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upon government or private work. On the other hand, I do not see that the Bill has quite the sweeping force that Mr. Macdonell gives to it. I mean that I think exception would be made, even under this Bill, of materials purchased without any specific contract being entered into.

Mr. SMITH.—If a contractor went out and purchased goods in the open market I do not see how you could attack it.

Prof. SKELTON.—That is an important point upon which I would like to present evidence later.

Mr. VERVILLE.—Put that provision into the hands of the lawyers and you will find out what they think of it.

Prof. SKELTON.—It is a broad question.

The CHAIRMAN.—Perhaps we might defer discussion as to the special application of this Bill until a later meeting. Prof. Skelton was giving us a résumé of the legislation on the subject of the eight-hour day. Perhaps he might now continue his remarks.

FURTHER LEGISLATION AIMED AT IN UNITED STATES.

Prof. SKELTON.—Since the Act of 1892 was passed the advocates of the eight-hour day have directed their efforts to secure two objects, in the first place the strict enforcement of the Act as it stood, and in the next place its extension to include practically all contracts made by the United States. In the first place there seems to be no doubt that in many sections of the country the law was for years rendered a dead letter by the flexible interpretation of the emergency clause. You may remember exception was made in cases of extraordinary emergency, according to the Act of 1892, which is still the main law in force. At various times the difficulty of obtaining a second shift of men or the probability of pecuniary loss have been constituted emergencies.

Mr. SMITH.—Is that in the law yet?

Prof. SKELTON.—No, that was not in the law, that was an interpretation. There is no doubt that the term 'emergency' was used in a very flexible and I should think not altogether justifiable sense. It was used as a loophole to render the law inoperative. By various trade unions, demands were made for legislation to remedy this defect, but the remedy has been provided not by the passage of fresh legislation, but by a more rigid interpretation by the courts, particularly by the higher federal courts. For example, the Supreme court in the decision which is now followed by all the federal courts, I believe, declares that, the term 'extraordinary emergency' means a grave, uncommon, exceptional happening which presents a sudden and unexpected occasion for action. I believe that at present the law is pretty strictly enforced. Difficulties in obtaining labour, mere climatic disturbances or delay in obtaining material are held by the courts not to constitute emergencies and do not release the contractor from the penalties of this Act.

Further than that, at nearly every session of Congress since 1897, proposals have been made for the radical extension of the 1892 Act to cover all contracts. Bills embodying these proposals have twice, at least, passed the House of Representatives and have been thrown out by the Senate or not referred to the Senate by the Committee on Education and Labour to which they had been committed. I might read as briefly as I can the essential parts of the two most important types of these eight or ten measures that have been submitted to Congress. Shall I do that?

The CHAIRMAN.—Yes. Is this Bill you are giving us now likely to take up much time, is it beginning a new phase of the subject?

Prof. SKELTON.—All that I thought I would do to-day was to just read these two Bills so as to indicate to the committee the tenor of the further legislation sought. I am not prepared to go any further at the present time because that would involve a

PROF. SKELTON.