

Finally, we noted that by and large persons outside the hockey fraternity (consumers, parents, citizens, and volunteers) were far more able to understand and perceive the strength of our evidence than were the promoters and association officials.

III. RECENT FEDERAL GOVERNMENT ACTIONS

Since the publication of our report, legislation has been introduced in the Government of Canada to bring amateur and professional sports under the Combines Investigation Act and to amend that Act to prohibit monopolies, mergers, unreasonably restraining contracts, protected player agreements -- and/or any other conspiracy which would restrain unreasonably the freedom of the individual.

Specifically, the proposed amendment reads:

"32.3 (1) Every one who conspires, combines, agrees or arranges with another person

(a) to limit unreasonably the opportunities for any other person to participate, as a player or competitor, in professional or amateur sport or to impose unreasonable terms or conditions on those persons who so participate, or

(b) to limit unreasonably the opportunity for any other person to negotiate with and, if agreement is reached, to play for the team or club of his choice in a professional or amateur league

is guilty of an indictable offence and is liable on conviction to imprisonment for two years."

This proposed legislation is very much in the spirit of our report and of our original recommendations. If and when it is adopted, it will go a long way toward correcting some of the situations which we have described and deplored in our report.

But we doubt if it will correct them all!

IV. CONCLUSIONS

We have concluded that, notwithstanding certain thoughtful criticisms of the methods of the inquiry, our evidence has not been refuted and our conclusions have not been shaken.

We have further concluded, however, that, because our recommendations were phrased in very brief and terse legal expressions they were often misunderstood or inappropriately applied. Hence, we have concluded that the recommendations do require some rewording and some explanatory notes.

Finally, as we have further examined, in the public forums and elsewhere, the pros and cons of a Hockey Commission as opposed to a Hockey Ombudsman (Recommendation #1) we have concluded that the Commission is the more viable alternative.

The Recommendations which follow are to replace those outlined on page 5 and repeated on page 41 of the original report.

We recommend that the Government of the Province of Alberta enact legislation which would provide:

1. *That an amateur hockey commission be established with duties and powers which, inter alia, would include:*
 - (a) *the continuing evaluation of conditions in amateur hockey in the Province of Alberta;*
 - (b) *the initiation and enforcement of legislation, as required;*
 - (c) *the power to demand from every amateur hockey association, league or team any information that is deemed necessary to carry out the objects of the legislation;*
 - (d) *the adjudication of disputes and alleged injustices by and between amateur hockey associations, teams and players.*

(The Commission we propose would function in a manner similar to the one which operates under the Alberta Individual's Rights Protection Act. The occasional dispute that develops between youthful players or their parents and officials of purely amateur leagues over matters of transfer and the like could be readily dealt with by this kind of external review tribunal.)

2. *That contracts between infants below the age of 15 and amateur hockey teams or associations be declared invalid.*

(This clause is not intended to prohibit registrations through the use of Player Cards and/or the use of such Player Card registrations to regulate place of play in minor leagues. It is intended to protect the infant against the premature signing of a binding contract.)

3. *That any contract, express or implied, between a player and an amateur hockey team or association, restricting, in any way, the freedom of the player to play or negotiate with a team and/or association of his choice, be declared invalid.*

(This clause applies to contracts -- not Player Cards. It is intended to protect the right of the individual to market his skills without contractual restraints. This clause would serve to prohibit contractual arrangements which make the individual the "hostage" in inter-league or inter-association negotiations for so-called development costs. Hence, we delete our former Recommendation #6.)

4. *That any contract, express or implied, between or among amateur hockey teams and/or associations, restricting in any way the freedom of a player to play with a team or association of his choice be declared invalid.*

(The intent of this clause is to invalidate the "Protected Player Agreement" -- which assigns prospective players to teams without the players' knowledge or consent.)

5. *That no sale or trade of a player participating in any amateur sport be considered valid without the written consent of the player.*

It should be noted that in all of the above recommendations, our reference is to amateur hockey, not amateur sports.

During the course of the reaction period, one point was rather forcefully brought to our attention -- namely, that the situation in other amateur sports is not completely similar to that in amateur hockey. Indeed we have been persuaded that there are some very subtle but significant differences which make hockey a special case.