

49. You are quite positive of that?—Yes, positively sure—an underground manager or shift-boss. We term them “shift-bosses.”

50. What is the difference between a shift-boss and an underground manager?—They are practically the same on the Coast.

51. Are you prepared to swear that those were his duties?—His duties, as a matter of fact, were to supervise the working of the tunnel there underground, and for that he received a much higher rate of wages—in fact, the highest wage, I think, paid in Mr. McLean’s service at the time. He was a man Mr. McLean relied on as one possessing great capabilities with regard to tunnel-work.

52. How do you know that McLean Bros. relied upon him?—From the very fact that this man was placed in a position there in charge of men and was receiving a higher rate of wages, I believe, than most of the others. He was a man who was thoroughly conversant with tunnel-work—more so up to the time of my visits there than anybody that had been there.

53. You only are to be the judge of that question, then?—Mr. McLean was, for the reason that he “sacked” all the others, and kept this man steadily employed. I am only judging from Mr. McLean’s action with regard to the men. He dispensed with the services of all the underground managers up to this point, and kept on this man, and paid him the highest wages.

54. *Hon. Mr. Fraser.*] Do you consider, because Baghurst told you that Mr. McLean made a certain statement to him, that that is any proof that Mr. McLean did make that statement?—I had no reason to doubt it.

55. But do you consider that absolute proof?—I would accept it as proof, because he was a most reliable person.

56. And the fact of his having told Jack the same story that he told you, you would consider as corroboration of the proof?—I do not say that he told Jack.

57. From whom did Jack get his information?—I said I assumed it.

58. Well, if you assumed that he told Jack, would that be corroboration?—I should say so. It is circumstantial evidence. I should be inclined to think so.

59. *Mr. Nosworthy.*] What attitude do you take up if McLean Bros. deny it?—I should like them to deny it on oath. The fact of the application being before the House now shows that this was not a dream.

60. *Mr. Davey.*] Do you remember ever waiting on Mr. McLean, of McLean Bros., on behalf of labour, very shortly after the contract was taken?—I do.

61. Do you remember discussing with Mr. McLean the amount of money that he had taken the contract for?—Yes; only in the Arbitration Court.

62. Not at Otira?—No, not the financial part of it. I do not think that was ever touched upon at Otira, as far as I know. It may have been. I may have mentioned the sum of £600,000, but I would not swear to that. I recollect well dealing with the financial part of his contract in the Arbitration Court.

63. Do you remember attending a conference with Mr. McLean, accompanied by Mr. Kennedy, on behalf of the men?—I had no conference at all with Mr. McLean. He declined to sit in conference. We convened a meeting with Mr. McLean, together with all the workers, and it was proposed that Mr. McLean and I constitute a Conciliation Board at the time for the purpose of settling whatever little disputes there were between the contractor and the employees. Mr. McLean at that time declined to have anything to do with a conference for the settlement of any dispute; but finally he agreed to raise the wages in various departments, and that was satisfactory to the workers; the whole thing ended then. There was no stoppage of the works of any kind. Later on there was another dispute, and we then applied to the Arbitration Court for the purpose of fixing up an award.

64. During the course of that conference did you comment at all upon the amount of the contract and the Government estimate of the cost of the work?—I did in the Arbitration Court.

65. Not in the conference with Mr. McLean?—I may have done so. At that time it was an open discussion in a big shed. That would be in 1908, I think.

66. Did you say anything to Mr. McLean to this effect: You have approximately £100,000 more for this contract than the Crown estimated the cost of the tunnel to be?—Yes, I did.

67. Did you say anything to Mr. McLean as to what would become of that £100,000?—I said this: You have approximately £110,000—assuming you are receiving the £50,000—you have approximately £110,000 above the Government Engineers’ estimate for the completion of the tunnel. That was £50,000 that I reckoned he would have above the Engineers’ estimate, and £50,000 that I believed he was to receive for the electrical plant and power-house, making in all £110,000.

68. Did you suggest to Mr. McLean that as he was receiving £100,000 more than the estimated cost of the tunnel, that £100,000 should go to labour?—No.

69. Did you say to him, “You have got £100,000 more than the Crown says the tunnel will cost, and labour proposes to have that £100,000”?—No, certainly not.

70. You are quite sure?—Perfectly sure. I might mention this: the men were asking for a reduction in the number of hours in wet places to six hours—six hours to constitute an eight-hour shift—and Mr. McLean brought very forcibly under the notice of the Judge that if this were inflicted upon him it would put him to an additional cost of £60,000 per annum; and in another department where the men were asking for a rise he showed that it would increase his annual expenditure by £60,000, or £120,000 in all. The Judge doubted this, because in the award he stated that he thought Mr. McLean had overstated the amount. It was then that I asked Mr. McLean if he could not afford to recognize the six-hour shift, seeing that he was to receive so much more than the Government Engineers’ estimate, and they, when preparing the estimate, had no doubt taken into account all difficulties, foreseen and unforeseen. I said that they must have taken into account the ruling rate of wages and all the conditions to which Mr. McLean was asked to adhere to.