

case—the conditions were not similar. In any case, however, there is a great difference in men. Where some will make 12s. a day others will make about 7s. on the same work.

317. That is really a matter that rests in the men's own hands?—Yes.

318. Under the way in which the gangs are arranged, is it not always the practice to allow the best men to get together and the inferior men to get together?—It is not the practice now, but it does work out in that way. In some cases there are parties of men who have had nothing to do with the picking or been consulted in any way.

319. The best men would naturally come together, and would not have the inferior men working with them?—Yes.

320. Do you think there is anything in the contention that the best men are exploited to the benefit of the inferior men?—There may be isolated cases.

321. Do you think the men would stand it for any length of time?—They would get out of it.

322. As a matter of fact, the men want fair play, do they not?—Yes.

323. And will see that they get it?—Yes. Before I go there is one point I want to raise in favour of the men at Otira. Of course, the contractor cannot help it, but every man on the works has to pay for oilskins. The men are taxed to the extent of about 3s. or 4s. a week for this—a tax that other miners have not got to pay.

324. *The Chairman.*] That was not included in the demands in any way?—No; we have not asked anything on account of that.

FRIDAY, 13TH SEPTEMBER, 1912.

THOMAS JOSEPH MALLOY examined. (No. 10.)

1. *The Chairman.*] What is your occupation?—At present I am doing nothing. I was at the time in question a boot-importer.

2. You have a statement to make?—I have briefly to state that in November, 1908, I had occasion to make a trip to Otira, as president of the Inangahua Miners' Union, to get evidence there to bring before the Arbitration Court sitting in Greymouth on the 19th of the same month. Certain facts were brought under my notice with regard to the conditions at Otira at the time. Evidence necessary to produce before the Arbitration Court was also brought under my notice, and other statements. At the sitting of the Arbitration Court in Greymouth, when Mr. McLean was being examined by myself, I touched upon the fringe of the present application. When referring to the financial part of his contract I asked him if he could state what the Government Engineer's estimate was for the piercing of this tunnel. He said he could not say. I asked him if £540,000 was correct. He said he did not know. I asked him then what was Mr. Bogue's estimate. His reply was that he did not know. I asked him if it was not a fact that he was receiving £600,000 for the completion of this tunnel. He admitted that to be approximately correct. I asked him if he did not anticipate receiving an additional £50,000 for the electrical plant and power-house.

3. Did he reply to that?—I think he said "No."

4. *Hon. Mr. R. McKenzie.*] Was this evidence taken down or printed?—Part of it. I have part of it now. I asked Mr. McLean if it was not a fact that he anticipated having this contract broken and receiving an additional £100,000. His reply to that was that it was preposterous. I could not touch upon the matter any further, for the reason that it did not bear upon the case. I contented myself by writing, in 1909 or the early part of 1910, to the secretary of the Trades and Labour Council, Wellington, bringing under his notice that sooner or later the contractor for the Otira Tunnel would be found making application for the cancellation of the contract. I urged him to bring this matter forcibly under the notice of the Wellington parliamentarians with a view to creating a very strong opposition to any such proposal. In the same years of 1909 or 1910 I brought the same matter under the notice of Sir Arthur Guinness as to what would eventuate with regard to the Otira Tunnel—that an application would be made for cancellation of the contract. I urged upon Sir Arthur Guinness to give it a very short shrift if it came before the House. In 1910 Mr. John Graham, late member for Nelson, was strolling down the street one day in company with Sir Arthur Guinness. I was introduced by Sir Arthur to Mr. Graham. I pointed out that in the course of time he would be confronted with an application from the contractor for the Otira Tunnel to have the original contract broken. I asked him, in the interests of the people of the Dominion and of his constituents, to oppose it for all he was worth. I pointed out that from statements that had come under my notice—that is to say, circumstantial evidence—there was a likelihood that the Government would be asked, in the event of the original contract being broken, to allow the contract to proceed from the Otira side only, for nature would there do the work that men and machinery are now called upon to do in the way of pumping. I asked him to oppose it, for the reason that in all probability it would take ten or fifteen years to complete the tunnel from the Otira side, and, further, that this Dominion might be landed in a cost of a million pounds before the tunnel was completed as an effect of the original contract being broken. He replied that he was surprised; however, he said, he would take a note of it. I urged him that day to take note of what I was bringing under his notice, in the interests of the people of the Dominion. That was my statement to Mr. Graham then. The letter that I wrote to the Trades and Labour Council in 1909 or the early part of 1910 runs in the same direction. It pointed out, in addition to what I have said, that the contractor anticipated receiving an additional £100,000 in the event of the contract being broken. I should like you gentlemen, if Mr. Graham is in Nelson, to subpoena him—

*Hon. Mr. R. McKenzie:* He is in England.