District of Columbia. In this case the scope of employment is narrower. The public works to which it applies are, I believe, without exception, six works, characterized by three essential attributes.

1. 'That all relate to the improvement, construction or preservation of realty, easements or fixtures appurtenant to them.'

2. 'That the title to or ownership of the property described is vested in the government, and does not merely pass to it upon the completion of the contract, or fulfilment of certain specifications.'

3. 'That all are of a fixed and permanent nature.'

For example the court has held that the law does not apply when a contractor is building barges at his own risk and cost, even though under government inspection and under agreement for sale to the government, in case certain specifications are lived up to. And, by a 5-4 decision the Supreme Court decided that the law did not apply to the dredging of a channel in an ocean harbour, declaring that that was not one of the public works of the United States within the meaning of the title. That is perhaps more disputable, that was a narrower position, but it is clear that in the main the legislation of the federal government covers merely work on what we call public works.

The CHAIRMAN.—The public works already in the possession of the government or owned by the government?

Prof. SKELTON.—Yes.

Mr. VERVILLE.—Like the construction of public buildings?

Prof. SKELTON.—The construction of public buildings, wharfs, piers, &c.

Mr. MACDONELL.—For the government?

Prof. SKELTON.—For the government.

Mr. SMITH.—Would it not apply to a public building being put up by the government under an absolutely independent contract?

Prof. SKELTON.—Yes.

The CHAIRMAN.—If the government were calling for tenders for the erection of a custom house or a post office, say in Dakota, and they decided to accept the tender of a particular contract, would that contractor be bound by his law?

Prof. SKELTON.—A stipulation to that effect would be inserted in the contract and would be binding on the contractor and sub-contractor.

The CHAIRMAN.—Suppose where the government executes a contract subject to a time limit, the building to be constructed say within two years. Let me assume that the contractor did not complete his work in that time so that the government was released at the expiration of two years from taking that building over altogether. They could not foresee such a situation, the time limit for that work would have to be determined in advance. Would the Act apply in that case?

Prof. SKELTON.—Yes, I think so.

Mr. MACDONELL.—It is very similar to the fair wage clause.

Prof. SKELTON.—Very much the same.

Mr. MACDONELL.—And would practically apply to those cases where the fair wage clause applies. I should think so from what the professor says.

Mr. SMITH.—Does the Act apply to transportation companies?

Prof. SKELTON.—No.

Mr. SMITH.—Is that specified in the Act?

Prof. SKELTON.—No. The agitation has since been directed to enlarge its scope to include——

Mr. SMITH.—I notice in reading the evidence of those committees that in drafting their Bills they always provide against the transportation companies, but there is no such provision in the Act in question.

Prof. SKELTON.—No, not in the Act of 1892, since it specifically applies only to public works contracts.