

APPENDIX No. 4

discussion of the American Bills. That is not in this Bill. The exception in the American law is, I think, to goods bought in the open market.

Prof. SKELTON.—Yes, in some Bills.

Mr. MACDONELL.—Then there are transportation companies, emergency, and several other exceptions.

Mr. VERVILLE.—Then your idea is that the Bill would apply to everything.

Prof. SKELTON.—To everything on which it was necessary to enter into a contract.

Mr. VERVILLE.—Exactly. Of course the construction of a building in this case would be a contract entered into between the government and one particular man. It would be the same way with the rest.

Prof. SKELTON.—Then the contractor would find it necessary to contract for his structural material. It would be quite possible that the person who furnished that structural material would find it necessary to contract for it.

The CHAIRMAN.—For parts of it.

Prof. SKELTON.—Some special material, or supplies, or work.

Mr. VERVILLE.—Then according to your idea not even a nail could be put into that building except it had been manufactured under the eight-hour law?

Mr. SKELTON.—I would not say that. If that nail were purchased in the open market I do not think the Bill would apply, but if some contractor, or some one of the whole series of contractors, specifically made contracts for the manufacture of such nails—nails answering to certain specifications—it would apply in that case.

Mr. VERVILLE.—The purchase of nails in a contract I make with the hardware man, a contract I make with him to send me twenty kegs of nails. That is a contract.

Mr. SMITH.—It is not a contract.

Mr. VERVILLE.—It is a contract to furnish me with nails or anything else at so much.

Prof. SKELTON.—But, Mr. Verville, the Bill does not say that the measure shall apply to all material used?

The CHAIRMAN.—There is a difference between purchase and contract.

Mr. VERVILLE.—I know there are a good many—and that is why I want to get this into the evidence—who believe that everything that goes into a building or contract of any kind must be manufactured on that basis.

Mr. SMITH.—Supposing a contractor were putting up a building and wanted ten kegs of nails. He went down to a Sparks street store and purchased them in the open market, that would not be a contract?

Prof. SKELTON.—I certainly think not, in the sense in which contract is here used.

Mr. SMITH.—Supposing that contractor advertised that he wanted twelve kegs of nails and they were supplied to him, that would be a contract?

Mr. VERVILLE.—The fact is that in the building line that is always done with a good many contractors.

Mr. MACDONELL.—I would agree with Mr. Verville. I think that Bill would cover everything that goes into the construction of the building. The man who weighs out those nails would have to be, I think, an eight-hour man.

The CHAIRMAN.—And the man who made those scales.

Mr. VERVILLE.—It is a misinterpretation of the law there.

Mr. MARSHALL.—Take the case of a man who enters into a contract with the government to supply canned goods. How are you going to specify the time in which that man shall put up those goods. Yet that would have to be done under the Bill.

Prof. SKELTON.—On the face of the Bill the measure would seem to apply not merely to the employees of the contractor or sub-contractor engaged on the actual work intended to be given to the government, but to all their labourers, workmen or mechanics. I should imagine, although no lawyer, the language employed in the Bill would involve all the labourers and mechanics in their employment whether working