagues during the currency of this Agreement.

It is further agreed that the CAHA, if it deems it necessary and advisable, may appropriate for its own administrative expenses any part of the excess of the payments received by it hereunder over Twenty Seven Thousand Dollars in any one year.

(e) It is further agreed that under existing Regulations the CAHA makes a charge equal to ten (10) percent of the receipts in Inter-Branch Play-offs as an administrative charge for its services in conducting such Play-offs and that the net surplus arising from each such Play-off series is allocated to the participating teams.

It is further agreed that any change in this arrangement without the written approval of the Party of the First Part as provided in Para 18 hereof shall entitle the Party of the First Part to give immediate notice of termination of this Agreement notwithstanding the provisions of Para 22 hereof.

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17.- DEVELOPMENT OF OFFICIALS

The Parties mutually agree to co-operate in the development of competent young officials (Referees and Linesmen) who have professional potentialities and to employ them under the "three man officiating" system whenever possible in series where professional sponsored teams are participating.

18.- GENERAL PROVISIONS

It is mutually agreed that this Agreement has been entered into upon the basis of existing regulations which affect the subject matters of the Agreement and that these regulations will not be modified adversely to the interests of the other Party hereto without previous consultation and approval thereof in advance of such change.

19.- FURTHER PARTIES TO AGREEMENT

It is further understood and agreed that this agreement shall inure to the benefit of the Party of the First Part, its duly affiliated and associated minor leagues and any other minor league that shall affiliate with the Party of the First Part or shall associate itself with the Party of the First Part for the purposes of this agreement during its currency, and the member clubs of all such leagues. The Party of the First Part will notify the Parties of the Second Part the names of its affiliated and associated minor leagues and their member clubs from time to time.

20.- ARBITRATION

In the event of any dispute arising between the Parties hereto as to the interpretation or application of any of the provisions of this Agreement or the obligations of either Party

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20.- ARBITRATION (continued)

arising from such interpretation or application such dispute shall be referred to a Board of Arbitration consisting of one person selected by the Party of the First Part and one person selected by the Parties of the Second Part. If these two arbitrators are unable to reach an agreement on the matters in dispute then they shall select a neutral third person as an additional arbitrator. Both parties shall be entitled to appear by their officers or agents and upon conclusion of the hearing the Board shall render a decision, and such decision whether unanimous or by majority vote shall be final and binding on all Parties hereto.

21.-RESPONSIBILITY FOR FULFILMENT AND NOTICE

The authority and responsibility for the fulfilment of the provisions of this Agreement shall be vested in National Hockey League through its President C. S. Campbell or his successor in office from time to time, on behalf of the Party of the First Part; and in G. S. Dudley, Secretary-Manager of the Canadian Amateur Hockey Association or his successor in office from time to time, on behalf of the Parties of the Second Part.

Any notice desired or required to be given to the Party of the First Part under this Agreement shall be addressed to:-

C. S. Campbell, President
National Hockey League
601 Sun Life Building
Montreal, Quebec

Any notice desired or required to be given to any of the Parties of the Second Part shall be addressed to:-

G. S. Dudley
Secretary-Manager, CAHA
210A King Street
Midland, Ontario

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22.- DURATION OF AGREEMENT

This Agreement is the only Agreement between the Parties as at the date hereof and governs exclusively the relations between the Parties. It may be modified only by written instrument signed by the duly authorized officers of the Parties hereto. This Agreement shall terminate on the 30th day of June, Nineteen Hundred and Sixty Eight (1968) unless sooner terminated by mutual consent in writing or by written notice by either party of its intention to terminate the Agreement on the 30th day of June next after the expiration of not less than two years from the delivery of such notice.

NATIONAL HOCKEY LEAGUE

C. S. Campbell (sgd.)
President

INTERNATIONAL ICE HOCKEY
FEDERATION (NORTH AMERICAN
AND PACIFIC DIVISION)

G. S. Dudley (sgd.)
President

CANADIAN AMATEUR HOCKEY ASSOCIATION

R. LeBel (sgd.)
President

G. S. Dudley (sgd.)
Secretary

AMATEUR HOCKEY ASSOCIATION OF
THE UNITED STATES

T. F. Lockhart (sgd.)
President

P. E. M. Thompson (sgd.)
Secretary

TRY-OUT AGREEMENT "A"

(Form "A")

DATE.....

MEMORANDUM OF AGREEMENT

BETWEEN:

.....
hereinafter called the "Player"

— and —

.....
hereinafter called the "Club"

In consideration of the agreement by the Club to pay the expenses (including hotel room, meals and railroad fare) from:.....

(Place of residence or other base of Player)

and return, the Player agrees to present himself, when called upon to do so, at the Club's training camp for the purpose of demonstrating, to the best of his ability, his qualifications as a hockey player; and further agrees that if such qualifications, in the opinion of the Club, justify the Club in offering him a contract as a professional hockey player, he will sign such contract on terms to be mutually agreed upon.

And the Player further agrees that in case of refusal or failure on his part to attend the training camp and try-out as agreed, the Club shall have the right to request the suspension of the Player by all professional and amateur organizations until the Player has carried out this Try-out Agreement.

The Player also agrees that the Club shall have the right to transfer this agreement and the rights created by it to any other professional hockey club, and the Player agrees that he will report and try out with such transferee club on the basis set out in this Agreement.

.....
WITNESS:

.....
PLAYER

.....
ADDRESS

.....
CITY

.....
PROVINCE OR STATE

.....
WITNESS:

.....
CLUB

PER.....

FOR PLAYER ONLY

NAME IN FULL.....

PLACE OF BIRTH.....

DAY.....MONTH.....YEAR.....

HEIGHT.....WEIGHT.....

POSITION.....SHOTS.....
(R or L)

FORM "A"

(Read instructions for completion and registration on reverse side.)

000061

Instructions for Completion

- (1) Fill in the *correct* date and the *correct full* name of the player as well as the *correct* corporate name of the Club.
- (2) Have the player supply all of the information set out at the lower left-hand corner of the Form.
- (3) Have the Forms signed by the player and the authorized officer of the Club.

Instructions for Registration

- (1) Wire Central Registry giving full name and address of the player, the kind of Form signed and the Player List on which his name is to be placed.
- (2) Forward *all* copies of the Form to the Central Registry. Sufficient copies of the Form should be prepared for the following purposes:—
 - (a) Central Registry—one signed copy.
 - (b) Each affected League—one copy.
 - (c) The Club for whom the player is signed—one signed copy.
 - (d) The Club on whose list the player is placed—one copy.

Send all copies of the Form to the Central Registry

- (3) Central Registry will report the transaction in the first regular Bulletin after notice is received which will serve as acknowledgment of receipt of the notice.
- (4) Central Registry will record, time-stamp, and distribute by mail, copies of the Form received, to the Leagues and Clubs affected which will serve as acknowledgment of receipt of the documents. No other acknowledgment will be sent.

OPTION AGREEMENT "B"

(Form "B")

MEMORANDUM OF AGREEMENT

DATE.....

BETWEEN:

.....
hereinafter called the "Player"

— and —

.....
hereinafter called the "Club"

In consideration of the sum of..... Dollars (\$) which the Player acknowledges he has received from the Club, the Player hereby grants to the Club an exclusive option on his services as a professional hockey player. The Player further agrees that he will present himself at the Club's training camp, at the Club's expense (including hotel room, meals and railroad fare), when requested to do so, for the purpose of demonstrating his skill and ability as a hockey player, and that he will, on request of the Club, sign a Standard Player's Contract (professional) on terms to be mutually agreed upon.

And it is further agreed that the option hereby granted is a continuing option exercisable by the Club so long as the Club is prepared to tender and does tender to the Player, upon demand in writing being made by him at any time when he is eligible and available to play, a Standard Player's Contract at a rate of salary equal to the fair average salary of the League in which the Club is a member.

And it is further agreed that if the Club defaults in the performance of any of its obligations under this Agreement the Player may notify the Club in writing the particulars of such default. Should the Club not make good such default within fifteen days from the receipt of such notice all rights hereby created shall thereafter cease and determine.

The Player agrees that the Club shall have the right to transfer this agreement and the rights created by it to any other professional hockey club, and the Player agrees that he will carry out the terms of this Agreement on the same basis as if it had been made with the transferee club.

.....
WITNESS:

.....
PLAYER

.....
ADDRESS

.....
CITY

.....
PROVINCE OR STATE

.....
WITNESS:

.....
CLUB

PER.....

FOR PLAYER ONLY

NAME IN FULL.....

PLACE OF BIRTH.....

DAY..... MONTH..... YEAR.....

HEIGHT..... WEIGHT.....

POSITION..... SHOTS.....

(R or L)

FORM "B"

(Read instructions for completion and registration on reverse side.)

000063

Instructions for Completion

- (1) Fill in the **correct** date and the **correct full** name of the player as well as the **correct** corporate name of the Club.
- (2) Have the player supply all of the information set out at the lower left-hand corner of the Form.
- (3) Have the Forms signed by the player and the authorized officer of the Club.

Instructions for Registration

- (1) Wire Central Registry giving full name and address of the player, the kind of Form signed and the Player List on which his name is to be placed.
- (2) Forward **all** copies of the Form to the Central Registry. Sufficient copies of the Form should be prepared for the following purposes:—
 - (a) Central Registry—one signed copy.
 - (b) Each affected League—one copy.
 - (c) The Club for whom the player is signed—one signed copy.
 - (d) The Club on whose list the player is placed—one copy.

Send all copies of the Form to the Central Registry

- (3) Central Registry will report the transaction in the first regular Bulletin after notice is received which will serve as acknowledgment of receipt of the notice.
- (4) Central Registry will record, time-stamp, and distribute by mail, copies of the Form received, to the Leagues and Clubs affected which will serve as acknowledgment of receipt of the documents. No other acknowledgment will be sent.

OPTION AGREEMENT "C"

(Form "C")

Document disclosed under the Access to Information Act
Document divulgué en vertu de la Loi sur l'accès à l'information

MEMORANDUM OF AGREEMENT

DATE

BETWEEN :

— and — hereinafter called the "Player"

hereinafter called the "Club"

In consideration of the sum of Dollars (\$) which the Player acknowledges he has received from the Club, the Player covenants and agrees with the Club that he will, upon request of the Club made within one year from the date hereof, sign a contract with the Club to serve the Club as a hockey player for a period of year(s), subject to the terms and conditions set out in the Standard Player's Contract (a copy of which has been shown to and examined by the Player), and for the following remuneration payable to the Player by the Club :

..... Dollars (\$) payable forthwith upon the signing of a Standard Player's Contract,

— and — Dollars (\$) per hockey season if the player is assigned by the Club to play for a club in the Quebec Hockey League Inc.

— or — Dollars (\$) per hockey season if the player is assigned by the Club to play for a club in the Western Hockey League,

— or — Dollars (\$) per hockey season if the player is assigned by the Club to play for a club in the American Hockey League,

— or — Dollars (\$) per hockey season if the player is assigned by the Club to play for a club in the National Hockey League.

ALL such payments, excepting the payable for signing the contract, shall be pro rated according to the proportion of the hockey season for which the Player is employed in each of such Leagues.

The Player further agrees that he will present himself at the Club's training camp at the Club's expense (hotel, meals and railway fare) whenever requested to do so by the Club during the currency of this Agreement, or extension thereof, for the purpose of demonstrating his skill and ability as a hockey player.

During the currency of this Agreement or extension thereof, the Player covenants and agrees that he will play hockey only for such hockey team as may be designated by the Club.

(TURN OVER)

000065

OPTION AGREEMENT "C" (continued)

It is mutually agreed that the Club shall have the right to sell, exchange, assign or otherwise transfer this contract and the rights to the Player's services to any professional hockey Club, and the Player agrees to accept and be bound by such sale, exchange, assignment or transfer, and to faithfully perform and carry out the terms of the Agreement with the same force and effect as if it had been entered into by the Player and the assignee club.

This Agreement may be extended for further periods of one year each upon payment to the Player by the Club before the expiration of this Agreement or any extension thereof the sum of Dollars (\$)) for each such extension.

DATED AT this day of 19.....

WITNESS :

PLAYER

ADDRESS

CITY

PROVINCE OR STATE

WITNESS :

CLUB

FOR PLAYER ONLY

PER

NAME IN FULL

PLACE OF BIRTH

DAY MONTH YEAR

HEIGHT WEIGHT

POSITION SHOOTS
(R or L)

FORM "C"

Received for File
March 8, 1966

S-2-5

STANDARD
PLAYER'S CONTRACT
National Hockey League

The

of

WITH

I hereby certify that I have, at this date, received, examined and noted of record the within Contract, and that it is in regular form.

President National Hockey League

Dated

19

Amended Form
July 1964

IMPORTANT NOTICE TO PLAYER

Before signing this contract you should carefully examine it to be sure that all terms and conditions agreed upon have been incorporated herein, and if any has been omitted, you should insist upon having it inserted in the contract before you sign.

NATIONAL HOCKEY LEAGUE

STANDARD PLAYER'S CONTRACT

This Agreement

BETWEEN:

hereinafter called the "Club",

a member of the National Hockey League, hereinafter called the "League".

—AND—

hereinafter called the "Player".

of in (Province) of (State)

Witnesseth:

That in consideration of the respective obligations herein and hereby assumed, the parties to this contract severally agree as follows:—

1. The Club hereby employs the Player as a skilled Hockey Player for the term of one year commencing October 1st, 19 and agrees, subject to the terms and conditions hereof, to pay the Player a salary of

Dollars (\$

Payment of such salary shall be in consecutive semi-monthly instalments following the commencement of the regular League Championship Schedule of games or following the date of reporting, whichever is later; provided, however, that if the Player is not in the employ of the Club for the whole period of the Club's games in the National Hockey League Championship Schedule, then he shall receive only part of the salary in the ratio of the number of days of actual employment to the number of days of the League Championship Schedule of games.

And it is further mutually agreed that if the Contract and rights to the services of the Player are assigned, exchanged, loaned or otherwise transferred to a Club in another League, the Player shall only be paid at the rate of

Dollars in the League,

Dollars in the League,

Dollars in the League.

2. The Player agrees to give his services and to play hockey in all League Championship, Exhibition, Play-Off and Stanley Cup games to the best of his ability under the direction and control of the Club for the said season in accordance with the provisions hereof.

The Player further agrees,

- (a) to report to the Club training camp at the time and place fixed by the Club, in good physical condition,
- (b) to keep himself in good physical condition at all times during the season,
- (c) to give his best services and loyalty to the Club and to play hockey only for the Club unless his contract is released, assigned, exchanged or loaned by the Club,
- (d) to co-operate with the Club and participate in any and all promotional activities of the Club and the League which will in the opinion of the Club promote the welfare of the Club or professional hockey generally,
- (e) to conduct himself on and off the rink according to the highest standards of honesty, morality, fair play and sportsmanship, and to refrain from conduct detrimental to the best interests of the Club, the League or professional hockey generally.

The Club agrees that in exhibition games played after the start of the regular schedule (except where the proceeds are to go to charity, or where the player has agreed otherwise) the player shall receive his pro rata share of the gate receipts after deduction of legitimate expenses of such game. This provision re exhibition games is applicable in the National Hockey League only.

3. In order that the Player shall be fit and in proper condition for the performance of his duties as required by this contract the Player agrees to report for practice at such time and place as the Club may designate and participate in such exhibition games as may be arranged by the Club within thirty days prior to the first scheduled Championship game. The Club shall pay the travelling expenses and meals en route from the Player's home to the Club's training camp. In the event of failure of the player to so report and participate in exhibition games a fine not exceeding Five Hundred Dollars may be imposed by the Club and be deducted from the compensation stipulated herein. At the conclusion of the season the Club shall provide transportation direct to the Player's home.

4. The Club may from time to time during the continuance of this contract establish rules governing the conduct and conditioning of the Player, and such rules shall form part of this contract as fully as if herein written. For violation of any such rules or for any conduct impairing the thorough and faithful discharge of the duties incumbent upon the Player, the Club may impose a reasonable fine upon the Player and deduct the amount thereof from any money due or to become due to the Player. The Club may also suspend the Player for violation of any such rules. When the Player is fined or suspended he shall be given notice in writing stating the amount of the fine and/or the duration of the suspension and the reason therefor.

5. Should the Player be disabled or unable to perform his duties under this contract he shall submit himself for medical examination and treatment by a physician selected by the Club, and such examination and treatment, when made at the request of the Club, shall be at its expense unless made necessary by some act or conduct of the Player contrary to the terms and provisions of this contract or the rules established under Section 4.

If the Player, in the sole judgment of the Club's physician, is disabled or is not in good physical condition at the commencement of the season or at any subsequent time during the season (unless such condition is the direct result of playing hockey for the Club) so as to render him unfit to play skilled hockey, then it is mutually agreed that the Club shall have the right to suspend the Player for such period of disability or unfitness, and no compensation shall be payable for that period under this contract.

If the Player is injured as the result of playing hockey for the Club, the Club will pay the Player's reasonable hospitalization until discharged from the hospital, and his medical expenses and doctor's bills, provided that the hospital and doctor are selected by the Club and provided further that the Club's obligation to pay such expenses shall terminate at a period not more than six months after the injury.

It is also agreed that if the Player's injuries resulting directly from playing for the Club render him, in the sole judgment of the Club's physician, unfit to play skilled hockey for the balance of the season or any part thereof, then during such time the Player is so unfit, but in no event beyond the end of the current season, the Club shall pay the Player the compensation herein provided for and the Player releases the Club from any and every additional obligation, liability, claim or demand whatsoever. However if upon joint consultation between the Player, the Club's physician and the Club General Manager, they are unable to agree as to the physical fitness of the Player to return to play, the Player agrees to submit himself for examination by an independent medical specialist and the Parties hereto agree to be bound by his decision. If the Player is declared to be unfit for play he shall continue to receive the full benefits of this Agreement. If the Player is declared to be physically able to play and refuses to do so he shall be liable to immediate suspension without pay.

6. The Player represents and agrees that he has exceptional and unique knowledge, skill and ability as a hockey player, the loss of which cannot be estimated with certainty and cannot be fairly or adequately compensated by damages. The Player therefore agrees that the Club shall have the right, in addition to any other rights which the Club may possess, to enjoin him by appropriate injunction proceedings from playing hockey for any other team and/or for any breach of any of the other provisions of this contract.

7. The Player and the Club recognize and agree that the Player's participation in other sports may impair or destroy his ability and skill as a hockey player. Accordingly the Player agrees that he will not during the period of this Contract and of the option of renewal thereof engage or participate in football, baseball, softball, hockey, lacrosse, boxing, wrestling, or other athletic sport without the written consent of the Club.

8. (a) The Player hereby irrevocably grants to the Club during the period of this Contract and of the option of renewal thereof the exclusive right to permit or authorize any person, firm or corporation to take and make use of any still photograph, motion pictures or television of himself, and agrees that all rights in such pictures and television shall belong to the Club exclusively and may be used, reproduced, distributed or otherwise disseminated by the Club directly or indirectly in any manner it desires.

(b) The Player further agrees that during the period of this Contract and of the option of renewal thereof he will not make public appearances, participate in radio or television programs, or permit his picture to be taken, or write or sponsor newspaper or magazine articles, or sponsor commercial products without the written consent of the Club. Where the Club grants its written consent to any of the activities recited in this sub-section the Player shall receive his proper share of the proceeds of such activities.

9. It is mutually agreed that the Club will not pay, and the Player will not accept from any person, any bonus or anything of value for winning any particular game or series of games except as authorized by the League By-Laws.

10. The Player agrees that during the currency of this agreement he will not tamper with or enter into negotiations with any player under contract or reservation to any Club of the League for or regarding such player's current or future services, without the written consent of the Club with which such player is connected under penalty of a fine to be imposed by the President of the League.

11. It is mutually agreed that the Club shall have the right to sell, assign, exchange and transfer this contract, and to loan the Player's services to any other professional hockey club, and the Player agrees to accept and be bound by such sale, exchange, assignment, transfer or loan, and will faithfully perform and carry out this contract with the same purpose and effect as if it had been entered into by the Player and such other Club.

It is further mutually agreed that in the event that this contract is assigned, or the Player's services are loaned, to another Club, the Club shall, by notice in writing delivered personally to the Player or by mail to the address set out below his signature hereto advise the Player of the name and address of the Club to which he has been assigned or loaned, and specifying the time and place of reporting to such club. If the Player fails to report to such other Club he may be suspended by such other Club and no salary shall be payable to him during the period of such suspension.

The Club shall pay the actual moving expenses incurred by a player during the playing season when such move is directed by the Club and is not part of disciplinary action.

12. If the Club shall default in the payments to the Player provided for in Section 1 hereof or shall fail to perform any other obligation agreed to be performed by the Club hereunder, the Player may, by notice in writing to the Club, specify the nature of the default, and if the Club shall fail to remedy the default within fifteen (15) days from receipt of such notice, this contract shall be terminated, and upon the date of such termination all obligations of both parties shall cease; except the obligation of the Club to pay the Player's compensation to that date.

13. The Club may terminate this contract upon written notice to the Player (but only after obtaining waivers from all other League clubs) if the player shall at any time:

- fail, neglect or neglect to obey the Club's rules governing training and conduct of players,
- fail, refuse or neglect to render his services hereunder or in any other manner materially breach this contract,
- fail, in the opinion of the Club's management, to exhibit sufficient skill or competitive ability to warrant further employment as a member of the Club's team.

In the event of termination under sub-section (a) or (b) the Player shall only be entitled to compensation due to him to the date such notice is delivered to him or the date of the mailing of such notice to his address as set out below his signature hereto.

In the event of termination under sub-section (c) it shall take effect fourteen days from the date upon which such notice is delivered to the Player, and the Player shall only be entitled to the compensation herein provided to the end of such fourteen-day period.

In the event that this contract is terminated by the Club while the Player is "away" with the Club for the purpose of playing games the instalment then falling due shall be paid on the first week-day after the return "home" of the Club.

14. The Player further agrees that the Club may carry out and put into effect any order or ruling of the League or its President for his suspension or expulsion and that in the event of suspension his salary shall cease for the duration thereof and that in the event of expulsion this contract, at the option of the Club, shall terminate forthwith.

15. The Player further agrees that in the event of his suspension pursuant to any of the provisions of this contract, there shall be deducted from the salary stipulated in Section 1 hereof an amount equal to the exact proportion of such salary as the number of days' suspension bears to the total number of days of the League Championship Schedule of games.

16. If because of any condition arising from a state of war or other cause beyond the control of the League or of the Club, it shall be deemed advisable by the League or the Club to suspend or cease or reduce operations, then:

- in the event of suspension of operations, the Player shall be entitled only to the proportion of salary due at the date of suspension,
- in the event of cessation of operations, the salary stipulated in Section 1 hereof shall be automatically cancelled on the date of cessation, and
- in the event of reduction of operations, the salary stipulated in Section 1 hereof shall be replaced by that mutually agreed upon between the Club and the Player.

17. The Club agrees that it will on or before October 1st next following the season covered by this contract tender to the Player personally or by mail directed to the Player at his address set out below his signature hereto a contract upon the same terms as this contract save as to salary.

The Player hereby undertakes that he will at the request of the Club enter into a contract for the following playing season upon the same terms and conditions as this contract save as to salary which shall be determined by mutual agreement. In the event that the Player and the Club do not agree upon the salary to be paid the matter shall be referred to the President of the League, and both parties agree to accept his decision as final.

18. The Club and the Player severally and mutually promise and agree to be legally bound by the Constitution and By-Laws of the League and by all the terms and provisions thereof, a copy of which shall be open and available for inspection by Club, its directors and officers, and the Player, at the main office of the League and at the main office of the Club.

The Club and the Player further agree that in case of dispute between them, the dispute shall be referred within one year from the date it arose to the President of the League as an arbitrator and his decision shall be accepted as final by both parties.

The Club and the Player further agree that all fines imposed upon the Player under the Playing Rules, or under the provisions of the League By-Laws, shall be deducted from the salary of the Player and be remitted by the Club to the N.H.L. Players' Emergency Fund.

19. The Player agrees that the Club's right to renew this contract as provided in Section 17 and the promise of the Player to play hockey only with the Club, or such other club as provided in Section 2 and Section 11, and the Club's right to take pictures of and to televise the Player as provided in section 8 have all been taken into consideration in determining the salary payable to the Player under Section 1 hereof.

20. The Player hereby authorizes and directs the Club to deduct and pay, and the Club hereby agrees to deduct and pay, to the National Hockey League Pension Society, out of the salary stipulated in Section 1 hereof on behalf of the Player the sum of Fifteen Hundred Dollars (\$1500.00) (Canadian Funds) or such lesser proportion thereof as the number of days' service of the Player with the Club under this contract bears to the number of days of the League Championship Schedule of games, and to obtain from the National Hockey League Pension Society a proper receipt for such sum in the name of the Player.

21. It is severally and mutually agreed that the only contracts recognized by the President of the League are the Standard Player's Contracts which have been duly executed and filed in the League's office and approved by him, and that this Agreement contains the entire agreement between the Parties and there are no oral or written inducements, promises or agreements except as contained herein.

In Witness Whereof, the parties have signed this.....day

of.....AND, 19.....

WITNESSES:

.....Club

By.....President

.....Player

Home Address of Player

PRIVY COUNCIL OFFICE
BUREAU DU CONSEIL PRIVÉ

MEMORANDUM

Prime Minister

— re the NHL.

Mr Butler, of our staff, has prepared the attached note. I think it suggests a real possibility.

In effect, we have Canadians placed in a state of penury for the profit of foreign teams. This is an issue that many would see as a proper place for the federal govt. to take an interest.

18/12/66

WHR

LBP:ap

Personal and
Confidential

Ottawa,
March 2, 1966.

Dear Pat:

I appreciate and share your indignation about the exclusion of Vancouver from the National Hockey League.

I can assure you I have looked carefully into the possibility of legitimate Federal intervention but there is very little we can do here if the Combines Law is not applicable. I enquired about this at once and found that no action is possible by the Federal Government under that law in the circumstances. However, for your confidential information, I have asked for an enquiry into hockey contracts with minors, something that has worried me as a citizen, as it has worried many others for a long time. Also I have talked to one or two of my friends who are among the NHL brass and have let them know, on a personal basis, how I felt. I am afraid, however, that they do not share my feelings! It seems to me that, if Max Bell and McMahon get back into the picture, it is just possible that something could be done in view of Norris' death and the effect this might have on the proposed St. Louis franchise. I hope so.

With best regards,

Yours sincerely,

Original signed
by

L. B. PEARSON

Mr. Patrick L. McGeer, M.L.A.,
Legislative Assembly,
Victoria, B.C.

001371

LEGISLATIVE ASSEMBLY



OFFICE OF THE PRIME MINISTER

CABINET DU PREMIER MINISTRE PROVINCE OF BRITISH COLUMBIA

Feb 17/66

'66 FEB 21 AM 8 50

Dear Mr. Pearson

I am writing, as a former Olympic athlete for Canada, to appeal to you to Establish a Royal Commission investigating the grip a few Professional hockey promoters have over our national sport. Our young hockey players, age 15-18, are caught up in what amounts to a slave trade. In all my experience in sport,

I have never known of anything as shameful as what is going on in Canada - with the grasping tentacles of greedy promoters reaching down to our little amateur leagues. These hockey promoters will export our game,

Our league, our own Stanley Cup
to the United States - and they will
have been made wealthy by our
taxpayers money going to them through
CBC television receipts. A few
Gordie Howe's will do well, but many
more will become school dropouts and
hockey dropouts.

The enclosed is part of a speech
Given by me in the B.C. Legislature
Yesterday. I hope you will have time,
as a hockey fan, and as a member
of Britain's 1922 Olympic Hockey team,
to read its contents. The facts have all
been carefully checked, and the true
story is far worse than portrayed.

My best wishes for this session of
Parliament. We are almost certainly looking
at a B.C. election this fall
Sincerely
Pat Mc Geer

BUDGET DEBATE - February 16th, 1966

Dr. P. L. McGeer

RECREATION

The Budget gives no indication that the Provincial Government intends to promote a vigorous programme of athletics this year.

It isn't because influential members of the Government are not sports fans. They are - particularly if the sporting events are American ones. The Premier loves to make mysterious trips to the United States about World Series time. This year, a spectacular extra included a trip to the Rose Bowl collegiate football game. The trip was a means of promoting British Columbia tourism. An excellent job was done, and congratulations are due the Premier and Mr. Bill Clancy. It shows they understand one of the values of athletics. I hope they can be persuaded to show as keen an interest in Canadian athletics.

Hockey, our national sport is a great game for youngsters and adults, for competitors and fans. But, with the possible exception of boxing, the hold which a small group of professional promoters has over this game is as unhealthy as anything which exists in sport to-day. What is good for Chicago's big Jim Morris is supposed to be good for Canada and Canada's national game.

The situation is sick and governments, both Federal and Provincial, must look into ways and means of restoring it to health.

I want to see a Federal royal commission examining the status of amateur athletics in Canada and the relationship between professional and amateur hockey all across this country. I want to see that royal commission bringing in specific recommendations as to how we can give hockey back to the Canadian people and how we can prevent exploitation of our young athletes.

Provincially, I want us to give consideration as to what steps we need to take in order to foster a healthy atmosphere for amateur sports in this Province, and to keep hockey free from the tentacles of greedy professional promoters.

Last week the National Hockey League met to consider establishing new franchises for an expanding league. It is significant that Vancouver, the only Canadian city applying was overlooked in favour of six American cities. The new hockey rink, to which the Provincial Government, pledged \$1 million, will not house a National Hockey League team. Pittsburg, Philadelphia, Minneapolis, Los Angeles, San Francisco and St. Louis were chosen in preference to Vancouver.

The Governors of the National Hockey League may be the ones to decide what is best for their league, but we must decide what is best for Canadian hockey. We must decide to what extent we wish to give American Hockey promoters power to influence young Canadian athletes.

Here is what Gordon Jukes, secretary manager of the Canadian Amateur Hockey Association had to say about the situation:

"Expansion of the National Hockey League to 12 teams, 10 of them American, will reduce Canada to the role of a "gigantic hockey slave farm," says Gordon Jukes, secretary-manager of the Canadian Amateur Hockey Association.

"He said the recent announcement of NHL expansion is the "final sellout" of Canadian hockey as a sport by the professionals.

"Jukes said the NHL is "our league." "It's our league, our trophy, our game. But they have finally admitted that none of these things mean anything to the owners, except as a means of hoodwinking the Canadian public; getting our support in developing players for them for nothing, and building up publicity and gates to their greater profit.

"The money-barons of the NHL and their equally avaricious new associates have relegated Canada to the role of a gigantic hockey slave farm. We are now to be the only Gold Coast of hockey.

-2-

"And they at the same time indicated their complete indifference to what happens to hockey as a sport in Canada.

"Our own "national" hockey league with our own players, our own Stanley Cup and our own Canadian President and headquarters in Montreal - yet we can find only two Canadian cities worthy of membership in the league."

"It is a sad state of affairs - and an ignoble reflection on society to-day when a fine sport like hockey can be so badly warped, twisted and distorted and by a very few people."

"It is even a more terrible indictment of us Canadians as a nation, if, now that we recognize the situation, we continue to be so indifferent and gutless as to let it continue."

"Juckes suggested the pros should 'take their entertainment business and money-grabbing objectives elsewhere.'"

Each National Hockey League team sponsors amateur teams in Canada and has its own "territories" in this country. Each team has its confidential "protected" list of Canadian youngsters.

Each year boys who turn eighteen all across Canada are subject to a "draft." The professional hockey team may "draft" a boy without his knowing anything about it. But he then belongs to that team for life, and if he wishes to play professional hockey, or even get in to certain amateur hockey leagues, he must do what the professional team who "owns him" instructs him to do.

Is it any wonder we are called the gold coast of hockey? Big Jim Norris is the John Hawkins of the trade. It may work well for a few players who become the big stars and it certainly works well for the promoters. But for most youngsters and for Canadian hockey, it is a tragedy.

Every year, twenty to forty boys leave British Columbia to play hockey for professionally sponsored amateur teams. They are boys mostly in grades ten and eleven.

I have in my hand a graduation thesis by a former University of British Columbia student, Mr. J.D. Day, who did a pilot study on the effects of such a move on the education of British Columbia boys. The results were alarming enough to justify much more serious investigation of this problem.

Less than 40% of the boys completed Grade XII. Almost 40% did not even enroll in school upon moving out of British Columbia. Of those who did enroll in school, their education was obviously impaired by the high percentage of time spent on road trips to play hockey. Little attention was paid to studies during these times.

The boys were paid money to play hockey. It was supposed to cover room, board and school tuition but that was for the hockey season only - not the school year. School teachers interviewed stated that players were frequently absent and that there was a general lack of interest in school work and assignments.

In the majority of cases, the boys were recruited from their home towns by scouts paid by professional teams. The scouts convinced the youngsters to try out for one of their hockey teams first and saw the parents later. In some cases, the parents were not consulted at all.

There were instances reported where players who completed high school while playing for one of these professionally sponsored amateur teams, and wished to accept athletic scholarships to continue their education at a

-3-

university, were threatened by the amateur teams. They were told that they would be reported for having accepted money to play hockey.

The objective was always to sign the player to a "C" card. Signing such a card obligates the player for life to a professional team, and he must go wherever that team assigns him. Obviously, many pressures are exerted on promising young boys who wish only to play good competitive hockey, to sign such a "C" card.

Mr. Speaker, if the information in this thesis is representative, and I believe from my conversations with hockey coaches and hockey officials that it is, then the system is indeed a slave trade for the advantage of a handful of greedy hockey promoters who are principally in the United States. A few players may reach stardom, but many more become hockey "dropouts" after becoming school "dropouts."

Amateur hockey teams have prostituted themselves to the professionals in order to survive financially. Yet the professional promoters are being indirectly subsidized by the taxpayer through the Canadian Broadcasting Corporation - a crown corporation. Healthy amateur sport does not result from this situation, education of youngsters is interfered with, and national teams of which Canada can be proud are not produced.

There must be a Royal Commission investigation of this situation. The objectives of the Royal Commission should be the following:

1. To break the grip which a few powerful and sinister promoters have over both professional and amateur hockey in this country.
2. To see that top professional hockey franchises are established in major Canadian cities, and to see that Canadian taxpayers' money funnelled through C.B.C. television contracts, brings top Canadian hockey, played by Canadians in Canadian cities to Canadian audiences.
3. To see that amateur hockey in Canada may flourish independently of the grasping tentacles of professionalism.
4. To see that a system exists which will permit Canada to develop international hockey teams of which it can be proud.
5. To examine all aspects of amateur sport in Canada.

I have had some association with sports in the past and have had the great honour of representing Canada at the Olympic games. Our international athletes are our most popular ambassadors. We should keep this in mind, as well as the preparation that athletics can give for later life, in deciding what the governments might play in developing Canadian sport.

There should also be proper amateur sport supported in this Province. The Government may need to lend a stronger helping hand than it has in the past to see that this is done. For example, the Department of Education might offer generous help to high schools to support athletic coaches. It would probably cost little more than it would to provide the community with probation officers. Athletics quite properly should be closely associated with education.

As a positive suggestion of what we might do for sport in Canada, I propose that British Columbia sponsor the first annual Canadian summer games as a Centennial project. I propose the project be underwritten by the Provincial Government. We could even make it the theme of our next year's prize-winning float in the Rose Bowl Parade in Los Angeles. We could get Federal assistance for this project as well.

There is to be a Canadian winter game in Quebec City in February, 1967, underwritten to the extent of \$367,000 by the Federal Government. We will be hearing details of this Canadian Winter Games in the future, but I am proposing something much more ambitious for British Columbia. I am proposing a Summer Games. It should be an annual affair and B.C. should be the province to start the ball rolling. The idea is to start team sports and individual

-4-

competition on a province vs. province basis. The athletes would represent only provinces or in the case of the Maritimes, a region. The provinces would be responsible for producing teams and individuals that would stand up to the best in Canada. It would provide Canada with an annual summer festival and if the winter games were to become an annual affair there would be both a winter and a summer festival for Canadians. It would be a time for Canadians to enjoy the company of their fellow citizens in friendly competition, a Canadian sports spectacular.

We would be in partnership with our sister provinces in this venture but we would be the ones to take the initiative. B.C. has a bad reputation for isolationism. I believe B.C. can become an important new leader in Confederation, helping to provide a common purpose in our national life. This is one tangible way in which we could contribute to providing a sense of national identity. The games would be an inspiration for all athletes and the only true national competition between the provinces. It would help to restore the true balance of the spirit, mind and body which is so fittingly symbolized by the YMCA emblem.

PACIFIC GREAT EASTERN RAILWAY

The P.G. E. is an essential government service. We all recognize its value. As a result, Opposition members accept the annual losses with little criticism. The books of the P.G. E. are kept in a peculiar fashion - but we do have a social credit government.

Honestly kept books would show the P.G.E. has lost money every year of its existence.

The budget notes that this year the P.G.E. lost \$1,744,969. The budget says on Page 15:

"The Pacific Great Eastern Railway, Canada's third largest railroad, has to contend with the Federally subsidized tariffs of the country's two larger railroads, a share of which subsidy comes from the taxpayers of British Columbia. In addition, it has to pay the same wages as are paid in British Columbia by the two National railways, although these companies receive Federal operational subsidy assistance and the Pacific Great Eastern Railway does not. The Provincial railway has been most unfairly dealt with by the National Government in this respect. The solution lies in the granting of the same construction, traffic, operational, and wage subsidies by the Government of Canada to the Pacific Great Eastern Railway as are received by the Canadian National and Canadian Pacific Railways to render the industry competitive in all areas."

Mr. Speaker, we agree with those statements, but the question is how to persuade the Federal Government to join with us in this venture.

I have a proposal. The C.N.R. is a government owned railroad. The C.N.R. has to be subsidized and therefore the C.P.R. must receive like treatment.

What would happen if the Federal Government, or its Crown Corporation, the C.N.R. were a shareholder in our money losing railroad, the P.G.E.? Would there not then be a situation where subsidies would be given without question?

Why does the Provincial Government put a subsidy of \$25,262,000 into the P.G.E. by buying up all of the 252,620 ~~unissued~~ shares?

Why do we not try to persuade Federal authorities to buy some of those shares and have representation on the Board of Directors? We would still have shareholder control of the railroad and we would be in an excellent position to get Federal subsidies as well.

BRIDGES AND PARKWAYS.

Last year the members of the Opposition pointed out the obvious fact that revenues would be approximately \$40 million greater than those predicted in the budget. A child who has passed Grade III arithmetic would be able to make similarly accurate predictions regarding this year's budget.

Revenues this year are under-estimated by about \$75 million.

Such transparent fiscal flummery will make British Columbians of the future shake their heads in dismay at how we ran our affairs. For the present it provides the Members with a great guessing game. What will be done each year with the money which is kept under the table?

Last year we speculated incorrectly on what the Government would chose to do with its huge hoard of under-the-table cash. This budget set us straight. \$37 million of it was stuffed into the Ferry Authority and \$25 million more into the P.G.E.

It was more important to do this than to start on a new crossing to the North Shore. It was more important to do this than to start on the East-West freeway and the other components of the \$340 million lower mainland parkways system. It was more important to do this than to make some effort to break the impossible traffic jams which build up relentlessly each passing day in the City of Vancouver.

Will these projects be started this year with some of the \$75 million under-the-table cash or will more mattresses be found to stuff the tax payers' money into before some of the lower mainland problems will be tackled.

The gerrymandering of Provincial ridings revealed yesterday, coupled with the obvious fact that there will be a Provincial election this year, suggest many more may be found.

I hope the people of the lower mainland will wake up and not let themselves be sold into political slavery at the next election.

S-2-5

x T-1-6

February 18, 1966.

MEMORANDUM TO THE PRIME MINISTER:

National Hockey League Vancouver Franchise

The Combines Act applies only to matters relating to the purchase or sale of articles or commodities. The Combines Act does not cover services (with minor exceptions) and professional hockey is quite clearly a service. The extension of the Combines Act to cover certain services such as banking has been under consideration for a number of years and Americans have always included services in their anti-trust legislation.

The refusal of a franchise for Vancouver has disturbed a large number of Canadians. Although professional hockey is a business it is also an important feature of our national identity. Hockey is a common bond for Canadians, and a franchise for Vancouver would help to bridge the obstacle of the Rocky Mountains in the minds of many people. It appears that the Vancouver application was not well organized and presented, but it also appears that the profit obtainable from U.S. television coverage was the overriding consideration when Vancouver's application was refused. In any event, Vancouver was treated as a second class city, and its residents are becoming increasingly upset.

If you consider that the NHL's decision should be reversed, and there should be a franchise for Vancouver, you might like to invite the Canadian governors of the NHL to come to Ottawa to discuss the matter with you. You could point out that although the NHL is a commercial organization it is also considered by Canadians to be part of their way of life, and the NHL now appears to most people to be entirely in the hands of Americans.

You could suggest to the Canadian governors that in their discussions with their American colleagues they might emphasize that most professional hockey players are Canadian, and that the Canadian government has been under considerable pressure in recent years to make professional hockey player contracts, especially where players are traded interprovincially and internationally, conform to the principles underlying the Canadian Bill of Rights. A very young amateur hockey player in Canada, often only 13 or 14 years of age,

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is required to sign an agreement which binds him to one of the NHL organizations for the rest of his life. If he moves to another community he must play for the team sponsored by his NHL affiliation or arrange to be traded, all of this while still very young and an amateur. This system has very objectionable features and results in most of the profits of professional hockey going to the owners rather than to the players. If a senior player wants to leave one team he can not work for another, no matter how badly they want him unless his NHL team trades him.

You might conclude by saying that the NHL monopoly has been accepted by the people of Canada, despite its more objectionable features, because it was assumed that the Canadians on the Board of Governors would ensure that the interests of Canadians as a whole were represented. It is clearly in Canada's national interest to have an NHL team in Vancouver, and if the NHL is no longer willing to consider the Canadian national interest, the government may no longer be in a position to accept the restrictive features of the NHL system.

Clearly, in your discussion with the Canadian Governors it would be a mistake to put forward this position as an implied threat. Rather it would be more indicative of the kind of pressures which the government would find it difficult to resist in Parliament and elsewhere unless Canada was getting generally a square deal in the National Hockey League. Another factor which would have to be taken into account would be the willingness of Senator Nelson and Mr. Smyth to work to have a more acceptable solution involving eventually a Vancouver franchise. If they are well disposed, then the suggestions set out above would give them some leverage in their own discussions with the rest of the National Hockey League.

ORIGINAL SIGNED

BY

R. G. ROBERTSON
R.G.R.

ILB/ID

Copy on F.2.2(6)

S-2-5

NATIONAL HOCKEY LEAGUE
FRANCHISE

He

February 18, 1966.

MEMORANDUM TO MR. STONER:

I called David Henry this morning to find out what he had learned about the American anti-trust legislation. An amendment was passed in 1961 which removed the broadcasting and telecasting of baseball, basketball, football and hockey from the anti-trust administration. There are a number of cases before the Courts in the United States attempting to establish whether or not professional football and baseball are businesses and thus subject to the anti-trust legislation. The matter is now split; professional baseball has been held not to be a business while professional football has been held to be a business enterprise. It may take a few years before this jurisprudence is settled.


M.E. Butler

2-2-5

PCO 7-22

February 17, 1966

MEMORANDUM FOR MR. BUTLER

National Hockey League - New Franchises

1. The Prime Minister is quite concerned at the recent decision of the National Hockey League which excluded Vancouver. He has asked whether there is any enquiry that might be launched under the Combines Legislation. I suspect that he may be aware that there has been some pressure in the U.S. to have professional sports looked at from the point of view of trust busting. In the U.S. there is, in fact, legislation which exempts certain professional sports from the anti-trust laws.

2. One difficulty that occurs to me with respect to our own Combines Legislation is that the N.H.L. is an international league. However, I would be grateful if you could raise this with some of your contacts in the Combines Branch as soon as possible with a view to preparing a note for the Prime Minister.

O.G.S.

Privy Council Office,
O t t a w a.

S-2-5

x T-1-6

February 17, 1966

MEMORANDUM FOR MR. ROBERTSON

National Hockey League - Vancouver Franchise

1. I thought you might want to tell the Prime Minister when you see him in the morning that there is no way that the Canadian Government could take action in this matter under the Combines Legislation as it now exists. The Combines Legislation, as now drafted does not apply to services but only to commodities. Presumably if the legislation is amended it might well include services and particularly relate to operations in the field of professional sports.
2. We will be preparing, for the Prime Minister, a rather fuller note on this whole matter, particularly with respect to certain steps which are underway in the U.S. In the meantime, I thought you might wish to disabuse him of any notion that we could act under the Combines Legislation as it now stands.

O.G.S.

Privy Council Office,
O t t a w a.

x. Also attach a copy of a memo from
Bill Henry to Guy Fawcett re this matter

TS

Told P.M.
Also possible course
in Bill 9 Rights
WMM
18/II/66

U.S. Senator charges NHL thwarted law

WASHINGTON (AP) — Senator Daniel B. Brewster (Dem. Md.) urged an investigation into the National Hockey League's expansion action last week in which six cities were given the go-ahead for league franchises.

In a letter to Senator Philip A. Hart (Dem. Mich), chairman of a Senate subcommittee charged with looking into anti-trust actions, Brewster wrote:

"Congress recently passed legislation exempting certain professional sports from the provisions of anti-trust laws because we recognized the desirability of maintaining the league concept.

"However, while granting certain sports, including hockey, this special privilege, we expected the leagues to accept certain responsibilities.

"When a league seeks to expand, it is expected to treat all applicants on a fair and equal basis. Each application should be considered on its individual merits rather than on the economic benefits that might accrue to the owner of an existing league team or a particular stadium owner.

"I believe that the NHL in its recent decision has thwarted the intention of Congress. Further, it has demonstrated its lack of responsibility to the sporting public.

"I believe that an immediate investigation of the NHL's recent action should be undertaken in order to determine whether further legislation is necessary."

Baltimore was chosen seventh among applicants who sought NHL franchises, but only six franchises were available.

Franchises were awarded to Minneapolis-St. Paul, St. Louis, Los Angeles, San Francisco-Oakland, Pittsburgh and Philadelphia.

Globe & Mail

Feb 17/66.

M. M. B.

SPORTS

Hockey

Two questions have been raised about hockey.

(a) In November 1964, Mr. Orlikow asked a question about cases in Winnipeg involving young children wishing to play hockey who are forced to sign contracts which tie up their entire hockey careers for life and asking whether the Minister is considering taking action to break up this type of monopoly and combine affecting the lives of young people.

As Minister of Justice you replied stating that this appears to involve a situation not covered by the Combines Act but you were referring the matter to the Director.

After Mr. Quinlan had had a full discussion with Mr. Clarence Campbell, the President of the National Hockey League, in the course of which the facts were ascertained, I concluded that this matter involves services of a kind not covered by the Combines Act and there is therefore no action that can be taken under the Act in respect of this situation.

This does raise the question, however, whether pure services should be considered for inclusion in the Act in any future revision.

See also my memorandum of February 11, 1965, copy attached. Mr. Cardin also has a copy of this memorandum.

(b) On February 10, 1966, a discussion developed in the House (Hansard page 994) over the failure to include Vancouver in the revised organization of the National Hockey League. Mr. Gregoire also referred to the fact that the City of Quebec was also refused a franchise in the National Hockey League.

The Combines Act was mentioned by Mr. Prittie who referred to the fact that investigations have taken place in the United States concerning organized baseball and monopolistic practices and wondered whether the Minister of Justice could ascertain whether the Vancouver situation could be investigated under the Combines Act.

The Speaker suggested this question be placed on the order paper and this has not been done.

The short answer is, of course, that the playing of hockey, both as a profession and as a form of entertainment, is a service which is not within the scope of the Combines Investigation Act. The situation is different in the United States where services are subject to the anti-trust laws. This also raises the question whether such services ought to be brought within the

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scope of the Act in any future revision and it would be appropriate to say that consideration would be given to doing so when that occasion arises.

On February 15, 1966 (Hansard page 1230), Mr. Hees asked the Prime Minister if the Government has looked into the anti-trust aspect of the exclusion of Vancouver from a National Hockey League franchise and made representations that it should be pointed out to the directors of the National Hockey League that the League was started as a Canadian league and that Canadians object strongly to it being turned into an organization which discriminates against first-class Canadian teams for the benefit of owners in the United States. The question was not answered as the Speaker called for order.

Mr. Cardin is aware of this situation in case he is called upon to give a legal opinion.

Canadian Football League Telecasts 1965

Mr. M.E. Workman, the President and General Manager of Montreal Alouettes, raised with Mr. Cardin, during the summer of 1965, the question of a broadcasting agreement between the CBC and CTV Network Limited, setting out co-operative arrangements for the carrying of Canadian Football League telecasts. After I had studied the matter I wrote to Mr. Workman, on November 16, 1965, indicating that, in my view, the telecast of football games is a function that relates almost entirely to services that are not within the purview of the Combines Act. I invited Mr. Workman to discuss the matter further but he has not done so. A copy of my letter is attached.

* ^{††} There may be a recent amendment exempting hockey + other sports from the U.S. Anti-trust laws. See clipping attached. Our CCH services in respect of this apply only to telecasting. (1961 amendment).

[Signature]

17-2-66.

Krypton Extra Strong