

41. What do you consider is the reason that the Union Company is now ready to withdraw its influence or active co-operation in the benefit society?—I can only give you my opinion.

42. What is your opinion why the company is going to leave the management entirely to the men, and it is to be no longer compulsory?—Well, I believe the Union Company instituted the benefit society, as I said previously, with the object of wiping the Seamen's Union out of existence. They, at that time, probably thought that in the five years—the period during which the subsidy was promised to the society—the Seamen's Union would go out of existence, and that they could then discontinue their subsidy to the benefit society; and I have not the slightest doubt that reason influenced them to a large extent. Now that they realise it has not effected the object they had in view, and that there is a probability of the organization they have tried to crush coming up smiling again, that will influence them to a certain extent in withdrawing their subsidy. I merely state it as an opinion. I take it that they had a certain object in view, and that object has not been effected.

43. *Mr. Fisher.*] Are you a seaman or engineer?—An able seaman.

44. How many men do you think—and, of course, you ought to know—are there in the fleet belonging to the Seamen's Union?—I have answered that question before the Conciliation Board, and I am quite willing to give the numbers. We have in the Dunedin branch at the present time a membership of about five hundred.

45. Is Bracegirdle a member of the Seamen's Union?—I must decline to answer that question. I would willingly give any information that lies in my power, but I am not at liberty to disclose the names of members.

46. *Hon. Major Steward.*] In connection with the formation of the rules, you state in your evidence that the rules were originally drawn up by the Union Company?—Yes, to the best of my knowledge and belief.

47. And the men were called upon to join under rules already drawn up?—Yes.

48. That, of course, only relates to the original rules, because subsequently alterations have been made at public meetings of the society?—With the sanction of the Union Company.

49. Upon what information or knowledge do you state that the rules were so drawn up? I may say, before you answer the question, my reason is this: I understood from another witness, and I want to see if his evidence is reliable, that he was the initiator of the society, and probably he had to draw up the rules, or had something to do with it?—I cannot, of course, say, of my own knowledge, if that was the case.

50. Have you been so informed upon any credible authority?—Yes, I have been so informed; and I am influenced by the original copy of the rules in coming to that conclusion. I do not know if the Union Company take any of their subordinates into their confidence in connection with these matters: it has not been their custom. I think the rules show conclusively that the men could not have had a hand in drawing them up or they would not have allowed some of the drastic provisions, antagonistic to unionism, to be inserted. There is another thing I wish to draw the Commissioners' attention to in connection with this particular benefit society—that it allows shipping companies to evade their liabilities under the Shipping Act.

*Mr. Fisher:* I have referred to that myself several times, but if I go too far in expressing my views on that particular question I may be accused of partisanship.

*Witness:* If I might be permitted, I will draw your attention to certain clauses in the Shipping Act where certain responsibilities devolve on the shipowner in certain cases. In the first place, every vessel is supposed to carry a medicine-chest, whether she be coastal, intercolonial, or foreign. Section 103 of "The Shipping and Seamen's Act, 1877," reads as follows:—

The following rules shall be observed with respect to expenses attendant on illness and death, that is to say:—

- (1.) If the master or any seaman or apprentice receives any hurt or injury in the service of the ship to which he belongs, the expense of providing the necessary surgical and medical advice, with attendance and medicines, and of his subsistence until he is cured, or dies, or is brought back to some port in the colony, if shipped in the colony, or, if shipped in some British possession, to some port in such possession, and of his conveyance to such port, and the expenses (if any) of his burial, shall be defrayed by the owner of such ship, without any deduction on that account from the wages of such master, seaman, or apprentice.
- (2.) If the master or any seaman or apprentice is on account of any illness temporarily removed from his ship for the purpose of preventing infection, or otherwise for the convenience of the ship, and subsequently returns to his duty, the expense of such removal, and of providing the necessary advice, with attendance and medicines, and of his subsistence whilst away from the ship, shall be defrayed in like manner.
- (3.) The expense of all medicines and surgical or medical advice and attendance given to any master, seaman, or apprentice whilst on board his ship shall be defrayed in like manner.
- (4.) In all other cases any reasonable expenses duly incurred by the owner for any seaman in respect of illness, and also any reasonable expense duly incurred by the owner in respect of the burial of any seaman or apprentice who dies whilst on service, shall, if duly proved, be deducted from the wages of such seaman or apprentice.

That is drawn upon the owner; and the owner escapes in this case by getting the men to pay for themselves. Then, "The Shipping and Seamen's Act, 1890," says:—

Notwithstanding anything contained in "The Shipping and Seamen's Act, 1877," whenever a seaman employed on a home-trade ship is left on shore at any port or place in New Zealand, in any manner authorised by law, by reason of his inability to proceed on the voyage from illness, he shall be deemed to be discharged from his ship, but shall nevertheless be entitled to receive and be paid his wages according to the terms of any agreement made by him with the owner, master, or agent of such ship, and then in force, subject to the following conditions:—

- (1.) If such agreement covers a longer period of service than three months from the date of such seaman being so left on shore, then such wages shall only be paid for such period of three months and no longer;
- (2.) If the period of service would, according to the agreement, terminate at a shorter interval than three months from the date aforesaid, then such wages shall be paid only up to the date when such period of service would expire and no longer: