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contract; should one of them be missing, the provision will become null and void because of the imperativeness of this rule. Finally, in their agreement, the parties should insert, word for word, the provisions of section 15, since they are not likely to express the same thought with different words.

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In section 15, the Legislator refers to the usual case, i.e., that within the delay provided for, one party informs the other of its intention not to be bound by the agreement, and, that if it fails to give such notice, it continues to be bound by such agreement.

Oftentimes one of the parties wishes to continue being a party to an agreement but also wishes to amend various clauses thereof; in such a case, it presents a request of amendment. Such a petition is not a notice of non-renewal; indeed it is just the opposite.

The Legislator wishes to have the rule of section 15 inserted in every agreement, he decrees that the agreement shall be renewed for a new term if it is not denounced. And as the party who is requesting the amendment of the agreement is not denouncing it, one must conclude that despite the petition for amendment the agreement is renewed as such.

To uphold that the request of amendment is no obstacle whatever to the renewal of the agreement in its original form is somewhat rigorous. « Dura lex, sed lex ». Consequently, according to the Labour Relations Act, the employer is not compelled to consider the request of amendment nor need he trouble about it in any way at all.

In the new wording of laws dealing with industrial relations, this anomaly was taken into account; for instance, section 13 of Federal Bill No. 388 stipulates that the revision of the agreement may be asked for by one of the parties within the delay of denunciation.

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Therefore the Legislator has established the provision concerning the duration and extension of the agreement as a principle of public law by which the parties must abide; he gave this provision such a specific character in order to fix the period during which a new association can be substituted to the one that is already recognized. It is only with reference to the existence of the agreement that the Legislator determined that period, although such agreement is not obligatory and though the conditions of work might result from an arbitration award or a plant regulation, since the text of the Act does not compel the employer to enter an agreement but merely to negotiate.

The Act could determine in some other manner the period during which the substitution of a new association to the one already recognized could be accomplished; it could allow the substitution to be made between the 300th and the 340th day from the date of the coming into force of the agreement and, for each subsequent year, during the period elapsing between the anniversaries of these dates, this rule applying both to awards and plant regulations agreed to by a recognized association.

Such a legislative amendment would render section 15 utterly useless; the parties would then be free to determine of their own accord the duration and the mode of extension of their collective labour agreement, and the latter would not become void merely because of the omission of a word in a clause having imperative wording.

Neither do law writers nor ordinary men like drastic clauses; indeed, they are happy to propose their suppression whenever, without them, the specific character of a juridical institution can be maintained.

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