

of getting the benefit that the Legislature intended to give us, by not making an award. Whether they did a legal thing or not I am not prepared to say, but they put us in this position, that we should have an interminable labour trouble. But we do not want to be continually at war with our employers, and we say the Arbitration Court did not do its duty. We believe we could have compelled them, by a writ of mandamus in the Supreme Court, to give an award, but it would have cost us a lot of money, and I am not prepared to say what would have been the result. All we ask is that the Legislature should give us eight hours from surface to surface without any reference to the Arbitration Court at all, or making it subject to anything. With regard to clause 16 of the suggestions in relation to the use of naked lights where inflammable gas is known to exist in sections of the mine, I must corroborate the evidence given by previous witnesses. I may add this also, that the danger of allowing safety-lamps to be used in one section of the mine where gas exists, and naked lights in other sections, is this, that the gas is carried by the air-current through sections connected with others, and the result is that if you allow mixed lights you are in continual danger of explosions. I think it is a fair request to make, and it ought to be granted to prevent loss of life. I do not know that I have any more to say with regard to these points.

7. You have said that the proviso to clause 6 subsection (3) has been repealed: "The prescribed number of working-hours may from time to time be exceeded"?—I say the whole of that section has been repealed.

8. Has it been re-enacted?—Portion of it has been re-enacted.

9. I am talking of the proviso?—No.

10. Do you mean to say anything has been re-enacted?—There has been no overtime fixed. The Coal-mines Act Amendment Act of 1903, clause 2, says, "Subject to the provisions of any award now in force under 'The Industrial Conciliation and Arbitration Act, 1900,' a miner shall be entitled to be paid overtime when he is employed underground in a mine for more than eight hours in any day, counting from the time he enters the underground workings of the mine to the time he leaves the same."

11. Is that not practically the same thing as subsection (3) of section 6 of the Act of 1901?—No; the difference is this: that no overtime rate is prescribed. There is a provision made for paying the miner for extra time—the same daily rate as he is employed at.

12. What does "overtime" mean?—Overtime is time worked over ordinary time.

13. Is that your Arbitration Court award? You are speaking for the miners on the West Coast?—I am not speaking of any award regulating the work in coal-mines.

14. *The Chairman.*] You are giving evidence under the Coal-mines Act?—Yes. My evidence is this: that there is no special rate paid for overtime under that Act.

15. *Mr. J. Allen.*] I am asking you if you know of the existence of any Arbitration Court award on the Coast?—I do not know. I believe there is one at Brunnerton.

16. Do you know of any Arbitration Court award in force on the Coast—say with regard to the Westport Coal Company?—No.

17. Are they not working under an award?—They are working under an award that has expired.

18. What is the rate for overtime that is provided in that award which you say has expired?—I could not tell you. I am not sufficiently conversant with it to know. I do not know anything at all about it.

19. *Mr. R. McKenzie.*] You say that there is no award on the West Coast at the present time. Is not this the case, that after the Arbitration Court sat in Westport in March, as is published in the *Labour Journal* for April, they decided, "Apart from the difficulties arising out of the impossibility of avoiding doing injustice, we find it impracticable to make a workable award. For the foregoing reasons we have decided that the only course open to us in each of these cases is to make no award"?—That is the decision of the Arbitration Court.

20. Do you think the unions on the West Coast would be justified, under this decision of the Arbitration Court, in stopping work altogether at the present time?—My opinion is this, that they would have been justified in striking.

21. Do you think they could make a good case out against the Arbitration Court for refusing to make an award?—My opinion is, after consulting a solicitor, that the Arbitration Court did an illegal thing.

22. Do you know of any reasons that the Court gave for refusing to make an award so far as the West Coast is concerned?—I feel satisfied that they could not have gone into the different matters.

23. Do you think you were justified in asking for eight hours from bank to bank?—In Reefton it would have made very little difference, because nearly the whole of the mines were working eight hours from bank to bank.

24. Do you know the balance-sheet that the Westport Company publish annually?—I never saw it in the papers. My reason for saying that the Arbitration Court could not have carefully considered the evidence tendered before it is on account of its own judgment. They show gross ignorance as to the hours of labour worked. They say that the coal-miners are differently situated from the gold-miners.

25. Supposing the Arbitration Court ignored the law and constituted itself the judge of the law in the award: you want the eight hours from bank to bank fixed so that the Court cannot hereafter interfere—you want a statutory law to fix it?—That is so. We consider the Court took up that position to deprive us of the benefits the Legislature intended to give us as miners.

26. With regard to explosives, there is a list of explosives provided?—Yes.

27. If there are any explosives which a committee of experts said should not be on the list, would you be satisfied if they were struck off the list?—Yes. We are quite satisfied that Mr. Hustwick, Inspector of Explosives, should check the explosives permitted to come into the colony for use, choosing