

Still further, there is the waste incidental to sending down the cages full of men when they go on shift, running up empty for the next lot, and *vice versa* at the change of shift, going up full of men and down empty. According to the present arbitration award men are expected to work forty-six hours per week, *minus* three hours for crib, leaving nominally forty-three hours' work. If from this a further hour per day, or six hours per week, is deducted for changing shifts, the net working-hours are reduced to thirty-seven, and when other allowances are made for time for smoke to clear away, misfires, &c., it is not too much to say that the actual working-hours would not average five per day. Reverting to the conclusion of the Arbitration Court concerning the position of the mining industry, I regret very much to say that the evidence of occurrences during the past year absolutely supports the Court's verdict, for several mines have been forced to suspend operations, others to greatly reduce expenditure; and, though I am very sorry to say it, I know that the end of the list of suspensions and reductions is not yet. The present agitation and the proposed additional disabilities only add to the trouble by making it increasingly difficult to carry on economical mining operations.

In a general way the foregoing is applicable also to the proposed amendment of section 86 of "The Mining Act, 1898," whereby the Miners' Union urges that all claims or areas, no matter how small, held by claim-owners shall be manned separately.

I sincerely hope that you will resist the proposed amendments and lend your assistance towards getting finality to these constant changes in the law.

From the MINE-OWNERS' ASSOCIATION, Auckland.

23rd July, 1902.

IN reply to your telegram of 17th July regarding proposed amendment of "Mining Act, 1901," clause 5, subsection (1), we have considered the matter and submit that no amendment at all is called for; but, if a change has to take place, we believe that the utmost concession that should be made is contained in the following suggested amendment of the existing clause:—

Proposed Clause.—Section 5, (1): Subject to the provisions of the Act, a miner shall not be employed underground for a longer period in any day than eight hours, exclusive of not exceeding fifteen minutes to enable men to change shift at the face, as required by section two hundred and twelve, subsection three, "Mining Act, 1898."

In the miners' interests the necessity for changing shifts at the face has always been recognised, as it is obvious that men coming off shift cannot be certain of meeting their relieving mates at any other place. Even under existing regulations it is difficult enough to get men to warn relieving shifts of possible danger, as witness the two fatal accidents in Silverton and Waihi Mines, where the juries' verdicts laid the blame of the accidents on the outgoing shifts. The effect of amending the clause as your Committee proposes would be that a few minutes' overtime might be claimed each day for the absolutely necessary operation of changing shift at the face in order to protect the men. You can see how unworkable such a plan would be, not to mention the frivolous and vexatious nature of these petty claims. We hope that your Committee will recommend that no alteration at all should be made.

From the OTAGO EMPLOYERS' ASSOCIATION.

11th July, 1902.

IT has been reported recently in the newspapers that in the Coal-mines Act Amendment Bill, introduced by Mr. Guinness, the eight hours from bank to bank are made to include the meal-time. I am directed by the Executive of the Otago Employers' Association to draw attention to this clause, which they think inequitable. In the first place, the men are working under awards by which the hours and wages are determined. If the proposed amendment becomes law one-fifteenth less work will be given for the same wages, for, of course, unless provision is made by Parliament to meet the case, the same wages will have to be paid as are now paid under present circumstances. In the second place, it means a serious loss to the various companies, for it practically means the reduction of their output to the extent of one-fifteenth—*i.e.*, over 6 per cent. per annum. Where the company has a large output it will mean a very large sum of money annually lost to the shareholders, while the cost of production and maintenance will remain the same. In the third place, if this becomes law it will mean that one-eighth has been added to the cost and taken from the companies in two sessions, as half an hour has already been taken by the bank-to-bank clause.

We trust that a measure which would press so severely on coal-owners will not be allowed to become law without the most earnest consideration being given to its provisions.

INDUSTRIAL AGREEMENT.

THIS agreement, made in pursuance of "The Industrial Conciliation and Arbitration Act, 1900," this 23rd day of January, 1902, between the Consolidated Goldfields of New Zealand (Limited), the Progress Mines of New Zealand (Limited), the Welcome Gold-mining Company (Limited), and New Inkerian Mines (Limited), (which four companies are all duly incorporated in England under the Imperial Companies Acts, and carrying on business at or near Reefton, in the County of Inangahua and Colony of New Zealand, as mining companies), the Keep-it-Dark Quartz-mining Company (Limited) and Big River Gold-mining Company (Limited), (which two last-named companies are duly incorporated in the said colony and carrying on mining operations at or near Reefton afore-