

APPENDIX No. 4

The situation is not changed because the defendant Wille contracted that he would forfeit payments if he violated the law. The material which he purchased did not come within the law as we view it, because the persons employed in the manufacture of the doors, windows and woodwork ultimately used in the building were not employed 'on, about or upon such public work' within the meaning of the statute, and hence it was unimportant whether they were employed more than eight hours a day or were not paid the prevailing rate of wages.

Our conclusion is that the defendant Wille did not forfeit his contract and that he is entitled to the payment due under it.

Judgment is directed for defendant Wille, with costs."

So far as I have been able to gather those are the main points which have been brought out, to define the scope and applicability of the New York law as it now stands.

By Mr. Stanfield:

Q. You made some statements in regard to uniforms, have you any data as to that?—A. I asked the Commissioner of Labour of New York to say whether he thought that law would apply to the production of ships or uniforms. He said he thought it would.

Q. How do they get round it?—A. They would have to be made in an eight-hour factory.

As a matter of fact, however, the opinion of the New York Commissioner was purely a hypothetical one: The law is not actually interpreted to cover contracts for uniforms, though I see nothing in the law itself, unless it be in the later phrase 'all such public works,' to exclude such contracts, and apparently the Commissioner is of the same mind. I am informed, however, by the general secretary of the United Garment Workers, Mr. B. A. Larger, that the New York eight-hour law does not apply to the contracts for uniforms for militia, nor does it apply to city contracts for police, firemen or street cleaners' uniforms. The law does not apply to any work under the jurisdiction of the New York Workers of America. None of the work that I am aware of is done on the eight-hour basis; it is all nine and ten hours.' This simply confirms my previous statement that, however broad the nominal terms of the Act, in practice, it covers only public works and printing contracts.

By Mr. Knowles:

Q. Is New York one of the states in which the law is pretty well enforced?—

A. Yes. New York state enforces its law very strictly. There were a great many violations of the Act in 1906 and 1907, but the department seemed to be quite vigorous in the execution of the law, and now there are fewer complaints of violations. I might say that the whole work on the Barge canal is done on an eight-hour day basis, and at the last session of the legislature an amendment was passed making it clear that all work—this is a point that will have to be considered in connection with Canada—done by a commission of the state or municipality would have to be on the eight-hour basis. For example, there is the huge New York State aqueduct. It is carried on by a commission, will cost \$160,000,000, and under the terms of that rider is being constructed on an eight-hour basis.

By Mr. Macdonell:

Q. To the work done by a municipality this Bill would not apply?—A. Do you mean the Canadian Bill?

Q. This Bill does not apply to municipal work?—A. No, but supposing such a measure were passed in Canada, would it apply to contracts made by the Transcontinental Railway Commission.

Q. It would?—A. That point was not very clear according to the construction of the New York Act, so they passed an amendment making it very clear that it should apply to commissions.