

of miners at Denniston is much less than 274 at the present time. The trucking that is done by contract would be materially affected by a reduced output. In connection with all other contracts, such as tipping and lowering on the incline—which is not done by contract at present—the decreased output would increase the charge. We are compelled by the award to pay a minimum wage, and there would have to be a readjustment. The statement that coal is hewn cheaper at Denniston than at the State Mine requires qualification, inasmuch as the Denniston coal-miners do not hew coal as low down as at the State Mine by 2 ft. in height. The rate at a similar height to that at Denniston is paid for at 2s. 4d. a ton at Point Elizabeth. The basis of calculation for our loss is not estimated on the running of the rope.

*The Chairman:* There is nothing to rebut in that.

*Witness:* I might say that the company will be quite as willing to go to the Court as the unions. We never fear a fair adjustment in industrial affairs.

ERNEST G. PILCHER examined. (No. 4.)

141. *The Chairman.*] What are you, Mr. Pilcher?—Managing director of the Tyneside Proprietary (Limited) and manager of the Greymouth—Point Elizabeth Company, Brunnerton.

142. Do you wish to make a statement?—I have come here to enter a protest on behalf of the companies I represent against the interference, as I deem it, with a decision of the Arbitration Court in matters affecting the coal-mining industry by means of private legislation. The matter particularly dealt with in the Coal-mines Act Amendment Bill does not affect the Tyneside Company, as under the present award the bank-to-bank clause is in operation, and we find that it costs another extra 3d. per ton in the present state of our workings, which cost is likely to increase as the workings of the mine extend. When the Brunner Mine was working four years ago, and when the 1903 Coal-mines Act was being put through the House, I ascertained that the enforcement of the bank-to-bank clause would at that time cost the Brunner management a little over 3½d. per ton, owing to the shortening of the output due to its operation. Our men at the Tyneside Colliery enjoy the bank-to-bank condition, and put in on an average seven hours' work per day—that is, one-eighth of a day is lost to a large number of employees, and the cost of working the mine is correspondingly increased. As employers we have hitherto cheerfully submitted to the operation of the Arbitration Act. When the decisions of the Court have been against us we have accepted them, as in this case, notwithstanding the additional cost. The time, however, will come when, owing to the extended workings and probably for other reasons, the cost will be so increased as to make it imperative that some adjustment of the present conditions must be sought; and if the principle of seeking in a private Bill to amend a grievance on one side or the other is to be recognised, then we say that the confidence which we have learned to place in the Arbitration Court and its administration so far will be very much shaken; we shall not feel that security which has always been claimed as a strong point in favour of the Act being continued. Already we have at Brunnerton the direct disadvantage of competing with the State Mines at a difference of 9d. per ton, that being the amount of the royalty and harbour rate which private companies have to pay. This, added to the additional cost of 3d. in working under the bank-to-bank clause, makes an increased cost to us of 1s. per ton during the last year or two, in addition to other costs which have been piled on to coal-mine owners in recent years, including the accident insurance fund which we pay. Already it is impossible for us to compete successfully against the Newcastle importations, and in our mine we have expensive workings to contend with in other respects, such as the cost of pumping and want of railway facilities owing to lack of room. I wish chiefly to protest against the principle that Arbitration Court awards should be amended from time to time by special Act.

143. *Mr. Colvin.*] What you principally object to is the Arbitration Court awards being amended by special Act?—Yes. It is not our turn to suffer to-day, but it may be our turn to-morrow.

144. This Bill does not say a word about the Arbitration Act or the Court?—No, but any one connected with the coal-mining industry knows that it has an indirect bearing on the Court's awards.

145. *Mr. R. McKenzie.*] You said you reckoned the bank-to-bank clause would increase the cost by 3d. per ton?—As a matter of fact it does.

146. Are you working under the bank-to-bank clause?—Yes, at Tyneside.

147. Also, you are working at a disadvantage of 9d. per ton as against the State Coal-mine?—Yes.

148. The State Coal-mines are working under the bank-to-bank clause?—Yes.

149. You also stated that it was impossible for you to compete against New South Wales in the sale of coal?—Yes.

150. Why?—The cost of putting coal on board and of carriage to the destination of the coal is higher than we can afford to sell at.

151. You have been for some years connected with the coal trade?—Yes.

152. And are you a philanthropist?—As far as I can be.

153. You are still engaged in opening up new ground for the benefit of the public?—As far as I can.

154. Is it your intention to get the coal down?—If it is possible to sell against Newcastle.

155. How does Brunnerton coal compare with Newcastle coal?—It is half a crown to 3s. 6d. higher.

156. What was your coal selling at in Palmerston North?—I do not know what it is retailing at. We land it unscreened at £1 1s. or £1 2s.

157. What about Brunner nuts?—They are difficult to obtain. They run to about £1 4s.

158. I was told that Brunner nuts were selling at Palmerston North at £2 5s. ?—Very likely; we cannot get sufficient of them. They are worth their weight, almost, in gold.