

APPENDIX No. 4

An opinion has been given by the law officers of the United States government which follows exactly similar lines. I should like to read a few sentences of the opinion in regard to it rendered in 1904 by the solicitor of the Department of Commerce and Labour. It is as follows:—

“A careful study of this Bill and of the statements and arguments made upon the several hearings before the committee to which it was referred, show that it affects only those contracts which contemplate labour to be performed after the execution of the contract, and in fulfilment of it. Labour performed upon, or in connection with, the subject matter of the contract, prior to the execution of the contract, is not affected by the provisions of the Bill; hence contracts made by the government for the purchase of articles in existence do not come within the scope of the Bill. But all contracts which contemplate the performance of labour after their execution, except in so far as the Bill expressly excludes them, are affected by the provisions of the Bill, whether the labour be expressly required by the terms of the contract or be necessarily involved.”

I think it might be fairly interpreted that the Bill before us would not apply to the purchase of material already in existence.

Mr. MACDONELL.—Matters in esse would be excepted.

By Mr. Stanfield:

Q. Supposing the government called for contracts for tents. All large manufacturers contract ahead for cotton goods, sometimes at a certain price, and sometimes it is the market price of the cotton at the time they take delivery of them. A man gets his contracts. The mill would have to supply the goods on an eight-hour basis?—A. If the contract with the mill was made after he obtained the contract from the government.

Q. Suppose it was six months before?—A. It would take more of a lawyer than myself to decide.

By the Chairman:

Q. If we understand you rightly, your view is that if the government was ordering a thousand tents, and placed the order with a firm which had tents in stock, this law would not apply?—A. No, it would not apply.

Q. But if the order were placed with a manufacturing concern, and they had to manufacture the tents, it would apply?—A. Yes.

Q. But Mr. Stanfield brought up another point. Suppose the contractor for the tents had a standing contract with a cotton-mill, then the question whether the eight-hour day would be obligatory on the sub-contractor providing the cotton, would be more difficult to determine.

Q. I suppose it would apply to goods they had not in stock at the time the order was given?—A. Yes. To take another example. If a contract were let for the construction of a fishery cruiser like the *Vigilant*, or an ice breaker like the *Montcalm*, whether let in Canada or in Great Britain, an eight-hour day would be obligatory, not only for the caulkers, drillers, fitters, riveters, &c., employed in the shipyard, but for the machinists employed in the manufacture of the engines or dynamos or motors required, if these were specially contracted for, and also for the machinists employed in manufacturing any parts or materials used by the contractor in those engines, not made in his shop, and contracted for outside. You can go on as far as you please, and follow the ramifications. On the other hand, I should think it would not apply to paint or rivets, or standard castings, anything that could be purchased from time to time from stock, without even any contract for future delivery. I think that is a reasonable interpretation of the Bill; whether the interpretation commends itself to the committee, I do not know. I suggest it for their consideration.