he would pay the rate of wages prevailing in the locality, and that the contract should be void unless he should fully comply with such provisions of the Labour Law. In the course of construction, doors, windows and other manufactured woodwork required for the building and used in it were manufactured for the special purpose at the request of Wille by a manufacturer within the State of New York who employed workmen and mechanics more than eight hours a day, and paid them less than the prevailing rate of wages in the city of New York. By the terms of the contract, $1,000 is now due, and the plaintiff, as a citizen of the state pursuant to the right given him by section 4 of the Labour Law, (as amd. by laws of 1899, chap. 567), challenges the right of the city and its fiscal officer to make such payment on the ground that Wille by purchasing doors, windows and woodwork for the building from a manufacturer who employed his men more than eight hours a day and paid them less than the prevailing rate of wages, forfeited his contract and the right to any payment thereunder. The city, through its officers, refuses to declare the contract void and submits to the court whether or not it is its duty so to do.

Whether section 3 of the Labour Law (laws of 1897, chap. 415, as amd. by laws of 1899, chap. 567; laws of 1900, chap. 298, and laws of 1906, chap. 506), providing that every contract with the state or a municipal corporation involving the employment of labourers, workmen or mechanics, shall contain a stipulation that no such labourer, workman or mechanic in the employ of the contractor, sub-contractor or other person doing, contracting to do, the whole or a part of the work, embraced in the contract, shall be permitted or required to work more than eight hours a day, or be paid less than the prevailing rate of wages of the locality in which the work is to be done, and shall be void unless such stipulation is observed, be deemed constitutional or unconstitutional, the stipulated facts do not bring the contractor Wille within its provisions.

The manufacturer who worked his men more than eight hours and who did not pay the prevailing rate of wages was not a 'sub-contractor or other person doing, or contracting to do, the whole or a part of the work,' within the meaning of the statute. It was necessary that the windows and doors be made to measure, and, therefore, it was necessary that an order for their manufacture be given. The transaction amounted, however, to a mere purchase of material necessary for the building.

The construction of the statute contended for by plaintiff would follow the iron beams necessary for a building to the mines, the wood work to the logging camp and the stone to the quarry, and would put a contractor to the hazard of forfeiture of his contract and all payments due him in the purchase of any material for the construction of any municipal building.

Assuming that the present law is free from the vices of the former law pointed out in People ex rel., Cossy v. Grout (179 N.Y. 417), and People v. Orange County Road Const. Co. (175 id. 84) and kindred cases, it cannot be held that the legislature intended to include labour employed in the production of raw material necessary for municipal buildings and works. Presumptively, the legislature enacts labour laws to benefit and aid labour. If the law be held to embrace purchased manufactured material and to work a forfeiture of the contract and all payments earned if in its manufacture and preparation for use the eight-hour law is not observed and the prevailing rate of wages of the locality is not paid, its presumed beneficent object will be defeated, for no municipal work will be done because no contractor will be foolhardy enough to enter into any contract liable to be annulled in such a manner. Labour laws like any other law which the legislature sees fit to enact, should be upheld by the courts where no constitutional violation exists, but no absurd interpretation which defeats their object should be permitted.

PROF. SKELTON.