

14. Then, on account of the clause in the 1903 Act, the Arbitration Court is not to make any award?—Well, I do not say that; but the intention of the Bill is to override any award of the Arbitration Court with regard to the working-hours. That is what the coal companies object to. They ask that the working-hours shall be fixed by the Arbitration Court after hearing both parties.

15. You miss the point. Under the law passed in 1903 it was subject to any award then in force—the miner is to be paid overtime for any time he is working underground longer than eight hours?—Yes, I quite understand that.

16. Well, the Arbitration Court during the last three years has not made any award—therefore the law has been brought into force?—If the Arbitration Court has not made any award during the past three years, it was because the Court recognised that if an award were made and the hours fixed as provided under the statute, such an award would be seriously prejudicial either to the company or to the workers, and Mr. Justice Chapman gave a judgment in which the Court refused to make an award in respect of a coal-miners' dispute on the West Coast for the reason I have mentioned.

17. Then, if the men, in face of that, say that they are prepared to take a judgment whether for or against them, do you not think it would be right to put the clause in?—Not if it was going to be seriously detrimental to themselves or to the company. If the Arbitration Court is to remain operative, surely it devolves upon the Court to determine what the working-hours shall be, as well as the wages and conditions under which the men are to work in coal-mines, the same as under any other industrial award.

18. Are you aware that the Legislature passed this Act subject to any award? The cry from the employers was that it would not be fair to break any award then in existence, and the Legislature made the provision subject to any award then in force?—I am aware of the circumstances under which that provision was made.

19. Now the workers have asked for its enforcement and the Arbitration Court has refused it?—I am also aware of that, but section 1 in the Act of 1903 was a clause which should not have been made law.

20. That is a matter of opinion. You are aware that it was subject to any award then in force?—Yes.

21. Since that the Court has refused steadily to make an award?—So I understand.

22. You are aware that under the Mining Act the same clause I have here applies to all employed in gold-mines?—Yes, but as far as coal-mines are concerned it has been rendered inoperative by the Arbitration Court declining to make fresh awards.

23. But the same clause has been in the Mining Act, so far as gold-mines are concerned, and has been carried out throughout New Zealand?—Possibly so, but gold-mines and coal-mines are not the same.

24. *Mr. R. McKenzie.* You have had no award since the Act of 1903 was passed?—No.

25. Supposing your company found it convenient to bring a case before the Court and the award was varied: as soon as that award is varied you come under this Act?—Yes, but the company would never ask the Legislature to pass a law to override the operation of the Conciliation and Arbitration Act, or an award of the Arbitration Court.

26. The point is this: do you admit that the award was made before the 23rd November, 1903?—Yes.

27. You are working under an award prior to that Act coming into law?—Yes.

28. Do you contend that that award should apply for ever?—No, I do not contend that; I am contending for this, that the Arbitration Court shall determine the hours the men shall work in coal-mines as in other industries and undertakings.

29. That is not the point. As soon as the award is varied in any way the Act comes into force at once—not only with your company, but with every coal-mine proprietor in the colony?—Yes. The employers are prepared to accept the decision of the Arbitration Court, and so, as far as I know, are the men.

30. But supposing your company, or any company, found it necessary in their interest to vary the award then they must abide by the law of the country?—I have not heard any employers, including the coal-mine companies, say that there is any objection to accepting the decision of the Arbitration Court, and there has been no attempt on the part of the employers in any part of the colony, so far as I know, to seek to set aside the powers or operations of the Arbitration Court or its decisions.

31. If you cannot realise you can imagine a case in which it would be an advantage to a coal-mine proprietor to have an alteration made in an award?—Certainly.

32. Well, as soon as the Court varies an existing award the law comes into force?—Yes, but the employers are not objecting to any variation of an award, but say that the Arbitration Court should fix the working-hours after evidence has been submitted from both sides.

33. *Mr. Colvin.* Under the law as it stands at present, if the Arbitration Court makes an award the company must come under the clause I am now proposing?—Yes, because the Legislature has passed a law which it should not have passed.

34. You were a party to it?—Pardon me, I was not. I should be very sorry to be a party to such legislation. I was strongly opposed to it.

35. *The Chairman.* You thoroughly understand that the law is that if an award is made, then the hours in the particular coal-mine referred to shall be eight from bank to bank?—I understand the question, but the whole purpose of Mr. Colvin's Bill is to set aside the operation of any award of the Arbitration Court which comes in conflict with his eight-hours-from-bank-to-bank clause. The Act of 1903, the existing law, 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 working of the mine to the time he leaves