

skilled or if the employer supplies instrumentalities, the workmen may be found to be a servant. Said that the carrier in this case rendered continuous, although part-time, service to the paper. They delivered the paper route six days a week. The duration of the employment was not short. It was indefinite. The independent carrier agreement provided in form that the paper's carriers were terminable on 24 days notice. In fact, though, what happened in all practicality is that termination at will was the case if failure to perform certain details unrelated, the end result would strongly support employee status and that's what was the case in the incident example we have here. The next criteria was the method of payment, whether by the time or by the job. The paper carriers were compensated in part by retaining the difference between the price at which the papers were charged to them by the paper and the fixed price paid by subscribers for their subscription. In this case says that, specifically, a case...it's a very old case, a 1935 case, Balinski v. the Press Publishing Company, when a newsboy, at that time I guess there were only newsboys, as...buys papers from the publisher at two and a quarter cents per copy and is required to sell them at three cents per copy with a privilege of returning all unsold papers for full credit, the existence of the return privilege should have established...

SPEAKER BAACK: One minute.

SENATOR HALL: ..conclusively that the net effect of the arrangement was a commission, especially since many other indication of employment says that the right to terminate, la-dee-da, la-dee-da, when the privilege did not exist. In this case, they distinguished the present case in Fremont. They were essentially paid on a piece rate measured by the difference between the prices of each paper delivered and by the piece rates paid for delivering the shop versus payment of wages on a piece of quantity basis it not inconsistent with the status of employees, said the court in this case. "Nextly", they looked at whether or not the work is part of the regular business of the employer. They said that in every case the circulation by the carriers represented 85 percent of the total papers that were sold by this paper, I, it said, whether or not the parties believe they are creating the relation of master and servant. The court said this is the weakest of the indication. Said, is beyond sophistry and closer to outright dishonesty to characterize a 10-year-old party to a contract as a little merchant and, thus, an independent contractor.