

APPENDIX No. 4

Mr. MURRAY.—I shall not ask any more questions to-day. My question had reference to a point that just occurred to me.

Mr. STANFIELD.—It was a very important point.

The CHAIRMAN.—The committee will be very glad to have questions asked that will bring out light.

Mr. MACDONELL.—We had better leave to the judgment of the Chairman the matter of questions asked by any person present.

The CHAIRMAN.—I think if any gentleman comes here from a distance and feels that he would like to ask a question we should be glad to hear him, but if there are several persons and their questions might interrupt an examination, it might be well to fix a special time for them.

Mr. STAPLES.—We had better leave it to the discretion of the chair.

EXTENT OF APPLICATION OF NEW YORK LAW.

PROFESSOR SKELTON.—To continue the discussion as to the scope of the New York law. In actual practice, so far as I have ascertained, the New York Act has not been invoked to cover either of these contingencies. The law applies, according to the State Commissioner of Labour, 'to all public work paid for out of public funds; it does not apply to supplies purchased in the open market.' In response to a further inquiry the commissioner replies that it is held 'that the law applies to all direct contracts for such specified articles as ships or uniforms, but would not apply to the manufacture of certain parts used by the contractor which are not produced in his own shop or factory. For instance, in the building of a steam vessel, marine engines of a standard type made by some builder of such engines, would not in their construction be subject to the law except in the matter of erection or installation in the vessel to be supplied therewith.' This important point may be further illustrated by a decision of the Court of Appeals in 1908, to the effect that the law was not applicable to materials purchased by the contractor. That is, the New York law as it stands is interpreted to exclude materials purchased by the contractor.

By Mr. Verville:

Q. What do they classify as materials purchased by the contractor?—A. Well, the instance in this decision is the last point I will bring up in this connection to-day, and I might read that decision in some detail.

COURTS' DECISION AS TO APPLICATION OF LAW.

Q. Does it mean goods purchased in the open market?—A. It covers more than goods purchased in the open market. It covers all sashes and doors made according to specifications. One would imagine it would come within the scope of the Act. But the courts apparently decided to narrow the application. The Court of Appeals on December 15, 1908, rendered the following judgment in the case of *Bohnen v. Metz*:—

"The parties submit their controversy under section 1279 of the Code of Civil Procedure, and by their stipulated facts show that the plaintiff is a citizen of this State and the defendant city a municipal corporation, and the defendant Metz its officer charged with the duty of authorizing the payment of any moneys due or to become due on a contract with such municipality; that a contract was made between the city and the defendant Wille for the erection of a municipal building for the sum of \$30,000, in which building there were to be doors, windows and other manufactured woodwork. By the contract Wille agreed that he would comply with the provisions of chapter 415 of the laws of 1897, as amended, known as the Labour Law, and he would not permit or require any labourer, workman or mechanic in the employ of himself, or sub-contractor, or other person doing or contracting to do the whole or part of the work embraced in his contract to work more than eight hours in any day, except in cases of emergency, and that