

9-10 EDWARD VII., A. 1910

railroad and steamship companies for carrying mail. This was a point which came up in the discussion on the first Bills brought up in the Federal Congress in the United States. It was agreed by both parties that the law as first drafted would apply in this respect.

By the Chairman:

Q. And that drafting was similar to this Bill?—A. Yes. Again it would extend, I think, to contracts for the construction and repair of ships. This is the point over which much of the controversy has turned in the proposed Federal legislation in the United States. Again, it would apply to contracts, I think, for the provision of material and supplies. For instance, uniforms for the militia or permanent force, locomotive equipment for the I.C.R., ordnance, rifles, ammunition, mail bags, paper for government printing offices, and other lines not necessary to specify. The third section provides that the Bill shall apply to work undertaken by the government of Canada by day labour. I do not feel able to interpret that section very definitely. It certainly would apply to any public works carried on by the government, but whether or not it would extend to mechanics paid by the day in government railway round-houses, or anything of that sort, I do not feel quite certain.

By Mr. Smith:

Q. Does it affect the Transcontinental Railway construction between Winnipeg and the Atlantic?—A. I should think so.

EMPLOYERS INVOLVED ON EIGHT-HOUR BASIS.

The second question is as to what employers within these various fields would be involved. The test of the applicability of the Bill before us would be the presence or absence of a contract. Wherever a contract was entered into, whether between the government and the primary contractor, or between that contractor and a sub-contractor, or even between that sub-contractor and further sub-contractors, if you want to go that far, I should think the work would have to be done on an eight-hour basis. But the Bill would not apply to work done on materials and supplies purchased in open market without a contract being made.

By the Chairman:

Q. When you say the work would have to be done on an eight-hour basis, is that the work which the contractor has contracted for, or all work done by that contractor?—A. I think all work done by that contractor. I do not think the law would apply to work done on materials and supplies purchased in the open market.

By Mr. Macdonell:

Q. Why are you of that opinion, unless there is an exception to that effect?—A. I mean where no contract is expressly made.

Q. But you are assuming there is a contract expressly made?—A. No, I say if you go out and purchase supplies without going through the formality of making contracts, purchasing them for the work as needed—

Q. In law that would be a formal contract?—A. I understand your argument, but consider the contracts referred to in the Act are contracts for work yet to be done.

OPINION OF LAW OFFICERS IN 1904.

Q. It would seem to me that the law would cover the case you mention unless there was an exception?—A. It is a rather difficult question, but I think one might contend that the interpretation of the law would be that its provisions would apply only to work done under and in consequence of the letting of a primary contract.

PROF. SKELTON.