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No. 43—NOVEMBER, 1902.

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CONTENTS.

BULLETIN

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DEPARTMENT OF LABOR.

No. 43. WASHINGTON. NOVEMBER, 1902

REPORT TO THE PRESIDENT ON ANTHRACITE COAL STRIKE.

BY CARROLL D. WRIGHT, COMMISSIONER OF LABOR.

DEPARTMENT OF LABOR,
Washington, D. C., June 20, 1902.

SIR: I have the honor to submit herewith a report on the causes of and conditions accompanying the present controversy between the anthracite coal miners of Pennsylvania and the coal operators. I undertook this investigation in accordance with your verbal request of the 8th instant.

The organic law of the Department of Labor provides that the Commissioner of Labor is "authorized to make special reports on particular subjects whenever required to do so by the President or either House of Congress." Immediately after your request, as provided by the law quoted, I proceeded to the city of New York, for the purpose of ascertaining all facts possible relating to the present controversy. I have not visited the coal regions, but I have been represented there by a very experienced gentleman who has studied the conditions of the coal regions many times and who undertook to make the necessary inquiries relative to the present strike.

I am very glad to say that in every direction I have been met with the utmost courtesy, and all the facts required were generously put into my possession. These facts have been gained from presidents of coal-operating railroads, independent operators, capitalists thoroughly familiar with the coal business, but not engaged in it, presidents of railroads not operating coal mines, officials of the miners' union, foremen, superintendents, business men, miners, and laborers.

One of the gratifying features of the investigation is that, so far as I have been able to ascertain, there has been no attempt to misrepresent, either willfully or otherwise, the facts as the individuals testifying understand them. The difference in point of view, in attitude to

the whole subject, often leads to apparently conflicting statements, but these conflicting statements are the result of position and not of any desire to misrepresent.

The whole subject is surrounded by many complications—in fact, I know of no strike with which I have been in any way familiar that has presented so many varying conditions, conflicting views, and irritating complaints. In order that these varying conditions may be more clearly understood and studied with the least possible difficulty, I make my report topically. While this method involves some repetition here and there, it enables one more clearly to comprehend the whole situation as presented by the parties to the controversy and by others, and the conclusions that are legitimately drawn from a study of the entire question.

ORIGIN OF THE PRESENT STRIKE.

The present strike finds its root in the settlement of the strike which occurred in 1900, when the advance demanded by the miners in the anthracite regions was after considerable discussion conceded. Nearly all operators and many connected with the miners' union do not hesitate to say that since that settlement there have been increased sensitiveness and more intense irritation in the mining districts than during the previous twenty-five years or more.

The position of the operators in September, 1900, is very clearly stated in the accompanying document, marked "Appendix A" (see pages 1169, 1170, 1172, and 1173). In this document it is recited that the profit realized from the coal business was greater when the scale of wages was fixed, because the price of coal was higher in 1880 than it has been since 1881. In 1880 the average price at tidewater for all sizes was $3.73. Since that time it has declined, reaching as low figures as $2.71 in 1898. In September, 1900, it was $2.80 per ton, almost $1 less than it was when the scale of wages was fixed. The document also recites that since 1880 wages have never been reduced, but have constantly continued the same. In 1899, in the Wyoming region generally, it was found that the average daily net earnings of the miners had been $2.85. It is also stated that the profits of the company's business were no greater in 1900 than when the scale of wages was fixed, twenty years before; that, on the contrary, during the five years from 1880 to 1884 the average net earnings were 8.65 per cent upon the capital, while during the five years from 1895 to 1899 they were but 6.55 per cent; that while wages were constant, business conditions compelled the company to reduce and at times to pass its dividends; that its then rate of dividend was 5 per cent, making the total payment on that account $1,750,000, while it was paying out annually wages of all kinds to the amount of about $10,500,000.

The claim was made, as shown in the document, pages 1172 and 1173, that for the twenty years preceding 1900 the Delaware and Hudson Company paid to its employees at the collieries wages which never varied with the fluctuations in business; that while the mine workers are permitted to combine to raise the cost of production, the mine owners are prohibited by law from combining to raise the price of the product accordingly.

It can easily be seen, therefore, that the basis of the present strike was laid in 1900. In view of the increasing sensitiveness since that time, and recognizing the conditions as stated, Mr. John Mitchell, president of the United Mine Workers of America, February 15, 1901, approached the operators with the following proposition:

Would you kindly wire if your company will participate in a joint conference with anthracite miners during the month of March for the purpose of agreeing upon scale of wages for period which would be mutually agreeable to operators and miners.

The next day Mr. Olyphant, president of the Delaware and Hudson Company, sent the following reply:

I understood that matter of wages was satisfactorily adjusted last October, and we have no present intention of departing from the arrangements then made. I therefore see no object in the conference which you suggest, even if that method of procedure were desirable which seems very doubtful.

Later on Mr. Mitchell sent a letter to Mr. Olyphant of date February 26, 1901. The history of this attempt to secure a conference as far back as March, 1901, is contained in the letter of the president of the Delaware and Hudson Company, dated March 6, 1901, and attached hereto as Appendix B. In this letter Mr. Olyphant claims that during the year 1900 his company paid out in wages of all kinds about $10,500,000, while it distributed among its stockholders $1,750,000.

DEMANDS OF THE MINE WORKERS.

The failure of the attempts to secure a conference in March, 1901, added to the irritation of the miners, and constant appeals were made to the officers of the union to make new demands, and, failing to secure compliance, organize a strike. It is generally believed by the operators, and many others, that the present strike was organized by the officers of the United Mine Workers of America and those of local unions having their allegiance to that body. The facts, so far as I can ascertain—and I believe they have been correctly reported to me—show that, in contradistinction to most strikes, the officers of the miners' unions, with perhaps one or two exceptions, persistently opposed the present strike. Their reasons for opposing it were that they had carefully weighed the chances of success and the possibilities

of defeat, and from what they learned in various interviews with railway presidents and operators they were satisfied that a strike, if engaged in, would last possibly all summer, and entail great hardship and suffering upon the mine workers and those dependent upon them, as well as work incalculable injury to the industrial and commercial interests of the country. They were also imbued with the belief that many of the alleged wrongs endured by the miners, and what were considered unfair conditions under which they worked, might be corrected by constant appeals to the presidents of the coal-carrying roads and independent operators. They had a slight hope that the strong prejudices of the anthracite coal operators might be softened by meeting them frequently, and by the presentation of the claims of the mine workers for better wages, and what they denominated more humane conditions of employment.

In their attempts to secure conferences and the frequent meetings of the representatives of mine workers and mine operators, the hopes of the officers of the union were not realized, and the men—the miners and other employees—themselves demanded that a strike should be organized, which was done. This was voted in the convention at Hazleton on May 15, although the strike was begun May 12, 1902. The specific demands, as given to me in writing by Mr. John Mitchell, the president of the United Mine Workers of America, were as follows:

1. That there shall be an increase of 20 per cent to the miners who are paid by the ton—that is, for men performing contract work. These men involve about 40 per cent of all the miners.

2. A reduction of 20 per cent in the time of per diem employees. The mines are operated about 200 days per year, ten hours per day. This demand, if granted, would result in reducing the day to eight hours (20 per cent), so that the mines would be operated 240 days at about the same pay; hence an equivalent of 20 per cent increase in the earnings, no increase in the rates of per diem employees being demanded.

3. That 2,240 pounds shall constitute the ton on which payment is based for all coal mined where the miners are paid by weight. This would apply in any district where weighing coal would be practicable, and to those miners who are paid by the quantity and not to those paid by the day.

These constitute the specific demands of the coal-mine employees, and there is no disagreement as to the substance of the demands. No grievances were presented. The powder question was practically settled in 1900. In their conferences the miners wished to have the matter of impurities and other local grievances taken up with the companies and their local employees for adjustment, these matters not constituting a part of the present controversy or the demands leading to it.

These demands being rejected, the miners subsequently offered to

accept one-half—that is to say, 10 per cent increase in the pay per ton where mining is paid in that manner, and 10 per cent decrease in the working day. They also offered to leave the whole matter to arbitration and investigation and to accept the result, provided the operators themselves would comply with the recommendation of the investigating committee.

All these demands and modified requests were rejected by the operators, and so the issue, clearly defined, remains an open one, the officers of the unions claiming that they can hold out for four or five months, while the operators take the ground that they can hold out indefinitely and let the matter adjust itself. The employees are willing to make a three years' contract on the offered terms—that is, one-half the original demands.

The position of the operators and the correspondence which took place between them and Mr. Mitchell are shown in the document filed herewith as Appendix C. The chief points, however, have been brought out above.

CLAIMS AND COMPLAINTS OF THE EMPLOYEES.

The specific demands in a strike are the material elements on which the controversy is based. The psychological elements must be considered, however, in order to ascertain the true situation. Thus the complaints and grievances and the irritations and complications which lead to a controversy are of far greater import than the categorical demands. So far as I can learn, the bottom idea on the part of the operators is to secure discipline or to preserve discipline. They claim that every concession that has been made has defeated this, and that if any ought to be made now, even if the concessions in themselves were right, they feel that they should not make them, as by making them they would defeat their power to preserve discipline. The foremen have their orders to go on under the present unhappy status and make a contest to the end of the matter.

There is not the slightest question that since 1900 there has been more trouble with discipline than during the whole previous period since 1871. The officers of the union are frank enough to say that there is a great deal of truth in this position of the operators, but, on the other hand, they claim that they have not been allowed to discipline their own men. The union officials are emphatic in their statement that they would be very glad to cooperate with the operators in securing wholesome discipline. They recognize that of all industries discipline is more essential in the mining regions than anywhere else. They are ready to guarantee to aid the operators in this fundamental difficulty, and they state that if they can not do it they are not fit to have a union at all; that a leader who can not maintain discipline is

not fit to be in his place. They also claim that they have not been allowed (or even to try) to preserve discipline, and thus insubordination has ensued. The miners state that the operators can not control insubordination, but that they themselves can control it. In this matter of insubordination the miners contend that the enormous percentage of foreigners who can not speak the English language necessarily causes a great amount of misunderstanding of orders, and that under these misunderstandings foremen are very apt to cause trouble.

During the investigation the attention of the union officers was called to the criticism on the part of the operators that on account of such insubordination of the miners they were prevented from running their own business, and it was frankly admitted that there was some truth in this assertion, but that it was ridiculously exaggerated; that where foremen got into trouble they usually attributed it to the union. On the other hand, the union claims that it has been antagonized at every point, and that whenever anything of an evil nature occurs it is immediately attributed to it. Many instances are cited to show the truth of this statement.

The operators claim that very many petty difficulties arise because the union officials can not control their men. Many instances of this are cited in a report made some months ago by Mr. E. E. Loomis, superintendent of the coal mining department of the Delaware, Lackawanna and Western Railroad Company, and submitted herewith as Appendix D. This report was made prior to the inauguration of the present strike.

The claim is made that the union does not allow men to enter the mines unless they have a union card, although they may have the certificate required by the laws of the State of Pennsylvania that they are qualified to work as miners.

Nearly all the operators, so far as learned, have no confidence in the ability of the miners' union to control its own members to any such degree as to assist in maintaining proper discipline. Here is a sharp conflict, and one which reaches to the very essence of the irritating conditions that now attend anthracite coal mining.

Some of the operators do not hesitate to say—and it is believed that this statement is favorably regarded by some of the union officers—that no great progress will be made toward a more peaceful condition in the mining regions until the anthracite miners have a union of their own, its autonomy individualized and not complicated with that of the bituminous coal miners. This suggestion is made when discussing the question of discipline, the operators claiming that they had no trouble in the anthracite regions until the union of the bituminous coal miners undertook to organize the anthracite miners, and that if the anthracite coal miners had a union of their own, which might possibly be affiliated with the bituminous coal miners, they (the

operators) would be in a better position and in better temper to meet their employees through their organization than now, when they are obliged to deal with what they term strangers and outsiders.

The bearing of the operators' position on this subject, taken in relation to the whole question of discipline, is one which should meet with thorough consideration on the part of all, for it is believed by many that with the question of organization settled on the basis of the anthracite interests as distinct from the bituminous interests the question of discipline might be more easily considered. This is illustrated by the statement, during the present investigation, of one of the leading anthracite coal operators that a man who is not intellectually competent to do business in the anthracite region with a systematic recognition of the trade union is not competent to be there. A very well-known railroad president, although not of a coal-operating road, emphatically agreed in this opinion of the operator quoted, and did not hesitate to say that the present need in the anthracite mining business is for an entirely different type of men from those now engaged in it. If an anthracite coal miners' union could be organized and officered by men from the anthracite industry, such critics as those just quoted believe that the whole matter would be far on the way to fairly satisfactory adjustment.

All the operators whom I met disclaimed distinctly that they had any antagonism to labor unions as such. They do object, and most seriously, to some of the methods adopted by the unions, and they feel that when asked to make contracts with the unions the latter should put themselves in a position to be pecuniarily responsible for carrying out such contracts.

THE DEMAND TO HAVE COAL WEIGHED.

The specific demand of the miners' union that where miners are paid by weight 2,240 pounds shall constitute the ton, represents an old, long-standing difficulty. The miners see little or no difficulty in adopting the system of payment by weight. They claim everywhere, and almost without exception, that they are systematically defrauded by the arbitrary action of the bosses—the men who determine how much deduction shall be made for impurities—and they especially complain that they are defrauded when paid by the wagon or carload. One manager stated during the present investigation that there is no end to the abuses of payment by the car. The testimony of foremen and managers is to the effect that these abuses should be done away with, the same as the abuses of the powder system, the truck system, and the company stores have been relegated to the past.

The miners also claim that the cars and the wagons constantly increase in size by various methods, but that they are paid no more

for a carload than before such increase, that cars must be loaded to a certain height above the rail, so that when they are received at the breakers they shall be full cars after the jolting and massing of the contents.

All these things irritate, and even if it should be shown that the complaints are, on the whole, ungrounded, they are as real to the men as if the proportions of the complaints were preserved. There is a very great deal of testimony upon these points which can not be very well controverted. Nevertheless, the difficulties which confront the operators are great.

Mr. Loomis, the superintendent of the coal-mining department of the Delaware, Lackawanna and Western Railroad Company, has discussed this question quite fully (see Appendix D). He says that his road, after long years of experience in the upper anthracite fields, evolved a system whereby coal from certain veins is paid for in accordance with the labor necessary to mine the coal in that specific vein. This system is based upon the cubic feet contained in the car used in the particular vein or mine. Some veins, being thicker, admit of a larger car being used than others, these being paid for accordingly. He argues that, assuming that the operators should concede the miners' demands to weigh all coal, the operators would necessarily have to use the present car prices, of which there are some twelve or fourteen different rates, as a basis to figure back from, and if figured properly the miner would be no better off than on the car basis, while the companies would be put to a great expense on account of scales, rearrangement of breakers, to say nothing of the troubles and controversies with committees in arriving at a ton price, the readjustment of all yardage prices, etc. He thinks that any readjustment would open the door to an endless amount of trouble and expense, while if the adjustment was fairly made the men would in no way be benefited by it. It is known that many of the men prefer to remain on the car basis. The legislature of Pennsylvania has attempted, through legislation, to settle this question of weighing.

Mr. Loomis also states that some of the miners claim that if the companies sell the coal by the ton they should pay for it by the ton. The operators' argument is that one is a measure of labor and the other a measure of material; that they do not buy the coal from the miner, but simply pay him for his labor, whereas, in turning the coal over to the dealer the operator sells it as his commodity.

When it is shown that a ton of coal, as it comes from the mines, contains a varying percentage of refuse, sometimes as high as 30 per cent, making it necessary to clean and prepare the coal before it is marketable, it is difficult to see the force of the argument why it should not be weighed and the miner paid for the work he does, or at least the operators share in the loss of his labor in mining impurities.

The operators do not hesitate to say that the miners' ton and the practice of loading rock and refuse into a car instead of prepared coal appear to be about as hard to explain to the public as was the powder question before that was settled, and that even if it were possible to make changes at the mines to admit of weighing coal, they feel that it would not be a wise thing to do. This may be true, but it should be remembered that the powder question has been settled, and there ought to be genius enough to settle the weighing question.

WAGES AND COST OF PRODUCTION

The remaining demand of the miners relates to compensation, the modified demand being a 10 per cent increase in the rates per ton to those men who perform contract work, and 10 per cent reduction in time to those who work by the day. The miners back this demand by the statement—and it has not been controverted—that after the increase which was granted in 1900 (on the face of it, 10 per cent, although in some instances it amounted to more) the prices of all commodities in the mining region were enhanced accordingly, or to at least as much as 9 per cent beyond what they were prior to the increase; that now (in 1902) the general rise, in provisions especially, makes it impossible, or at least exceedingly difficult, for them to live properly on the present wages.

At the close of the report made some months ago by Mr. Loomis (already referred to) for his road, the Delaware, Lackawanna and Western Railroad Company, there are some very interesting tables of wages. His last table is a summary for four districts operated by his road. He shows that the miners' monthly earnings are $66.48.

Mr. George F. Baer, president of the Reading companies, has submitted the following statement relative to the average daily earnings of 27,523 men and boys employed by the Philadelphia and Reading Coal and Iron Company last November:

AVERAGE DAILY EARNINGS OF 27,523 MEN AND BOYS EMPLOYED BY THE PHILADELPHIA AND READING COAL AND IRON COMPANY, NOVEMBER, 1901.

Wagons, miners	$2.293
Runs, miners	2.615
Robbing, miners	3.014
Miners' laborers	2.083
Day miners	2.322
Day laborers	1.937
Slate pickers:	
Men	1.200
Boys	.852
Car loaders	1.591
Laborers:	
First class	1.593
Second class	1.293

Drivers	$1.696
Loaders	1.947
Fan and door boys	.949
Timbermen	1.970

PHILADELPHIA, *May 14, 1902.*

Classifying the wages paid by the Philadelphia and Reading Coal and Iron Company as to inside labor and outside labor and total from January, 1902, to April, 1902, inclusive, Mr. Baer submits the following table:

AVERAGE DAILY WAGES EARNED BY EMPLOYEES OF THE PHILADELPHIA AND READING COAL AND IRON COMPANY FROM JANUARY, 1902, TO APRIL, 1902, INCLUSIVE.

Month.	Inside labor.			Outside labor.			Total.		
	Number of men.	Days worked.	Average per day.	Number of men.	Days worked.	Average per day.	Number of men.	Days worked.	Average per day.
January	15,976	18¾	$2.162	9,828	20¼	$1.478	25,804	19⅛	$1.890
February	16,518	17¾	2.164	9,752	20¼	1.481	26,270	18½	1.898
March	16,494	16¾	2.190	10,235	19½	1.484	26,729	18¾	1.896
April	16,631	19¼	2.199	10,198	20¼	1.455	26,829	19¾	1.906

PHILADELPHIA, *May 26, 1902.*

I have in my possession a very elaborate statement in detail of the cost of mining coal by the Philadelphia and Reading Coal and Iron Company for the month of November, 1901, made prior to the present strike. This statement thoroughly verifies the figures given in the above tables (see statement of Mr. Baer in Appendix E, pages 1206, 1207).

The reduction of time, which is included as a part of the demand for increase in compensation, is put forward by the miners on the ordinary arguments for the reduction of the length of the working day everywhere. Their work takes about two hundred days in the year; the remainder of the time they are idle unless they find something to do in the way of farming or occupation in other industrial lines. They claim that if the time per day should be reduced 20 per cent without loss of pay—that is, if they were employed eight hours a day on the basis of payment of the present ten-hour day—they would work something like two hundred and forty or two hundred and fifty days during the year; that this would increase their pay practically the same percentage, because there would be no reduction in the per diem; that they would be in better condition, because more constantly employed, less idle time resulting, and they believe that an increased output of coal would be the result. They are willing, however, to accept nine hours per day instead of eight, as originally demanded.

The operators meet this demand with the statement that they are able to market only about 60 per cent of the capacity of their mines; that their fixed charges have to be maintained throughout the whole year without reference to the amount of coal that can be marketed; that much of the machinery, the pumping, and the care of the mines go on for twenty-four hours each day; that the general superintendents

and the men who are paid by the month must all be maintained; that an increase of 20 per cent in wages would mean about 46 cents a ton increase, to which must be added the increased cost by reduction of output, while the general expenses are all going on. The latter are estimated at 14 cents, making the total addition per ton about 60 cents.

The total amount of wages paid in the anthracite coal fields last year is stated by the operators at about $66,000,000. The increase under the original demand would be $20,000,000, as estimated. (See statement of Mr. George F. Baer, president of the Reading companies, Appendix E.)

In respect to output Mr. Baer says (page 1210):

In 1900 we all felt that the only substantial grievance that the men had in our section was the fact that during the depressed times we were unable to run our collieries to their full capacity. It was not the basis of wages paid, but that we could not give them sufficient work. But for the last eighteen months the condition has been just the other way. We can not produce as much coal at our collieries as the market will take. They will not mine it for us. The condition of the whole anthracite trade has changed with the general demand for fuel all over the United States. It will not last long; a reaction is bound to come.

Mr. Loomis, already quoted (see Appendix D), says that the average hours contract miners worked per day for the four districts under the control of his road was five; that the average number of hours the breaker worked per day was seven and three-fourths, and it is claimed by operators generally that the contract miners do not work as many hours as the breaker runs, and hence that there is no ground for the demand for less hours.

The operators also claim that there are constant stoppages of work on account of various causes, such as picnics, excursions, and matters of that kind, and that the fixed charges have to go on during these various stoppages. They also submit that they can not comply with the demand for an increase in wages, whether this comes about through an advance in the pay per ton or a reduction in time (which is the same thing) of men paid by the day.

The Philadelphia and Reading Coal and Iron Company submits the following statement showing the cost of labor, material, general expenses, etc., from 1899 to April 30, 1902:

COMPARATIVE COST PER TON OF MINING COAL BY THE PHILADELPHIA AND READING COAL AND IRON COMPANY FOR THE FISCAL YEARS ENDING JUNE 30, 1899, 1900, AND 1901, AND FOR TEN MONTHS TO APRIL 30, 1902.

1899:	
Labor	$1.067
Material	.314
Cost in cars	1.381
General expenses	.208
Total cost	1.589

1900:	
Labor	$1.121
Material	.356
Cost in cars	1.477
General expenses	.190
Total cost	1.667
1901:	
Labor	1.263
Material	.365
Cost in cars	1.628
General expenses	.195
Total cost	1.823
To April 30, 1902:	
Labor	1.383
Material	.416
Cost in cars	1.799
General expenses	.192
Total cost	1.991

PHILADELPHIA, *May 23, 1902.*

This company submits also the following statement:

MONTHLY PERCENTAGE ABOVE BASIS ON SYSTEM OF WAGES FIXED ON A BASIS OF $2.50 PER TON FOR COAL AT PORT CARBON FROM OCTOBER, 1900, TO MAY, 1902, INCLUSIVE.

Month.	Percentage.	Month.	Percentage.
1900.		1901.	
October	15	October	14
November	16	November	19
December	16	December	15
1901.		1902.	
January	15	January	18
February	15	February	18
March	16	March	16
April	7	April	7
May	10	May	10
June	11		
July	14	Average above basis	14.6
August	17	Total production, during above period ..... tons..	13,085,667
September	20		

THE PHILADELPHIA AND READING COAL AND IRON COMPANY,
Philadelphia, June 2, 1902.

The above table is explained by Mr. Baer, in his statement filed as Appendix E, page 1205, in the following way:

Prior to the time of the strike in 1900 the basis of wages had been settled and proved satisfactory in the Schuylkill region and in the Lehigh region for a period of nearly thirty years. The wages were paid on a system of profit sharing. The basis was that when coal at Schuylkill Haven was worth $2.50 a ton the wages should be paid according to a scale then adopted; and that for each increase of 3

cents in the price of coal 1 per cent should be added to the miners' wages. For illustration: If a miner on the basis received $2 a ton and coal advanced to $2.24, the wages of the miner were increased 8 per cent, equivalent, on a $2 basis (which is merely an illustration), to 16 cents. To show you how that would work out if no change had been made in the wages in the strike of 1900: The men on the old basis of $2.50 a ton would have received in October 15 per cent advance; in November 16 per cent advance, and in December 16 per cent advance. In September, 1901, they would have received 20 per cent advance. In other months the percentage, being according to the price of coal, as in the summer months coal is lower, would fall, so that practically the 16 per cent advance made was no greater than they would have received under the sliding schedule.

The Scranton Coal Company and the Elk Hill Coal and Iron Company, which are operated jointly, report the distribution of the gross receipts for the year ending December 31, 1901, as follows:

	Per cent.
Paid for labor	57.71
Paid for supplies, material, repairs, renewals, etc	12.19
Paid for taxes, insurance, and royalty	8.71
Paid for general expenses	.92
Paid for fixed charges	21.17
Total	100.70

There is no charge included for depreciation, although the companies' fixed charges include a payment on the principal of the funded debt (virtually a sinking fund), based on the tonnage removed. No dividends were earned or paid on the stock of either of these companies. The excess of percentages over 100 represents the deficiency in earnings over charges.

PROFITS ON COAL MINING, AND PRODUCTION.

It is alleged by the miners that the profits on coal mining are sufficient to warrant the increase in wages as demanded by them. The preceding table as to cost of labor, material, etc., together with other data furnished, gives the opportunity to calculate the net receipts at the mines for the coal mined by the Reading companies, the total cost per ton, and the net profit. It is shown that in 1899 the total cost was $1.71 per ton; in 1900, $1.865; in 1901, $2.11; in 1902, $2.25. The net profits were, respectively, $0.13, $0.198, $0.287, and $0.259. These figures show that in spite of the increase of wages in 1900 there was an increase of the net profit per ton in that year, in 1901, and so far the present year.

In respect to profits, it is shown by Mr. Baer (Appendix E, pages 1207, 1208) that the balance sheet of the Reading Coal and Iron Company for the fiscal year ending June 30, 1901, shows that the company has invested, in round numbers, $87,000,000, this being actual investment, there

being no fictitious value or watered stock in it. He states that the company has 44 collieries, and that a modern colliery costs from $400,000 to $500,000; that the profit and loss for the year showed only $555,394, there being taken out of current expenses $413,000 (which was 5 cents per ton) for depreciation of land; that the latest balance sheet of the Lehigh and Wilkesbarre Company shows that the profit and loss of that company was only $239,804. Mr. Baer continues his statement as follows:

It is a fact that, taking the companies which are known as the principal coal companies—the Reading, Lehigh Valley, and Erie—neither of them has been enabled to pay dividends on stock for many years. It is commonly said that where the coal companies are owned by the railroad companies the loss in the coal companies is made up in the transportation. This is a great error. If you will take the history of the Reading Company, which has not paid a dividend in practically fifteen years, except within the last two years, when it has paid a dividend of 4 per cent on $28,000,000 of stock, you have this result. There is invested in the Reading Coal Company $85,000,000; in the Reading Railway Company and what is known as the Reading Company there is outstanding $140,000,000 of stock, making an investment, with the coal company assets, of $225,000,000. No dividends have been declared in the last fifteen years on this stock, with the exception of two years on the preferred stock, which amounts to $28,000,000. Taking the total earnings, without regard to dividends, of the Reading Company (which includes the railway company) and the coal company, the total earnings for last year were $2,663,087 before the payment of the Reading Company's dividend and the general mortgage sinking fund. So that, in point of fact, for many years these companies have not been able to earn dividends on their stock. What I have said of the Reading is true of the Lehigh Valley, and the same thing is practically true of the Erie, for which Mr. Thomas will speak. With my experience in operating the Reading Railway Company, I find that we have only been able to increase its revenue by increasing our merchandise, passenger, and miscellaneous traffic, and that just in proportion as we have been able to increase that traffic the financial affairs of the Reading Railway have improved, and not by reason of the coal business. You will see what I mean by that. In 1894 and 1895 the merchandise traffic of the Reading Railway was $6,400,000; last year it was $10,579,000.

Now, as a business proposition, it is absolutely impracticable to increase the cost of mining anthracite coal. Year by year, for reasons which we can not control, the cost will increase, and by the increased cost of the material we must use in the mines, and by deeper mining, which not only adds to the original cost of sinking shafts, but enormously to the cost of pumping and hoisting.

Reference should also be made to the statement of Mr. E. B. Thomas in the course of this investigation (see Appendix F).

The miners claim that the output of anthracite coal has increased largely under unionized conditions and since the settlement of 1900. In order to consider this claim intelligently, Dr. E. W. Parker, coal-

mining expert of the United States Geological Survey, has supplied me with some of the advance data for his report to the Government. These are shown in the following table:

PRODUCTION OF ANTHRACITE COAL IN THE UNITED STATES FROM 1897 TO 1901.

Year.	Production.	Value.	Average value per ton.	Number of employees.	Days worked.	Average tonnage per year per man.	Average tonnage per day per man.
	Tons.						
1897	46,974,715	$79,301,954	$1.85	149,557	150	314.0	2.090
1898	47,663,076	75,414,537	1.75	145,184	152	328.0	2.160
1899	53,944,647	88,142,130	1.80	139,608	173	386.4	2.230
1900	51,221,353	85,757,851	1.85	144,206	166	355.0	2.140
1901	60,242,560	112,504,020	2.05	145,309	196	414.6	2.115

The statement of the operators and that of the mining expert of the Survey are in accord as to the total production and the increase therein. The average value per ton in 1900 was $1.85 and in 1901 $2.05. The average tonnage per man per day showed no increase; on the other hand, it was lower in 1901 than it has been since 1897, it being, in 1898, 2.16; in 1899, 2.23; in 1900, 2.14; in 1901, 2.115. Therefore, while the average value per ton rose the average tonnage per day per man fell.

The foregoing statement as to the average tonnage per day per man is based on the total number of employees. It would be more accurate to give the coal production according to the total number of men employed underground. On this basis the average tonnage per man per day was, in 1897, 3.27; in 1898, 3.44; in 1899, 3.38; in 1900, 3.35; in 1901, 3.12.

The coal production per day according to the number of miners actually employed shows the same relative position. In 1897 it was 8.48; in 1898, 8.80; in 1899, 8.56; in 1900, 8.38; in 1901, 8.13.

The miners' contention that the output per man has increased is not sustained by the official figures, but when considering the average tonnage per man per year of the total number of men employed underground they have reason for their contention. In 1897 this average tonnage per man per year was 490; in 1898, 523; in 1899, 585; in 1900, 556; in 1901, 612. The average tonnage per miner per year was, for 1897, 1,272; 1898, 1,338; 1899, 1,481; 1900, 1,391; 1901, 1,594. In this latter respect, however, it should be remembered that the number of days varied, as shown in the table giving the production of anthracite coal from 1897 to 1901. The true basis is the average tonnage per day per man and not the average tonnage per year per man.

In this connection it is interesting to note that the anthracite coal trade, as a whole, was free from labor disturbances in 1901, and the output for the year showed an increase of 9,011,207 long tons, or more than 17 per cent, over 1900, when the product was curtailed by the

miners' strike in September and October. The average price at the collieries for the coal sold was at an advance of 25 cents per ton over 1900, and reached the highest figure attained since 1888.

During the past twenty years anthracite production has not kept pace with general industrial development. In 1880 the anthracite production represented 40 per cent of the total coal output of the United States. The percentage of anthracite of total coal production since 1880 has been as follows: 1881–1885, 34 per cent; 1886–1890, 32 per cent; 1891–1895, 30 per cent; 1896–1901, 24 per cent. Thus the percentage of anthracite of the total product has decreased since 1880 from 40 to 24 per cent. Comparing the production of 1901 with that of 1880, anthracite is shown to have increased about 135 per cent, while the bituminous product has increased about 425 per cent. These statements relative to production are taken from the Engineering and Mining Journal of June 7, 1902.

Mr. Baer (see Appendix E, pages 1208, 1209) makes the following statement bearing upon this point:

Forty per cent of the anthracite coal is sold in the market below the cost of mining. The reasons are that these coals compete with bituminous coal. The steamboat coal is used almost exclusively in pig-iron furnaces. Its price is regulated by the price of coke. Coke is a better fuel for smelting iron than anthracite, because it bears a heavier burden; and while formerly the furnaces of the Schuylkill region and the Lehigh region used anthracite coal exclusively, it is impossible to use anthracite fuel now alone, as the crushing weight of the material is so great that anthracite coal would become a compact mass, which will not let the blast through. Therefore anthracite coal is confined to low-stack furnaces or to high-stack furnaces where a certain percentage can be used. For instance, a company uses 40 per cent of anthracite to 60 per cent of bituminous. The rice and smaller sizes of coal, which would be waste, are sold as low as 41 cents per ton. The buckwheats and the peas run up until the highest price we get for those sizes is $1.65 for pea. That puts the whole burden of any advance price on 60 per cent of our production, which constitutes the domestic sizes. All other sizes must be sold in competition with bituminous coal, and they must be sold to enable us to take precedence over bituminous coal or they can not be sold at all. The other 60 per cent, which are known as the prepared and domestic sizes, must bear the raise in price, and it comes upon every workingman and everybody who uses coal, for primarily this coal is used for household purposes, not for manufacturing; and were we to increase the price of coal, then the cry would be that the coal barons are oppressing the poor.

QUESTION OF FREIGHTS.

It is often alleged by the miners—and the allegation has been repeated to me in this investigation by capitalists and others not interested now in the coal-mining business—that the operators, where they are also railroad corporations, are in the habit of charging, as a

part of the cost of their coal, an increased freight rate for the coal, thus adding to its cost and, in fact, keeping down the statement of profits of mining coal, carrying the profits to the traffic of their roads; that the freight rates thus charged for anthracite are higher than those for bituminous coal carried by the same roads.

It is clear from the statements of the operators appended hereto that they have been able to bring up their traffic business in some cases to such an extent as to avoid financial disaster to their respective roads. One president of a coal-operating railroad informed me that he was obliged some years ago to go into the coal-mining business in order to save his road, and I think this is the general impression. It is very difficult to ascertain the truth in the question, but I have been able to find out the difference in freight rates of bituminous and of anthracite coal.

The rate on bituminous coal from the Clearfield mines of the Philadelphia and Reading Railway Company is $1.40 f. o. b., Port Reading; on anthracite coal the rate is $1.55 f. o. b., Port Reading.

Some years ago the question was brought to the attention of the Interstate Commerce Commission by the suit of Coxe Bros. & Co. against the Lehigh Valley Railroad Company, the claim being made that the mileage rate should be the same. The operating roads maintain that there is no similarity between the transportation of anthracite coal and that of bituminous coal. The anthracite region is geographically a broken country. To reach the mines expensive lateral railroads are required, with very heavy grades. Not only is the construction and maintenance of these roads costly, but, by reason of the grades, their operation is expensive.

Again, it is claimed that the distribution of anthracite and of bituminous coal is essentially different, bituminous coal being, as a rule, sold in large quantities to manufacturers and to the steamship trade. The contracts usually cover a year's delivery, thus enabling the transportation companies to send full train loads to one shipping point or consignee, the cars being unloaded at once and returned to the mines promptly.

On the other hand, it is claimed that anthracite coal is generally used for domestic purposes, one train load containing six or seven different sizes of coal consigned to many different parties. This distinction in the sizes of coal, and also in the quality, is exceptional to the anthracite trade. Bituminous coal is practically of the same quality. These conditions involve not only the detention of the cars but a vast amount of shifting, so that the detention of anthracite-coal cars at the points of destination is much greater than that of cars used in the bituminous coal trade. By way of illustration, as it has been pointed out to me, there are in the city of Philadelphia 300 miles of track owned by the Philadelphia and Reading Railway Company, together

with 50 freight stations and a large number of coal yards. To reach these points of distribution there must be much shifting. Sometimes only one or two cars are taken out of a train for each yard, and as the size and quality (a) of the coal vary, the expense in this constant shifting is claimed to be very heavy.

These conditions apply to the shipping ports, where the coal companies are compelled to keep coal standing in cars to be shifted out from time to time according to the orders of the shippers. At some of the very large ports, such as Port Richmond, the Reading people endeavor to overcome this difficulty by storing, when possible, large quantities of special sizes; but this method, it is claimed, subjects the company to the necessity of picking it up and reloading it, which, of course, is expensive.

It is also claimed—and I believe conceded by all—that the haul on bituminous coal is longer than that on anthracite coal, and that when once coal is loaded on cars and full trains are obtained the cost of a longer haul of, say, 50 miles or more is relatively a small additional expense; that a full train can be transported a long distance much cheaper than miscellaneous traffic can be, where trains must be broken from time to time. These are the justifications for a less rate on bituminous for a long haul than on anthracite coal for a short haul.

The expense of producing coal, profits, transportation questions, and some other matters of great value and interest to this whole subject are shown in the letter of Mr. David Willcox, vice-president and general counsel of the Delaware and Hudson Company, attached hereto as Appendix G.

GENERAL CONSIDERATIONS.

Much evidence has been offered to show the general condition of miners, their complaints and grievances, and the complaints and grievances of the operators. In a critical sense, these have all been referred to above, and the various appendixes give them more fully. It is very clearly shown by the evidence that the miners have done something in the way of securing discipline, although they have disappointed the operators in such attempts. The miners claim that they have forced their members to accept discharge whenever they were wrong, and have ordered men back to work when the strike was not authorized by the labor union; that when the officers of the union have been able to see the manager of a company concerning any case and have been allowed to confer, they have almost invariably been able to arrive at an adjustment of the difficulty, but that where the manager

(a) In the coal business "quality" means different kinds of coal, such as "red ash," "white ash," and "free burning." The product of nearly every colliery varies more or less. Many consumers require coal from a particular colliery.

refused to deal with the representatives of the union there was no choice but to pass upon the matter according to the evidence of one side only, such evidence being taken as conclusive, and the officers being obliged to decide in favor of the men, who have preferred a wish not to work under existing conditions.

This, it is claimed, injures the corporations, because the results have not been based upon full evidence. The miners feel that the corporations, when they refuse to recognize the right of the unions to represent the men in adjusting any difficulty, can not deny that the officers have the power to decide whether or not the employees shall strike. They also state that if the operators will make an agreement with them they will carry it out as far as it lies in their power to do so, but that without an agreement they are all the time quibbling as to conditions under which miners shall work. They feel that an agreement in writing will protect the corporations from unjust strikes, if they really desire such protection. The way it appears to the average workman is that the operators do not want an agreement that will bind them and prevent them from following their usual course.

On the other hand, the operators contend that no such agreement would have any binding effect upon the miners, and that it is ridiculous and foolish to undertake to make one; that they are interfered with constantly in their efforts to preserve order and good discipline.

All this shows, and proves clearly, that there is no confidence existing between the employees and their employers, and that suspicion lurks in the minds of everyone and distrust in every action on either side.

It is represented to me by reputable parties who have no interest in the mining business one way or the other that the chief difficulty lies in lack of organization. This is shown by the existence of many practices in the management of coal mines which appear to be unwise, unfair, and calculated to work hardship. There are many prosperous miners in the coal region, and of course there is also, as in every industry, great destitution. The whole problem is an extremely complex one, and involves many practices that have been built up through long years. The mine owners too often have regarded the average miner as unreasonable, and likely to be unruly when occasion offered. The miner has come to regard the average owner as greedy and ready to do anything which will take advantage of him. Long-continued conditions on this basis of suspicion make the question one of great difficulty.

It would seem reasonable that if the men should be sure of steady work, or fairly steady work, they could well afford, perhaps, to take less wages, or even to continue on the present basis of payment. It is insisted by many that eight hours a day for six days in the week at less wages than they are now receiving would make the miners as prosperous a class of workmen as can be found in the United States.

Some of the miners have testified that if they can be paid by honest weight they do not care anything about the increase of wages. They say they would rather work nine hours a day with a decreased wage than on the old basis.

So there are all sorts of conflicting statements from both sides. Nevertheless, considering all the testimony that has been offered, and weighing it as carefully and as impartially as I can, and listening to the statements of operators, miners, capitalists, bankers, students, and others—to all of whom I am grateful for their generous assistance—I can not help feeling that there are certain suggestions that are reasonable and just in the premises.

SUGGESTIONS THAT SEEM REASONABLE AND JUST.

1. That the anthracite employees should organize an anthracite coal miners' union, in its autonomy to be independent of the United Mine Workers of America. The new union might, of course, be affiliated with the United Mine Workers and the American Federation of Labor, but in the conduct of all the affairs relating to the anthracite coal regions the new union should preserve its own autonomy and be financially responsible for its agreements.

2. That, considering all the facts relative to production, cost of coal at the mines, profits, freight traffic, etc., it would be reasonable and just for the operators to concede at once a nine-hour day, but that this should be done for the period of six months as an experiment, in order to test the influence on production, with the guaranty that if production is not materially reduced thereby the agreement shall be made for a more permanent reduction of time.

3. That under a new organization consisting of anthracite employees there shall be organized a joint committee on conciliation, composed of representatives of the operators and of the new union, to which all grievances as they arise shall be referred for investigation, and that when two-thirds of the committee reach a decision that decision shall be final and binding upon both parties. (For practical illustration see Appendix H—"Contract of bituminous coal miners and operators.")

4. That the first duty of such joint board of conciliation shall be to enter upon a thorough examination and investigation of all conditions relative to mining anthracite coal, to question of weighing, to discipline, to wage scales, and to all matters that now form the burden of the complaints and grievances of both operators and miners, such investigation or examination to be made through the employment of experts to be selected by the joint committee, the results of such investigation not to be considered in the nature of an award of a board of arbitration, but as verified information on which future contracts can be made.

5. That whenever practicable and where mining is paid for by the ton, and until the joint committee referred to shall have made its report, coal shall be paid for by the ton and be weighed by two inspectors, one representing the operators and one representing the men, each side to pay its own inspector.

6. That there shall be no interference with nonunion men.

7. That whenever practicable collective bargains shall be made relative to wages, time, and other conditions, under rules to be established by the joint committee referred to.

The proposition has been made that with the experience of the past the operators, in agreement with the miners, might establish a uniform or fixed percentage of deduction from all coal mined as representing, on the average, the impurities, the result of which would be that every miner would know that a certain fixed percentage is to be deducted from the coal mined without reference to its purity; that such a rule, while it would be unfair and absurd in some cases, would be generous in others, and thus an understanding reached which would avoid all the irritations which now accompany the subject of weighing and the deduction for impurities. The question is full of difficulties, and it may not be possible to crystallize the proposition into a fixed rule; but it may be worth consideration by a joint committee such as has been suggested.

The conclusions stated above, Mr. President, seem to me, in the light of all the evidence that has been furnished me, to be reasonable and just, and should they be adopted, with some modifications, perhaps, here and there, they would lead to a more peaceful and satisfactory condition in the anthracite coal regions. They may not lead, even if adopted fully, to perfect peace nor to the millennium, but I believe they will help to allay irritation and reach the day when the anthracite coal regions shall be governed systematically and in accordance with greater justice and higher moral principles than now generally prevail on either side.

I am, Mr. President, very respectfully, your obedient servant,

CARROLL D. WRIGHT, *Commissioner.*

The PRESIDENT.

APPENDIX A.—STATEMENT OF THE DELAWARE AND HUDSON COMPANY SHOWING POSITION OF THE OPERATORS, SEPTEMBER, 1900.

[Draft—not completed or published.]

The following statement of the facts regarding the present labor disturbance in the collieries of this company has been prepared for the information of parties interested:

The present strike in the Wyoming anthracite coal region, where the collieries of this company are situated, is caused solely by the demands

of an association calling itself the United Mine Workers of America. This association has never been known in the anthracite regions until the last few months. It is an organization of bituminous coal workers which has recently had considerable success in raising wages paid to such workers and consequently prices charged to the public for such coal. Very recently its organizers came into the anthracite regions, where there were no expressions of discontent, and stirred up the present strike, with the purpose of securing to this association control of the entire coal business of the country, with the resulting power and profit.

The ostensible ground of the strike is failure by the producers to comply with a demand on the part of the United Mine Workers that there shall be an advance in the scale of prices which has been in force since before 1880, with the slight changes which will be stated below. The Mine Workers have, it is true, alleged some other grievances, but it will be shown later that they are without merit and have no application to this company.

In order to insure safety in its handling and also the use of a quality suitable for work the practice has been for the miners to buy their powder from the mine owners. The price at which the powder shall be charged to the miners is therefore necessarily an element in fixing the amount to be paid to them. What is known as the sliding-scale method of fixing wages—namely, relatively to the price of coal per ton—has never prevailed in the Wyoming region, and the Mine Workers now demand that it be abolished everywhere. The wages paid by this company have always been a fixed sum per mine ton or carload of coal mined, without regard to fluctuations in the price of coal. The amount of this mine ton was originally fixed at an amount which it was found would produce 2,240 pounds of merchantable coal above the pea or three-quarter inch size. It has been somewhat reduced as the smaller sizes have become merchantable, thus somewhat decreasing the amount of coal to be produced by the miner as the unit of payment. When payment is made by the carload this mine ton is the basis—the payment for the carload is regulated by the number of mine tons which it contains.

If the coal which the miner sends out of the mine contains more than an average amount of slate or other stone a corresponding deduction is made from the gross weight. If this were not done the mine owner would be compelled to pay the same for mining unmerchantable stone as merchantable coal. The amounts thus "docked," as it is called, are determined by experienced men who have no object in committing injustice. Any complaints regarding their decisions in individual instances always receive prompt attention. The amounts thus deducted from the gross weight of the coal are not considerable in the aggregate. In 1899 they amounted to less than 3 per cent, namely 2.79 per cent of the coal mined.

The present scale of wages has prevailed, with very slight changes, since before 1880. The basis was originally the rate to be paid for the top vein at Carbondale, which now stands at 67 cents. All other mining work is arranged by variations in that rate proportioned to the difficulty of the mining. The scale is therefore complicated and varies with the different veins and the different collieries according to the character of the work. The average result is shown hereafter. In addition to extracting the coal, payment is made to the miners at fixed rates for different kinds of development work. As already stated, the price of powder was a necessary part of the scale of wages and at the beginning of 1880 it was fixed at $2.75 per keg. In 1889 the question of reducing the price of powder and readjusting wages accordingly—as has been done in the Schuylkill region—was submitted to a vote of the miners and was decided in the negative. In 1893 there was a slight increase in the rate of wages. Substantially the same scale of wages has therefore prevailed since 1880. The variations in the cost of powder to the company have had no effect upon the wages paid. They have constantly remained the same. The fact that this scale of wages has continued in force so long without disturbance indicates that it is not unfair to the miners.

It is well known that the price of living was considerably greater when this scale of wages was fixed than at the present time, so that the purchasing power of the wages was less than at present. A careful examination shows that the price of living is less at present than it has averaged during the past ten years. On the other hand, the profit realized from the business was greater when the scale of wages was fixed, because the price of coal was higher in 1880 than it has been since 1881. For example, the average price at tide water for all sizes in 1880 was $3.73; since that time it has declined, reaching as low figures as $2.71 in 1898; at present it is $2.80 per ton, almost $1 less than it was when the scale of wages was fixed. At the same time the cost of mining has increased by reason of the exhaustion of the upper and larger veins and the consequent necessity of working lower and smaller veins, requiring more extensive machinery for hoisting and pumping and the payment of higher wages relatively to the amount of coal produced. The rates of royalty paid upon leased coal lands, also, have increased, and latterly there has been a considerable rise in the price of materials. The fact that the cost of powder to the company has fallen has somewhat offset those charges. But the effect of these conditions is likely to continue and increase.

During all this time, since 1880, wages have never been reduced, but, as already said, have constantly continued the same. A very thorough examination was made regarding wages for the year 1899 in the Wyoming region generally, and it was found that the average daily net earnings of the miners had been $2.85; that 80 per cent of the miners

employed by this company had earned more than $500 net during the year, and that the average for all was considerably above that sum. This is over and above payments for powder and the estimated amount paid by miners to laborers employed by them to load the cars. The employment of these laborers arises from the fact that the miners do not load the cars themselves. When working at full time the miner does not remain underground more than six to seven hours, and his laborer loads the coal which the miner has blasted down in that time. The wages thus earned were quite as high as the wages paid to similar classes of labor, and were higher than the average earnings of the wage-earners of the country engaged in manufacturing, which average was placed by the last census at $445. As regards labor other than the miners, the wages vary considerably with the character of the work and of the laborers. The company has always paid the full current rates. At present the wages paid to ordinary unskilled laborers are $1.69 per day.

During the present year employment has been more steady and the aggregate of wages paid larger than usual. One of the present active members of the Mine Workers' Union, who has been in the employment of this company, has earned daily wages during the eight months of the present year of $3.96 and an aggregate of $812.62 over and above all expenses. His dockage amounted to but sixty-eight one-hundredths of 1 per cent of the coal which he mined. The pay rolls of the company for last August, covering all its collieries, show that the average rate of net daily earnings of the miners was $2.61; the average number of days worked was 17¼, and the average net earnings during the month were $45.01.

The profits of the company's business generally are no greater now than when the scale of wages was fixed in 1880. On the contrary, during the five years 1880–1884 the average net earnings were 8.65 per cent upon the capital, while during the five years 1895–1899 they were but 6.55 per cent. While wages have been thus constant, business conditions have compelled the company to reduce, and at times to pass, its dividends. Its present rate of dividend is 5 per cent, making the total payment on that account $1,750,000, while it pays out annually in wages of all kinds about $10,500,000.

Under these conditions the United Mine Workers demand an increase in the wages, which, as already stated, have prevailed for twenty years past. The increase is demanded upon every species of work connected with mining, and its result would amount to an increase of about 70 per cent over the present rates. In the case of this company, it annually pays out in wages at the mines about $5,000,000, so that the increase demanded would be $3,500,000, or 10 per cent upon the company's capital stock and considerably more than its present earnings. Capitalized at 5 per cent, the company's dividend rate, this

would amount to $70,000,000, or twice the capital of the company. It will be seen that such a demand as this can not safely be submitted to arbitration, but must be met by those who are charged with responsibility for the company's property. The result of compliance therewith would necessarily be not only to absorb more than the company's net earnings, but also to greatly raise the price of coal to the public.

In justification of this startling demand the Mine Workers allege increase in cost of living and increase in the price of coal and excessive profits realized from the business. These assertions are made generally without the support of any facts or figures. It has already been shown that there is nothing in the claim regarding the cost of living; that the price of coal has fallen, and that the profits of the business are very moderate. The Mine Workers also rely upon an increase in wages in the bituminous coal regions. The facts are that in those regions the miners' wages were reduced during periods of commercial depression and have recently been approximately restored, but in general are not yet equal to those paid in the anthracite regions. Inasmuch as there has never been any reduction in the anthracite regions, the suggestion is without force.

The matter of the charge for powder upon which so much stress is laid has been already explained. It has always been an element in the rate of wages. The Mine Workers urge that the price of powder shall be reduced from $2.75 to $1.50 per keg, making a difference of $1.25 upon each keg. As a keg of powder is on an average sufficient for 15 tons of coal, this would mean an advance of 8⅓ cents paid to the miner upon each ton of coal; cost of production would be increased by that amount. This must therefore be regarded as merely an element in the general demand for increased wages. The so-called matter of dockage has been already explained. In that connection it should be said that the Mine Workers demand that wages shall be based not upon a ton of merchantable coal but upon a ton sent out by the miner, irrespective of whether it is coal or refuse, and subject to no deduction or "dockage" save by agreement between a representative of the company and an independent representative of the miners. This, of course, is another element in the demand for increased wages. Such a system would impose upon the mine owner, in the absence of an agreement to deduction by the miners' representative, the obligation to pay for whatever worthless rubbish might be loaded into the cars.

One very significant feature of the United Mine Workers' demand is that there shall be no favoritism, and "that no miner shall at any time have more than one breast, gangway, or working place, and shall not get more than an equal share of cars for work." The object of this is, of course, to place all miners on an equality; the skillful and the unskilled are to be treated alike.

The United Mine Workers demand that the company store and the company doctor shall be abolished. This company has had no such features, certainly for the last thirty years; there are very few such stores anywhere in the region, and it is optional with the miners whether to deal with them. These suggestions are therefore misleading generally and, so far as this company is concerned, are wholly without application. The Mine Workers demand also compliance with the State law providing that all industrial concerns shall pay their employees semimonthly, and in cash. This company always pays its employees in cash. Payment is made monthly, on precisely the same day in the month at each colliery. The miners have never expressed a desire for semimonthly payments, but, on the contrary, have frequently requested that the monthly system be continued. Inasmuch as the amount paid out in wages at the collieries is very large, aggregating over $400,000 per month, the monthly system is more convenient, and has been continued in the absence of any objection upon the part of the miners or any request upon their part that the semimonthly system be adopted.

The company has received no communications whatever from its own employees with reference to the matters of which the United Mine Workers complain. Within the last month it received two printed circulars suggesting numerous changes in the direction of increase of wages, the effect of which has already been stated, signed by individuals unknown to it, and not even stating what official position, if any, they claimed to hold among the Mine Workers. The foregoing facts show that it was not practicable to yield to such demands. Upon September 12, 1900, at 4.42 p. m., it received a telegram from Indianapolis, Ind., signed "John Mitchell, president; W. B. Wilson, secretary and treasurer United Mine Workers of America," proposing that "the whole question of wages and conditions in the anthracite coal fields be submitted to arbitration." A communication from Mr. Mitchell to the newspapers states that forty-eight minutes afterwards—namely, at 5.30 p. m. of that day—the present strike was ordered. The company always confers with its own employees, either individually or collectively, and in whatever branch of its service, with reference to any suggestions which they desire to make. This it expects to continue to do, but it has had no such opportunity so far as concerns the matters now involved. So far as it is aware, its employees have for the most part been deterred from work not by any dissatisfaction regarding the scale of wages, but by indisposition to be subjected to the abuse and ill-treatment to which an independent stand in the matter would expose them.

In conclusion it may be said that the company has for the past twenty years paid to its employees at the collieries wages which have never varied with the fluctuations in its business; which compare

favorably with wages paid for similar labor, and which have been mutually satisfactory. In these circumstances, the United Mine Workers, an association originating elsewhere and in a different industry, have come in to arouse discontent by putting forth demands which have no warrant in present business conditions and which are so extravagant that it would be ruinous to grant them. While the Mine Workers are permitted to combine to raise the cost of production, the mine owners are prohibited by law from combining to raise the price of the product accordingly. The object of the Mine Workers is to obtain control of the entire coal production of the country. The present onslaught upon a great industry where those concerned were all at peace is but a slight indication of what would follow from such a gigantic combination of power. No organization in the country would approach in power one having absolute control over its fuel supply, and none could be so destructive of its industrial independence and prosperity.

APPENDIX B.—CORRESPONDENCE BETWEEN MR. JOHN MITCHELL, PRESIDENT OF THE UNITED MINE WORKERS OF AMERICA, AND MR. OLYPHANT, PRESIDENT OF THE DELAWARE AND HUDSON COMPANY, RELATIVE TO PROPOSED CONFERENCE IN MARCH, 1901.

OFFICE OF THE PRESIDENT,
THE DELAWARE AND HUDSON COMPANY,
New York, March 6, 1901.

JOHN MITCHELL, Esq.,
President United Mine Workers of America,
Indianapolis, Ind.

DEAR SIR: Upon February 15, 1901, I received a telegram from yourself reading as follows:

"Would you kindly wire if your company will participate in a joint conference with anthracite miners during the month of March for the purpose of agreeing upon scale of wages for period which would be mutually agreeable to operators and miners? A reply would oblige."

Upon the next day I answered said telegram as follows:

"I understood that matter of wages was satisfactorily adjusted last October, and we have no present intention of departing from the arrangements then made. I therefore see no object in the conference which you suggest, even if that method of procedure were desirable, which seems very doubtful."

I am now in receipt of a letter from yourself dated February 26, 1901, stating that it is addressed to me "for the purpose of inviting your company to be represented at a joint conference of mine workers and mine owners which has been called to meet at Hazleton, Pa.,

on March 15." You do not state by whom this *joint* conference has been called, and I am unable to learn of any mine owners who have participated in calling the same. My dispatch above set forth indicated that, so far as this company was concerned, I did not deem it necessary or desirable to call such a conference.

As the result of the strike of last October wages were increased 10 per cent, and in connection therewith the price of powder was reduced, and these arrangements were accepted as satisfactory. This company has no intention of departing from them. It therefore seems unnecessary to have a conference for the purpose of limiting their duration to "a definite and specified length of time," as you suggest in your letter. As regards the grievances concerning other matters, which at the time of the strike were asserted to exist, they were in great part without application to the business of the company and seemed to be based upon a lack of familiarity therewith. So far as they had such application they have been taken up by the company with its own employees and adjusted with them in such manner as the best interests of all concerned seemed to render practicable. This has been in accordance with the constant practice of the company to confer with its own employees and make every possible effort to meet their views regarding questions affecting its business.

I note the favorable views which you express in regard to the character and effect of your organization and have given them the consideration which your letter requests, but do not think it would be useful to enter into a discussion as to whether they are well founded. Such expressions of opinion as I have heard from bituminous operators lead me to think that your views are not shared by the other parties to the "annual agreements" of which you speak. As regards our own experience, since the general strike of last October was settled by an arrangement which was understood to be generally satisfactory certainly local strikes have been more numerous than before.

I note also the statement that your motive is "of obtaining fair wages and equitable conditions of employment for mine employees, as well as reasonable profits for those who have their money invested in coal properties." These are, of course, the fundamental results to the accomplishment of which have always been directed the efforts and the ability both of those who are employed in the business of this company and of those who have the property intrusted to their care. They are worked out by constant conference among the employees and officers of every kind. It does not seem that the interests of the employees have suffered. During the year 1900 this company paid out in wages of all kinds about $10,500,000, while it distributed among its stockholders $1,750,000. These payments on each account will probably be larger during the present year.

This is the method of conducting the affairs of the company which is

contemplated and established by the law. As at present advised, I question whether it would be improved by entering into arrangements which do not have the legal quality of agreements or contracts as you describe them, and the terms of which would be settled by parties having little acquaintance with the mining operations of this company and practically none with its affairs generally. I think that experience has shown that conferences such as you suggest are apt to lead to excessive demands, based largely upon failure to appreciate the complicated facts and relations which go to make up any large industry; that the excitement which they produce renders recession from such demands very difficult; that disturbances are apt to follow which are injurious to the properties concerned, but are peculiarly unfortunate in their effects upon the employees and upon the public, which not infrequently is the greatest sufferer; that after such disturbances have passed away, if the losses which they have caused be compared with the results which have been accomplished it will be found that they have been of little or no advantage, and that any readjustments which have resulted have no binding or continuing force, but, like the conduct of the industry generally, are necessarily controlled by the general laws, compliance with which can alone make any business successful.

I have written thus at length because I desired to answer your letter in the spirit in which it was written, and to indicate why I answered your dispatch with the statement that I did not deem the general conference suggested to be desirable, and now that, as you say, it has nevertheless been called, why it does not seem to me judicious or proper to take part therein. So far as concerns conferences with its own employees in any branch of its service regarding questions of mutual concern, I may again say that the officers of the company are and will be at all times ready and willing therefor.

Yours, very truly,

———— ————,
President.

APPENDIX C.—CORRESPONDENCE BETWEEN UNITED MINE WORKERS OF AMERICA AND OPERATORS; LETTERS AND TELEGRAMS; OPERATORS' CLAIMS.

The United Mine Workers of America, with headquarters at Indianapolis, Ind., was an organization of bituminous coal miners. About 1899 they sent emissaries into the anthracite coal fields, and began the organization of the anthracite coal miners.

In 1900 they felt themselves strong enough to inaugurate a strike. The strike was settled by the operators agreeing to make a 10 per cent advance in wages. This agreement abolished the sliding scale,

which had worked satisfactorily in the Schuylkill and Lehigh regions for many years. Under this sliding scale the wages of the miners were regulated by the market price of coal.

In April, 1901, the operators agreed to continue the advanced rate of wages until April, 1902.

Under date of February 14, 1902, the United Mine Workers of America, in a letter dated Indianapolis, Ind., invited the representatives of the railroads and coal companies operating in the anthracite districts of Pennsylvania to "a joint conference of operators and miners on March 12, at Scranton, Pa., the object of the conference to be the formation of a wage scale for the year beginning April 1, 1902, and ending March 31, 1903."

The presidents of the various coal companies promptly replied to this letter. The replies were all addressed to John Mitchell, president, and others, at Indianapolis, and are as follows:

MR. BAER'S LETTER.

PHILADELPHIA, *February 18, 1902.*

GENTLEMEN: I beg to acknowledge the receipt of your favor of February 14, from Indianapolis, inviting this company to be represented at a joint conference of operators and miners on March 12, the object of the conference to be the formation of a wage scale for the year beginning April 1, 1902, and ending March 31, 1903, and in which you express the hope "that the methods employed by the miners' organization in adjusting the wage scale in all districts where it is recognized and contracted with will commend themselves to us."

In the judgment of the companies I represent it is impracticable to form a wage scale for the whole anthracite region. The mining of anthracite coal is entirely different from that of bituminous coal. How far success has attended your organization in creating a uniform scale of wages in the bituminous regions satisfactory to all the interests concerned is a question which it is not necessary to discuss, but the dissimilarity between anthracite and bituminous mining is so great that it does not follow that any success attending the creation of a uniform wage scale in the bituminous region could be repeated in the anthracite fields. Each colliery in the anthracite regions, by reason of the peculiar nature of the veins, their pitch, water conditions, depth, and quality of coal, and its accompanying impurities (which vary in each colliery, sometimes amounting to 2 tons of refuse to 1 ton of merchantable coal), is a problem by itself, and it is not possible to create a scale of wages covering the whole anthracite field which will be just to the operators and to the mine workers.

The distinction between the bituminous and anthracite mines is recognized in the Pennsylvania laws regulating mining, which have

been enacted primarily at the solicitation of the mine workers. Special laws are created for each. In the anthracite field a bituminous coal miner can not be employed, no matter what his skill. The act of 1889 in express terms requires an examination of all persons who desire to be employed as miners in their respective districts in the anthracite regions, and only when such person has received a certificate from the examining board can he be employed as a miner. The law made an exception in favor of the persons employed in an anthracite mine at the time of the passage of the act, and so drastic is this legislation that every person applying for a certificate entitling him to be employed as a miner is required to produce evidence of having had "not less than two years' practical experience as a mine laborer"—that is, a mine laborer in the anthracite fields.

This company does not favor the plan of having its relations with the miners disturbed every year. The proposition to unsettle all the labor conditions of the various anthracite districts each year by holding a conference between persons who are not interested in anthracite mining and can not have the technical knowledge of the varying conditions at each colliery, is so unbusinesslike that no one charged with the grave responsibility of conducting industrial enterprises can safely give countenance to it.

We will always receive and consider every application of the men in our employ. We will endeavor to correct every abuse, to right every wrong, to deal justly and fairly with them, and to give to every man a fair compensation for the work he performs. Beyond this we can not go.

The experience in the past year has not been satisfactory. There can not be two masters in the management of business. The objection to your proposition is not alone the impracticability of forming a uniform scale of wages, but it is to the divided allegiance it creates. Discipline is essential in the conduct of all business. It is of vital importance in mining operations, where the disobedience of one man may endanger the lives of hundreds of his fellow-workmen. You can not have discipline when the employee disregards and disobeys the reasonable orders and directions in the conduct of business of his superior officer, relying upon some outside power to sustain him. Two or three unreasonable men can, because of this divided allegiance, stop the operations of a colliery in the belief that their organization will support them, whether right or wrong.

Your organizations have no power to enforce their decrees, and thereby insure discipline, and we have no power to maintain discipline except the power to discharge. The moment we exercise this power we would be subjected to an inquisitorial and ineffective supervision, without any certainty as to how or when it will be possible to reach a righteous decision or to enforce that decision when reached.

A careful analysis of the results of last year's operations shows that the efficiency of our own mines has decreased 1,000,000 tons, because the contract miners have worked only four and one-half to six hours a day. The number of tons produced by each miner has decreased from 11 to 17 per cent. The average shows a decrease of about 12½ per cent. This has added an increased burden on the company and a loss of wages to the workers.

With no disposition to interfere with labor organizations in all honest efforts to better the welfare and condition of the working classes, we respectfully decline to join in any conference for the formation of a wage scale for the next year.

Yours, truly, GEO. F. BAER,
President.

MR. TRUESDALE'S LETTER.

NEW YORK, *February 18, 1902.*

DEAR SIRS: This will acknowledge receipt of your communication of the 14th instant, asking this company to be represented at a joint conference of operators and miners to be held on March 12, at Scranton, Pa.

In reply, beg to state that it is not the present intention of this company to be represented at such conference, if held.

The policy and practice of this company is, and always has been, to deal directly with all classes of its employees through committees or other representatives of them duly accredited as such and also in the employ of the company, on all questions concerning wages, hours of service, and other conditions pertaining to their employment.

No good or convincing reason has ever been given, nor does the management of this company conceive of any that can be, why the employees in or about its mines should ask to have their wage matters singled out and handled in the radically different way suggested from that fixed by the company in dealing with all other classes of its employees.

The situation and conditions vary so widely as respects the mining of anthracite coal in the different fields, the several districts of each field, in the different mines in each district, and in the numerous veins of coal in each mine that it has been found necessary during the years of experience in mining anthracite coal to establish a great variety of rates of wages and allowances of different kinds in order to adjust the wages equitably as between men working under these varying conditions.

It must be manifest, therefore, to anyone familiar with these conditions and the practice that has grown up under them, that it is entirely impracticable to adjust these wage questions in the anthracite regions in any general convention or mass meeting composed of all the

mine owners in the anthracite fields and representatives of all their employees, or in any other manner than as heretofore, i. e., direct between employer and employee.

As far as we are at present advised by any of our men working in or about our mines, they are well satisfied with their present rates of wages, their hours of work, and the general conditions under which they perform their work for us. They are prosperous, contented, and we believe recognize that they have been fairly and equitably dealt with on all questions that have been brought to the attention of the management by representatives acting in their behalf.

This company must therefore decline to depart from its settled policy in dealing with its employees, and put itself in a position with respect to its mine employees where it may at any time involve itself in the troubles or misunderstandings of other anthracite mine owners who may not deal with their employees in the same broad, liberal spirit as has always characterized the transactions of this company with its employees in every department.

Respectfully,

W. H. TRUESDALE,
President.

MR. THOMAS'S LETTER.

NEW YORK, *February 20, 1902.*

DEAR SIRS: Acknowledging the receipt of your favor of the 13th, requesting our presence at a conference of operators and members of your association at Scranton on March 12, and referring further to statements in your letter, two of which should be promptly corrected, viz:

You state that "As the time is approaching when the verbal contract entered into between you, representing the coal operators, and the committee representing the anthracite mine workers will expire, and believing it to be of mutual advantage to all parties at interest to preserve harmonious business relations and industrial tranquillity by, if possible, more fully determining the wages which should be paid and the conditions of employment which should obtain in the anthracite field, we have been delegated by the representatives of the anthracite mine workers to write you and the presidents of other coal-carrying railroads with the purpose in view of ascertaining if you would join us in arranging a conference of the representatives of the anthracite coal interests and representatives of the mine workers, to discuss and agree upon a scale of wages for the year beginning April 1, 1902, and ending March 31, 1903."

If you will recall what passed at the interview between you and me last year, you can not fail to recollect that no contract was entered into, as well as my distinct, positive, and unequivocal statement to the effect that I represented no interests whatever other than those con-

trolled by the Erie Company, and that I did not represent nor assume to act for other than the coal companies controlled by the Erie. That other companies did finally take similar action to the Erie, and continue the rate of wages then in effect, is quite true, but that I entered into any arrangement with you to that effect is incorrect.

You further state that "You will, no doubt, recall that during our last conference the hope was held out by you that, if conditions in the anthracite field permitted, there was a probability of the representatives of the mine owners considering favorably our proposition for a general joint conference."

Recalling what passed at that interview and your claim at that time to the recognition for which you are now asking, I distinctly stated that confidence was a plant of very slow growth, and it was not to be expected that an association such as you represented could assume to at once enjoy that confidence and respect upon which all business understandings must necessarily be based; that if longer and more intimate knowledge of the workings of your association should show that it was entitled to such confidence, that would be a matter for future consideration.

With this in mind, we have, during the past year, carefully observed the workings in the anthracite field of your association, which claims to control and number in its membership a large majority of the anthracite miners.

I regret to say that the result of these observations and the experiences of the companies which I represent has not led to the conclusion that a conference and the inauguration of the methods you now propose would be at all beneficial to either our companies or the employees. So far, the apparent effect of your association has been that at no time during the last twenty years has a greater spirit of unrest and agitation prevailed among the anthracite miners than has existed during the past year. Notwithstanding the advance in wages, the fair treatment that has been accorded, the patient and friendly disposition manifested toward the various committees, the depreciation in the quantity of work produced per man has amounted to about 12 per cent, and from April to October 1 there have been no less than 102 interruptions of work occasioned by unwarranted demands and agitation by members of your association, resulting in a loss of over 900 days' work and over 600,000 tons of production; most of them were brought about by unwarranted causes, and there has been an apparent disposition on the part of the younger element to keep the whole territory in a condition of unrest, a condition that is certainly not for the best interests of either the corporations or the employees. In some cases mines have been closed for long periods, and some of them are still closed, because the members of your association decline to allow men not belonging to that organization to work in the same mine. Not only that, but in

many of the mines the drivers have, at different times, declined to deliver cars to nonmembers of your association.

It is the inalienable right of a man to labor, and this without regard to nationality, creed, or association. To seek to prevent it is a crime, and we can not, even by implication, sanction such a course.

The business of mining anthracite coal is entirely different and distinct from that of bituminous, and no common practice can succeed. As a result of the experience of years, different methods and different prices have obtained, not only in the different regions, but in the different mines as well, and to undertake to change those or to attempt to bring about a condition approaching uniformity is impossible. Any agreement would necessarily have to be of the broadest and most indefinite character on account of the varying conditions. The interpretation of such a general agreement would result in endless strife, ill-feeling, and petty strikes. Were the association in the anthracite region composed entirely of English-speaking adults, dealing with them would be an entirely different question from what is to-day presented, when over twenty different nationalities, speaking some fourteen or fifteen different languages and dialects, are involved, and when approximately 20 per cent of the labor employed is composed of boys and youths under 21. We believe it impossible for any association to so control or to enter into any agreement for them as a whole that will have beneficial results.

It is no concern of this company whether the men belong to an association or not. It is their inalienable right to take either course that they may deem for their best interests; nor ought we to be asked, in view of the grave responsibilities resting upon us, to consent to join with persons not in our employ in making general laws applying not only to our districts but to others and affecting as well large numbers of persons not belonging to your association.

You now ask this company to join the representatives of other anthracite coal interests and a representative of the Mine Workers to formulate a scale of wages and conditions of employment which shall govern the coming year.

In our judgment this is impracticable, and the best interests of the companies represented, no less than those of the miners themselves, render impracticable any such efforts. This company prefers to deal with its own employees. It is prepared to pay them the highest wages in force for similar work; to accord them fair, considerate, and liberal treatment; to listen patiently and to endeavor to the utmost extent to remedy any injustice of which they may complain, and in every manner within our power to make pleasant, profitable, and permanent the relations between us. Such is the course that for over fifty years it has pursued in dealing with its employees, and the experiences of the past have demonstrated the correctness of this position. There would

seem to be no good reason for now departing from this course and proceeding on new and untried lines, especially in view of the experiences of the past year, which, to our mind, demonstrated the impracticability of what you propose.

Yours, truly, E. B. THOMAS.

MR. FOWLER'S LETTER.

NEW YORK, *February 20, 1902.*

DEAR SIRS: I have received your communication of the 14th instant, addressed to me as president of the New York, Ontario and Western Railway Company. That company operates no coal mines, but I assume that you have invited me to attend the conference you propose calling at Scranton, because I am president of the Scranton Coal Company and of the Elk Hill Coal and Iron Company, both engaged in mining anthracite coal and whose product is shipped over the lines of the railway company named.

In reply I desire to state that the collieries operated by the companies named differ so widely in their character and the conditions of work vary so greatly that even a conference of the men employed in all our collieries, for the purpose of settling the conditions of work and wages of the employees in each individual colliery, would be impracticable.

At present there are no differences between our companies and the employees; but should any arise, the only practical method of settlement is by discussion by the men themselves with the immediate superintendent; that failing, the executive officers of the companies stand ready at any time to take up any matter in dispute and, to the best of their ability, adjust it fairly.

This being my view, you will see that it would be futile to discuss any such questions as you indicate may be brought up by you at your convention with those whom we do not recognize as representative of our men, nor even conversant with the subject you propose to discuss.

Believe me, very truly, yours,

T. P. FOWLER.

MR. WALTER'S LETTER.

NEW YORK, *February 20, 1902.*

GENTLEMEN: I beg to acknowledge receipt of your letter of 14th instant, inviting this company to attend a meeting to be held in Scranton with representatives of your organization, for the purpose of discussing a wage schedule for the year beginning April 1, 1902, and ending March 31, 1903.

The proposition you submit is not one we can entertain, as the matters which it is proposed to discuss, it seems to us, are those which we

should arrange by dealing directly with our own employees, and do not call for the intervention of the organization which you represent.

Yours, truly,

ALFRED WALTER, *President.*

MR. OLYPHANT'S LETTER.

NEW YORK, *February 19, 1902.*

GENTLEMEN: On February 17, 1901, in reply to a telegram from you asking if the company which I represent would join in a conference with others for the purpose of arranging scale of wages for the anthracite coal region, I said that I understood the matter of wages had been satisfactorily adjusted in the previous October, and could therefore see no reason for such a conference. On February 20, however, you invited me to such a conference. On March 6 I addressed you a letter in reply, setting forth at length the reasons why I was compelled to decline your invitation; and now that you and others have invited me to a similar conference, I beg to refer you to that letter, simply adding that time has confirmed my faith in the action then taken, or, rather, strengthened it, as in your last communication you plainly intimate that you expect the wage schedule to be reviewed yearly—a condition which is at once unbusinesslike and utterly opposed to the proper conduct of the anthracite mining industry. I must, therefore, once more decline your invitation.

Yours, very truly,

R. M. OLYPHANT, *President.*

MR. STEARNS'S LETTER.

WILKESBARRE, PA., *February 19, 1902.*

GENTLEMEN: I am in receipt of your favor of the 14th instant, asking that our company be represented at a proposed conference to be held in Scranton on March 12 to formulate a wage scale for the year beginning April 1, 1902, and ending March 31, 1903.

I am not aware that there is any question of wages between our employees and the companies I represent.

You have said, if correctly reported, that if the employers would meet their employees and discuss with them the various questions that arise strikes would be avoided and both parties would be mutually benefited. I beg to say that we have in the past, and will in the future, meet our employees to discuss and, if possible, adjust any questions that may arise. Knowing that our employees are thoroughly familiar with the existing conditions and much better qualified to discuss intelligently questions of wages than strangers would be, I must, in justice to our employees, as well as to the company I represent, decline to take any part in the proposed conference.

Yours, truly,

IRVING A. STEARNS,
President Coxe Bros. & Co., Inc.

On March 14, 1902, the operators posted the following notice at each colliery:

"The rates of wages now in effect will be continued until April 1, 1903, and thereafter, subject to sixty days' notice.

"Local differences will, as heretofore, be adjusted with our employees at the respective collieries."

MR. MITCHELL'S TELEGRAM.

MARCH 22, 1902.

By direction of miners' convention, I wire to ascertain if your company will join other anthracite coal companies in conference with committee representing anthracite mine workers for purpose of discussing and adjusting grievances which affect all companies and all employees alike. Please answer.

JOHN MITCHELL, *Chairman.*

ANSWER.

MARCH 24, 1902.

Always willing to meet our employees to discuss and adjust any grievances. I had hoped that my letter clearly expressed our views.

GEORGE F. BAER.

The United Mine Workers held their convention at Shamokin and published in the newpapers a demand upon the operators for an increase in wages, an eight-hour day, for the weighing of coal, for a uniform scale, etc., with notice that after the 1st of April the miners would only work three days a week until the operators had come to an agreement, and appealing to the Civic Federation to aid them in securing their demands.

The Civic Federation, through its chairman, Senator Hanna, invited certain of the coal operators, and especially the presidents of the larger coal companies, to meet the officers of the United Mine Workers and the Civic Federation to discuss the subject. The coal presidents met the officers of the Mine Workers and the Civic Federation in the city of New York. Mr. Thomas submitted the following propositions, which were understood to be the basis of the conference:

First. The anthracite companies do not undertake in the slightest manner to discriminate against members of the United Mine Workers of America, but they do insist that members of that organization shall not discriminate against nor decline to work with nonmembers of such association.

Second. That there shall be no deterioration in the quantity or quality of the work, and that there shall be no effort to restrict the individual exertions of men who, working by the ton or car, may for reasons satisfactory to themselves and their employers produce such a quantity of work as they may desire.

Third. By reason of the different conditions, varying not only with the districts but with the mines themselves, thus rendering absolutely impossible anything approaching uniform conditions, each mine must arrange either individually or through its committees with the superintendents or managers any questions affecting wages or grievances.

After discussing at great length the anthracite coal situation, an adjournment was taken for thirty days. At the expiration of the thirty days another meeting was held with the Civic Federation, with Mr. Mitchell and his district presidents, together with a large committee of miners. Another full and free discussion took place without reaching any conclusions.

At the suggestion of the Civic Federation a committee composed of Mr. Mitchell and his district presidents, and Messrs. Thomas, Truesdale, and Baer, were appointed to further consider the points at issue and report to the Civic Federation at a date to be fixed by the chairman. This committee spent two full days in a friendly discussion without obtaining practical results. The Civic Federation was not again reconvened. Mr. Mitchell, however, convened his district executive committee, and on May 8 he sent the following dispatch:

SCRANTON, PA., *May 8, 1902.*

Conscious of the disastrous effects upon mine workers, mine operators, and the public in general which would result from a prolonged suspension of work in the anthracite coal regions of Pennsylvania, and with earnest desire and hope of avoiding the impending calamity, the representatives of the anthracite mine workers have authorized us to submit the following propositions: First, inasmuch as the anthracite mine operators have proposed to continue the present wage scale for one year, and inasmuch as the anthracite mine workers have unanimously resolved to ask that an increase of 20 per cent should be paid on present prices to all men performing contract work, that eight hours should constitute a day's labor for all persons employed by the hour, day, or week, without any reduction in their present wage rate, and that coal should be weighed and paid for by weight wherever practicable, and inasmuch as in our recent conferences the anthracite mine workers and mine operators have failed to reach an agreement upon any of the questions at issue, we propose that the industrial branch of the National Civic Federation select a committee of five persons to arbitrate, and decide all or any of the questions in dispute, the award of such board of arbitration to be binding upon both parties and effective for a period of one year. Second, should the above proposition be unacceptable to you, we propose that a committee composed of Archbishop Ireland, Bishop Potter, and one other person whom these two may select, be authorized to make an investigation into the wages and conditions of employment existing in the anthracite field,

and if they decide that the average annual wages received by anthracite mine workers are sufficient to enable them to live, maintain and educate their families in a manner conformable to established American standards and consistent with American citizenship, we agree to withdraw our claims for higher wages and more equitable conditions of employment, providing that the anthracite mine operators agree to comply with any recommendations the above committee may make affecting the earnings and conditions of labor of their employees.

An immediate reply is solicited.

JOHN MITCHELL,
Chairman.
T. D. NICHOLLS,
Secretary.

ANSWERS.

MAY 8, 1902.

JOHN MITCHELL:

Not only from our standpoint, but from yours as well, the matter has had such full and careful consideration in all its features at our several interviews last week as leaves little to be discussed. In addition, my letter of February 20 can not fail to make it clear to you as it is to us that the subject can not be practically handled in the manner suggested in your telegram.

E. B. THOMAS.

MAY 8, 1902.

JOHN MITCHELL:

Your message of this date received. You fail to state in it that the notices posted by this company not only agree to continue paying the 10 per cent increase granted our mine employees in 1900 until April 1, 1903, and thereafter subject to sixty days' notice, but it also states our mining superintendents will take up and adjust any grievances with our employees. The reasons why we can not grant your demand have been most fully explained in our recent conferences and my letter to you of February 18 last. In view of all these facts I am sure you can not expect us to concur in either of the propositions contained in your message referred to.

W. H. TRUESDALE.

PHILADELPHIA, *May 9, 1902.*

JOHN MITCHELL:

I was out of town; therefore the delay in answering your dispatch.

By posted notices, the present rates of wages were continued until April, 1903, and thereafter subject to sixty days' notice. Local differences to be adjusted as heretofore with our employees at the respective

collieries. By written communications, by full discussion before the Civic Federation, by protracted personal conferences with yourself and the district presidents, we have fully informed you of our position. We gave you the figures showing the cost of mining and marketing coal, and the sums realized therefrom in the markets, in the hope of convincing you that it was absolutely impracticable to increase wages. To your suggestion that the price of coal should be increased to the public, our answer was that this was not only undesirable, but in view of the sharp competition of bituminous coal it was impossible. We offered to permit you or your experts to examine our books to verify our statements. Anthracite mining is a business, and not a religious, sentimental, or academic proposition. The laws organizing the companies I represent in express terms impose the business management on the president and directors. I could not if I would delegate this business management to even so highly a respectable body as the Civic Federation, nor can I call to my aid as experts in the mixed problem of business and philanthropy the eminent prelates you have named.

GEO. F. BAER.

NEW YORK, *May 8, 1902.*

JOHN MITCHELL, Esq.,

President United Mine Workers of America, Scranton, Pa.:

Your telegram is received. The concessions made by the mine operators in your last strike added to the wages of the mine workers six millions of dollars or more per annum. You now propose changes adding a charge of many millions more and suggest that you will make a further demand a year hence. The public will not meet such advances by submitting to an increase in the price of coal, and the operators can not meet them without such aid. I must, therefore, decline your proposition.

R. M. OLYPHANT,
President.

No further communications have been received.

APPENDIX D.—REPORT OF MR. E. E. LOOMIS, SUPERINTENDENT OF THE COAL MINING DEPARTMENT OF THE DELAWARE, LACKAWANNA AND WESTERN RAILROAD COMPANY.

DEAR SIR: In compliance with your request, I beg to submit the following report, which I trust may be of some value should the anthracite companies be called upon to consider the readjustment of affairs, i. e., wages, hours of service, recognition of the miners' organization, etc., in the anthracite region this spring.

Mr. Mitchell, president of the United Mine Workers of America, in his annual report at the thirteenth annual convention, stated: "I am

of the opinion that the question of the eight-hour workday, recognition of the organization, and a minimum day wage scale should be the paramount issue in the anthracite field."

As he is the acknowledged leader of the miners' organization, we believe his sentiments will prove to be the sentiments of the whole body, as the organization has the majority of its men under good control.

The first question the companies will probably be called upon to face will be the eight-hour day with ten hours' pay.

The adoption of the eight-hour day would in no way benefit the miner or miner's laborer. On the other hand, it would tend to work to his disadvantage, as he is a contractor working on his own time. The Delaware, Lackawanna and Western pays its miners for the number of cars or cubic feet of coal mined, regardless of the hours worked by the breaker, and endeavors to employ miners enough to keep the breakers supplied with coal.

If the miners adopt any rules to limit the amount of coal they are to send out, which they have done in some cases, we are forced to employ additional miners and open up more chambers. This is expensive, as we are compelled, in turn, to employ additional drivers and runners, purchase more cars and mules to wait on these men, with no appreciable benefit in the way of tonnage.

We have recently adopted the plan of checking miners in and out of the mines, and we find they actually remain underground only about one-half breaker time. In other words, when the breaker is scheduled to work eight hours, the miners average from four to five hours underground, including the time it takes them to go to and from their chambers or places of work, waiting to get up the shaft, etc.

We have selected at random the names of a few miners employed at our different mines the last half of January, 1902, and prepared a statement showing their earnings per hour for actual time inside, taking their total earnings, deducting supplies, and allowing one-third of their total earnings for laborer (which, according to established rule, is supposed to be about what miners pay their laborers), and find our men are earning all the way from 35 cents an hour to 90 cents per hour, according to their skill and ambition. In one district the average was 45 cents per hour, and in another 65 cents. (See statement attached.) You will therefore note that these men are earning in some instances more than twice as much per hour as our railroad locomotive engineers working around the breakers in mine service, who receive $3.25 per day of twelve hours, or only $27\frac{1}{12}$ cents per hour. In fact, miners in many instances by working four and five hours earn much more than locomotive engineers working twelve hours. For the hours he labors he is the best paid artisan in the State to-day. Where can we find a skilled mechanic, carpenter, molder, plumber,

blacksmith, engineer, either railroad or stationary, who can command the sum of 50 cents per hour for his labor? Yet this is a low figure, in a great many instances, of what our best miners are actually receiving per hour for their labor. In other trades it is customary for men to serve an apprenticeship, both long and arduous, procure tools expensive in character, and then receive in this vicinity the following rates of wages: Carpenter, 30 cents per hour; plumber, 37½ cents per hour; molder, 27½ cents per hour; blacksmith, 25 cents per hour.

It may be said that on account of the risk the miner runs he ought to receive additional compensation. The risks that are borne by the miner, while hazardous, are no greater than in many occupations. He is surrounded by all the safety devices modern science can devise for his protection. In the Wyoming region the mines are well ventilated, and, if he obeys instructions and the law, he is as safe underground as any man engaged in any kind of manual labor on a railroad, in a shop, mill, or factory. It is safe to say that 99 per cent of the men injured inside the mines are injured through their own gross carelessness.

These are the actual conditions of the anthracite miner in this region; the same man who has been pictured by many writers recently (who know nothing of the facts) as the person who before the sun rises must be deep down in the caverns of the earth, breathing noxious gases, laboring under the most dangerous conditions it is possible to conceive, remaining there until the evening shades have long since ceased to fall, before he could return to his home, etc.

To my mind, the work of the anthracite miner is not to be compared with that of the bituminous miner. The former, in the majority of cases, drills his coal, blows it down, and leaves his laborer to clean and load it. To do this, as has been shown above, takes him but a few hours. The bituminous miner, on the other hand, has, in most cases, to work in thinner veins, and, if working at pick mining, has to lie on his back or side and undercut his coal, after which he drills and blows it down, and then picks up his shovel and cleans and oads it. He spends much more of his time inside and works much harder.

The men who would be affected by the eight-hour day and ten-hour pay are those known as company men. Anticipating this eight-hour agitation, we adopted some months ago the plan of hiring all men and boys by the hour. All payments, blanks, etc., are now made on that basis.

The Delaware, Lackawanna and Western mines worked an average of 1,985 hours during the year 1901, which is equivalent to 198½ ten-hour days, or 248 eight-hour days. By taking the days our mines actually started up and averaging the hours worked on those days, we find they averaged but 7.83 hours per day during the year.

This disposes of the "long-hour" argument so far as this company is concerned, and leaves the eight-hour day only an excuse for an increase of 25 per cent in pay, which is unwarranted, as can be shown by a comparison of rates paid workmen in and about the mines with those of other callings who bring into play the same amount of skill and who are called upon to share a like amount of risk.

Outside we have ashmen, fuelmen, culm dumpers, oilers, loaders, laborers, etc., who receive 16 cents an hour. The work performed by these men, in my judgment, is nowhere near as hard as the work of the railroad trackman, working under the constant eye of a boss, and who receives but 12½ cents per hour.

Our outside men not only have an opportunity to work breaker time, but frequently are employed after the breaker shuts down, for which they are compensated for the hours they work. Assuming, however, that they work but eight hours a day, they are then earning more than the trackmen are earning in ten hours working on the railroad, alongside of the breakers, dodging trains, etc.

Breaker boys receive from 5 cents to 10 cents an hour; the majority of them about 8 cents an hour. These boys are from 12 to 15 years old. Compare these wages with boys of the same age in newspaper offices or mercantile establishments throughout the country, and you will find they are receiving higher wages and working much shorter hours.

Take, for example, the boy employed by the Delaware, Lackawanna and Western at 8 cents per hour, who worked an average of 248 eight-hour days. You will note that this boy earned for that number of days more than an office boy working at $15 a month every day in the year except Sundays. In other words, he actually worked about two months less time—in many cases shorter hours—and received more pay, and did not have to have the education.

The majority of our firemen receive but $1.72 per shift of twelve hours, or equal to 14⅓ cents per hour. They make practically full time, however, which, on a basis of 365 days in a year, would net them $52.21⅔ per month. In the majority of cases pump runners, engineers, etc., are selected from our firemen, so that the position is looked upon as a step toward promotion, and is naturally much sought after by other laborers about the collieries, even though they may be receiving a higher rate per hour.

It has been the practice for years for firemen to alternate or change their shifts every week. In other words, one shift of firemen would work days this week and nights next, and so on. In making this change it was necessary for one shift, every other week, to work an excessive number of hours. This we have arranged to correct, however, by dividing the long or fourteen-hour shift into two short shifts of seven hours each, allowing the men full pay for the short shifts.

This results in doing away with the long shift, and makes an increase in the firemen's wages equal to a little over 7 per cent.

Hoisting engineers are, in most cases, monthly men, receiving from $75 to $78 a month, which is considered ample compensation for the conditions surrounding their work and the services they are called upon to perform. These men have also been working long hours in order to change their shifts once a week from night to day, but we have arranged to correct this matter by adopting the two short shifts, the same as with firemen.

Inside we have driver boys, ranging from 14 to 20 years of age, earning all the way from 13 to 18 cents per hour; trackmen, 24½ cents per hour; track layers and helpers, from 19 to 22 cents per hour; timbermen, from 21 to 24½ cents per hour; laborers, from 18 to 22 cents per hour; pumpmen, from 19 to 22 cents per hour.

We know of some cases where the father, or head of the family, is employed by the railroad department as a trackman at 12½ cents per hour, whereas his son, a boy 15 or 16 years old, is employed inside driving at 14 cents per hour.

We have in effect a large number of prices for the different classes of labor, which are the result of years of experience, and which, in our opinion, are eminently fair to all concerned. They have been adjusted, from time to time, to suit the conditions, and to attempt to put them on the same basis would be most unjust to the companies and the men themselves, and the position we want to maintain is that our employees are to be paid in accordance with the duties they perform, and receive a fair day's wage for a fair day's work, and avoid as far as possible the spirit of unionism—the whole idea of which seems to be equality without regard to merit.

Recognition of the union: The question of recognition is one that has been prominent before the operators since the strike of 1900. We have agreed to meet committees of our own employees and adjust any actual grievances that are found to exist. These committees are in most cases selected by the United Mine Workers' Union or so-called "Locals." In other words, we are dealing indirectly with the local unions at the different mines. We have refused, however, up to this time, to deal with any of the national officers of the union, and have taken the position that they, not being acquainted with the conditions that exist at the different mines, are in no position to talk intelligently about them; and not being our employees, have no right to interfere or attempt to dictate to us how we shall conduct our business.

It has been demonstrated time and again that even these local grievance committees have been misled by members of their union. Cases of alleged injustice have been represented to them, and they, in turn, have presented them to their superiors, which, upon investigation, have proven to be absolutely false and without any foundation.

The proposition of meeting and entering into any agreement with the organization as a whole, however, is quite a different question. Assuming that the operators should agree to meet the United Mine Workers of America in open convention, any agreement that they could possibly consider would necessarily have to be of the broadest and most indefinite character, on account of the varying conditions in the different regions and mines. The interpretation of such an agreement would result in endless strife, ill feeling, and petty strikes. It has been shown to be an invariable rule that whenever an agreement, either expressed or implied, has been entered into with the officials of the so-called "Locals," covering a proposition that affected a large number of men, both they and the men could and did set it aside at pleasure. Their excuse has been that they could not control the men locally, and this we know to be a fact by experience.

The prevailing sentiment at the last convention of the organization was that if the anthracite miners should fail to gain their demands, and a strike should ensue, and soft coal should be shipped into territory where anthracite had formerly been in use, the national officers should have power to order either a sectional or national strike in the bituminous region. This, notwithstanding agreements made with the bituminous operators, supposed to continue for a year. This, in our minds, demonstrates quite clearly what an agreement with these people is worth. It also demonstrates the value of any agreement or contract entered into with an unincorporated organization composed of men of similar intelligence.

Regarding the minimum wage scale: It is the evident intention of Mr. Mitchell and his crowd to endeavor to formulate a scale whereby every worker shall be insured an income per day whether earned or not. It is patent to everyone who has any knowledge of the anthracite territory that such an idea can but be the product of an ignorant or diseased mind. When it is considered that hardly any two veins in the same mine present the same conditions, it will readily be seen that any attempt to establish a uniform minimum wage scale for the government of the entire region is but an empty dream. The conditions vary so widely in the thickness, quality of the veins, roof, rock, overlying strata, pitch, amount of refuse, that any interference with the existing equitable methods would result in converting the present practice of arriving at a basis of payment into an industrial chaos.

Again, considering the nationality of the mine workers of to-day, we find men of all countries engaged in the occupation of mining, loading, cleaning, and preparing coal. This is a prime factor in the discrepancies that exist in the earning ability of the worker. In one chamber we find employed a skillful workman, or one whose whole life has been devoted to labor of one kind or another in the mining industry. By him, or in the adjoining chambers, we find a man who

perhaps up to the time he arrives as an immigrant has never seen a mine. One has the skill born of long practical experience, the other the disadvantages of an occupation for which he has had no training.

These men are both contractors working on their own time. One may be ambitious and work constantly while he is in his chamber, while the other, who is not under the immediate eye of a boss, may spend his time in loafing, and it is for these men, I understand, the Mine Workers want a minimum wage. In other words, they want every miner guaranteed that he will receive a given amount to be agreed upon. If he fails to earn it, it should be made up to him, etc.

The Delaware, Lackawanna and Western has, after long years of experience in the upper anthracite fields, evolved a system whereby coal from certain veins is paid for in accordance with the labor necessary to mine the coal in that specific vein. This system is based upon the cubic feet contained in the car used in the particular vein or mine. Some veins, being thicker, admit of a larger car being used than others. These are paid for accordingly.

Assuming that we should concede to their demands to weigh all coal, we would necessarily have to use the present car prices, of which we have some twelve or fourteen different rates, as a basis to figure back from, and if figured properly, the miner would be no better off than on the car basis. The companies would be put to a great expense on account of scales, rearrangement of breakers, to say nothing of the troubles and controversies with committees in arriving at a ton price, the readjustment of all yardage prices, etc. It would simply open the door to an endless amount of trouble and expense, and, as stated before, if adjusted fairly, the men would in no way be benefited.

We are satisfied that many of our men to-day would prefer to remain on the car basis, and the question of changing from a car to a ton basis originates in the minds of the agitators and a few irresponsible parties, who feel that they have nothing to lose and are deluded in thinking that they may gain something by the change.

At the last session of the legislature of Pennsylvania a bill was introduced—and passed the house—calling for all coal to be weighed before screening, and also for the coal to be paid for by the ton. This created the impression among people outside of the coal regions that the miner was not receiving just reward for his labor. It was also strongly represented by some of the newspapers that a miner in various cases had to load from 2,500 to 3,300 pounds for a ton. This the operator sold at the rate of 2,240 pounds per ton to the wholesaler, who in turn sold it to the public at 2,000 pounds per ton. The facts were not brought forth that a ton of coal as it came from the mines contained from 15 per cent to 30 per cent refuse, all of which has to be cleaned and prepared before being marketable. Some of the miners, I believe, claim that if the companies sell the coal by the

ton they should pay for it by the ton. Our argument is: One is a measure of labor; the other a measure of material. We do not buy the coal from the miner; we simply pay him for his labor, whereas in turning it over to the dealer we sell it as our commodity.

I note that the Industrial Commission, in their report just completed, recommends "provisions for the fair weighing of coal at mines before passing over screens or other devices, in order that the miner may be compensated for all coal having a market value, etc." The miner's ton and the practice of loading rock and refuse into a car instead of coal appears to be about as hard to explain to the public and the Industrial Commission as the "powder question," and even if it were possible to make changes at our mines to admit of weighing coal, we think it would not be a wise thing to do.

A great amount of importance has been attached to the strength of the United Mine Workers' Union in the anthracite region from a political standpoint. An investigation into these matters does not seem to bear out the claim of the immense political power such as a number of the leaders would imply. We find, taking the year 1900, which was the Presidential election year, that in the 10 anthracite producing counties of the State the Republican, Democratic, and Prohibitionist votes for the Presidential electors were as follows:

Carbon County	8,521	Schuylkill County	30,103
Columbia County	8,375	Sullivan County	2,780
Dauphin County	22,824	Susquehanna County	9,056
Lackawanna County	32,297	Wayne County	6,311
Luzerne County	39,199		
Northumberland County	16,857	Total	176,323

In the same year, according to the report of the superintendent of the bureau of mines, there were employed in anthracite mines the following:

Inside foremen	519
Fire bosses	808
Miners	36,832
Miners' laborers	24,613
Drivers and runners	10,177
Door boys and helpers	3,128
All other inside employees	18,070
Total inside employees	94,147
Outside foremen	385
Blacksmiths and carpenters	2,244
Engineers and firemen	4,524
Slate pickers	20,698
Superintendents, bookkeepers, and clerks	769
All other outside employees	21,065
Total outside employees	49,684
Grand total (inside and outside)	143,831

If we eliminate the persons who have not the right to vote, viz, boys, etc., under 21 years of age, such as slate pickers, door boys, drivers, runners, and the persons who can not be controlled by the United Mine Workers, such as foremen, firemen, clerks, etc., we have left approximately 107,000.

Inasmuch as the majority of the coal is loaded by unnaturalized foreigners, and a large amount of it is mined by the same class, about 42 per cent would be conceded a fair estimate of those who have not the right of franchise. This leaves us about 64,000, or about 36 per cent of the voting strength of the anthracite counties.

Assuming that this number are members of the union, it is absurd to think that Mr. Mitchell or his leaders can dominate or control their vote. While if he should order a strike they would probably obey, on account of the persecution that might follow, yet some of them have very decided ideas of their own when it comes to a question of political issues, and this number is apt to be composed of the more conservative element, who, in their inmost hearts, have very little use for the United Mine Workers or their methods as practiced to-day. The influence of Mr. Mitchell and his crowd dominates more particularly over the boys and irresponsible element, who to-day are practically in control of the organization throughout the anthracite region. A careful compilation of statistics shows that 23 per cent of the Delaware, Lackawanna and Western employees who are members of the union are irresponsible and under the age of 21.

As a result of this state of affairs the companies are not receiving anywhere near the same amount of work from their men to-day that they did prior to the introduction of the professional agitator in this region. It is almost impossible to maintain discipline, which is most necessary in the conduct of every business.

The trouble with the miners' organization is that it is organized on the wrong lines. There is no insurance or benefits whatever to be derived, and it is buoyed up and kept in existence entirely by promises, the majority of which are of the most absurd character, and it is only by this continued agitation and by keeping the members in a state of excitement that they can get them to pay their dues, which, of course, is the only thing needful, and goes to pay the so-called "leaders'" salaries.

Their lodge or meeting rooms have developed a large number of orators, the most successful of which are those of a fiery nature, as they are able to portray in eloquent words, to the boys and foreign element, conditions that do not exist.

They spend their time arraying labor against capital, raising up class prejudices, and many of them seem to be capable of influencing and hypnotizing their listeners. It is this sort of work that is having the most demoralizing effect throughout the region. They tell the

men that a slave compelled to labor at the oars of the Roman galleys had a princely station compared with the lot of the anthracite mine worker, and make him think that he has grievances which have never existed; that the foremen, bosses', and superintendents' sole efforts in life are to keep them down, and that their only salvation is to pay the United Mine Workers' treasury their monthly dues, and they (the organizers and agitators) will right all wrongs and correct all imag inary grievances through the Civic Federation, or others high in authority.

On the other hand, if there are any who do not care to join the organization they are ostracised, and in some cases their houses stoned and children abused. We have had men come in this office with tears in their eyes, saying that they did not care to join the organization because they had no confidence in its officers and did not believe in its methods, but they were eventually forced into it for their self-preservation and that of their families.

This is one of the results of attempting to organize, on sensational lines, a lot of boys and ignorant foreigners. If the organization comprised only English-speaking people above the age of 21 years, dealing with them would be an entirely different question.

We have had no serious trouble during the year just passed, with the exception of the firemen's strike. These men demanded an eight-hour day and ten hours pay, and on July 16 were ordered out by the International Brotherhood of Stationary Firemen. They returned to work in about a week under the old conditions. Only about one-third of this company's collieries were affected by this order.

Hardly a week has passed, however, since October, 1900 (when the men throughout the anthracite region were granted a 10 per cent increase), but what we have had some petty disturbances to contend with, owing largely to the unfortunate manner in which the strike was settled. It also resulted in making the lives of the bosses, foremen, and superintendents far from pleasant, owing to the "cocky" and insolent attitude assumed by some of the boys and ignorant mine workers.

We have probably had more trouble at our Archbald mines than any other colliery, owing to the leadership of one Mike Healey.

First. The union ordered the drivers to stop the cars to one W. G. Howells, because he was not a member of the United Mine Workers of America. This boycott was finally raised, and, I believe, Howells was forced by the men to join the union.

Second. The breaker boys closed down the mines one day because the foreman would not inform them, on demand, what time he was going to allow them for the fifteen minutes the breaker stopped in the forenoon on account of the chutes being blocked.

Third. In January the runners and drivers went on a two days' strike because the paymaster would not pay them every other Saturday, instead of semimonthly.

Fourth. On August 1 the card inspection committee sent home 35 miners and 40 laborers because they did not have their union cards with them that day. This was done by the committee visiting the men in their working places, and before the foreman in charge was aware of their action.

Fifth. A miner by the name of Charles Grosspavitch was noticed riding on a street car in September, while the street-car employees were on strike. He was called a "scab," the drivers refused to deliver cars to him, and it resulted in a lot of trouble for all concerned.

On this record I understand Mr. Healey was entitled to promotion, and has now been made a district organizer for the union.

The record of the Taylor mine was not much better. The first trouble we had there was April 11, 1901, when the driver boys on the culm dump went on strike because one of their members was discharged for disobeying orders.

On May 14 the boys quit work for one day on account of circus in town.

On May 16 the breaker boys went out again. When asked why, they gave no reasons, but the inference was that their action was instigated by some of the older boys and men working inside who were in want of a holiday.

The mine was idle on April 1 in compliance with the following notice posted in conspicuous places:

NOTICE.

TAYLOR BRANCH, No. 1013,
UNITED MINE WORKERS OF AMERICA,
Taylor, Pa., March 29, 1901.

Members of the above-named local: In accordance with the request of our national president, it was resolved that we observe Monday, 1st day of April, 1901, as a holiday. All members will please abide by same.

BY ORDER OF LOCAL.

We also had considerable trouble at this mine on account of certain of the miners not being willing to join the union, and the drivers refusing to give them cars. The result was they were eventually forced into joining.

On June 7 the miners in one of the veins struck for an increase in price on the car. As it was the same price we were paying in the same vein at adjoining collieries, and was found, upon investigation, to be eminently fair, no action was taken and the men finally returned to work.

In January, when the company decided to check in and out all men employed by the company, objections were raised by the local. They were told that they would either have to do this or the mine would be closed down indefinitely, and they finally decided to obey the rule.

On May 28 we had trouble at our Hallstead mine on account of drivers refusing to give cars to a nonunion man who had taken the place of a union man. Work was suspended at this colliery for about sixty days.

In May we arranged to work some of our collieries nine and ten hours. The runners and drivers at the Pyne mines objected to this and declined to work more than eight hours, and the laborers refused to load more than eight hours coal. The leaders in this movement were discharged, and the following notice was posted by the union:

THE UNITED MINE WORKERS OF AMERICA,
PYNE LOCAL, NO. 901, *Taylor, Pa., May 31, 1901.*

All members of the above-named local are hereby notified that at a meeting held on the above date it was unanimously carried that all employees of this (Pyne) shaft should work the number of hours required of them until otherwise ordered by said local.

[OFFICIAL SEAL.] BY INSTRUCTION OF LOCAL.

During the summer we had frequent requests to close down the mines for United Mine Workers' picnics, etc.

The men at Storr's mines refused to work one day on account of a United Mine Workers' picnic in Providence. They made no request to have an idle day, but it was ordered by the local. From actual canvass made the following day it was found that only 15 per cent of the employees of that mine attended the picnic, but they stated they had their orders from the district board.

At Brisbin mines, when we were short of driver boys for a few days, we were compelled to utilize our company men as drivers. One of the men, receiving 25 cents per hour, refused to drive, and he was discharged. The other company men who were driving quit work in sympathy. The foreman requested several miners and laborers to go out and drive, in order to keep the mine running. This they refused to do, saying they would not "scab." The men brought this up before their local, who refused to sustain them in their action.

We have had a considerable amount of trouble on account of not allowing the union to examine cards at the head of our shafts, but nothing serious. Also no end of trouble on account of some employees refusing to join the union, and the attempts of the union to force them into their organization. We had a strike of one day at Continental mines on account of one of the breaker boys not being in the union.

To give you an idea of the methods adopted by the organization, I quote the following resolution which was adopted at a mass meeting in Nanticoke, February 5, 1902:

That we postpone definite action until the 3d, 4th, and 5th days of March, when the next showing of the cards takes place, and on the morning of the 5th day of March, 1902, all employees who have not the union working card in sight will be classed as nonunion employees, and we will then and there refuse to descend the mines or work with such employees until they become members of our organization.

(Signed by the president and secretary.)

This notice was published in the newspapers, and was intended to cover six local unions in the vicinity of Nanticoke.

Another notice, posted in the upper district, reads as follows:

NOTICE.

LOCAL UNION No. 1681,
UNITED MINE WORKERS OF AMERICA.

There will be a special meeting in St. Mary's Hall Saturday at 2 p. m. to receive dues and give out working cards. Any man not able to show his card on Monday morning, April 8, 1901, can not work.

(Signed by the president and secretary of union.)

Our efforts to shorten the working hours and increase the pay of our firemen by dividing the long twenty-four hour shift into three short shifts, allowing them full time therefor, did not please the firemen at the Pettebone mines.

When the proposition was made to them, it was explained to them that it would result in a little over 7 per cent increase in their pay, that they would have to work no longer hours, and that by reducing their pay to an hour basis it would result in increasing their wages from $14\frac{5}{10}$ cents per hour to $15\frac{4}{10}$ cents per hour. They replied that this was a violation of the posted notices, and stated that they would work their twelve and twenty-four hour shifts as at present, and apparently looked upon this whole proposition as an outrage and refused positively to make a change of shifts as desired.

They were then asked if they were willing to lose one-half of the twenty-four hour shift. They replied they were not, and they either wanted to work the hours they had been working, or else they wanted to be paid on the straight eight-hour shift.

They were then asked if they would make a request in writing to be allowed to work the twelve and twenty-four hour shifts without change. This they also declined to do, and when they were told the twenty-four hour shift must be discontinued in one of the ways suggested, they dropped their tools and left the fire room on the night of February 22, and we were obliged to employ other men to take their places.

The United Mine Workers indorsed their action and a strike was ordered.

They afterwards went to the adjoining mines at Avondale and Woodward and got the firemen to quit work at those places.

Committees representing the different firemen waited on the superintendent and were advised that it was hard to discover just where they had any grievance. The company had not asked them to work longer hours, nor had they asked them to accept less pay. The only excuse they could give for their action in quitting work was that they thought it was an effort on the part of the company to forestall their proposed action to demand an eight-hour day, and take away from them their argument in connection with the injustice of the twenty-four hour shift, should there be any general trouble throughout the region.

The proposition was favorably received at the other mines of the company, and in some instances the firemen have expressed their gratitude to the foremen and others in charge.

These are but a few of the many annoyances and threatened strikes we have had to contend with. In fact, nearly half the time of our foremen and district superintendents has been taken up in attempting to avoid suspension of work for all sorts of trivial causes, and in receiving committees and explaining to them the difference between the words "discipline" and "grievance."

Respectfully, yours,

E. E. LOOMIS.

EARNINGS OF CONTRACT MINERS AND THEIR LABORERS, AND AVERAGE NUMBER OF HOURS WORKED PER DAY AND RATE PER HOUR AND DAY, FROM JANUARY 16 TO 31, 1902, INCLUSIVE.

[We are unable to give the actual time miners spent in the mines from January 1 to 15, inclusive.]

Name of colliery.	Miners.	Gross earnings.	Laborers' wages. (a)	Net earnings after deducting laborers' wages and supplies.	Miners' monthly earnings on this basis.	Average number of hours breaker worked per day.	Average number of hours contract miners worked per day.	Average rate per hour.	Average rate per day while in mine.
District No. 1.									
Storrs No. 1....	Wm. Milas.....	$53.01	$17.67	$29.87	$59.74	8.1	5.2	$0.439	$2.30
Storrs No. 2....	Mt. Fermiski ..	53.89	17.96	28.96	57.92	8.1	6.6	.337	2 23
	Mike Munley..	56.42	18.80	33.36	66.70	8.1	4.6	.556	2.57
Storrs No. 3....	Beni Butkins ..	46.53	15.51	24.05	48.10	8.1	6	.334	2.00
	Jehu M. Jehu..	64.34	21.44	35.83	71.66	8.1	8.4	.471	3.98
Cayuga.....	John P. Kelly..	51.77	17.25	30.61	61.22	8.1	5	.510	2.55
	Like Evans....	48.02	16.00	27.27	54.54	8.1	5	.496	2.48
	F. Graffee.....	50.46	16.82	30.16	60.32	8.1	5	.503	2.51
	Mt. Corcoran ..	52.95	14.31	30.28	60.56	8.1	4.8	.522	2.52
	John M. Jehu..	79.03	26.34	45.29	90.54	8.1	5	.755	3.77
Diamond	Davis Harris...	51.50	17.17	29.83	59.66	8.3	4.4	.563	2.49
	T. V. Gallegher	59.78	19.93	36.55	73.10	8.3	5.9	.475	2.98
	John Mark	65.25	21.75	38.69	77.38	8.3	5.4	.553	2.81
	John Harris...	66.04	22.01	36.53	73.06	8.3	4.4	.630	1.97
	W. A. Phillips..	62.35	20.78	35.57	71.14	8.3	3.2	.868	2.06
	Adam Girdis ..	50.57	16.86	25.62	51.24	8.3	5	.394	2.16

(a) Miners pay their laborers all sorts of prices, in some instances more than one-third of the gross earnings.

EARNINGS OF CONTRACT MINERS AND THEIR LABORERS, AND AVERAGE NUMBER OF HOURS WORKED PER DAY AND RATE PER HOUR AND DAY, FROM JANUARY 16 TO 31, 1902, INCLUSIVE—Continued.

Name of colliery.	Miners.	Gross earnings.	Laborers' wages. (a)	Net earnings after deducting laborers' wages and supplies.	Miners' monthly earnings on this basis.	Average number of hours breaker worked per day.	Average number of hours contract miners worked per day.	Average rate per hour.	Average rate per day while in mine.
District No. 1—Concluded.									
Brisbin	J. B. Davis	$50.30	$16.77	$26.77	$53.54	7.5	4.6	$0.449	$1.87
	Mat Strickus	46.61	15.54	28.07	56.14	7.5	4.6	.468	.....
	Paul Scoda	48.12	16.04	24.27	48.54	7.5	4.6	.404	.....
Average for District No. 1.		55.63	18.37	31.52	63.04	8.0	5.1	.512	2.57
District No. 2.									
Pyne	T. H. Jones	70.69	23.56	42.53	85.06	7.5	5	.607	3.04
	Ed. Anderson	66.66	22.22	26.94	73.88	7.5	5.7	.461	2.64
	T. D. Moses	75.66	25.22	44.39	88.78	7.5	5	.619	3.17
	Peter Schell	50.55	16.85	29.10	58.20	7.5	5	.416	2.08
	Dd. Beecham	68.01	22.67	39.34	78.68	7.5	5	.562	2.81
Archbald	Jno. Maloy	48.48	16.16	27.82	55.64	7.25	5	.396	1.99
	Jno. Joyce	54.54	18.18	31.76	63.52	7.25	7	.324	2.27
	P. Korroski	74.01	24.67	41.49	82.98	7.25	6.2	.477	2.96
	M. Corcoran	49.49	16.50	28.49	56.98	7.25	5	.407	2.03
	Owen Murphy	51.86	17.29	29.91	59.82	7.25	5	.427	2.14
Continental	Dd. Jenkins	56.56	18.85	33.05	66.10	7.25	6	.393	2.36
	Frank Crane	64.05	21.35	39.51	79.02	8	5	.564	2.82
	G. Coombs	61.77	20.59	38.18	76.36	8	5	.565	2.73
	J. Vincoski	62.15	20.72	29.23	58.46	8	6.6	.314	2.09
	P. J. Glancey	57.78	19.26	30.84	61.68	8	5.4	.441	2.37
	A. Mislinski	58.32	19.44	29.44	58.88	8	6.1	.346	2.10
Hyde Park	J. Rocoski	73.02	24.34	41.18	82.36	8	7	.420	2.94
	F. Kocoloski	56.15	18.72	34.43	68.86	8	4	.615	2.46
	E. E. Davis	49.02	16.34	29.44	58.88	8	5.4	.420	2.26
	E. Johnson	53.08	17.69	27.84	55.68	8	7	.284	1.99
	S. Johnson	71.89	23.96	41.93	83.86	8	5	.599	2.99
Hampton	W. H. Jones	69.19	23.05	39.67	79.34	8	5.1	.551	2.83
	C. Apothecary	70.98	23.66	41.08	82.16	8	5	.587	2.93
	W. Bree	70.70	23.57	42.48	84.96	8	5	.607	3.03
	T. Meale	72.87	24.29	39.53	79.06	8	5.1	.549	2.82
	A. Veckland	85.21	28.40	46.31	92.62	8	5.1	.643	3.31
Sloan and Central.	J. E. Jones	53.08	17.69	29.23	58.46	8	5	.418	2.09
	J. Reap	66.96	22.32	38.64	77.28	8	5	.552	2.76
	W. Charles	54.59	18.20	31.60	63.20	8	4.8	.465	2.26
	Sol. Jones	74.26	24.75	44.96	89.92	8	4.8	.661	3.21
	D. Reese	61.13	20.38	36.12	72.24	8	4.7	.547	3.58
	J. McNicholas	58.65	19.55	35.85	71.70	8	4.8	.527	2.56
	P. Durkin	57.68	19.35	35.45	70.90	8	4.8	.521	2.53
Average for District No. 2.		62.69	20.60	35.99	71.98	7.8	5.32	.493	2.58
District No. 3.									
Bellevue	J. Fletcher	51.90	17.30	31.60	63.20	6.8	3.5	.702	2.43
	J. O'Bryan	45.57	15.19	27.38	54.76	6.8	3.5	.608	2.11
	M. Sheridan	53.46	17.82	35.64	71.28	6.8	3.5	.792	2.74
Dodge	S. Gallaway	54.60	18.20	31.90	63.80	7.9	4.5	.591	2.66
	J. Conway	53.90	17.96	31.44	62.88	7.9	4.5	.582	2.62
	A. Wiliams	59.28	19.76	32.02	64.04	7.9	4.5	.595	2.67
Taylor	A. Owens	75.61	25.20	45.57	91.14	7.9	3.9	.911	3.51
	M. Mirry	53.02	17.67	30.85	61.70	7.9	3.9	.617	2.37
	N. Davidson	51.80	17.26	28.08	56.16	7.9	3.9	.562	2.16
Average for District No. 3.		55.46	18.48	32.72	65.44	7.5	3.9	.653	2.54
District No. 4.									
Woodward	D. D. Evans	43.46	14.49	27.47	54.94	8	4.1	.509	2.11
	T. Narlow	43.05	14.35	24.20	48.40	8	4.8	.417	2.01
	A. Sadlack	39.52	13.18	24.85	49.70	8	6.3	.355	2.26
	D. M. Thomas	49.88	16.63	27.25	54.50	8	5.7	.478	2.72

a Miners pay their laborers all sorts of prices, in some instances more than one-third of the gross earnings.

EARNINGS OF CONTRACT MINERS AND THEIR LABORERS, AND AVERAGE NUMBER OF HOURS WORKED PER DAY AND RATE PER HOUR AND DAY, FROM JANUARY 16 TO 31, 1902, INCLUSIVE—Concluded.

Name of colliery.	Miners.	Gross earnings.	Laborers' wages. (a)	Net earnings after deducting laborers' wages and supplies.	Miners' monthly earnings on this basis.	Average number of hours breaker worked per day.	Average number of hours contract miners worked per day.	Average rate per hour.	Average rate per day while in mine.
District No. 4—Concluded.									
Bliss	V. Yokobofski	$50.16	$16.72	$23.44	$46.88	7.4	5.9	$0.33	$1.95
	W. Davis	47.52	15.84	27.18	54.36	7.4	6.2	.336	2.90
	A. Grabofski	67.75	22.58	39.17	78.34	7.4	8.3	.43	3.56
	J. Sweeney	50.60	16.87	31.73	61.46	7.4	7.1	.334	2.36
Pettebone	J. H. Pierson	49.87	16.62	28.75	57.50	7.6	4.3	.471	2.06
	A. Rundle	51.05	17.01	31.04	62.08	7.6	4.3	.509	2.22
	F. Glatz	65.60	21.87	37.73	75.46	7.6	6	.449	2.69
	J. Crossin	54.75	18.25	30.50	61.00	7.6	5.3	.442	2.35
Avondale	J. Downs	62.50	20.83	37.17	74.34	7.8	5.6	.476	2.66
	C. Bryant	117.41	39.14	69.27	138.54	7.8	7	.761	5.31
	H. Isaacs	53.17	17.72	35.45	70.90	7.8	6.5	.89	2.53
	R. Roberts	45.95	15.32	29.13	58.26	7.8	4.7	.448	2.08
Average for District No. 4.		55.76	18.59	32.70	65.40	7.7	5.7	.446	2.56

SUMMARY.

[The discrepancies shown in the different districts are due to the names having been selected at random. The average earnings of all the men in the different mines varies but little.]

	Gross earnings.	Laborers' wages. (a)	Net earnings after deducting wages and supplies.	Miners' monthly earnings on this basis.	Average hours breaker worked per day.	Average hours contract miners worked per day.	Average rate per hour.	Average rate per day while in mine.
Average for district No. 1	$55.65	$18.37	$31.52	$63.04	8	5.1	$0.512	$2.57
Average for district No. 2	62.69	20.60	35.99	71.98	7.8	5.32	.493	2.58
Average for district No. 3	55.46	18.48	32.72	65.44	7.5	3.9	.653	2.54
Average for district No. 4	55.76	18.59	32.70	65.40	7.7	5.7	.446	2.56
General average	57.38	19.01	33.24	66.48	7.75	5	.526	2.56

a Miners pay their laborers all sorts of prices, in some instances more than one-third of the gross earnings.

APPENDIX E.—REPORT OF INTERVIEW OF COMMISSIONER OF LABOR WITH MESSRS. GEORGE F. BAER, R. M. OLYPHANT, E. B. THOMAS, AND DAVID WILLCOX.

NEW YORK, *June 10, 1902.*

MEETING AT OFFICE OF THE DELAWARE AND HUDSON COMPANY.

Present: Mr. Carroll D. Wright, Commissoner of Labor; Mr. George F. Baer, Mr. R. M. Olyphant, Mr. E. B. Thomas, Mr. David Willcox.

Mr. Wright read the demands, as stated to him by Mr. Mitchell.

Mr. Baer then made a statement, as follows:

We have never had a formal demand made upon us for anything other than a uniform scale of wages for the whole region. Mr.

Mitchell, before the Civic Federation, presented substantially the demands named in the statement you have read.

Mr. THOMAS. With one exception. He demanded that all coal be weighed.

Mr. WILLCOX. In his final telegram Mr. Mitchell states these demands without suggesting any willingness to make any conditions at all.

Mr. BAER. The only formal statement we have of the demands is contained in Mr. Mitchell's dispatch. When the Civic Federation appointed the subcommittee, consisting of Mr. Mitchell and the other district presidents of the anthracite region and Mr. Thomas, Mr. Truesdale, and myself [Mr. Baer], it was then understood that no report should be made of any proceedings except to the Civic Federation, which was to be called together thereafter by the chairman. Primarily on this account we have hitherto declined to give a public statement. For reasons satisfactory to the Civic Federation no meeting was ever called to hear the report of the committee. Now, however, that the President desires information, we first submit the correspondence between Mr. Mitchell and the presidents of the coal companies, together with a statement of the history of the negotiations. (Appendix C.)

At the request of the Civic Federation we met a committee of the Civic Federation, Mr. Mitchell, and his three district presidents, and spent one whole day discussing the questions at issue between us. This first meeting resulted in an adjournment for thirty days, Mr. Mitchell agreeing on his part to withdraw the order which had been issued to the men not to work more than three days a week after the 1st of April. At the expiration of the thirty days we again met the Civic Federation committee and Mr. Mitchell's committee, together with a delegation representing, as we understood it, the local organizations. There were probably twenty or more miners and mine workers' representatives at that meeting. Every phase of the situation was fully and fairly discussed. We endeavored to convince them that it was impracticable to increase wages; that it was impossible to establish an eight-hour day; that many of the men (the miners) only work from four to six hours a day now. We explained fully why a uniform schedule of wages could not be adopted in the anthracite region such as was common in the bituminous fields, by pointing out the great variety of work, the different classes of labor required, the peculiar condition of the veins, varying in depth, in pitch, in impurities, etc. At the end of a full day's discussion, at the request of the Civic Federation, the committee I have heretofore referred to was created. We spent two whole days together rediscussing the situation. The meetings were entirely friendly and harmonious. We exhibited our annual reports. We offered to exhibit any of our books

to verify our statements. This offer had heretofore been made before the Civic Federation and was again repeated. We asked them to name any information they desired, and it would be furnished them. No practical conclusion was reached except this: That the operators stood on their offer to continue the existing wages for another year from the 1st of April and thereafter subject to sixty days' notice.

The history of the strike begins from the time the United Mine Workers was a bituminous organization. Some time in the beginning of 1900, or the latter part of 1899, they succeeded in organizing a number of local unions in the Schuylkill region. In 1900 they inaugurated a strike in the upper coal regions. This strike did not extend to the Schuylkill region for some time. Finally, through sympathy, the anthracite mine workers in the Schuylkill region struck. There was the usual violence and calling out of the military to protect property. Shortly after this strike was inaugurated Senator Hanna met a number of gentlemen and insisted that if the strike were not settled it would extend to Ohio, Indiana, and Illinois, and the election of Mr. McKinley and Mr. Roosevelt would be endangered. He insisted that he was authorized to settle the strike, through Mr. Mitchell, if the operators would agree to a 10 per cent advance in wages. After a great deal of pressure had been brought to bear upon the presidents of the coal companies and positive assurances were given that the situation was really dangerous, President McKinley sending to me personally a gentleman to assure me that Ohio and Indiana were in danger unless some adjustment was made, we agreed to put up a notice which was prepared, as we understood, at Indianapolis and furnished by the United Mine Workers. The private operators absolutely refused to join in this advance, and, instead of the strike being ended as promised, it continued on for some time, and it became necessary, in order to relieve the situation, to call a meeting of the private operators with the presidents of the coal companies and to agree with them that if they would put up notices to pay 10 per cent increase we would meet a committee which they should appoint and endeavor to increase, if possible, the price of coal. They agreed to this, a committee was appointed by the private operators, and we sat two or three days a month for three months to reach an agreement with them. That agreement involved a heavy compensation to the private operators from the coal companies. The coal companies had to agree to change the basis of coal purchased from the private operators from a basis of 40 per cent and 60 per cent to a basis of 35 per cent and 65 per cent. In other words, we had to decrease 5 per cent and they increased 5 per cent.

Just before April we had another conference with the leaders of the mine workers, and they agreed that if we would continue the advance of wages for another year it would be satisfactory. In point of fact,

the advance in the upper regions was 10 per cent, as was agreed upon, but in the Schuylkill region, by reason of the Schuylkill mines having worked during part of the strike, and the coal having advanced in price, the basis increased and the actual increase to the Reading Coal and Iron Company thereby became 16 per cent instead of 10 per cent. Prior to the time of the strike in 1900 the basis of wages had been settled and proved satisfactory in the Schuylkill region and in the Lehigh region for a period of nearly thirty years. The wages were paid on a system of profit sharing. The basis was that when coal at Schuylkill Haven was worth $2.50 a ton the wages should be paid according to a scale then adopted, and that for each increase of 3 cents in the price of coal 1 per cent should be added to the miners' wages. For illustration: If a miner on this basis received $2 a ton and coal advanced to $2.24, the wages of the miner were increased 8 per cent, equivalent on a $2 basis (which is merely an illustration) to 16 cents. To show you how that would work out if no change had been made in the wages in the strike of 1900: The men on the old basis of $2.50 a ton would have received in October, 1900, 15 per cent advance; in November, 16 per cent advance, and in December, 16 per cent advance. In September, 1901, they would have received 20 per cent advance. In the other months, the percentage, being according to the price of coal, as in the summer months coal is lower, would fall, so that practically the 16 per cent advance made was no greater than they would have received under the sliding schedule.

The workings of the mines after the agreement was made with the mine workers proved very unsatisfactory. They attempted to enforce the collection of dues from their members. It is well known that when labor conditions become normal the mine workers refuse to pay their dues. In periods of excitement they pay. Last year the United Mine Workers insisted that we should permit one of their representatives to stand at the mine entrances and compel every man to produce a card of his organization showing that he was in good standing and had paid his dues. This was the source of a number of strikes and much trouble, we peremptorily refusing to do it. The object was to prevent nonunion men from going into the mines. They knew it would not do to use force, but if they could establish the fact that it was to the advantage of every miner to belong to the union and that he would be looked upon with disfavor unless he did, they hoped to succeed. They went further. At a number of collieries they absolutely refused to work with nonunion men. One colliery, the Temple, of which I am president, in an emergency employed carpenters who happened to be nonunion men. The miners immediately struck, shut down the colliery, and refused to go to work unless we discharged these carpenters. That is a sample of what was going on all over the region, so that in one year, notwithstanding this agreement, we had 102 strikes in mines

operated by the coal companies *alone*, of which we kept a record. In addition to that we discovered that, for some reason or purpose of their own, the amount produced at each colliery was reduced about 12½ per cent, and in many collieries more than that. Taking the Reading Coal and Iron Company alone, the total loss was over a million tons. The losses of the others seem to have been in the same proportion. We discovered by a comparison that, as the veins vary, the time required to mine a ton of coal varies; and there seemed to be a standard in the minds of these men of about $2.50 as a basis. Therefore, when the miner mined a sufficient quantity of coal to produce approximately $2.50, he quit work. In some of the collieries he worked less than four hours to produce that quantity of coal; in others it would take four and a half or five, but no man worked long enough to exceed $2.60 a day. When we called Mr. Mitchell's attention to these facts before the Civic Federation, he said that the United Mine Workers had not authorized it and that all the strikes were unauthorized. Our reply was then that "You are not able to control your men," to which there was no answer except he stated that if he had a written agreement, instead of a verbal one, he might be able to do better. The trouble is, according to my individual judgment, that men belonging to the unions were gradually forgetting to pay their dues, and that this strike and these extraordinary demands were framed for the purpose of preserving the organization. They had to promise the men something to justify their existence. As Mr. Thomas's letter will show you, there are about 22 different languages and dialects spoken in the region, and it is impracticable to reach all to reason with the men.

Now, on the question of wages, I submit to you for use of the President a pay roll which I have taken at random. It is a November pay roll of last year, as that was before this controversy began, and it is at your service, to see what we pay our men, and the number of men, the day's wages, the average per day, and the classification of men—a full statement of the cost of mining coal for the month of November. I also submit a statement, taken from that pay roll, to show the daily pay of the larger groups of workmen. For example, the lowest scale of wages is 85 cents, as you will see, for boy slate pickers; 3,000 of them get 85 cents a day; men slate pickers, who are too old to do any other kind of work, get $1.20.

Mr. THOMAS. We had boys earning 14 cents an hour when their fathers were working on the track at 12 cents an hour.

Mr. BAER. Now, to show the business side of it, I have had a careful statement made of the actual cost of mining for the last four years. In 1899 the cost of labor entering into mining a ton of coal was $1.067, the material used in the colliery, $0.314, general expenses, $0.208. The total cost of a ton of coal in 1899 at the mines was $1.589. In

1900 the labor increased to $1.121, the material to $0.35, general expenses decreased to $0.19, and the total cost of a ton was $1.667. In 1901 the labor raised to $1.263, the material to $0.365, and general expenses were $0.19. The total cost was $1.823 per ton. For the ten months ending April 30, 1902, the labor was $1.383, material $0.416, and general expenses $0.192, so that the total cost was $1.991. It must be understood that the Reading Company mines the greater part of its output from its own land, held in fee, and there is no charge of royalty or for sinking fund in this whatever.

I also submit a statement to show what the average daily wages of all the employees are, without regard to classification, including breaker boys and everyone, taken from our pay roll. In January, 1902, we had 15,976 inside laborers and 9,828 outside laborers, a total of 25,804 men. The average pay per day, which included the boys in the breakers and at the veins, was $1.89. February, 1902, 26,270 men, and the average per day was $1.898; March, 26,729 men, and the average per day, $1.896; in April, 26,829 men, and the average was $1.906.

I submit the balance sheet of the Reading Coal and Iron Company for the fiscal year ending June 30, 1901, to show that we have invested, in round numbers, $87,000,000. This is an actual investment. There is no fictitious value or watered stock in it. When the company was reorganized the coal lands were appraised and every item of property is as near actual valuation as we could get it. The cost of these lands was much greater than what appears on our balance sheet, and the colliery improvements, which are represented by $7,000,000, are worth more than twice that amount. We have forty-four collieries, and a modern colliery costs from $400,000 to $500,000; I mean by that the shaft, pumping machinery, and the breaker. So that all these things are under valuation rather than over. On this investment there were mined from lands owned and leased 9,253,974 tons. The profit and loss for the year showed only $555,394. There was, however, taken out of current expenses $413,000, which was 5 cents a ton, for depreciation of land. If we had paid the common royalty of the region on coal, the operations would have been carried on at a loss. The same general results are shown in the Lehigh and Wilkesbarre balance sheet, which shows that the profit and loss of that company was only $239,804. The Lehigh Valley Coal Company's report shows a loss of $491,576.

It is a fact that, taking the companies which are known as the principal coal companies, the Reading, Lehigh Valley, and Erie, neither of them has been enabled to pay dividends on stock for many years. It is commonly said that where the coal companies are owned by the railroad companies the loss in the coal companies is made up in the transportation. This is a great error. If you will take the history

of the Reading Company, which has not paid a dividend in practically fifteen years, except within the last two years, when it has paid a dividend of 4 per cent on $28,000,000 of stock, you have this result. There is invested in the Reading Coal Company $85,000,000; in the Reading Railway Company and what is known as the Reading Company there is outstanding $140,000,000 of stock, making an investment, with the Coal Company assets, of $225,000,000. No dividends have been declared in the last fifteen years on this stock, with the exception of two years on the preferred stock, which amounts to $28,000,000. Taking the total earnings, without regard to dividends, of the Reading Company (which includes the railway company) and the coal company, the total earnings for last year were $2,663,087 before the payment of the Reading Company's dividend and the general mortgage sinking fund. So that, in point of fact, for many years these companies have not been able to earn dividends on their stock. What I have said of the Reading is true of the Lehigh Valley, and the same thing is practically true of the Erie, for which Mr. Thomas will speak. With my experience in operating the Reading Railway Company, I find that we have only been able to increase its revenue by increasing our merchandise, passenger, and miscellaneous traffic, and that just in proportion as we have been able to increase that traffic, the financial affairs of the Reading Railway have improved, and not by reason of the coal business. You will see what I mean by that. In 1894 and 1895 the merchandise traffic of the Reading Railway was $6,400,000; last year it was $10,579,000.

Now, as a business proposition it is absolutely impracticable to increase the cost of mining anthracite coal. Year by year, for reasons which we can not control, the cost will increase, and by the increased cost of the material we must use in the mines, and by deeper mining, which not only adds to the original cost of sinking shafts but enormously to the cost of pumping and hoisting. Forty per cent of the anthracite coal is sold in the market below the cost of mining. The reasons are that these coals compete with bituminous coal. The steamboat coal is used almost exclusively in pig-iron furnaces. Its price is regulated by the price of coke. Coke is a better fuel for smelting iron than anthracite, because it bears a heavier burden; and while formerly the furnaces of the Schuylkill region and the Lehigh region used anthracite coal exclusively, it is impossible to use anthracite fuel now alone, as the crushing weight of the material is so great that anthracite coal would become a compact mass, which will not let the blast through. Therefore, anthracite coal is confined to low-stack furnaces, or to high-stack furnaces where a certain percentage can be used. For instance, a company uses 40 per cent of anthracite to 60 per cent of bituminous. The rice and smaller sizes of coal, which would be waste, are sold as low as 41 cents per ton. The buckwheats

and the peas run up until the highest price we get for those sizes is $1.65 for pea. That puts the whole burden of any advance price on 60 per cent of our production, which constitutes the domestic sizes. All the other sizes must be sold in competition with bituminous coal, and they must be sold to enable us to take precedence over bituminous coal, or they can not be sold at all. The other 60 per cent, which are known as the prepared and domestic sizes, must bear the raise in price, and it comes upon every workingman and everybody who uses coal, for primarily this coal is used for household purposes, not for manufacturing; and were we to increase the price of coal then the cry would be that the coal barons are oppressing the poor. And the only suggestion that has been made to us when we presented these figures both to the Civic Federation and to Mitchell was that we should put this burden on the public. If we did, there would not only be general indignation, but many of the Western and New England markets would be taken from us; and to further increase the price of anthracite coal is absolutely to restrict its output and to injure the miners and injure us. So that it is not a matter of sentiment, but a hard business proposition. It is impossible to go any further than we have gone. If the President wants to send an expert to examine our books, they are at his service. But we can not meet the expectations of all the politicians and philanthropists of this country.

You may say to the President that we honestly believe that, so far as we know ourselves, we are men of as good consciences and as good intentions as anyone; that we have the interests of labor more at heart, because we are brought in daily contact with it, and that we have the interest of the business and the prosperity of the country more constantly before our eyes than all the members of the Civic Federation and the philanthropists put together. We can help to destroy the prosperity of the country by meeting the foolish demands of those who are asking for more than it is in our power to give.

Regarding an estimate of the increased cost of production as a result of the demands, the unknown fact is how much the production of the mines would be reduced by an eight-hour day. You can see that the investment is there; the machinery, pumping, and care of the mines goes on for twenty-four hours; the general superintendents and the men who are paid by the month (and there are a great many who must be paid by the month). A mere increase of 20 per cent in wages on the cost of prepared sizes would be about 46 cents a ton increase. To that must be added the increased cost by reduction of output, the general expenses all going on. Probably that might be estimated at 14 cents, making the whole about 60 cents.

The total amount of wages paid in the anthracite fields last year was, so far as I can ascertain, about $66,000,000. So that there would be an increase of probably $20,000,000.

There is another factor which is involved in this question of labor. We have been unable to have any discipline in the mines at all. The men work when they please since the last strike. We have no control over them.

Mr. Olyphant then said: I was only going back a little to say that in the strike to which Mr. Baer alluded, in 1876, the wages in the Wyoming region were different from those in the Schuylkill region; one was a basis and the other a fixed price per ton. We had twenty-three years of perfect peace—nothing to trouble us in our mines anywhere. Throughout that time we adhered to the rate of wages paid, no matter what the condition of trade was. In our company we passed years when we did not come anywhere near making our fixed charges, but the men had their wages all the same. When we came on toward this strike in 1900 the great hue and cry was that the anthracite miners had been getting no more than they had received, while in the bituminous and iron industries the wages had been raised; though in both these industries wages had been carried to the lowest point that men could stand, and we had never in that region given one cent less than we had agreed at that time. This was the condition when these men came in upon us.

Mr. BAER. In 1900 we all felt that the only substantial grievance that the men had in our section was the fact that during the depressed times we were unable to run our collieries to their full capacity. It was not the basis of wages paid, but that we could not give them sufficient work. But for the last eighteen months the condition has been just the other way. We can not produce as much coal at our collieries as the market will take. They will not mine it for us. The condition of the whole anthracite trade has changed with the general demand for fuel all over the United States. It will not last long; a reaction is bound to come.

(On request of Commissioner Wright, Mr. Olyphant and Mr. Thomas corroborated all that Mr. Baer had said.)

Mr. OLYPHANT. I have nothing more to say, excepting this: That after the period of which I spoke of these men have been coming in, having first sent their delegates to incite the men and make them feel that they could get more—in 1900 they came forward with their demands, which, as acceded to under the pressure which was brought upon the mine operators, amounted to nearly nine millions of dollars. That we considered to be an annual payment which we had to make. Eighteen months afterwards, not at all satisfied, they make demands which, as originally stated, would have amounted to fifteen millions, but have reduced them so that they would amount to about eight or nine millions, and have stated that they were coming again in 1903. Now, what is to be done in such a case?

Mr. WRIGHT. The men who are paid per ton are practically subcontractors?

Mr. BAER. Yes. They hire helpers at about $1.75 per day, or whatever they pay them.

Mr. WRIGHT. Do these helpers participate with the subcontractors in any increase?

Mr. BAER. We have no means of knowing that.

Mr. THOMAS. I assume that they must have done so, but am not certain.

Mr. WILLCOX. There is one thing to say about the United Mine Workers. Do you stop to think of the gigantic character of this attempt? This is a union which seeks to control the entire fuel supply. That sort of a union is objectionable. It is really a trust.

Mr. WRIGHT. What if the present status holds for four or five months? The statement of Mr. Thomas is that the country would adjust itself to bituminous coal.

Mr. THOMAS. No; not in so short a time as that.

Mr. WRIGHT. Then what would happen if the strike continues for four or five months?

Mr. THOMAS. Strikes in anthracite fields have continued longer than that without any general inconvenience.

Mr. WRIGHT. Are the men preventing the pumping of the mines?

Mr. BAER. They are preventing it, intimidating our men, etc. We are keeping the pumps at the mines running by the aid of armed crews. Mitchell's men are engaged in the most active war that is possible, and we can not prevent it.

Mr. WRIGHT. Was the price of coal enhanced last year?

Mr. BAER. No; we have not advanced the price of coal since 1900.

Mr. WRIGHT. You receive no more for the coal?

Mr. BAER. For the smaller sizes we get less. There has been no increase in the price of coal since the circular of November, 1900, which was based upon the 10 per cent advance.

Mr. WRIGHT. Has immigration affected this situation?

Mr. BAER. The act of 1889, which stated that a miner must have a certificate as a licensed miner and have worked two years or more in a mine, was intended to prevent outsiders from coming in. This did not refer to laborers. But we had no trouble up to 1900.

Mr. WRIGHT. Suppose you should make a three-years' contract, or more, with the union on any basis. Would it help the situation?

Mr. THOMAS. How can we tell about the markets—what the effect is going to be next year or the year after? We can no more tell whether we can pay the same wages next year or the year after or for three years from now than we can tell anything. Any recommendation or any statement that we might make, public opinion would compel us to

comply with. Until the union assumes some legal and pecuniary responsibility no contract would be of any avail.

Mr. WRIGHT. What has been the output per man, we will say, during the last two years, compared with the previous output?

Mr. BAER. Our records show that where a man produced 6 tons formerly, before 1900, it has been reduced to about 5; but I have made 12½ per cent the basis in the statements, so as to be within bounds.

Mr. WRIGHT. The official statistics of the Geological Survey show rather an increase in the output of the mines.

Mr. THOMAS. That is not possible. There is a great deal of this coal, the washery coal, which the miner has nothing to do with.

Mr. BAER. Perhaps they have taken the aggregate number of men employed without reference to the class of work.

Mr. WRIGHT. I am going to ask a question which does not belong to my errand. You are perhaps perfectly familiar with the methods of those coal markets where they have methods of arbitration, all grievances being first submitted to a board, and there being no suspension of work pending their consideration of them. Have you ever considered that method as applicable to your own mines?

Mr. BAER. Personally I have investigated that subject very clearly, and find that in England in times of depression nothing works at all; that if that condition is followed up it generally results in a strike. I have followed up that condition in Australia and talked with a gentleman who has traveled there, and I find that labor always expects something, and any arbitration which does not give them something is rejected. In times of prosperity it works very well, when everybody is making money.

Mr. WRIGHT. Is there any sort of suggestion which the President or anyone else can make, looking to the cessation of this difficulty?

Mr. THOMAS. If the Civic Federation and all the politicians in this country will simply say, "Gentlemen, this is a commercial transaction, in which we do not see our way clear to interfere," it will do more to end it than anything else. The sentiment has been right along that, through the Civic Federation, they could bring us to terms.

Mr. WRIGHT. You think that the existence of that committee of thirty-six was more of an obstacle than anything else?

Mr. THOMAS. I do.

Mr. BAER. We are working for the future of an industry which if it yields to public clamor at this time is irretrievably ruined.

Mr. WRIGHT. Would you be willing to cooperate in appointing a small commission to consider the whole mining methods—simply the modus operandi—and to report at a future time for the acceptance of their conclusions by the operators and miners?

Mr. THOMAS. In the first place, to get an intelligent report the men

must have had experience in anthracite mining. Just where a body of men can be found who have the experience, the intelligence, and the leisure to devote to that I do not know. Any recommendation they might have to make should carry with it, so far as we are concerned, the force of law.

Mr. WRIGHT. I mean a commission of such men as you would appoint and some to be appointed by Mr. Mitchell and his colleagues to investigate and report what it finds in the matter.

Mr. THOMAS. We are not as free as they could be, on account of public opinion. You say this would be a voluntary commission. If we did not agree to its findings, the public would say: "Well, now that you have agreed to this, prove it."

Mr. BAER. After you have read over the correspondence and the statements we have made to-day, if you want anything more, if you want to send and look at our books, we will do whatever we can for you. It is a great pity that somebody did not go over the ground before this.

APPENDIX F.—STATEMENT OF MR. E. B. THOMAS, REPRESENTATIVE OF ERIE RAILROAD COMPANY AND LEHIGH VALLEY COMPANY.

I fully concur in Mr. Baer's general statement and in the figures which he has submitted. I did not come prepared for any meeting of this character, and brought no statistics as to the cost of mining, the rate of wages, or any facts whatever connected with the production of anthracite coal in so far as they relate to the Lehigh Valley and Erie companies.

I will cheerfully furnish, on request, any figures or statements desired. The great and growing industry of this country is the bituminous coal industry. The percentage of increase in tonnage and value exceeded in the last year that of any one industry in the United States. For several years prior to 1900 the best that could be said of the anthracite industry was that it was stationary, and indeed in some respects might be counted as declining. Seventy-five per cent of the increase of 1901 has come from what is known as "washery" coals and from the better practice that we have inaugurated in saving coal that heretofore went to the culm piles. This character of fuel is only marketed along our lines locally and at tide water, and is in active and keen competition with bituminous coal. Much of this character of coal does not net to producing companies over 25 cents per ton at the mines, but by reason of the facility with which it is handled, its cleanliness, and better method of preparation, the market for coal heretofore wasted has been increasing. In respect of the prepared sizes. that consumption will increase only as the prosperity of the country

increases and with the building of homes. Anthracite coal is not strictly a necessity, but may more properly be classed as a luxury, and if some unfortunate accident should overtake the anthracite country and entirely extinguish the industry, leaving the rest of the country unimpaired, with our enormous supplies of bituminous coal it would simply take the place formerly occupied by anthracite. Bituminous coal is the fuel of the world, and is universally used in foreign countries, the only anthracite produced abroad being what is known as Welsh coal, but that is little used in England, being marketed almost entirely on the Continent. Prior to 1901 the difficulty in the anthracite region was to find a market for 60,000,000 tons when the consuming capacity of the country was only about 45,000,000.

The consumption of coal being in the fall and winter months, no one will buy coal in May and June for consumption in January unless it is to his advantage. Last year our companies inaugurated, and I think most of the other companies followed, a plan of reducing the price of coal to the consumer 50 cents per ton in the month of April and increasing that for five months at the rate of 10 cents per ton, in order to make an inducement for people to take their coal in the summer, and thereby more evenly distributing the production over the twelve months. For the first time in the history we made some progress in that direction. We had started in that direction this year when our work was interrupted by the strike of the miners.

The coal that is marketed in the West is transported in returning grain cars at a rate a little higher than the grain coming East. That same rate can not be applied to tide-water coal, because it has to be transported in an entirely different class of equipment, which returns empty and requires entirely different preparation.

I think that the management of the anthracite properties are as earnest in their efforts to continue the prosperity of the industry as anybody else in this country, but the anthracite industry is not broad enough to carry the financial and political prosperity of a country of 77,000,000. I want to state one point that we made before Mr. Mitchell at our conferences. We are not opposed to union labor. I have been dealing with union labor for thirty years, but what Mr. Mitchell is seeking to bring about is simply impracticable. Mr. Mitchell admitted in our conference that he had never been inside an anthracite coal mine but once in his life. I said, "Mr. Mitchell, I have not only weighed coal in bituminous mines, but I have had fifteen years' experience in the anthracite mines, and it is absolutely impossible for you to realize the differences which exist." There are carried on the pay rolls from 70 to 80 different occupations. They raised a question a while ago in the case of a man who was getting $1 a day and another who was getting $1.50 a day for mule driving. One was

a cripple and the other was uninjured. It stands to reason who could do the most work. Now, the anthracite mining varies in its districts. You understand what are known as the anthracite districts. The different chambers in the same mine differ. I feel that our labor is better protected in the anthracite region, and that the companies—the larger companies; I do not speak of the smaller operators—are more disposed to give attention to petty complaints and questions of injustice, and make every effort to make the conditions of work pleasant. All of our division superintendents are held for the results of the men under them. Should the men under one division superintendent stop working for one or two days, naturally there is a falling off in the production of that mine. That man is under constant pressure to keep his men at work, and he can only do so by fair treatment of the men under him. The Lehigh Company has one mine from which it had not mined a pound of coal in the four months prior to this strike, because the miners declined to allow nonunion men to work in the mine. I think it is an injustice. Every man has the inalienable right to work, and if he is required to have a license from a labor leader to do so, I say the time has come for a new Declaration of Independence.

In our posted notices to the miners we told them we would take up any grievances which might occur with the superintendents, and that we have done, and that we expect to do, and that seems to us fair, but we can not take up differences through persons not in our employ. The discipline of the men can not be taken out of our hands, because we are responsible for the safety of life and property.

Now, you take it on our railroad. We have had agreements with our men, and have them now, and can not see that there is any reason why we should not.

Mr. Wright quoted the following from Mr. Mitchell: "That they are not interfering with the pumpmen."

Mr. Thomas stated: "Now, their demand is this: That these pumpmen should have, instead of a ten-hour day, an eight-hour day with the same pay. By a system of intimidation they have forced the most of all those remaining men out, and we have been compelled to go outside for men. One of the largest dry-goods firms in Wilkesbarre yesterday declined to sell blankets to the Lehigh Valley Coal Company to cover our imported labor under the threat that they would be boycotted if they did. Not only that, but a poor school-teacher was obliged to give up her position because her father remained at work. But for the system of intimidation and boycott which prevails in the anthracite region, comparatively few, if any, of our engineers, pumpmen, or firemen would have left our employ, but the policy which is being pursued and the annoyance to which they are subjected is a disgrace to civilization."

APPENDIX G.—STATEMENT OF MR. DAVID WILLCOX, VICE-PRESIDENT AND GENERAL COUNSEL OF THE DELAWARE AND HUDSON COMPANY.

JUNE 7, 1902.

TO THE PRESIDENT OF THE UNITED STATES.

SIR: The Delaware and Hudson Company was incorporated by an act of the legislature of the State of New York, passed April 23, 1823. Its principal object, as stated in the act of incorporation, was to furnish to the State of New York a supply of coal found in the State of Pennsylvania. By various acts of the legislature of the State of Pennsylvania it is authorized to hold real estate and generally to conduct its business in that State. It is the owner of large coal properties in Pennsylvania, together with a considerable system of railroads extending from the coal regions of Pennsylvania into the States of New York and Vermont, and is engaged in the business of producing anthracite coal in Pennsylvania and shipping the same over said roads into said other States. Its business is therefore, for the most part, of an interstate character. In order to preserve its mines from injury by water and gas, it is necessary to keep in operation pumps and other machinery, a stoppage of which would cause serious damage to the property.

The association known as the United Mine Workers of America is an association composed of a large number of miners and laborers engaged throughout the country in mining anthracite and bituminous coal and employed by the owners of said mines. This association has its headquarters in the State of Indiana, and exists also in the State of Pennsylvania and in the localities where are situated the collieries of this company. Its general purpose is to dictate all the terms of the contract of employment between producers and employees engaged in mining, preparing and shipping all the bituminous and anthracite coal of the country, and to enforce its orders and directions by whatever means may be most effectual, including strikes, not confined to its own members alone, but in which are compelled to join, as far as possible, all other persons similarly employed. Its violent methods have already received the condemnation of the circuit court of the United States. (Reinecke Company *v.* Wood, 112 Fed. Rep., 478.)

During last spring, as the result of various conventions and committee meetings, the association made certain demands upon the producers of anthracite coal. These reduced themselves to a demand that the hours of labor be diminished from ten hours to eight without change in the rate of wages. The result, of course, would be that each individual worker would receive no greater aggregate wages, but that the expense of producing coal would be increased about 20 per cent. This eliminated any claim that the present wages

are insufficient, because, if the demands of the Mine Workers were granted, the amount earned by the individual would be no greater than it is now; the difference would be merely that it would take him two hours less to earn it. In the case of the miners themselves, I should say in passing, there would be no advantage, because they already work not more than six hours. As to them, there was a demand that the prices of their contract work should be increased 20 per cent, so as to enable them to reduce the hours of labor of their helpers from ten to eight without expense to the miners themselves. So that, as I have said, the matter comes down to a demand that the hours of labor should be reduced without any increase in the wages of the individual, but with the effect of an addition of about 20 per cent to the cost of production, or not less than $10,000,000 in the aggregate, and more than the aggregate dividends paid by all the anthracite coal companies. This would have consumed all the profits of the producers unless it should be covered by a large advance in the price of coal. The producers felt themselves unable to comply with such demands.

Accordingly, the United Mine Workers upon May 8, 1902, promulgated an order that all workmen, with the exception of engineers, firemen, and pumpmen at the collieries of this company, cease and desist from work from and after May 12, 1902. It thus recognized that the engineers, firemen, and pumpmen were engaged merely in the preservation of the property. Thereafter, failing to secure concession of the demands above stated, it ordered a simultaneous cessation of work on the part of all said engineers, firemen, and pumpmen. The manifest object of the latter movement was merely to coerce this company into complying with the demands already made through fear of injury and destruction of its property engaged in its interstate business as above stated.

These facts show that the United Mine Workers association and all of its members constitute a combination or conspiracy in restraint of trade and commerce among the several States, and also an attempt to monopolize the labor necessary in supplying coal found in one State to the markets of other States, and thus to monopolize this part of the commerce among the several States. The action already had by said United Mine Workers has greatly injured this company's interstate business, as above stated, and said association is in great part monopolizing the labor necessary in carrying on the same. The courts have already many times held that such a combination is unlawful within the act of Congress of July 2, 1890, passed for the purpose of preventing restraints of interstate commerce and known as the Sherman Act. (U. S. *v.* Council, 54 Fed. Rep., 994; 157 Fed. Rep., 85; Thomas *v.* Cincinnati Co., 62 Fed. Rep., 802, 803; U. S. *v.* Agler, 62 Fed. Rep., 824; U. S. *v.* Elliot, 62 Fed. Rep., 801; 64 Fed. Rep., 27; Arthur *v.*

Oakes, 63 Fed. Rep., 310; In re Debs, 64 Fed. Rep., 724; affd. 158 U. S. 564, 600; U. S. *v.* Trans-Missouri Assn., 166 U. S. 280, 343, 356.) In addition, it is reported that efforts are in progress to induce those who are engaged in interstate railroad service to simultaneously abandon their employment for the purpose of aiding the demands of the United Mine Workers by crippling such commerce. Such action would bring the case exactly within the decision of the United States Supreme Court, in the case which led to the imprisonment of Mr. Debs (158 U. S., 564), and would clearly be unlawful.

Inasmuch as the newspapers have reported that some sort of application has been made for interference on the part of the national authorities, I write to call your attention to these facts and to submit the same for your consideration.

Very respectfully DAVID WILLCOX.

APPENDIX H.—CONTRACT OF BITUMINOUS COAL MINERS AND OPERATORS.

ILLINOIS AGREEMENT FOR SCALE YEAR ENDING MARCH 31, 1903.

Whereas a contract between the operators of the competitive coal fields of Pennsylvania, Ohio, Indiana and Illinois and the United Mine Workers of America, has been entered into at the city of Indianapolis, Ind., February 8, 1902, by which the present scale of prices at the basic points, as fixed by the agreement made in Indianapolis, Ind., February 2, 1900, is continued in force and effect for one year from April 1, 1902, to March 31, 1903, inclusive; and,

Whereas this contract fixes the pick-mining price of bituminous mine-run coal at Danville, at 49 cents per ton of 2,000 pounds: Therefore, be it

Resolved, That the prices for pick-mined coal throughout the State for one year beginning April 1, 1902, shall be as follows:

FIRST DISTRICT.

Streator, Cardiff, Clarke City, and associated mines, including Toluca thick vein	$0.58
Third vein and associated mines, including 24 inches of brushing	.76
Wilmington and associated mines, including Cardiff long wall and Bloomington thin vein, including brushing	.81
Bloomington thick vein	.71
Pontiac, including 24 inches of brushing	.81
Pontiac top vein	.58
Marseilles	1.09

(Rate at Marseilles to continue until September 1, 1902, at which time the conditions are to be investigated by President Russell and Commissioner Justi, and if conditions are changed as now contemplated an equitable adjustment shall be made.)

Morris and Seneca (referred to a committee composed of Commissioner Justi and two operators and President Russell and two miners to fix mining prices, which shall become a part of this contract; the same to be considered before May 1, 1902).	
Clarke City lower seam, brushing in coal	$0.66

SECOND DISTRICT.

Danville, Westville, Grape Creek, and associated mines in Vermilion County.	.49

THIRD DISTRICT.

Springfield and associated mines	.497
Lincoln and Niantic	.53
Colfax	.53

FOURTH DISTRICT.

Mines on Chicago and Alton south of Springfield, to and including Carlinville; including Taylorville, Pana, Litchfield, Hillsboro, Witt (Paisley), Divernon, and Pawnee	.49
Assumption long wall, under present regulations	.65½
Moweaqua room and pillar	.53
Mount Pulaski room and pillar	.66
Decatur, present conditions	.64

FIFTH DISTRICT.

Glen Carbon, Belleville, and associated mines, to and including Pinckneyville, Willisville, and Nashville	.49
Coal 5 feet and under	.54

SIXTH DISTRICT.

Du Quoin, Odin, Sandoval, Centralia, and associated mines	.45
Salem and Kinmundy	.50

SEVENTH DISTRICT.

Mount Vernon	.50
Jackson County	.45
(All coal 5 feet and under, 5 cents extra per ton; this not to apply to lower bench, nor rolls or horsebacks.)	
Lower bench, Jackson County, for shipping mines, miners to carry 14 inches brushing	.58
Saline County	.45
Williamson County	.52
Gallatin County (price to be determined by Thomas Jeremiah and Commissioner Justi and become a part of this contract).	

EIGHTH DISTRICT.

Fulton and Peoria counties, thin or lower vein (third vein conditions)	.76
Fulton and Peoria counties, No. 5 vein	.56
Astoria, No. 5 vein (Fulton and Peoria counties' conditions)	.56

Pekin (price of 60 cents per ton continued under provisions similar to those in State agreement for year ending April 1, 1902, viz.: Price of 60 cents per ton, with Fulton and Peoria counties' conditions to be in force for 90 days from April 1, 1902, during which time a record is to be kept to determine cost of removing dirt, etc. Should this rate be found to work a hardship, it shall be readjusted; if it transpires that it is equitable it shall continue during the life of this agreement. It is understood that the Pekin operators and delegates will determine by what method the readjustment shall be considered).

Fulton and Peoria counties, No. 6 vein (referred to a committee composed of Commissioner Justi and two operators and President Russell and two miners to fix a mining price which shall become a part of this contract; the present rate of 59 cents per ton to continue in force pending adjustment by said committee. The same to be considered before May 1, 1902).

Gilchrist, Wanlock, Cable, Sherrard, and Silvis mines, 60 cents per ton with last year's conditions. In case of deficient work, where miner and mine manager can not agree as to compensation, the mine committee shall be called in; and, if they can not agree, the dispute shall be carried up under the thirteenth clause of the present scale.

Kewanee and Etherley $0.65

Pottstown, No. 1 seam, scale to be the same as Gilchrist and Wanlock, except in the brushing of the top, that shall be settled by the subdistrict.

NINTH DISTRICT.

Mount Olive, Staunton, Gillespie, Clyde, Sorento, and Coffeen, and mines on the Vandalia line as far east as and including Smithboro, and on the B. & O. S. W. as far east as Breese ..... .49

Coal 5 feet and under ..... .54

First. The Indianapolis convention, having adopted the mining and underground day-labor scale in effect April 1, 1900, as the scale for the year beginning April 1, 1902, no changes or conditions shall be imposed in the Illinois scale for the coming year, that increase the cost of production of coal in any district in the State, except as may be provided.

Second. No scale of wages shall be made by the United Mine Workers for mine manager, mine manager's assistant, top foreman, company weighman, boss drivers, night boss, head machinist, head boilermaker, head carpenter, night watchman, hoisting engineers. It being understood that "assistant" shall apply to such as are authorized to act in that capacity only. The authority to hire and discharge shall be vested in the mine manager, top foreman, and boss driver. It is further understood and agreed that the night watchman shall be exempt when employed in that capacity only.

Third. Any operator paying the scale rate of mining and day labor under this agreement, shall at all times be at liberty to load any railroad cars whatever, regardless of their ownership, with coal, and sell and deliver such coal in any market and to any person, firm, or corporation that he may desire.

Fourth. The scale of prices for mining per ton of 2,000 pounds run-of-mine coal herein provided for, is understood in every case to be for coal free from slate, bone, and other impurities, loaded in cars at the face, weighed before screening; and that the practice of pushing coal by the miners shall be prohibited.

Fifth. (*a*) Whether the coal is shot after being undercut or sheared by pick or machine, or shot without undercutting or shearing, the miners must drill and blast the coal in accordance with the State mining law of Illinois, in order to protect the roof and timbers in the interest of general safety. If it can be shown that any miner persistently violates the letter or spirit of this clause, he shall be discharged.

(*b*) The system of paying for coal before screening was intended to obviate the many contentions incident to the use of screens, and was not intended to encourage unworkmanlike methods of mining and blasting coal, or to decrease the proportion of screened lump, and the operators are hereby guaranteed the hearty support and cooperation of the United Mine Workers of America in disciplining any miner who from ignorance or carelessness or other cause fails to properly mine, shoot, and load his coal.

Sixth. In case slate, bone, clay, sulphur, or other impurities are sent up with the coal by the miner, it shall be the duty of whomever the company shall designate as inspector to report the same, with the estimated weight thereof, and the miner or miners so offending shall have such weight deducted from the established weight of the car, and for the first offense in any given month shall be fined 50 cents; for the second offense in the same month he or they shall, at the option of the operator, be fined $2 or suspended for two working days; and for the third or any subsequent offense in the same month, or in malicious or aggravated cases for the first or any subsequent offense, the operator may indefinitely suspend or discharge.

The company weighman shall post in a conspicuous place at the pit head the names of all miners dealt with hereunder.

The inspector designated by the operator shall be a member of the United Mine Workers of America, but in the discharge of the duties herein specified shall not be subject to the jurisdiction of the local union or president or pit committee, and against any miner or committeeman seeking in any way to embarrass the inspector in or because of the discharge of such duties the provisions of the miners' State constitution shall be invoked and in addition he shall, at the option of the operator, be suspended for two working days.

In case it shall be alleged by either the local representatives of the miners or by the operator that the inspector is not properly performing his duties hereunder, it shall be so reported to the miners' subdistrict president, who shall, within forty-eight hours after the receipt of notification, take it up with the superintendent of the company for

adjudication; and, if it shall be found that the inspector is not faithfully performing such duties, he shall be discharged or transferred to other duties, as the operator may elect.

The proceeds of all fines hereunder shall be paid to the miners' subdistrict secretary-treasurer, and under no circumstances shall any such fine be remitted or refunded.

Seventh. The miners of the State of Illinois are to be paid twice a month, the dates of pay to be determined locally, but in no event shall more than one-half month's pay be retained by the operator. When any number of men at any mine so demand, statements will be issued to all employees not less than twenty-four hours prior to pay day. No commissions will be charged for money advanced between pay days, but any advance between pay days shall be at the option of the operator.

Eighth. The price for powder per keg shall be $1.75—the miners agree to purchase their powder from the operators, provided it is furnished of standard grade and quality; that to be determined by the operators and expert miners jointly, where there is a difference.

Ninth. The price for blacksmithing for pick mining shall be six-tenths of a cent per ton for room and pillar work, and 12½ cents per pay per man, or 25 cents per month for long wall for pick and drill sharpening.

Tenth. It is understood that there is no agreement as to the price of oil.

Eleventh. The inside day-wage scale authorized by the present agreements, i. e., the Columbus scale of 1898, plus an advance of 20 per cent, shall be the scale under this agreement; but in no case shall less than $2.10 be paid for drivers.

Twelfth. The above scale of mining prices is based upon an eight-hour workday, and it is definitely understood that this shall mean eight hours' work at the face, exclusive of noon time, six days a week, or forty-eight hours in the week, provided the operator desires the mine to work, and no local ruling shall in any way affect this agreement or impose conditions affecting the same.

Any class of day labor may be paid, at the option of the operator, for the number of hours and fractions thereof actually worked, at an hour rate based on one-eighth of the scale rate per day: *Provided, however*, That when the men go into the mine in the morning they shall be entitled to two hours' pay whether the mine hoists coal two hours or not, except in the event that they voluntarily leave their work during this time without the consent of the operator they shall forfeit such two hours' pay: *Provided, further*, That overtime by day laborers, when necessary to supply railroad chutes with coal by night or Sunday, where no regular men therefor are exclusively

employed, or when necessary in order not to impede the operation of the mine the day following, and for work which can not be performed or completed by the regular shift during regular hours without impeding the operation of the mine, may be performed and paid for at the same rate per hour.

Thirteenth. (*a*) The duties of the pit committee shall be confined to the adjustment of disputes between the pit boss and any of the members of the United Mine Workers of America working in and around the mine, for whom a scale is made, arising out of this agreement of any subdistrict argeement made in connection herewith, where the pit boss and said miner or mine laborers have failed to agree.

(*b*) In case of any local trouble arising at any shaft through such failure to agree between the pit boss and any miner or mine laborer, the pit committee and the miners' local president and the pit boss are empowered to adjust it; and in the case of their disagreement it shall be referred to the superintendent of the company and the president of the miners' local executive board, where such exists, and shall they fail to adjust it—and in all other cases—it shall be referred to the superintendent of the company and the miners' president of the subdistrict; and, should they fail to adjust it, it shall be referred in writing to the officials of the company concerned and the State officials of the United Mine Workers of America for adjustment; and in all such cases, the miners and mine laborers and parties involved must continue at work, pending an investigation and adjustment, until a final decision is reached in the manner above set forth.

(*c*) If any day men refuse to continue at work because of a grievance which has or has not been taken up for adjustment in the manner provided herein, and such action shall seem likely to impede the operation of the mine, the pit committee shall immediately furnish a man or men to take such vacant place or places at the scale rate, in order that the mine may continue at work; and it shall be the duty of any member or members of the United Mine Workers, who may be called upon by the pit boss or pit committee, to immediately take the place or places assigned to him or them in pursuance hereof.

(*d*) The pit committee, in the discharge of its duties, shall under no circumstances go around the mine for any cause whatever, unless called upon by the pit boss or by a miner or company man who may have a grievance that he can not settle with the boss; and, as its duties are confined to the adjustment of any such grievances, it is understood that its members shall not draw any compensation except while actively engaged in the discharge of said duties. Any pit committeeman who shall attempt to execute any local rule or proceeding in conflict with any provision of this contract, or any other made in pursuance hereof, shall be forthwith deposed as committeeman. The foregoing

shall not be construed to prohibit the pit committee from looking after the matter of membership dues and initiations in any proper manner.

(*e*) Members of the pit committee employed as day men shall not leave their places of duty during working hours, except by permission of the operator, or in cases involving the stoppage of the mine.

(*f*) The right to hire and discharge, the management of the mine, and the direction of the working force are vested exclusively in the operator, and the United Mine Workers of America shall not abridge this right. It is not the intention of this provision to encourage the discharge of employees, or the refusal of employment to applicants because of personal prejudice or activity in matters affecting the United Mine Workers of America. If any employee shall be suspended or discharged by the company and it is claimed that an injustice has been done him, an investigation to be conducted by the parties and in the manner set forth in paragraphs (*a*) and (*b*) of this section shall be taken up promptly, and, if it is proven that an injustice has been done, the operator shall reinstate said employee and pay him full compensation for the time he has been suspended and out of employment: *Provided*, If no decision shall be rendered within five days, the case shall be considered closed in so far as compensation is concerned.

Fourteenth. The wages now being paid outside day labor at the various mines in this State shall constitute the wage scale for that class of labor during the life of this agreement: *Provided*, That no top man shall receive less than $1.80 per day.

Fifteenth. In the event of an instantaneous death by accident in the mine, the miners and underground employees shall have the privilege of discontinuing work for the remainder of that day, but work, at the option of the operator, shall be resumed the day following, and continue thereafter. In case the operator elects to operate the mine on the day of the funeral of the deceased, as above, or where death has resulted from an accident in the mine, individual miners and underground employees may, at their option, absent themselves from work for the purpose of attending such funeral, but not otherwise. And in the event that the operator shall elect to operate the mine on the day of such funeral, then from the proceeds of such day's operation each member of the United Mine Workers of America employed at the mine at which the deceased member was employed shall contribute 50 cents and the operator $25 for the benefit of the family of the deceased or his legal representatives, to be collected through the office of the company. Except in case of fatal accidents, as above, the mine shall in no case be thrown idle because of any death or funeral; but in the case of the death of any employee of the company or member of his family, any individual miner may, at his option, absent himself from work for the sake of attending such funeral, but not otherwise.

Sixteenth. (*a*) The scale of prices herein provided shall include, in ordinary conditions, the work required to load coal and properly timber the working places in the mine, and the operator shall be required to furnish the necessary props and timber in rooms or working face. And in long wall mines it shall include the proper mining of the coal and the brushing and care of the working places and roadway according to the present method and rules relating thereto, which shall continue unchanged.

(*b*) If any miner shall fail to properly timber, shoot, and care for his working place, and such failure has entailed falls of slate, rock, and the like, the miner whose fault has occasioned such damage shall repair the same without compensation, and if such miner fails to repair such damage he may be discharged.

Any dispute that may arise as to the responsibility under this clause shall be adjusted by the pit committee and mine foreman, and in case of their failure to agree, shall be taken up for settlement under the thirteenth section of this agreement.

In cases where the mine manager directs the placing of crossbars to permanently secure the roadway, then, and in such cases only, the miner shall be paid at the current price for each crossbar when properly set.

The above does not contemplate any change from the ordinary method of timbering by the miner for his own safety.

Seventeenth. The operators will recognize the pit committee in the discharge of its duties as herein specified, but not otherwise, and agree to check off union dues, assessments, and fines from the miners and mine laborers, when desired, on proper individual or collective continuous order, and furnish to the miners' representative a statement showing separately the total amount of dues, assessments, and fines collected. When such collections are made card days shall be abolished. In case any fine is imposed, the propriety of which is questioned, the amount of such fine shall be withheld by the operator until the question has been taken up for adjustment and a decision has been reached.

Eighteenth. The operators shall have the right in cases of emergency work or ordinary repairs to the plant to employ in connection therewith such men as in their judgment are best acquainted with and suited to the work to be performed, except where men are permanently employed for such work. Blacksmiths and other skilled labor shall make any necessary repairs to machinery and boilers.

Nineteenth. The erection of head frames, buildings, scales, machinery, railroad switches, etc., necessary for the completion of a plant to hoist coal, all being in the nature of construction work, are to be excluded from the jurisdiction of the United Mine Workers of America. Extensive repairs to or rebuilding the same class of work shall

also be included in the same exception. The employees thereon to be excluded, as above, when employed on such work only.

Twentieth. When any employee absents himself from his work for a period of two days, unless through sickness or by first having notified the mine manager and obtained his consent, he may be discharged.

Twenty-first. (*a*) Except at the basing point, Danville, the differential for machine mining throughout the State of Illinois shall be 7 cents per ton less than the pick-mining rate. It being understood and agreed that the machine-mining rate shall include the snubbing of coal either by powder or wedge and sledge, as conditions may warrant, where chain machine is used; but it is understood that this condition shall not only apply where two men have and work in one place only in the same shift, except at the option of the miner; and it shall also be optional with the miner which system of snubbing shall be followed. The division of the machine-mining rate shall be fixed in joint subdistrict meetings.

(*b*) The established rates on shearing machines and air or electric drills as now existing shall remain unchanged during the ensuing year.

Twenty-second. Any underground employee not on hand so as to go down to his work before the hour for commencing work, shall not be entitled to go below, except at the convenience of the company. When an employee is sick or injured, he shall be given a cage at once. When a cage load of men comes to the bottom of the shaft who have been prevented from working by reason of falls or other things over which they have no control they shall be given a cage at once. For the accommodation of individual employees less than a cage load, who have been prevented from working as above, a cage shall be run midforenoon, noon, and midafternoon of each working day: *Provided, however*, That the foregoing shall not be permitted to enable men to leave their work for other than the reasons stated above.

Twenty-third. This contract is in no case to be set aside because of any rules of the United Mine Workers of America now in force or which may hereafter be adopted; nor is this contract to be set aside by reason of any provision in their national, State, or local constitutions.

Twenty-fourth. All classes of day labor are to work full eight hours, and the going to and coming from the respective working places is to be done on the day hand's own time. All company men shall perform whatever day labor the foreman may direct. An eight-hour day means eight hours' work in the mines at the usual working places, exclusive of noon time, for all classes of inside day labor. This shall be exclusive of the time required in reaching such working places in the morning and departing from same at night.

Drivers shall take their mules to and from the stables, and the time required in so doing shall not include any part of the day's labor; their time beginning when they reach the change at which they receive empty cars—that is, the parting drivers at the shaft bottom, and the inside drivers at the parting—and ending at the same places; but in no case shall a driver's time be docked while he is in waiting for such cars at the points named. The inside drivers, at their option, may either walk to and from their parting or take with them, without compensation, either loaded or empty cars, to enable them to ride. This provision, however, shall not prevent the inside drivers from bringing to and taking from the bottom regular trips, if so directed by the operator, provided such work is done within the eight hours.

The methods at present existing covering the harnessing, unharnessing, feeding, and caring for the mules shall be continued throughout the scale year beginning April 1, 1902; but in cases where any grievances exist in respect to same, they shall be referred to the subdistrict meetings for adjustment.

When the stables at which the mules are kept are located on the surface and the mules are taken in and out of the mines daily by the drivers, the question of additional compensation therefor, if any, is to be left to the subdistricts affected for adjustment, at their joint subdistrict meetings.

Twenty-fifth. Mission Field scale is referred to Danville subdistrict for adjustment.

Twenty-sixth. The company shall keep the mine in as dry condition as practicable by keeping the water off the roads and out of the working places.

Twenty-seventh. The operator shall keep sufficient blankets, oil, bandages, etc., and provide suitable ambulance or conveyances at all mines to properly convey injured persons to their homes after an accident.

Twenty-eighth. The operator shall see that an equal turn is offered each miner, and that he be given a fair chance to obtain the same. The check weighman shall keep a turn bulletin for the turn keeper's guidance. The drivers shall be subject to whomever the mine manager shall designate as turn keeper, in pursuance hereof.

In mines where there is both hand and machine mining, an equal turn shall mean approximately the same turn to each man in the machine part of the mine and approximately the same turn to each man doing hand work; but not necessarily the same to each hand miner as to each working with the machines.

Twenty-ninth. There shall be no demands made locally that are not specifically set forth in this agreement, except as agreed to in joint subdistrict meetings held prior to May 1, 1902. Where no subdistricts

exist, local grievances shall be referred to the United Mine Workers' State executive board and the mine owners interested.

THE UNITED MINE WORKERS OF AMERICA, DISTRICT NO. 12.
W. R. RUSSELL, *President.*
T. J. REYNOLDS, *Vice-President.*
W. D. RYAN, *Secretary-Treasurer.*
THE ILLINOIS COAL OPERATORS' ASSOCIATION.
O. L. GARRISON, *President.*
E. T. BENT, *Secretary.*

PEORIA, *March 13, 1902.*

I attest that this is a correct copy of the joint State agreement of coal miners and coal-mine operators of Illinois for the year ending March 31, 1903.

HERMAN JUSTI, *Commissioner.*

AGREEMENTS BETWEEN EMPLOYERS AND EMPLOYEES.

[It is the purpose of this Department to publish from time to time important agreements made between large bodies of employers and employees with regard to wages, hours of labor, etc. The Department would be pleased to receive copies of such agreements whenever made.]

TYPESETTING.

Agreement between Chicago Typothetæ and Chicago Typographical Union, No. 16.

For the purpose of establishing a just and uniform scale of wages for the members of the Chicago Typographical Union, No. 16, to devise a means for the settlement of controversies between the members of said union and their employers, and to insure to the employers a settled rate of wages for a certain period of time, and also in order that strikes and lock-outs may in the future be avoided, this agreement, by and between the Chicago Typothetæ and the Chicago Typographical Union, No. 16, both of the city of Chicago, in the county of Cook and State of Illinois, is made and entered into on this 3d day of June, 1902.

It is understood that the said Chicago Typographical Union, No. 16 is an association of employees, and that said Chicago Typothetæ is composed of various firms and corporations, and that all of said members of said Typothetæ as shall sign this agreement bind themselves to pay to their employees wages according to the schedule herein set forth, and to conform to all the terms and conditions of this agreement; and that should any other firm or corporation not signing this agreement become a member of said Typothetæ hereafter and shall sign this agreement, such firm or corporation shall become equally bound to pay said scale of wages and conform to all of the terms of this agreement; and that should any other firm or corporatian not a member of said Typothetæ sign this agreement, such firm or corporation shall become equally bound to pay said scale of wages and to conform to all the conditions of this agreement.

The said Typothetæ, for and on behalf of said firms and corporations, covenants and agrees to and with said union, and to and with each member thereof, that the following is and shall be the schedule of wages in force and to be paid to the members of said union while in the employ of the members of said Typothetæ signing this agreement, or any other of the firms and corporations signing this agreement.

All firms signing this agreement hereby bind themselves to employ none but members of the Chicago Typographical Union, No. 16 in departments covered by this scale of wages during the term of this contract, provided the union is able, upon call, to furnish a competent workman.

SCALE.

On and after the 1st day of July, A. D. 1902, the following shall be the scale of wages:

Hand compositors and proof readers, week of fifty-four hours	$19.50
Hand compositors and proof readers, night work, week of 48 hours	20.70
Mergenthaler operators, week of forty-eight hours	24.00
Mergenthaler operators, night work, week of forty-eight hours	26.40
Lanston operators and casters, week of fifty-four hours	21.00
Lanston operators and casters, night work, week of forty-eight hours	22.00
Operators and justifiers on the Empire, Thorne, Simplex, and similar machines, week of fifty-four hours	20.50
Operators and justifiers on the Empire, Thorne, Simplex, and similar machines, night work, week of forty-eight hours	21.50
Piece composition, hand, per thousand	.42
Mergenthaler, sizes, not exceeding brevier, day work, per thousand	.12
Mergenthaler, sizes, not exceeding brevier, night work, per thousand	.14
Mergenthaler, larger than brevier, day work, per thousand	.15
Mergenthaler, larger than brevier, night work, per thousand	.17

OVERTIME (HANDWORK).

For composition during noon intermission and after day's work is completed (the day to close not later than 6 o'clock p. m.), until 10 o'clock p. m., per hour	.55
From 10 o'clock p. m. to 7 o'clock a. m., per hour	.65
After completion of week's work until 7 o'clock Sunday morning, per hour	.65
Work done on Sundays and recognized holidays, per hour	.72

OVERTIME (MACHINE WORK).

All overtime on machines to be paid at the rate of one and one-half times the regular scale.

All work performed on Sundays and recognized holidays to be paid at the rate of twice the regular scale.

All other special prices for overtime and special scales for extra-price bookwork to be the same as in the pamphlets entitled "Job and Book Scale of Prices," in effect November 21, 1899, and "Auxiliary and Job Scale of Prices for Linotype Machines," in effect September 19, 1898, published by the Chicago Typographical Union, No. 16, and marked Exhibits A and B, respectively, which are hereby made a part of this contract, except those parts thereof that conflict with the provisions of this agreement.

APPRENTICESHIP.

The employers agree to continue to operate under the present law of the Typographical Union in regard to apprentices until such time as the entire question of apprentices shall be arbitrated in accordance with the provisions of arbitration in this agreement.

ARBITRATION.

Should any difference arise between any member or members of said Typothetæ and any member or members of said union, either in regard to shop practice or in regard to the interpretation of this scale, or any special scale that may arise during the life of this contract, then such difference shall without delay be brought to the attention of the officers of the parties hereto, to be submitted to arbitration in the

manner hereinafter set forth. Pending the settlement of any differences as aforesaid, this agreement shall in every respect continue in force and the members of said union shall continue in their employment. Should differences or disputes arise in reference to the terms of such settlement, or as to whether the same have been complied with, such differences or disputes shall be left to the arbitrators who arrived at such settlement, and their decision shall be final and binding upon all parties.

MANNER OF ARBITRATION.

When any disputes or differences shall be referred to arbitration as hereinbefore mentioned, such arbitration shall be conducted in the following manner:

When such differences or disputes shall have been called to the attention of the officers of either of the parties hereto, said officers shall communicate in writing with the officers of the other party, stating the matter in controversy and asking for the appointment of arbitrators. The officers of each of the parties hereto shall within forty-eight hours after the receipt of such notification appoint two persons to act as arbitrators. Such arbitrators to be selected from employers who are party to this agreement and from the members of said union who are employed in book and job offices. Such four persons shall within forty-eight hours of the time of their appointment meet and arrange for a hearing of the matters in dispute. Such arbitrators shall be known as the arbitration committee. Said committee shall, within four days after it has been formed as aforesaid, meet at the time and place arranged at its first meeting, which place shall be conveniently located, and shall proceed to take testimony and hear evidence and may listen to arguments concerning the matter in controversy. Said committee shall fully inform themselves as to the matter in controversy, and shall immediately at the conclusion of such hearing and arguments render a decision as to the merits of the controversy and shall provide a means for its settlement. A decision of a majority of the committee shall be final and conclusive upon all parties concerned.

In case such arbitrators shall be equally divided upon any question, a fifth person shall be chosen by them to act as umpire. Such person shall not be a member of any labor organization, an employer of skilled or mechanical labor, or a holder of any political office or a candidate for the same, when chosen, nor shall he be a member or employee of any firm or corporation belonging to said Typothetæ, or which is engaged in a kindred trade. Said umpire shall have the privilege and it shall be his duty to cast the deciding vote in case of a tie as aforesaid, and the decision of a majority of said four arbitrators and said umpire shall in like manner be final and conclusive upon all parties concerned.

It is understood that said arbitration committee shall not constitute a standing committee, but that it shall be formed only as differences may arise.

The final decision and result of such arbitration, determining the matters in controversy which shall have been submitted to said committee, shall without delay be reduced to writing, and shall be signed by the members of said committee or by a majority thereof. Such writing so signed shall be executed in duplicate, and one duplicate

thereof shall be delivered, as soon as possible after such decision shall have been rendered, to the secretary of each of the parties hereto; and such decision and decree shall be in force from and after such delivery, or as soon thereafter as shall be determined by said committee.

STRIKES.

No strike shall be engaged in by said union or any members thereof, except a strike in sympathy with the Pressmen's Union No. 3, or the Franklin Union No. 4, or the Bookbinders' Union, and then only after said Typothetæ, or the member or members thereof against whom said proposed strike is directed, shall have first been given thirty days' written notice by the officers of said union of the intention to engage in such strike. If, however, the Typothetæ or employers signing this agreement shall make a similar contract with the Pressmen's Union No. 3, Franklin Union No. 4, and Bookbinders' Union, in which these unions agree not to engage in any sympathetic strike, the Typographical Union No. 16 will make the same agreement.

It is understood that this agreement shall be amended so as to conform in the matter of sympathetic strikes to future agreements that may be made between kindred organizations mentioned above and the Chicago Typothetæ.

Any employer signing this agreement having altercations with the Mailers' Union, Photoengravers' Union, Stereotypers' Union, Newswriters' Union, or the Type Founders' Union, also agrees to refer such altercations to arbitration in the same manner as if the altercation was with the members of the Typographical Union No. 16.

TIME OF CONTRACT.

This agreement and scale of wages to remain in force until July 1, 1905.

This agreement is understood as not to act as a bar to Chicago Typographical Union, No. 16, participating in a movement for shorter workday, providing such movement is agreed to by the United Typothetæ of America and the International Typographical Union.

ITALIAN BUREAU OF LABOR STATISTICS.

By its law of June 29, 1902, Italy joined the ranks of European nations having bureaus of labor, the office being placed under the minister of agriculture, industry, and commerce. The bureau is charged with the collection and publication of information relative to labor in Italy and in those foreign countries toward which Italian emigration is chiefly directed. This will include the consideration of the state and development of national production; the organization and remuneration of labor and its relations with capital; number and condition of working people, with facts relative to unemployment; strikes; accidents to workingmen; the working of labor laws, and the comparative condition of labor in Italy and abroad. Attention to social legislation of foreign countries and the working of social institutions is also a part of the duty of the new bureau, as well as the introduction of approved reforms into the laws of Italy. Special investigations may be ordered by the minister or by the superior council of labor.

The superior council of labor is established by the same law, and consists of 43 members. At its head is the minister of agriculture, industry, and commerce, or, in his absence, the under secretary of state. Seven members are heads of Government departments. Three senators, 3 deputies, 4 representatives of the chambers of commerce and 4 of the agricultural interests, 3 each from the federation of mutual relief associations and the national league of Italian cooperative associations, and 2 from the associations of people's banks are chosen by the bodies or classes which they represent. The remaining 14 members are appointed by the King, on the nomination of the minister of agriculture, industry, and commerce, 2 to be economists or statisticians; 5 producers or operating managers, agricultural, manufacturing, or commercial; 2 workmen or foremen among the mine workers of Sicily and Sardinia; 1 from among harbor workmen and seamen, and 4 from the peasant and laboring classes. The term of the legislative representatives is the same as the legislature; that of the other members is three years, one-third retiring each year.

The duties of this council are to examine questions concerning the relations of employers and workmen, to propose measures for bettering the condition of the working people, to suggest lines of

inquiry and investigation to the bureau, to pass upon proposed legislation, and to advise the minister on all subjects submitted by him to its consideration.

Members of the council not residing in Rome are reimbursed for traveling and hotel expenses at a fixed rate.

A permanent commission of nine is chosen by the council from among its members, to which certain powers of coordination and advice are given.

Local authorities, corporate bodies, agricultural, manufacturing, commercial, and workingmen's associations, as well as the local labor offices, are required, under penalty, to furnish to the bureau of labor such information as it may require for the carrying out of its purposes. The information thus obtained and other matters of interest will be presented in monthly bulletins and in special publications to be distributed at cost. Labor organizations requesting will receive these publications gratis.

This law went into effect July 1, 1902.

RECENT REPORTS OF STATE BUREAUS OF LABOR STATISTICS

MASSACHUSETTS.

Thirtieth Annual Report of the Massachusetts Bureau of Statistics of Labor. March, 1900. Horace G. Wadlin, Chief. xxi, 247 pp.

The two divisions of this volume contain a report on changes in conducting retail trade in Boston since 1874, and a labor chronology.

CHANGES IN CONDUCTING RETAIL TRADE IN BOSTON SINCE 1874.—This is a study of the growth of the department store and its relations to the retail trade. A distinction between department stores and stores with departments is carried through the report, the basis being that in the department store proper a great variety of articles having no generic relation with one another are sold in the same establishment, while stores with departments confine themselves to lines which are legitimately connected with or grow out of each other, the division into departments being not for the purpose of adding different lines of stock, but merely as a matter of conveniently subdividing a growing business.

In 1898 there were 10 department stores and 9 stores with departments in the city of Boston. Of the latter, the first one was established in 1852, the first department store dating from 1855. Five of the department stores had their beginning in the period 1893 to 1898, so that the system may be fairly said to be of recent growth and increasing use. But 2 stores with departments were established as late as 1893.

In department stores the number of departments ranges from 9 to 70 per store, the average being 29.8. In stores with departments there are from 2 to 21 departments in each, the average being 13.2.

The amount of business done by the different classes of stores is not given; but the following table, showing the number of departments in the two classes of stores and the number of separate retail stores devoted to the specified lines of trade, is suggestive of the extent to which the later form of business management has come into use.

COMPARISON OF DEPARTMENTS AND SEPARATE RETAIL STORES, BOSTON, 1898.

Classification of departments and stores.	Total departments and separate retail stores.	Departments.		Separate retail stores.	
		Number.	Per cent.	Number.	Per cent.
Apothecaries (drugs and medicines)	332	4	1.20	328	98.80
Boots and shoes	337	16	4.75	321	95.25
Carpets	39	8	20.51	31	79.49
China, glass, and earthenware	51	9	17.65	42	82.35
Dry goods	279	54	19.35	225	80.65
Fancy goods	110	16	14.55	94	85.45
Furniture	189	5	2.65	184	97.35
Glassware	35	5	14.29	30	85.71
Groceries	1,664	5	.30	1,659	99.70
Hats, caps, and furs	96	9	9.37	87	90.63
Jewelry, watches, and plate	171	14	8.19	157	91.81
Kid gloves	21	12	57.14	9	42.86
Kitchen furnishing goods	29	7	24.14	22	75.86
Laces, embroideries, etc	45	30	66.67	15	33.33
Men's and boys' clothing	210	9	4.29	201	95.71
Men's furnishing goods	112	16	14.29	96	85.71
Millinery	253	11	4.35	242	95.65
Music	25	5	20.00	20	80.00
Small wares	41	27	65.85	14	34.15
Sporting goods	17	3	17.65	14	82.35
Stationery	84	8	9.52	76	90.48
Toys	9	6	66.67	3	33.33
Trunks, bags, and valises	30	13	43.33	17	56.67
Upholstery goods	44	7	15.91	37	84.09
Women's clothing and furnishing goods	108	85	78.70	23	21.30
Total	[a]4,331	[a]384	8.77	3,947	91.13

[a] This total does not include 33 departments not classified.

The number of retail stores of all kinds in Boston was greater in comparison with the population in the year 1875 than has been the case since, there having been then one store to every 125 of population. In 1890 the ratio was one to 149 of population, and in 1895 one to 142.

Of the 4,169 employees in 1898 in department stores, 2,114, or 50.71 per cent, had been previously employed in separate retail stores; and of 417 heads of departments, 48 had been proprietors of such stores before filling their present positions. Of the remainder, 347 had not been so employed and 22 did not answer the question.

Besides the statistical matter certain phases of the subject under discussion are dwelt upon at some length, chiefly by the publication of communications from business men and other qualified observers.

NORTH CAROLINA.

Fifteenth Annual Report of the Bureau of Labor and Printing of the State of North Carolina, for the year 1901. H. B. Varner, Commissioner. viii, 524 pp.; appendix, iv, 136 pp.

The eight chapters of this report treat of the following subjects: Agriculture, 105 pages; miscellaneous factories, 81 pages; cotton and woolen mills, 40 pages; condition of trades, 97 pages; newspapers, 63 pages; organized labor, 46 pages; railroad employees, 7 pages, and technical education, 27 pages. In connection with a number of these

subjects letters are published expressing the views of the correspondents of the bureau on matters of interest to labor, including labor laws, compulsory education, etc. A short article on the growth of manufactures in North Carolina is given, also a directory of the manufacturing enterprises of the State, tables showing the legal age for the employment of children in the various States and countries, directories, etc., of bureaus of labor in the United States, and an appendix presenting statistics for the State, furnished by the United States Census Bureau.

AGRICULTURE.—Returns were secured by correspondence with representative farmers in every county of the State. The scope of the inquiry is indicated by the following summary: Value of land has increased an average of 12.33 per cent in 21 counties; in 76 counties, no change; 47 counties report a tendency toward smaller farms; 9 toward larger farms, and 21, no change. Mode of living has improved in 90 counties, and cost of living has increased in 63 counties. In 96 counties Negro labor is reported as unreliable; 1 reports no Negro labor. Monthly wages of farm laborers are for men from $9.65 to $15.62; for women, $6.36 to $9.78; for children, an average of $5.39. Increase in wages is reported in 46 counties; in 51, no change. The wages given show an increase of nearly 20 per cent over 1900. Cost of producing cotton is $26.80 per 500-pound bale in 67 counties; 86 counties produce wheat at an average cost of $0.61 per bushel; 96 produce corn at a cost of $0.43; 94 raise oats at a cost of $0.31, and 54 counties raise tobacco at a cost of $6.49 per hundred pounds. The market price of cotton averages $0.08 per pound; of wheat, $0.80 per bushel; corn, $0.71; oats, $0.43, and tobacco, $8.30 per hundred pounds. Eighty-three per cent of the farmers reporting favor a compulsory education law.

MISCELLANEOUS FACTORIES.—Tables are presented showing conditions in 331 factories, exclusive of tobacco factories and textile mills. Capital stock, horsepower, days in operation, hours of labor, wages, number of employees by age and sex, etc., are shown for the various establishments, and inquiry is made as to child labor and compulsory education. The number of employees reported is 12,002, of whom 422 are under 14 years of age. Ten and one-half hours is the average length of a day's work, and $2.08 the highest and $0.58 the lowest average daily wages reported. Wages are paid weekly in 56 per cent of the establishments, semimonthly in 18 per cent, monthly in 19 per cent, bimonthly in 1 per cent, daily in 1 per cent, on demand in 2 per cent, and 3 per cent make no report. Sixty-three per cent oppose the employment of children under 14 years of age, 11 per cent favor it, and 26 per cent express no opinion. Compulsory education is favored by 80 per cent, opposed by 12 per cent, and 8 per cent express no opinion. Sixteen tobacco factories work from eight to twelve hours daily. Wages paid men are as low as $0.25 per

day in a plug tobacco factory, and as high as $5 in a cigar factory. Women receive from $0.25 to $1 per day, and children from $0.20 to $0.60. The number of employees per factory ranges from 2 in a cigar factory to 3,000 in one producing plug, twist, and smoking tobacco. In this large establishment 73 per cent of the employees are colored. But 5 of the 16 proprietors express themselves as in favor of prohibiting the employment of children under 14; 11 favor compulsory education.

COTTON AND WOOLEN MILLS.—This report ends with June 30, 1901, and covers 276 mills, operating 1,680,202 spindles, 36,052 looms, and 3,905 machines, using in all 75,202 horsepower. Of these mills 218 are for cotton, 13 for woolen, and 45 for various textile work. Since the date named, and before the issuing of the report, 9 new mills were completed, or their construction begun, giving the State 285 mills. The number of employees is 45,044, of whom 18,171 are males, 18,877 females, and 7,996 children under 14 years of age—3,857 boys and 4,139 girls. Of the adults 82 per cent can read and write; of the children, 66 per cent. Hours of labor range from 10 to 12.5 per day. Wages of engineers average $1.58; of firemen, $0.88. For operatives the highest average wages are $2.28 for men and $1.10 for women; the lowest average is $0.36 for men and $0.28 for women; children average $0.29 per day.

TRADES.—The facts presented in this chapter were secured from representative men in the different trades throughout the State and relate to the condition of labor in its various branches. About 360 returns were received. Of these 21 per cent report increase of wages, 12 per cent a decrease, 65 per cent no change, and 2 per cent make no report. Seventy-three per cent report an increase in cost of living, 1 per cent a decrease, 24 per cent no change, and 2 per cent make no report.

ORGANIZED LABOR.—Under this head are a directory of 92 labor organizations in the State, an article on the subject by Samuel Gompers, and a number of letters from officers of unions.

RAILROAD EMPLOYEES.—The number of railroad employees in the State is reported at 19,569, exclusive of officers and office employees. The following table gives number and average wages for the various occupations:

OCCUPATIONS AND AVERAGE DAILY WAGES OF RAILROAD EMPLOYEES, 1901.

Occupations.	Number.	Average daily wages.	Occupations.	Number.	Average daily wages.
Station agents	835	$0.90	Carpenters	1,003	$1.49
Other station men	1,738	1.04	Other shopmen	1,502	1.09
Enginemen	799	2.75	Section foremen	841	1.32
Firemen	931	1.13	Other trackmen	4,988	.75
Conductors	551	2.23	Switch, flag, and watch men	801	.89
Other trainmen	1,358	94	Telegraph operators	524	1.42
Machinists	487	2.17	Other employees	3,211	.90

TECHNICAL EDUCATION.—Under this head is given an account of the various institutions in the State that provide opportunities for technical education, giving courses of study, results obtained, expenses, etc.

OHIO.

Twenty-fifth Annual Report of the Bureau of Labor Statistics of the State of Ohio, for the year 1901. M. D. Ratchford, Commissioner. 843 pp.

The report presents the following subjects: Laws governing the bureau, and recent Ohio laws and court decisions relating to labor, 27 pages; manufactures, 247 pages; coal mining, 59 pages; prison labor, 48 pages; working women, 303 pages; free public employment offices, 21 pages; list of bureaus of labor in the United States, 2 pages.

MANUFACTURES.—Tables of statistics are given showing the number of employees by occupations and sex; average daily wages and hours of labor; average yearly earnings for 1900; average number of days worked in 1899 and in 1900; the number of persons employed each month and the average number of employees, by sex, for 1899 and for 1900; total wages paid in 1899 and in 1900; the number and salaries of office employees; cost of material and value of product in 1899; the value of manufactured articles on hand January 1, 1900, and January 1, 1901, and the amount of capital invested.

The tables show these statistics for each of the five principal cities, for the villages, and totals for the State.

The following summary presents the principal data for the ten principal industries and for all industries:

STATISTICS OF MANUFACTURES, 1900.

Industries.	Establishments.	Capital invested.	Stock used.	Value of product.	Wages paid.	Employees.	Average annual earnings.
Agricultural implements..	35	$9,294,850	$4,330,328	$11,263,188	$2,261,667	4,566	$495.33
Boots and shoes.....	47	4,978,169	8,419,808	14,519,410	3,328,207	10,133	328.45
Carriages and wagons.....	116	5,741,879	6,907,802	11,768,042	2,494,061	5,762	432.85
Clothing.....	149	7,805,943	9,983,765	17,290,144	3,683,882	7,442	495.01
Flouring-mill products....	70	3,317,643	9,641,506	10,953,502	417,826	817	511.42
Foundries and machine shops.....	123	16,955,349	8,574,268	17,847,974	6,766,579	14,169	477.56
Furniture	83	5,529,406	2,739,411	6,576,190	1,859,288	4,590	405.07
Machinery	155	34,476,855	15,331,709	38,304,912	10,309,955	19,954	516.69
Printing and binding	129	11,570,374	3,327,347	7,737,635	2,535,315	5,745	441.31
Stoves, ranges, and furnaces.....	52	4,380,257	2,727,842	6,024,662	2,007,077	3,890	515.96
All industries	2,520	269,763,468	179,859,096	340,501,257	73,627,885	164,709	447.02

COAL MINING.—Under this head is given a brief review of the development and present condition of the industry, and also statistics for the year 1900. The returns are separate for pick and machine mining. In 620 pick mines 13,624 miners were employed, earning

$2.36 average daily wages. The average number of days worked was 200. The 59 machine mines employed 6,846 miners an average of 221 days, the average daily wages being $2.40. In both classes of mines a total of 5,696 day laborers were employed, of whom 3,434 were inside laborers, who worked 8 hours daily for an average of 208 days in the year. Average wages per day were $1.96. Outside laborers, 2,262 in number, worked 8.2 hours per day for an average of 228 days per year, and received an average wage of $1.87.

PRISON LABOR.—In this chapter are given a copy of the "Label Law" relating to convict-made goods, a report as to the observance of this law, decisions, correspondence, etc., relating to this and other phases of the laws relating to convict-made goods, and a statistical report of the amount of such labor in the State, systems of employment, kinds and quantities of goods manufactured, etc. There are also extracts from the report of the United States Industrial Commission on this subject.

WORKING WOMEN.—The matter presented under this head is the result of a special investigation made by female agents of the bureau in the cities of Cleveland, Columbus, and Cincinnati. Individual returns are published, showing for 6,920 working women occupation, nativity, age, weeks of employment, weeks of idleness by causes, weekly wages and income, living expenses, number of dependents, and average weekly savings. Brief text reports are also given relative to the conditions in the industries employing women. Of the 6,920 women interviewed, 5,944 were of American nativity, the next largest number being 422 Germans. The average age was 21.8 years, 1,750 being less than 18 years of age, 3,454 between 18 and 25, and 1,716 over 25 years old. The average number of weeks of employment at present occupation was 40, and at other occupations 6.5. Weekly hours of labor averaged 57.5 and wages $4.83. Expenses per week were, for board and lodging, $2.44; for rent, light, and heat, $0.17; for clothing, $1.25; and for other necessaries, $1.38; leaving $0.14 as average weekly savings. The total number of dependents was 1,606.

FREE PUBLIC EMPLOYMENT OFFICES.—Brief text reports from the superintendents of each of the five offices, tables showing the work done by each office from the date of its organization, and reports of the operations of each office for each month of the year 1901, with totals for the year, are found under this head.

Twelve thousand six hundred and thirty-five males and 10,688 females applied for situations during the year, and 8,155 males and 8,682 females secured employment by the aid of the offices. The number of applications for help wanted was, for males, 11,727; for females, 16,547.

In Cleveland and Toledo the work of securing positions for males

was much more successful in 1901 than in the previous year, the number for Cleveland being 298 in 1900 as against 2,108 in 1901. In Toledo there were 970 positions secured in 1900 and 1,983 in 1901. Applications for help wanted were but 312 in Cleveland in 1900, while in 1901 there were 3,264 such requests; 1,196 and 3,230 are the corresponding numbers for Toledo.

VIRGINIA.

Fourth Annual Report of the Bureau of Labor and Industrial Statistics for the State of Virginia. 1901. James B. Doherty, Commissioner. 292 pp.

This report presents the following subjects: Building trades, including brickmaking, sash, blind, and door factories, and saw and planing mills, 37 pages; railway employees, 38 pages; manufactures, 23 pages; public schools, 16 pages; property and taxation, 13 pages; criminal statistics, 5 pages; prison labor, 41 pages; labor laws of the State, 20 pages; trade unions, 13 pages; proposed legislation, 7 pages; decisions of courts and laws of various States relating to labor, 79 pages.

BUILDING TRADES.—Returns were received from 99 general contractors and 146 subcontractors, whose business for the year amounted to $2,907,314 and $1,274,865, respectively. The 99 general contractors employed 794 white carpenters, at an average rate of $2.26 per day, and 46 colored carpenters, at $1.83; 173 white bricklayers, at $3.39, and 204 colored helpers, including a few bricklayers, at $1.62; 27 plumbers and gas fitters, at $2.75; 34 tinners, at $2.38; 50 white plasterers, at $2.79, and 10 colored plasterers, at $1.94; 39 white lathers, at $2.16, and 26 colored, at $1.76; 44 stonecutters, at $3.46; 17 stone masons, at $3.27; 53 painters, at $2.24; 8 paperhangers, at $2.50, and 706 laborers, at $1.13.

Hours of labor ranged from 8 to 10 per day. Twenty-three casualties were reported, of which 3 were fatal. No contractors reported reduction of wages during the year, while 38 reported increases varying in amount from 5 to 25 per cent. Subcontractors made reports on the same points as above.

For the allied industries, reported with building trades, the following statistics are given: Brickmaking, 15 establishments; value of product, $303,536; number of employees, 560. Sash, blind, and door factories, 12 establishments; capital invested, $192,120; value of product, $505,117; employees, including office help, 295; amount paid out in wages, $112,175. Saw and planing mills, 118 establishments; value of product, $2,413,635; number of employees, 4,054; amount paid out in wages, $689,619.

RAILWAY EMPLOYEES.—Tables are given showing number and wages of employees on each road in the State for each year from 1896 to 1900, and accidents by causes for the same period.

The following table shows the total number of employees in each class and average daily wages paid in 1900; also average wages for the 5 years 1896–1900:

RAILWAY EMPLOYEES IN 1900, AND AVERAGE WAGES, 1896–1900.

Occupations.	Number.	Average daily wages.	Average wages, 1896-1900.	Occupations.	Number.	Average daily wages.	Average wages 1896-1900.
General office clerks	789	$1.80	$1.97	Section foremen	888	$1.38	$1.40
Station agents	1,074	1.16	1.40	Other trackmen	5,776	.91	.97
Other station men	2,700	1.28	1.33	Switchmen and flagmen	1,141	1.28	1.30
Enginemen	1,235	3.90	3.90	Telegraph operators and dispatchers	1,036	1.57	1.61
Firemen	1,303	1.81	1.89	Employees, floating equipment	315	1.45	1.40
Conductors	805	3.08	2.99	Other employees	2,330	1.55	1.51
Other trainmen	2,044	1.66	1.69				
Machinists	815	2.18	2.17				
Carpenters	1,726	1.56	1.63				
Other shopmen	4,279	1.42	1.39				

MANUFACTURES.—Returns were secured from certain industries of the State, giving, for each establishment reporting, capital invested, amount of business done, amount paid out in wages, number of days worked, and number, daily wages, and hours of labor of each class of employees; also reports as to changes in wages.

The following table summarizes the principal data:

STATISTICS OF MANUFACTURES, 1900.

Industries.	Number of establishments.	Capital invested.	Value of product.	Total wages paid.	Number of employees.
Tanneries	21	(a)	$4,595,852	$324,049	900
Saddles and harness	37	(a)	294,541	4,541	108
Canned goods	27	$119,589	130,364	23,422	328
Agricultural implements	6	263,612	303,706	101,228	b265
Stoves	3	83,000	304,547	86,104	b211
Trunks, bags, and satchels	3	152,000	753,500	157,875	b801
Carriages, wagons, and buggies	13	416,025	666,570	125,200	b421

a Not reported. b Including office help.

PRISON LABOR.—This portion of the report consists mainly of extracts from the report of the United States Industrial Commission on this subject.

TRADE UNIONS.—Reports were received from 120 labor organizations representing a membership of 12,684, as against 123 unions reporting 10,644 members in 1899.

The amount paid out for assistance by 114 organizations was $34,079.24. Wages and hours of labor of members and brief remarks by officers of the union are given in the report.

The following table gives name of industry and number of organizations and members reported for each:

LABOR ORGANIZATIONS, 1900.

Occupations.	Number of organizations.	Number of members.	Occupations.	Number of organizations.	Number of members.
Locomotive engineers	10	470	Garment workers	2	160
Locomotive firemen	11	511	Tobacco workers	2	56
Railway conductors	5	265	Glass-bottle blowers	2	77
Railway trainmen	2	208	Granite cutters	1	68
Railway telegraph operators	2	410	Railway clerks	1	81
Machinists	8	1,117	Textile workers	1	40
Boilermakers and iron shipbuilders	4	316	Retail clerks	1	45
Boilermakers' helpers	2	66	Shipwrights and boat builders	1	40
Blacksmiths	2	66	Planing-mill employees	1	42
Iron molders	3	207	Car builders	1	74
Carpenters and joiners	8	943	Electric linemen	1	15
Bricklayers	8	239	Longshoremen	1	59
Plumbers and gas and steam fitters	2	90	Seamen	1	5,500
Painters and paper hangers	5	298	Street-railway laborers	1	35
Pipe fitters, sheet-iron workers, and tinners	2	33	Freight handlers	1	132
Slate and tile roofers	1	18	Calkers	2	75
Typographical unions	6	307	Coal handlers	1	29
Cigar makers	4	158	Blacksmiths' helpers	1	10
Brewery workers	3	107	Grain trimmers	1	5
Tailors	4	108	Hod carriers	1	30
			Motormen and conductors	1	39
			Theatrical stage employees	1	15
			"Federal" (mixed) unions	2	120

STATISTICS OF MANUFACTURES IN MASSACHUSETTS: FOURTEENTH AND FIFTEENTH ANNUAL REPORTS.

The Annual Statistics of Manufactures, 1899. Fourteenth Report, xi, 168 pp. (Issued by the Bureau of Statistics of Labor, Horace G. Wadlin, Chief.)

The two parts of this report present an industrial chronology, 71 pages, and statistics of manufactures, 96 pages.

MANUFACTURES.—Returns were secured from 4,740 identical establishments, representing 88 industries, for the years 1898 and 1899, the data including the number of private firms and corporations and of partners and stockholders, capital invested, cost of material, value of product; highest, lowest, and average number of employees, and aggregates by months; wages paid, average yearly earnings, classified weekly earnings in selected industries, and working time and proportion of business done.

The following table presents certain facts as to ownership:

FIRMS AND CORPORATIONS, PARTNERS AND STOCKHOLDERS IN 4,740 IDENTICAL ESTABLISHMENTS, 1898 AND 1899.

Year.	Firms.	Corporations.	Industrial combinations.	Number of establishments controlled by—			Partners.	Stockholders. (a)	Average partners to a firm.	Average shareholders to a corporation. (a)
				Firms.	Corporations.	Combinations.				
1898	3,510	1,155	14	3,526	1,182	32	5,514	46,352	1.57	40.13
1899	3,445	1,157	23	3,461	1,188	91	5,352	43,819	1.55	37.87

a Not including stockholders in industrial combinations.

From this table it appears that 2 new corporations and 9 industrial combinations were formed to take up the business of the 65 firms that disappeared in 1899. These new organizations took over the control of 65 establishments, the corporations taking 6 and the combinations 59. The exclusion from the returns of the stockholders in combinations makes it impossible to determine from this showing whether or not there is a wider distribution of capital holdings in the whole management of manufacturing interests. The smaller average number of partners to a firm and of stockholders to a corporation in the year 1899 suggests, however, a tendency toward enlargement of holdings to the exclusion of the small investor.

Below are given statistics for 88 classified industries, shown separately for 9 principal industries, for 79 other industries, and for all industries for 1898 and 1899. In 1899 the 9 principal industries represented 64.86 per cent of the capital invested, 55.06 per cent of the stock used, and produced 55.49 per cent of the goods made.

STATISTICS OF MANUFACTURES, 1898 AND 1899.

Industries.	Establishments.	Capital invested.			Stock used.		
		1898.	1899.	Per cent of increase.	1898.	1899.	Per cent of increase.
Boots and shoes	688	$22,139,915	$26,728,316	20.72	$67,017,570	$78,182,005	16.66
Carpetings	12	6,582,652	6,630,869	.73	3,639,475	4,313,990	18.53
Cotton goods	158	111,805,794	126,159,262	12.84	46,769,141	50,092,441	7.11
Leather	96	6,241,216	6,755,499	8.24	14,673,592	18,381,998	25.27
Machines and machinery	358	32,721,191	35,178,135	7.51	9,467,633	13,441,050	41.97
Metals and metallic goods	393	17,543,554	18,992,728	8.26	10,930,871	15,581,749	42.55
Paper	80	19,655,162	20,663,683	5.13	11,090,241	11,763,291	6.07
Woolen goods	138	26,227,676	28,416,883	8.35	18,752,309	19,491,202	3.94
Worsted goods	34	17,542,193	18,372,545	4.73	15,752,486	19,402,627	23.17
Other industries	2,783	147,858,043	156,010,955	5.51	159,667,569	188,280,014	17.92
Total	4,740	408,317,396	443,908,875	8.72	357,760,887	418,930,367	17.10

Industries.	Establishments.	Goods made and work done.			Wages paid.		
		1898.	1899.	Per cent of increase.	1898.	1899.	Per cent of increase.
Boots and shoes	688	$107,103,875	$122,695,311	14.56	$23,797,338	$26,286,669	10.46
Carpetings	12	6,016,943	7,402,998	23.04	1,431,921	1,702,290	18.88
Cotton goods	158	87,580,244	97,177,254	10.96	26,116,007	29,371,656	12.47
Leather	96	19,169,103	23,696,046	23.62	2,482,430	2,713,878	9.32
Machines and machinery	358	27,374,142	36,619,659	33.77	9,582,762	11,968,298	24.89
Metals and metallic goods	393	23,743,665	30,216,285	27.26	6,822,620	7,815,634	14.55
Paper	80	20,003,537	21,371,544	6.84	3,783,139	3,947,134	4.33
Woolen goods	138	31,170,882	34,221,089	9.79	7,085,432	7,200,777	1.63
Worsted goods	34	25,577,035	32,428,873	26.79	4,778,279	5,442,321	13.90
Other industries	2,783	285,003,103	325,586,833	14.24	52,469,253	57,966,724	10.48
Total	4,740	632,742,529	731,415,842	15.59	138,349,181	154,415,381	11.61

In each of the particular industries shown, as well as in the totals, a considerable increase appears for 1899 in respect of each item presented. Total cost of stock used shows a larger per cent of increase than does total value of product; the same is true of 4 of the 9 specified industries presented. In but one industry shown in the table—cotton goods—does the per cent of increase of wages come up to that of value of product.

The following table presents data as to employees, earnings, and days in operation; the establishments considered are the same as in the foregoing table:

AVERAGE NUMBER OF EMPLOYEES, AVERAGE YEARLY EARNINGS, AND AVERAGE DAYS IN OPERATION IN 9 PRINCIPAL INDUSTRIES, OTHER INDUSTRIES, AND IN ALL INDUSTRIES, 1898 AND 1899.

Industries.	Average number of employees.			Average yearly earnings.			Average days in operation.		
	1898.	1899.	Per cent of increase.	1898.	1899.	Per cent of increase.	1898.	1899.	Per cent of increase.
Boots and shoes	51,722	56,043	8.35	$460.10	$469.04	1.94	287.39	290.69	1.15
Carpetings	4,203	4,563	8.57	340.69	373.06	9.50	223.08	274.67	23.13
Cotton goods	80,858	88,490	9.44	322.99	331.92	2.76	293.01	302.06	3.09
Leather	5,336	5,769	8.11	465.22	470.42	1.11	290.30	297.37	2.44
Machines and machinery	17,406	21,593	24.05	550.54	554.27	.68	287.84	299.12	3.92
Metals and metallic goods	13,490	15,298	13.40	506.75	510.89	1.02	282.17	292.78	3.76
Paper	8,942	9,154	2.37	423.08	431.19	1.92	281.48	288.45	2.48
Woolen goods	19,112	19,206	.49	370.78	374.92	1.13	282.33	286.31	1.41
Worsted goods	13,211	15,003	13.56	361.69	362.75	.29	261.96	298.62	13.99
Other industries	115,194	125,912	9.30	455.49	460.37	1.07	287.22	291.07	1.34
All industries	329,474	361,031	9.58	419.91	427.71	1.86	286.27	294.14	2.75

Comparison between per cent of increase in number of employees and per cent of increase in wages paid shows a rough general agreement between these two items, suggesting that individual wages were not raised, but that additional employees absorbed the enlarged wage fund.

The carpet industry is a notable exception to this agreement, and there is found to be a corresponding actual increase in average yearly earnings. A further comparison shows, however, that this increase in yearly earnings is due to an increase in working time, and that this latter increase is represented in each separate item, except in the boot and shoe industry, by a larger per cent than is found under average yearly earnings, indicating an actual reduction in per diem earnings in 1899. In carpetings, for instance, the 9.50 per cent increase in annual earnings was secured by an added 23.13 per cent of working time, while in worsted goods an increase in annual earnings of $1.06, or 0.29 per cent is set over against an addition of 36.66 days, or 13.99 per cent to the days in operation.

In 1899, for the first time, the bureau secured a division of employees on the basis of age as well as sex, giving adult males, adult females, and young persons under 21. The returns are for the week of largest number of employees in the various industries.

The following table shows the number and per cent of each group earning indicated weekly wages. The last three columns show the composition of each wage class, the per cents adding across to 100, and showing the proportion of each class taken from the different groups.

CLASSIFIED WEEKLY EARNINGS IN 88 INDUSTRIES, BY AGE AND SEX, 1899.

Weekly earnings.	Number of employees in each wage class.				Per cent of employees in each wage class.				Per cent of each wage class taken from the group of—		
	Adults.		Young persons (under 21).	Total.	Adults.		Young persons (under 21).	Total.	Males.	Females.	Young persons.
	Male.	Female.			Male.	Female.					
Under $5	9,608	18,722	31,181	59,511	3.92	17.85	51.33	14.48	16.14	31.46	52.40
$5 or under $6	9,438	17,490	13,633	40,561	3.84	16.67	22.44	9.87	23.27	43.12	33.61
$6 or under $7	18,038	21,038	8,954	48,030	7.35	20.05	14.74	11.69	37.56	43.80	18.64
$7 or under $8	23,409	16,479	4,092	43,980	9.54	15.71	6.74	10.70	53.23	37.47	9.30
$8 or under $9	24,009	12,335	1,390	37,734	9.78	11.76	2.29	9.18	63.63	32.69	3.68
$9 or under $10	34,349	8,342	864	43,555	14.00	7.95	1.42	10.60	78.86	19.15	1.99
$10 or under $12	38,624	6,196	472	45,292	15.74	5.91	.78	11.02	85.28	13.68	1.04
$12 or under $15	43,690	3,212	133	47,035	17.81	3.06	.22	11.44	92.89	6.83	.28
$15 or under $20	33,580	969	22	34,571	13.69	.92	.03	8.41	97.13	2.80	.07
$20 or over	10,620	127	1	10,748	4.33	.12	.01	2.61	98.81	1.18	.01
Total	245,365	104,910	60,742	411,017	100.00	100.00	100.00	100.00	59.70	25.52	14.78

This table shows that about one-seventh of the wage-earners reported earned less than $5 per week, and that this class includes more than one-half of the young persons, about one-sixth of the adult females, and less than one-twenty-fifth of the adult males. It also appears that rather more than one-half of this class is made up of young persons, while the females compose about one-third and males about one-sixth of it. There is a larger per cent, 20.05, of adult females in the class "$6 or under $7" than in any other; they also compose the largest proportion, 43.80 per cent, of that class. The rate "$9 or under $10" contains the largest number of adult males of any single dollar range, while less than one fifth of this class are adult females.

In the tables heretofore presented value of goods made or work done has included not only the added value resulting from the processes of the industry considered, but the original cost of material as well. In order to show the actual result of the productive forces of the industry, the element of cost of material must be deducted from the total value of product; the remainder will show only the industry product, or the new values created. This has been done in the case of the nine leading industries, and the amount of industry product per $1,000 capital and per employee has been computed, also the division of industry product between the wage fund and the fund devoted to other expenses, as freights, insurance, interest, rent, commissions, salaries, etc., and to profits, these last items being grouped as "Profit and minor expenses."

The results appear in the following table:

INDUSTRY PRODUCT, WAGES, AND PROFIT AND EXPENSES IN 9 SPECIFIED INDUSTRIES, 1899.

Industries.	Industry product.	Wages.	Profit and minor expense fund.	Industry product.		Per cent of industry product—	
				Per $1,000 of capital.	Average per employee.	Paid in wages.	Devoted to profit and minor expenses.
Boots and shoes	$44,513,306	$26,286,669	$18,226,637	$1,665.40	$794.27	59.05	40.95
Carpetings	3,089,008	1,702,290	1,386,718	465.85	676.97	55.11	44.89
Cotton goods	47,084,813	29,371,656	17,713,157	373.22	532.09	62.38	37.62
Leather	5,314,048	2,713,878	2,600,170	786.63	921.14	51.07	48.93
Machines and machinery	23,178,609	11,968,298	11,210,311	658.89	1,073.43	51.64	48.36
Metals and metallic goods	14,634,486	7,815,634	6,818,852	770.53	956.63	53.41	46.59
Paper	9,608,253	3,947,134	5,661,119	464.98	1,049.62	41.08	58.92
Woolen goods	14,729,887	7,200,777	7,529,110	518.35	766.94	48.89	51.11
Worsted goods	13,026,246	5,442,321	7,583,925	709.01	868.24	41.78	58.22

From this table it appears that of the industries here shown the boot and shoe industry requires the least capitalization to secure a given value of product and cotton goods the heaviest. The product per employee is also least in the cotton industry, machines and machinery standing first, with the paper industry a close second. More than one-half of the industry product is paid out in wages in 6 of the 9 industries shown.

The Annual Statistics of Manufactures, 1900. Fifteenth Report, x, 157 pp. (Issued by the Bureau of Statistics of Labor, Horace G. Wadlin, Chief.)

The matters presented in this report are: An industrial chronology, 60 pages; and statistics of manufactures, 97 pages.

MANUFACTURES.—Statistics are given for 4,645 identical establishments for the years 1899 and 1900, and include the number of private firms, corporations, and industrial combinations; number of partners in firms, and stockholders in corporations, by sex, etc.; capital invested; cost of material; value of products; highest, lowest, and average number of employees, and aggregates, by months; wages paid; average yearly earnings; classified weekly earnings in selected industries, by age and sex; and working time and proportion of business done. Eighty-seven industries are represented.

The principal facts as to ownership appear in the following table:

FIRMS, CORPORATIONS, AND INDUSTRIAL COMBINATIONS AND PARTNERS AND STOCKHOLDERS IN 4,645 IDENTICAL ESTABLISHMENTS, 1899 AND 1900.

Year.	Firms.	Corporations.	Industrial combinations.	Number of establishments controlled by—			Partners.	Stockholders. [a]	Average partners to a firm.	Average shareholders to a corporation. [a]
				Firms.	Corporations.	Combinations.				
1899	3,352	1,150	22	3,368	1,193	84	5,269	45,506	1.57	39.57
1900	3,286	1,199	22	3,301	1,260	84	5,116	47,211	1.56	39.38

[a] Not including stockholders in industrial combinations.

The fact of principal interest in this table is the taking over of 67 establishments from control by firms to control by corporations, 49 new corporations supplanting 66 firms in the rearrangement.

The number of partners to a firm and of shareholders to a corporation is slightly smaller in 1900 than in 1899.

The following tables show statistics separately for 9 principal industries, in aggregate for 78 other industries and totals for the 87 industries reported on, for the years 1899 and 1900:

STATISTICS OF MANUFACTURES, 1899 AND 1900.

Industries.	Establishments.	Capital invested.			Stock used.		
		1899.	1900.	Per cent of increase.	1899.	1900.	Per cent of increase.
Boots and shoes	673	$27,182,381	$26,716,110	a 1.72	$80,829,679	$80,966,554	0.17
Carpetings	12	6,612,557	6,546,465	a 1.00	4,187,029	4,744,696	13.32
Cotton goods	162	127,908,334	129,544,848	1.28	50,956,971	66,162,140	29.84
Leather	90	5,912,612	6,143,081	3.90	15,040,299	13,905,787	a 7.54
Machines and machinery	358	38,758,110	40,813,722	5.30	14,924,194	18,673,352	25.12
Metals and metallic goods	374	17,583,868	17,676,413	.53	14,945,612	15,297,738	2.36
Paper	75	20,499,173	20,218,471	a 1.37	11,302,055	12,486,281	10.48
Woolen goods	140	27,252,551	24,673,165	a 9.46	18,424,789	21,898,179	18.85
Worsted goods	34	17,980,205	15,829,430	a 11.96	19,549,806	19,377,717	a .88
Other industries	2,727	159,019,469	168,523,543	5.98	189,140,674	201,712,011	6.65
Total	4,645	448,709,260	456,685,248	1.78	419,301,108	455,224,455	8.57

Industries.	Establishments.	Goods made and work done.			Wages paid.		
		1899.	1900.	Per cent of increase.	1899.	1900.	Per cent of increase.
Boots and shoes	673	$127,427,884	$129,189,130	1.38	$27,648,530	$27,476,207	a 0.62
Carpetings	12	7,136,878	7,762,492	8.77	1,650,257	1,722,180	4.36
Cotton goods	162	99,008,249	125,494,899	26.75	29,927,858	33,453,372	11.78
Leather	90	19,848,590	18,381,491	a 7.39	2,326,116	2,327,200	.05
Machines and machinery	358	39,972,702	50,833,138	27.17	13,364,375	16,416,828	22.84
Metals and metallic goods	374	28,349,404	29,746,722	4.93	7,402,352	7,755,689	4.77
Paper	75	20,550,518	21,491,529	4.58	3,811,939	3,778,900	a .87
Woolen goods	140	32,074,688	38,001,317	18.48	6,968,819	8,004,814	14.87
Worsted goods	34	34,220,442	32,173,495	a 5.98	5,480,110	5,459,841	a .37
Other industries	2,727	328,105,870	346,279,464	5.54	58,399,485	61,054,242	4.55
Total	4,645	736,695,225	799,353,677	8.51	156,979,841	167,449,273	6.67

a Decrease.

In a number of items shown in this table there is apparent a falling off for the year 1900 as compared with the previous year, though the totals in each instance show a gain. The per cent of total increase is least in the item "Capital invested," being but 1.78 per cent greater than in 1899, while 5 of the 9 specified industries show an actual decrease.

Amount of stock used is also less in 2 industries, and value of product shows a decrease in the same industries. In 3 industries there was a falling off in amount of wages paid.

Data as to employees, earnings, and days in operation are given in the following table. The establishments considered are the same as in the table above.

AVERAGE NUMBER OF EMPLOYEES, AVERAGE YEARLY EARNINGS, AND AVERAGE DAYS IN OPERATION IN 9 PRINCIPAL INDUSTRIES, OTHER INDUSTRIES, AND IN ALL INDUSTRIES, 1899 AND 1900.

Industries.	Average number of employees.			Average yearly earnings.			Average days in operation.		
	1899.	1900.	Per cent of increase.	1899.	1900.	Per cent of increase.	1899.	1900.	Per cent of increase.
Boots and shoes	58,860	59,288	0.73	$469.73	$463.44	a1.34	291.24	284.55	a2.30
Carpetings	4,510	4,609	2.20	365.91	373.66	2.12	273.38	299.69	9.62
Cotton goods	90,184	92,625	2.71	331.85	361.17	8.84	301.98	298.98	a.99
Leather	4,980	4,827	a3.07	467.09	482.12	3.22	297.61	296.60	a.34
Machines and machinery	24,484	29,623	20.99	545.84	554.19	1.53	300.18	292.28	a2.63
Metals and metallic goods	14,639	15,155	3.52	505.66	511.76	1.21	291.98	289.43	a.87
Paper	8,927	8,906	a.24	427.01	424.31	a.63	285.59	274.36	a3.93
Woolen goods	18,443	19,912	7.97	377.86	402.01	6.39	284.20	292.92	3.07
Worsted goods	14,974	14,584	a2.94	365.98	375.66	2.64	297.52	274.31	a7.80
Other industries	127,117	131,462	3.42	459.42	464.42	1.09	291.29	288.71	a.89
All industries	367,118	380,941	3.77	427.60	439.57	2.80	294.15	290.43	a1.26

a Decrease.

This table shows that there was in 1900 a slight decrease in the number of days in operation, taking all reported industries together. Average yearly earnings and number of employees both show slight increase, however, so that the year was, on the whole, not less favorable to labor than in the previous year.

The 2 industries, "Machines and machinery" and "Cotton goods," which show the largest per cent of increase in value of product both show decrease in number of days in operation, and in the case of "Cotton goods" there is but slight increase in number of employees. In both these industries there was increase in total wages paid and in average yearly earnings per employee.

The following tables show the number and per cent of employees earning the indicated weekly wages. Employees are divided into 3 groups, adult males, adult females, and young persons of both sexes under 21 years of age. The number of employees given is the number reported in each industry for the week showing the largest number of employees, and does not, therefore, agree with the number reported in the preceding table.

NUMBER OF MALE AND FEMALE ADULTS AND OF YOUNG PERSONS IN 87 INDUSTRIES, BY CLASSIFIED WEEKLY WAGES, 1899 AND 1900.

Weekly wages.	1899.				1900.			
	Adults.		Young persons (under 21).	Total.	Adults.		Young persons (under 21).	Total.
	Male.	Female.			Male.	Female.		
Under $5	9,792	19,256	31,383	60,431	9,658	18,829	27,355	55,842
$5 or under $6	9,662	17,758	13,746	41,166	9,869	17,944	13,454	41,267
$6 or under $7	18,544	21,721	9,091	49,356	18,539	22,819	8,717	50,075
$7 or under $8	23,983	16,988	4,176	45,147	25,613	17,302	4,046	46,961
$8 or under $9	24,468	12,713	1,427	38,608	26,107	14,033	1,606	41,746
$9 or under $10	34,738	8,490	883	44,111	37,105	10,710	923	48,738
$10 or under $12	39,312	6,307	475	46,094	41,432	7,532	497	49,461
$12 or under $15	44,487	3,187	134	47,808	46,337	3,332	159	49,828
$15 or under $20	33,950	976	21	34,947	36,107	1,000	30	37,137
$20 or over	10,831	127	4	10,962	11,293	160	3	11,456
Total	249,767	107,523	61,340	418,630	262,060	113,661	56,790	432,511

PER CENT OF MALE AND FEMALE ADULTS AND OF YOUNG PERSONS OF TOTAL NUMBER EMPLOYED IN 87 INDUSTRIES, BY CLASSIFIED WEEKLY WAGES, 1899 AND 1900.

Weekly wages.	1899.				1900.			
	Adults.		Young persons (under 21).	Total.	Adults.		Young persons (under 21).	Total.
	Male.	Female.			Male.	Female.		
Under $5	3.92	17.91	51.16	14.44	3.69	16.56	48.17	12.91
$5 or under $6	3.87	16.51	22.41	9.83	3.77	15.79	23.69	9.54
$6 or under $7	7.42	20.20	14.82	11.79	7.07	20.08	15.35	11.58
$7 or under $8	9.60	15.80	6.81	10.78	9.77	15.22	7.12	10.86
$8 or under $9	9.80	11.82	2.33	9.22	9.96	12.35	2.83	9.65
$9 or under $10	13.91	7.90	1.44	10.54	14.16	9.42	1.63	11.27
$10 or under $12	15.74	5.87	.77	11.01	15.81	6.63	.87	11.43
$12 or under $15	17.81	2.96	.22	11.42	17.68	2.93	.28	11.52
$15 or under $20	13.59	.91	.03	8.35	13.78	.88	.05	8.59
$20 or over	4.34	.12	.01	2.62	4.31	.14	.01	2.65
Total	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00

From the above tables it appears that while the total number of employees was greater in 1900 than in 1899, there was a decrease in the number of young persons employed. Of the young people employed in 1899, more than one-half, 51.16 per cent, earned less than $5 weekly, while in 1900 but 48.17 per cent earned less than this amount, and in every wage class of young persons above $5, except in the one, "$20 or over," the per cent was larger in 1900 than in 1899. For adult males the per cents for the three lowest wage classes are smaller in 1900 than in 1899, and 5 of the 7 remaining classes show correspondingly larger per cents for the later year. Adult females show the same shifting of per cents, those for the 4 lowest wage classes being smaller in 1900 than in 1899, while 4 of the remaining 6 are correspondingly greater. The same conditions necessarily appear in the per cent columns for the totals for the two years, the total number of employees earning less than $5 in 1900 being but little more than one-eighth the total employees, while in 1899 the number was almost exactly one-seventh.

Data are furnished for a comparison of the investments and operations of the three forms of management, i. e., private firms, corporations, and industrial combinations. The statistics appear in the following table:

STATISTICS OF ESTABLISHMENTS CONTROLLED BY PRIVATE FIRMS, BY CORPORATIONS, AND BY INDUSTRIAL COMBINATIONS, 1900.

Items.	Private firms.	Corporations.	Industrial combinations.	Totals.
Number of establishments	3,301	1,260	84	4,645
Per cent of total establishments	71.06	27.13	1.81	100.00
Capital invested	$95,850,027	$317,234,910	$43,600,311	$456,685,248
Per cent of total capital	20.99	69.46	9.55	100.00
Average capital per establishment	$29,037	$251,774	$519,051	$98,318
Value of product	$247,118,611	$481,665,384	$70,569,682	$799,353,677
Per cent of total product	30.91	60.26	8.83	100.00
Average product per establishment	$74,862	$382,274	$840,115	$172,089
Average number of employees	112,013	245,990	22,938	380,941
Per cent of total employees	29.40	64.58	6.02	100.00
Average employees per establishment	34	195	273	82
Wages paid	$52,513,347	$105,716,332	$9,219,594	$167,449,273
Per cent of total wages	31.36	63.13	5.51	100.00
Average wages paid per establishment	$15,908	$83,902	$109,757	$36,049
Average yearly earnings	$468.81	$429.76	$401.94	$439.57
Average product per employee	$2,206.16	$1,958.07	$3,076.54	$2,098.37
Average product per $1,000 capital	$2,578.18	$1,518.32	$1,618.56	$1,750.34

It will be seen from the above presentation that while private firms control 71.06 per cent of the establishments, their investment represents but 20.99 per cent of the total capital reported for the 87 industries considered. Average capital, product, etc., per establishment for those controlled by private firms and for those under the other forms of management show the latter establishments to be several times larger. As to economy of production the usual claim is not altogether supported, the average product per $1,000 capital being much greater under private-firm management than under the other forms. The average product per employee, on the other hand, is greatest for the establishments controlled by industrial combinations, those under corporation control making the lowest return. Employees of private firms exceed in average yearly earnings the employees of the other classes, those of industrial combinations standing lowest.

Value of product, as the term has been heretofore used, has included not only the value of the work in the industries reporting, but also that original value which is represented by the cost of material. This item of cost of material has been deducted from the market value of the productions of the 9 principal industries, leaving a remainder which represents the value actually added by the processes of manufacture in the industries making report. This remainder is termed the industry product, and a division of the same is made showing the amount paid in wages and the amount remaining for profits and the so-called minor expenses, including freight, insurance, interest, salaries, commissions, etc. The table follows:

INDUSTRY PRODUCT, WAGES, AND PROFIT AND EXPENSES IN 9 SPECIFIED INDUSTRIES, 1900.

Industries.	Industry product.	Wages.	Profit and minor expenses.	Industry product.		Per cent of industry product—	
				Per $1,000 of capital.	Average per employee.	Paid in wages.	Devoted to profit and minor expenses.
Boots and shoes	$48,222,576	$27,476,207	$20,746,369	$1,805.00	$813.36	56.98	43.02
Carpetings	3,017,796	1,722,180	1,295,616	460.98	654.76	57.07	42.93
Cotton goods	59,332,759	33,453,372	25,879,387	458.01	640.57	56.38	43.62
Leather	4,475,704	2,327,200	2,148,504	728.58	927.22	52.00	48.00
Machines and machinery	32,159,786	16,416,828	15,742,958	787.97	1,085.64	51.05	48.95
Metals and metallic goods	14,448,984	7,755,689	6,693,295	817.42	953.41	53.68	46.32
Paper	9,005,248	3,778,900	5,226,348	445.40	1,011.14	41.96	58.04
Woolen goods	16,103,138	8,004,814	8,098,324	652.66	808.72	49.71	50.29
Worsted goods	12,795,778	5,459,841	7,335,937	808.35	880.40	42.67	57.33

The industry product per $1,000 of capital is greatest in the boot and shoe industry, being more than double that of the next highest industry and nearly four times as great as in carpetings, cotton goods, and paper. This last-named industry stands second in industry product per employee, being surpassed by machines and machinery only. In 6 of the 9 industries here shown the wage fund receives more than one-half the industry product.

STATE REPORTS ON BUILDING AND LOAN ASSOCIATIONS.

NEW YORK.

Annual Report of the Superintendent of Banks Relative to Building and Loan and Cooperative Savings and Loan Associations, for the year ending December 31, 1900. F. D. Kilburn, Superintendent of Banks. 690 pp.

This report presents lists and statistics of 14 building-lot associations and 337 building and loan associations, together with an account of certain legal questions that have assumed prominence during the year. Some attention is given to the differences in methods and results of national and local associations, and to the workings of associations making use of the divided or second-mortgage plan. The laws governing these various classes of associations are published, with recommendations as to additional legislation.

Detailed tables show assets and liabilities, receipts and disbursements, plans, general condition, etc., of each association for the year 1900.

The following tables give the principal statistics in summary form. Of the 337 associations considered, 44 are national and 293 local in form of organization.

ASSETS AND LIABILITIES OF 337 ASSOCIATIONS FOR THE YEAR 1900.

Items.	National.	Local.	Total.
ASSETS.			
Loans on bonds and mortgages	$13,669,234	$29,606,315	$43,275,549
Loans on shares	458,562	969,824	1,428,386
Stocks and bonds	157	19,400	19,557
Contracts for the sale of real estate	464,864	521,608	986,472
Real estate	7,244,743	3,190,954	10,435,697
Cash on hand and in bank	406,589	1,575,981	1,982,570
Furniture and fixtures	46,080	37,045	83,125
Installments due and unpaid	74,435	85,175	159,610
Interest, premium, fees, and fines due and unpaid	169,950	156,780	326,730
Other assets	619,369	336,672	956,041
Total	23,153,983	36,499,754	59,653,737
LIABILITIES.			
Due shareholders, stock payments credited	11,140,473	28,748,364	39,888,837
Dividends credited	1,330,601	4,192,450	5,522,451
Due shareholders, matured shares	.....	489,221	489,221
Balance to be paid borrowers on mortgage loans	58,681	156,046	214,727
Mortgages assumed	8,610,548	339,361	8,949,909
Borrowed money	107,302	384,789	492,091
Earnings undivided	1,196,091	1,775,767	2,971,858
Other liabilities	710,887	413,756	1,124,643
Total	23,153,983	36,499,754	59,653,737

RECEIPTS AND DISBURSEMENTS OF 337 ASSOCIATIONS FOR THE YEAR 1900.

Items.	National.	Local.	Total.
RECEIPTS.			
Cash on hand January 1, 1900	$496,048	$1,717,368	$2,213,416
Stock payments credited to members	3,389,784	8,078,499	11,468,283
Deductions credited to expense or similar fund	234,161	780	234,941
Money borrowed	480,628	935,533	1,416,161
Mortgages redeemed, foreclosed, or transferred	3,233,908	5,731,919	8,965,827
Other loans redeemed	394,461	811,671	1,206,132
Real estate sold	914,217	457,933	1,372,150
Fees received by associations and agents	55,914	25,737	81,651
Fines received	27,738	37,601	65,339
Interest received	893,720	1,609,706	2,503,426
Premium received	486,247	303,484	789,731
Rent received	237,609	142,489	380,098
Other receipts	3,374,931	363,503	3,738,434
Total	14,219,366	20,216,223	34,435,589
DISBURSEMENTS.			
Loaned on mortgages	3,606,618	5,273,099	8,879,717
Loaned on other securities	434,431	873,716	1,308,147
Paid shares withdrawn and cash dividends	3,691,827	8,244,460	11,936,287
Paid matured shares	226,637	1,898,344	2,124,981
Paid borrowed money and prior mortgages, principal and interest	1,442,493	1,050,196	2,492,689
Paid for real estate	2,159,012	592,002	2,751,014
Paid salaries and clerk hire	333,344	187,262	520,606
Paid agents	151,238	1,672	152,910
Paid advertising, printing, and postage	62,265	27,698	89,963
Paid rent	45,372	33,547	78,919
Paid repairs to real estate	206,357	64,727	271,084
Paid taxes, insurance, etc	97,348	104,508	201,856
Other disbursements	1,355,835	289,011	1,644,846
Cash on hand December 31, 1900	406,589	1,575,981	1,982,570
Total	14,219,366	20,216,223	34,435,589

MISCELLANEOUS STATISTICS OF 337 ASSOCIATIONS FOR THE YEAR 1900.

Items.	National.	Local.	Total.
Shares in force January 1, 1900	710,588	707,544	1,418,132
Shares issued during the year	263,680	187,074	450,754
Shares withdrawn during the year	217,895	186,133	404,028
Shares in force December 31, 1900	756,373	708,485	1,464,858
Borrowing members	7,378	19,310	26,688
Shares held by borrowing members	162,679	180,889	343,568
Nonborrowing members	44,152	70,688	114,840
Shares held by nonborrowing members	593,694	527,596	1,121,290
Female shareholders (a)	11,176	28,096	39,272
Shares held by females (a)	152,484	189,011	341,495
Foreclosures in 1900	185	181	366
Amount of mortgages on property in the State	$10,920,214	$27,557,204	$38,477,418
Operating expenses for the year	$686,978	$289,639	$976,617

a Not including 29 associations not reporting.

Comparing the two classes of associations in respect to a few of the above items, we find that national associations deducted from payments made by their members the sum of $234,161 for the maintenance of an expense or similar fund, while local associations deducted but $780 for this purpose. These amounts are 6.46 per cent and 0.01 per cent, respectively, of the amounts paid in by stockholders.

The amounts collected from stockholders and credited to them as stock payments were $3,389,784 for national, and $8,078,499 for local associations. The operating expenses of the two classes were $686,978 and $289,639, respectively. The operating expenses of national asso-

ciations were, therefore, 20.27 per cent of the stock payments credited to shareholders; the corresponding per cent for local associations is 3.59.

The principal items of profit of the associations are interest, premium, and rent. The sum of these items for national associations is $1,617,576, and for the local organizations $2,055,679. These amounts are 6.99 per cent and 5.63 per cent of the total assets of the respective classes of associations. While national associations thus show a somewhat higher rate of profit from these receipts, it will appear by comparing operating expenses with the sum of these items, that these expenses are 42.47 per cent of the profit receipts in the case of national associations, while in the case of the local organizations the operating expenses amount to but 14.09 per cent of the same items.

9491—No. 43—02——8

DIGEST OF RECENT FOREIGN STATISTICAL PUBLICATIONS.

BELGIUM.

Les Moteurs Électriques dans les Industries à Domicile: I. L'Industrie Horlogère Suisse; II. Le Tissage de la Soie à Lyon; III. L'Industrie de la Rubanerie à St. Étienne. Rapport présenté à M. le Ministre de l'Industrie et du Travail par MM. E. Dubois et A. Julin, 1902. 292 pp.

This report was made by Prof. Ernest Dubois, of the University of Ghent, and M. Armand Julin, division chief of the Belgian labor bureau, who were appointed by the Belgian minister of industry and labor as a committee to make an investigation into the economic effects of the introduction of the electric motor on domestic or cottage industries. In the report an effort has been made, first, to present the economic results of the introduction of the electric motor, and second, to discover whether, in the domestic industries investigated, the introduction of machinery moved by electric power tends to prevent or retard the progress of the concentration of industry in factories.

The industries investigated were watchmaking in Switzerland, silk weaving in Lyon, France, and ribbon weaving in St. Etienne, France.

THE WATCHMAKING INDUSTRY.—The report on the conditions in the Swiss watchmaking industry gives an account of the growth and organization of the industry from its beginning in 1587 to the present time. The making of the watch was at first all done by one person, then the usual course of specialization followed. A series of specialized occupations first sprang up, and was later followed by a geographical specialization, in which the workmen engaged in the making of each special part of the watch congregated in certain localities. The products of these domestic workers were purchased by the merchant watchmakers, who finished and adjusted the rough movements. This method of production still employs a large proportion of the persons engaged in the industry.

The first factory for the manufacture of watches was established in 1804; it made use of 19 different machines and produced several grades of movements. In 1834 the first watches with interchangeable parts were manufactured. Since that time the factory, under the stimulus of the competition of the American factory-made watch, has steadily improved its processes, and has each year absorbed a larger

proportion of the field and correspondingly lessened the opportunities of the domestic worker. As a result, the condition of the latter class has become so depressed that measures for its relief have become the subject of general discussion. In the hope of placing the domestic worker on a level with the factory, the plan of providing him with mechanical motive power in the shape of electric motors has been adopted. The problem of securing electric power is fortunately not a difficult one in Switzerland, where there is a large amount of water power available. In many cases the communes have established plants for the production of electric power, and have adopted rates for small motor service which are intended to be well within the means of the domestic workers. The following table shows the tariffs in force in several localities. The plants at Chaux-de-Fonds, Locle, and Fleurier belong to the communes; that at St. Imier belongs to a stock company.

RATES PER ANNUM FOR ELECTRIC-MOTOR SERVICE IN 4 COMMUNES OF SWITZERLAND.

Horsepower.	Chaux-de-Fonds.			Locle.			Fleurier.	St. Imier.
	3,000 hours.[a]	2,000 hours.[a]	1,000 hours.[b]	3,300 hours.	1,650 hours.	800 hours.	11 hours per day.	No restriction.
One-sixteenth				$6.95	$4.40	$2.70		[c] $9.26
One-eighth	$11.65	$9.72	$5.89	12.97	8.45	5.21	$14.48	[d] 16.21
One-fourth	22.05	18.24	10.52	24.32	16.21	9.65	24.13	25.86
One-half	38.89	32.13	18.62	42.85	27.79	17.18	38.60	46.32
Three-fourths				57.90	37.64	23.16		66.78
One	61.76	51.15	29.92	67.74	44.00	27.02	67.55	82.99

[a] Renters of power in these classes receive a discount of 25 per cent on agreement to use no power during lighting hours.
[b] Power not to be used during lighting hours.
[c] For $\frac{1}{16}$ horsepower.
[d] For $\frac{1}{10}$ horsepower.

In the first two localities power in excess of the number of hours contracted for may be used on the payment of a pro rata sum.

In Fleurier contracts for motors of two horsepower or less, to be used only outside of lighting hours, may be made on the basis of 20 centimes ($0.0386) per horsepower per hour, no contract being made for less than 750 hours.

In spite of all efforts, the small motor has not found an extensive use among the domestic workers. The expense of installation and of changing tools is usually too heavy for the limited means of this class of producers. Many of them have but little use for power in the manufacture of their specialties, but the reason assigned as the principal one is the lack of interest on the part of the workmen themselves.

THE SILK INDUSTRY.—The establishment of the silk industry at Lyon by Italian weavers in the sixteenth century was followed in the two succeeding centuries by a specialization in the direction of the weaving of figured silks and rich cloths of gold and silver. The ability to weave such fabrics required a long apprenticeship and special technical knowledge. The demand for them, being subject to changing

fashions, was very irregular, and this irregularity and the resulting frequent depressions of the industry have been characteristic of silk weaving in Lyon up to the present time.

During the early part of the last century considerable numbers of weavers moved into the rural districts, employing themselves for a portion of the time at agriculture, and accepting orders for the weaving of the lighter and cheaper grades of goods at prices less than the city weavers could afford. The efforts of the city weavers to enforce their higher charges led to the turning of orders for the better grades of goods to the country weavers, until now the number of looms in the country far exceeds those in the city. The relative size of the two groups and the number of looms in factories appear from an enumeration made in 1900, which found in the large factories 30,600 looms; in domestic use in the rural districts, 47,000 looms, and in domestic use in the city, 8,600 looms. In 1856 there were about 35,000 looms employed in the city in domestic weaving.

Factory competition has caused depression among domestic weavers in both city and country of late years, and efforts have been made to ameliorate their condition. One of these was made in 1895 by a society which arranged with an electric power company to furnish power for 75 francs ($14.48) per year for each loom, the service not to exceed 250 hours per month. Added hours may be arranged for, however, on the basis of a pro rata payment. As the hand looms could not be altered to meet the requirements of the new motive force, new equipment throughout was found necessary, and to meet this expense the society loaned money without interest. By this means it has assisted in installing 300 looms for silk weaving in addition to 200 looms for other kinds of weaving. The hand looms in Lyon still number more than 8,000, about half of which are fully employed.

Though it is as yet too early to state precisely what are the results of the use of the electric motor in the domestic shops of this industry, the system has been in use long enough for two facts to have become evident. First, employment under the new system is more regular and continuous, owing to the fact that the weaver is able to accept orders for the making of staple goods for which there is a steady demand, instead of confining himself to the special Lyon goods for which the demand is irregular. An unexpected result of this fact has been that the weavers show a tendency to devote themselves entirely to the production of these cheaper grades of goods and avoid taking orders for the higher grades. The second fact is that there is an increase in the earnings of the weaver; the writers of the report estimate that the average annual earnings of a weaver with two hand looms are about 800 francs ($154.40); with two power looms the authors estimate his earnings at 1,500 francs ($289.50). The result of the introduction of the electric motor would be satisfactory were it

not for the tendency of the weaver to become a competitor of the factory, instead of continuing to produce those grades of silks which require special artistic and technical skill. This difficulty is one of the serious problems which confront those endeavoring to place the domestic workers on a sound economic basis.

THE RIBBON INDUSTRY.—The ribbon industry of St. Étienne was established early in the seventeenth century and soon developed into the typical domestic form. Since the use of ribbon is almost entirely regulated by fashion, the demand for it has always been extremely irregular. The history of the ribbon industry has been a series of fluctuations between periods of feverish activity when ribbons were in vogue and periods of ruinous depression when the contrary held true. In most of its features the history of the ribbon industry has been not unlike that of the Lyon silk industry. Owing to the irregular demand for the product the factory has not developed to any great extent, and the industry is practically controlled by the domestic producers. In 1896 the number of ribbon looms in use in the domestic shops was about 25,000, of which about 1,200 were power looms; the number of looms in use in the factories was about 6,000.

The ribbon hand loom is of such construction that it can be altered for the use of mechanical motive power at slight expense, and in its altered form can be used to produce the same class of goods. The problem of changing from hand to power weaving is, therefore, not such a serious one for the domestic weaver of ribbon as it is for the Lyon silk weaver. The power is secured from a stock company which supplies electricity to the town, and makes a special effort to furnish power in the form needed by the domestic weaver operating two or three looms. The minimum charge for each loom is 7.50 francs ($1.45) per month; if the motor is rented from the company a rental of 1 franc ($0.193) per month is charged. Hence for a shop containing three looms driven by a rented motor the monthly charges would be 3 francs ($0.579) for rent of motor, and 22.50 francs ($4.34) for power, or a total of 25.50 francs ($4.92) per month. At this rate the daily charge would be 1.02 francs ($0.197). The company reported that 3,120 domestic ribbon weavers, using about 7,000 looms, were subscribing for power, October 1, 1901.

CONCLUSIONS.—Of the three domestic industries under discussion, the ribbon industry offers the largest possibility of introducing the electric motor. The Swiss watchmaking industry is changing its old organization to that of the factory in order to meet the American competition. It has now adopted the system of factory production with elaborate machinery and extended division of labor. Under these conditions the domestic production has steadily declined in importance. It has had recourse to the manufacture of detached pieces and is now a system of assemblage of parts produced under

conditions which do not admit of a general use of the electric motor. The Lyon silk-weaving industry is a domestic industry in its decadence. If the demand of the public were for the high-grade goods which require special skill to produce, there would be reason to hope for the continued existence of the domestic weaver, but present conditions show an opposite tendency. In the case of the ribbon-weaving industry, however, so long as the demand for the product is constantly changing, requiring different shapes and sizes for each season, and especially so long as the demand in general varies so greatly, it is probable that the domestic weaver will control the industry.

The employment of the electric motor reduces the physical strain on the workman and allows the use of cheaper grades of labor, such as that of women, children, old men, etc. Without doubt the motor increases the production of the lathe or loom and increases the net income from each machine, but even with the aid of the electric motor there is little probability of the domestic workshop ever superseding the factory. The advantages of an elaborate division of labor and of continuity in production are lost in such a small shop, while the incessant improvement of machinery requiring constant expenditure for more efficient apparatus imposes a burden too heavy for the resources of any but those possessing large amounts of capital.

NEW SOUTH WALES.

First Annual Report of the Labor Commissioners of New South Wales, covering the period ending August 31, 1901. 60 pp.

By an order of the governor bearing date of May 8, 1900, a labor commission was appointed to provide work for the unemployed, succeeding other agencies, and under the above title they present their first report. The duties of the commission are to organize and control all labor of both sexes not in employment and to assist the unemployed in securing situations. The work was begun under the minister for labor and industry, but was later transferred to the department of public works, as it was largely in connection with this deparment that employment was given. While private employers availed themselves to some extent of the services of the commission, the report is mainly an account of the methods and results of various undertakings of a public nature.

A card system of registration is used, the men being classified according to their own preferences, then according to their capacity as determined by an inspection, and lastly, after an assignment of work has been completed, on the basis of reports furnished by a foreman or officer in charge of the work. Branch offices are maintained

in different parts of the country, by which means it is expected that a general knowledge of labor conditions will be gained and disseminated.

Opportunities for employment were formerly determined by drawings, but the method was unsatisfactory, and a system of rotation has been adopted. This system is modified to some extent by local and conjugal conditions, applicants residing in the vicinity of the proposed works being preferred to nonresidents, so far as the supply extends, and married men to single. Married men having dependent children are further favored over those without children. Emergency work is provided, however, for the immediate relief of destitution, and various concessions are made to enable men to avail themselves of the opportunities offered. Thus, railway fares are provided at reduced rates, and advances made to cover this and other preliminary expenses, as for tents, blankets, etc., while cost of provisions has been guaranteed to storekeepers giving credit to men beginning work. This last privilege was so abused that it has been withdrawn. Men leaving dependent families are required to sign orders empowering the department to pay to their wives a portion—not less than one-half—of their weekly wages.

For men physically unfit for steady work and therefore not easily graded as to fixed pay, a system of cooperation called the butty-gang system is made use of. Under this plan the work is let as a job and the returns are equally shared by the members of the gang performing it. This system, which is stated to have succeeded well in New Zealand, was found not to be satisfactory, as the least competent or least willing set the pace, with the result of small returns and general dissatisfaction among the workers.

A casual labor farm, furnished with huts and tools and run on the cooperative basis, provided employment for 198 men for various periods during the year. The period of residence set by the commission was three months, though the majority did not stay so long; others requested an extension of the period, which was in some cases allowed. This farm furnished opportunity for recuperation, mental and physical, and for getting a little sum ahead with which to make a new start on leaving, besides some practical experience in plowing and other farm work which increased the opportunities for future employment. The farm has not been self-supporting, but the deficiency has been reduced of late years, and it is anticipated that it will be entirely wiped out soon, leaving perhaps a balance in its favor.

To provide for another class of the destitute, including tramps and beggars, a labor depot and refuge was established within a few miles of Sydney, to which men are admitted and provided with food and lodging in return for a few hours' work, leaving them free during a large part of the day to seek employment. For those who work more

than is thus required a credit system is used by which weekly accounts are kept, and any balance is paid over in cash at the time of final departure from the depot. This refuge was opened only three months before the close of this report, during some portion of which period 48 men were in residence, 23 being still in the institution when the report closed. Of the 25 who went away, 20 took certificates of good conduct, 4 of very good, and 1 the manager declined to certify. Three secured employment before leaving.

Industrial farms for more permanent occupancy under direct official supervision is a mode of relief for men with families, as well as single men, which the commission has in view, but which has not yet been put into operation. Assisted settlements on government lands under permanent leases and a compulsory labor colony for vagrants are recommended as additional agencies to provide for certain classes of the unemployed.

The number of applicants for work registering during the year was 10,501, of whom 217 were classed as clerical, 880 as artisans and mechanics, and the remainder as laborers, classified as follows: First grade, 3,677; second grade, 4,811; third grade, 916. Of the first two classes, 672 registered as willing also to take work as laborers. More than half the registrants were between 20 and 40 years of age, 331 giving their age as under 20 and 718 over 60 years.

The number of offers of work was 16,172; these were accepted in 7,899 instances, rejected in 3,237, and in 5,036 cases no reply was received. The number of individuals accepting work was 5,049, making an apportionment of about 15 jobs to each man that worked.

About 40 per cent—3,175—of the jobs were of less than one month's duration; 1,493 lasted from one to three months, 535 over three months, and in 1,711 cases the duration was not reported. A few jobs lasted a full year. Sickness and accident compelled 159 men to leave their work, and 1,454 deserted. This indicates a considerable proportion not actually desirous of employment. In 645 cases, however, there was a mark of "very good" as to ability and willingness, "good" in 1,502 cases, and 903 were not granted certificates. Conduct was marked "very good" in 797 cases, "good" in 4,894, and 460 were denied a marking. It would appear, therefore, that incapacity was more in the way of success than was disposition; though the failure of 3,485 original registrants to give any further attention to their applications is suggestive of the use by beggars of the registration certificates to prove that they want work, when in reality they have no such desire.

ONTARIO.

First Report of the Bureau of Labor, 1900. R. Glockling, Secretary. 101 pp.

This bureau, which is under the commissioner of public works, came into existence under the provisions of an act approved April 30, 1900.[a]

The report presents the results of an inquiry as to labor organizations, including the subject of strikes and lockouts; parts of addresses on certain subjects of industrial interest; a synopsis of the labor laws of Ontario, and digests of official publications on changes in wages.

To the 340 schedules addressed to labor organizations 133 replies were received, representing about 50 trades and callings. Seventy-eight unions report a membership of 6,346.

Thirty-five strikes and 2 lockouts were reported to have occurred during the year 1899 and up to September 1, 1900. Of these, 13 were reported as successful, 8 compromised, 2 settled by arbitration, and 5 unsuccessful. In 1 case there was no settlement, and 8 were still pending when the report closed.

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[a] See Bulletin No. 33, p. 295, U. S. Department of Labor.

DECISIONS OF COURTS AFFECTING LABOR.

[This subject, begun in Bulletin No. 2, has been continued in successive issues. All material parts of the decisions are reproduced in the words of the courts, indicated when short by quotation marks and when long by being printed solid. In order to save space, matter needed simply by way of explanation is given in the words of the editorial reviser.]

DECISIONS UNDER STATUTORY LAW.

CONTRACT OF EMPLOYMENT—LIMITATIONS—RELEASE OF CLAIM FOR DAMAGES—FRAUD—*Missouri, Kansas and Texas Railway Company v. Smith, Court of Civil Appeals of Texas, 68 Southwestern Reporter, page 543.*—J. E. Smith was a conductor employed by the above-named railway company and was injured in 1892 while attempting to effect a coupling between two cars. He brought suit to recover damages, but before the matter came to trial one Maxwell, as agent for the company, induced Smith to withdraw the suit, promising him, as he averred, employment for life at $60 per month. Smith withdrew the suit and signed a release of all claims for damages arising from the above accident, receiving in consideration therefor the sum of $300. He was given employment for two years at $60 per month and then asked for a lay off of six or seven months, which was granted. When he went to resume work he was told there was no place for him, but after repeated solicitations he was given work for two days and again discharged. This was in April, 1897, since which time employment had been refused him, and on September 10, 1900, he filed a petition stating the above facts and claiming that the release signed had been fraudulently obtained and that the failure of the company to furnish continuous employment was a failure of the consideration for which he agreed to the release, for all of which, and for loss of employment, he asked damages in the sum of $20,000. He was allowed the sum of $4,000 and costs in the district court of Hill County, from which judgment the company appealed and obtained a reversal of the lower court.

Judge Bookhout, who announced the decision of the court, first discussed the contention of the railway company that since more than two years had intervened since Smith's right of action, if he had such right, had accrued before the filing of his petition, such cause of action was barred by the statute of limitations of two years. On this point the court said:

If it be conceded that the plaintiff was induced to dismiss the suit then pending in the district court of Grayson County [the original

suit for damages] by the fraud of the defendant's agents, this would not prevent the statute of limitations running from the time he discovered, or should, in the exercise of ordinary diligence, have discovered, the fraud. Undiscovered fraud will prevent the running of the statute of limitations, provided the failure to discover the fraud is not attributable to the want of proper diligence by the party asserting it. This suit was instituted on September 10, 1900, three years and a little over four months after the company had terminated his employment. Ought not the appellee to have discovered more than two years before the filing of this suit that appellant did not intend to give him employment? After he took his lay off to rest up, he says that when he returned and asked to be put back to work he was told by the agent that "they had no work for him, and that he had lost out." This expression does not indicate that the agents of the company were attempting to conceal from Smith the fact that they did not intend to longer employ him. After hounding after them, as he says, for six or seven months, he was put back to work, and after working two days was again let out. There is not an iota of evidence that the agents and officers of the company led him to believe that he would be again employed, or that they in any way concealed from him their determination not to again employ him. We are of the opinion that the appellee's own testimony shows that his failure to ascertain that the company did not intend to give him employment was attributable to his failure to use ordinary diligence to discover that fact.

The court held that this fact in itself furnished sufficient ground for a reversal of judgment, and that judgment should have been rendered for the company. Another point was discussed, however, which was the question as to whether fraud was practiced in procuring the release.

On this Judge Bookhout said:

The statements made by Maxwell promising appellee a lifetime job if he would dismiss his suit were made at Denison, and before appellee went to work for the company. The releases were signed by him at Waco, and after he had begun to work for the company. Appellee testified that agent "Bower had the release there in the front office, and said to me: 'Smith, here is something for you to sign. You are going to work here and we (I) will take care of you. I will make a good place for you.'" Unless this statement shows fraud, there is no testimony in the record showing fraud in the signing of the releases. There is nothing in this statement showing that appellee was to be given a lifetime job. Appellee did not call for a more specific statement as to what Bower meant by the remark that he would "take care of him." The release plainly showed that it was a settlement of the suit and a release of his demands in consideration of $300. But appellee says he did not read the release. He explains that the money, $300, was paid him voluntarily by the company. It is held that, in order to set aside a release on the ground of fraud the evidence must be clear, precise, and convincing. Slight parol evidence is insufficient. The fact that appellee did not read the release before signing was not sufficient, under the facts connected with his signing, to justify the jury in finding there was fraud in the execution. (Insurance Co. *v.*

Harris (Tex. Civ. App.), 64 S. W., 871.) We are of the opinion that the evidence did not authorize the court to submit to the jury the issue of fraud in the procurement of the releases, and that there was error in so doing.

EIGHT-HOUR LAW—MUNICIPALITIES—SCHOOL DISTRICTS—*State v. Wilson, Supreme Court of Kansas, 69 Pacific Reporter, page 172.*—The State charged James Wilson with violating the eight-hour law (sec. 3827, Gen. St., 1901) by permitting a laborer in his employ to work more than eight hours in one day in and about the erection of a school building which Wilson was constructing under a contract with the board of education of the city of Iola. The district court of Allen County held that no public offense was charged, as a school district was not within the law, and quashed the information. The State appealed and obtained a reversal of the court below.

The statute relates to employment "by or on behalf of the State of Kansas, or by or on behalf of any county, city, township, or other municipality of said State." Nothing being considered but a question of law, the following syllabus by the court is a sufficient statement of the finding:

A school district is a "municipality" within the meaning of chapter 114, Laws 1891 (sec. 3827, Gen. St., 1901), known as the "eight-hour law."

EMPLOYERS' LIABILITY—ORDERS—LINE OF DUTY—CONSTRUCTION OF STATUTE—*Cincinnati, Hamilton and Dayton Railroad Company v. Thiebaud, United States Circuit Court of Appeals, Sixth Circuit, 114 Federal Reporter, page 918.*—This was an action brought by Thiebaud, as administrator, against the above-named railroad company to recover damages for the death of one Sweetman, an engineer, who was killed while in the service of the company by the admitted negligence of the conductor and engineer of another train. The action came under the employers' liability act of Indiana, in which State the accident occurred, a clause of which provides for the recovery of damages for personal injury suffered by an employee through the negligence of coemployees under certain conditions, one being that of the person injured acting at the time of his injury in obedience or conformity to the order of some superior having authority to direct.

Judgment was for the plaintiff, and the company appealed on various grounds, one of which was that the statute was unconstitutional as discriminating between corporations and individual employers. As to this the court merely cited Tullis *v.* Railroad Co., 175 U. S., 348, 20 Sup. Ct., 136, 44 L. Ed., 192 (see Bulletin, No. 29, U. S. Department of Labor, page 890), as deciding in favor of the act.

The other contentions of the company were resolved in favor of the plaintiff and the judgment of the lower court was affirmed. But one of these need be noted here. It was contended by the company's attorneys that the case was not within the scope of the Indiana statute since the deceased engineer was not, at the time of the injury causing his death, acting under any special direction, or otherwise than in the discharge of the general duty of his employment.

Judge Severens, speaking for the court, after referring to cases acted on by the supreme court of Indiana, said:

We are required to follow the construction of the act given by the supreme court of that State. But under the obligation of the same rule we are also required by the decision in the last-mentioned case [Railroad Co. *v.* Montgomery, 152 Ind. 1, 49 N. E. 582, 71 Am. St. Rep. 301 (see Bulletin No. 18, U. S. Department of Labor, page 723)], to hold, as was there held, that the requirement that the injured person should be acting in conformity to the order of some superior is equivalent to a requirement that he should be acting in the line of his duty as an employee. Having regard to the well-known order of business of railroad companies, of which the court must take judicial notice, it could not be otherwise than that a subordinate, such as a locomotive engineer, when acting in the line of his duty as such, would be acting under the order of some superior. It is stated in the bill of exceptions that the deceased was guilty of no negligence and that he had the right to be with his train at the time and place when and where the accident occurred. This can have no other reasonable meaning than that he was discharging the regular duties of his employment. The negligence of the conductor and engineer of the other train being conceded, it would seem that a case was made out fulfilling the conditions of the Indiana statute, and, as the accident and death happened in that State, that is the law applicable to the case.

EMPLOYERS' LIABILITY—RAILROAD COMPANIES—FELLOW-SERVANTS—*St. Louis and San Francisco Railroad Company v. Furry, United States Circuit Court of Appeals, Eighth Circuit, 114 Federal Reporter, page 898.*—This was a suit by Warren G. Furry, a fireman employed by the above-named company, who was injured in Arkansas in a collision resulting from the failure of a telegraph operator to deliver orders received by him from the train dispatcher. Damages were awarded in the lower court, under sections 6248 and 6249, Sand. and H. Dig. Arkansas statutes (see Railway Co. *v.* Thurmond, below, for law), and appeal was taken by the company, resulting in the judgment of the lower court being affirmed, Judge Sanborn dissenting.

Judge Thayer for the court reviewed the common-law decisions as to similar cases in a number of States, and also the decisions under statutes of like form to the statute of Arkansas, and concluded:

Without pursuing the subject to any greater length, we are forced to conclude that Furry and the defendant's telegraph operator at

Springdale, by whose fault the collision was occasioned, were not fellow-servants, because, within the meaning of the Arkansas statute, they were not "working together to a common purpose;" the work which they did being of an entirely different character, which only brought them together casually. We are also disposed to think that the two employees were not engaged in the same "department or service" of the corporation, within the true intent of the statute.

EMPLOYERS' LIABILITY—RAILROAD COMPANIES—FELLOW-SERVANTS—*St. Louis, Iron Mountain and Southern Railway Company v. Thurmond, Supreme Court of Arkansas, 68 Southwestern Reporter, page 488.*—Lizzie Thurmond, widow of James Thurmond, sued, as administratrix of his estate, to recover damages for his death. Deceased was employed as a fire knocker by the above-named company, his duty being to remove the ashes and cinders from the fire pans of the company's locomotives while they stood above a cinder pit. While he was at such work, or going about it, a hostler ran another locomotive against the one to which Thurmond was giving his attention, causing the latter to crush Thurmond's leg, the injury resulting in death.

Verdict was for the plaintiff in the circuit court of Pulaski County, and the railroad company appealed. The supreme court affirmed the judgment of the court below, resting its opinion on sections 6248 and 6249, Sand. and H. Dig. The former section provides that all persons engaged in the service of any railway company who are intrusted with the authority of superintendence of any other employee are vice-principals, and not fellow-servants, with such employee; and section 6249 provides that employees shall be deemed fellow-servants only when of the same grade and working together to a common purpose.

Chief Justice Bunn announced the opinion of the court. After reviewing the evidence and the instructions of the trial judge, and "finding no reversible error," he discussed the law of the case, as follows:

It is contended by defendant that the deceased, as fire knocker, and the engineer running 135 [the moving locomotive], called a "hostler," were fellow-servants, as they were engaged in the same employment, and were under the supervision of one person,—John Morgan, the engine dispatcher,—who had the discretion of the movement of engines about the yard and of others working therein. That is true; but our statute on the subject, in defining who are fellow-servants, goes a step further. It is proof that the hostler of No. 135, that brought about the collision, had a man or men under him as assistants. The letter of the statute makes him not a fellow-servant, because he supervises others, and because he is, on that account, not of the same grade as was the deceased, whose duty it was merely to clean out the ash boxes

of engines after being in use and before being put in use again. It is doubtful what the legislature really meant, but such is the force of the language of the act.

Affirmed.

EMPLOYERS' LIABILITY—RAILROAD COMPANIES—FELLOW-SERVANTS—HAND CARS—CONSTRUCTION OF STATUTE—*Perez v. San Antonio and Aransas Pass Railway Company, Court of Civil Appeals of Texas, 67 Southwestern Reporter, page 137.*—San Juana Perez sued in the district court of Bee County to recover damages for the death of her son, Esteven Perez. The latter was a section hand in the employment of the above-named company, and his death was the result of the alleged negligent stopping of a hand car on which the deceased and his fellow-workmen were riding in connection with their duties. From a judgment for the defendant Mrs. Perez appealed, securing a reversal of the court below and the grant of a rehearing.

The statute of June 18, 1897, article 4560f of Sayles' Ann. Civ. St., provides that "Every person, receiver, or corporation operating a railroad or street railway, the line of which shall be situated in whole or in part in this State, shall be liable for all damages sustained by any servant or employee thereof while engaged in operating the cars, locomotives, or trains of such person, receiver, or corporation, by reason of the negligence of any other servant or employee of such person, receiver, or corporation, and the fact that such servants or employees were fellow-servants with each other shall not impair or destroy such liability."

It appeared from the evidence that the hand car on which Perez was riding was moving at a high rate of speed when the man in charge of the brake received a signal from the foreman directing an immediate stop, so that if there was negligence at all on the part of the foreman it was in directing an immediate stop while the car was moving at such a rate. If the injury was the result of the negligence of the man who applied the brake, it was the negligence of a fellow-servant, for which the railroad company would not be liable apart from the statute above quoted.

Judge Fly announced the decision of the court. After reviewing the evidence and quoting the statute, with the remark that it had not heretofore been judicially construed, he took up the question of whether or not Perez and his fellow-servants were engaged in operating cars, within the meaning of the statute. Cases were cited in which courts of other States had held that hand cars were cars within the meaning of similar acts, and he concluded:

There are decisions of other States in perfect consonance with the foregoing rulings, and we have not been cited to, nor have we found,

any opinion in opposition to them. In common acceptation, and under the definitions in the standard lexicon of the country, the word "car" signifies any vehicle adapted to the rails of a railroad, and would embrace in its meaning a hand car as well as a freight or passenger car. It follows that, if deceased and his fellow-servants at the time of his death were engaged "in the work of operating" the hand car of the railway company, the latter would, under the statute, be liable in damages if the death of deceased resulted from the negligence of his fellow-servants or either of them.

In the main charge the court proceeded on the theory that appellee was liable if deceased came to his death through the negligence of the servants or employees of appellee, but in a special charge requested by appellee, and given by the court, the jury was instructed as follows: "Even if you believe from the evidence that the said Esteven Perez was thrown from the hand car by the negligent application of the brake, yet if you further believe from the evidence that the brake was not applied under the order, direction, or signal of the foreman, Kessler, then plaintiff can not recover in this case." This charge was not only in conflict with the charge of the court, but it made the recovery of appellant depend upon a signal given by the foreman, which is in conflict with the law as to the appellee being liable under the circumstances for the acts of a fellow-servant.

The scope of the opinion of this court, as applied to section men, extends no farther than while they are actually engaged in operating hand cars, and is not intended to reach any acts of theirs while engaged in other work. The decision deals with the facts in this case, and no others.

In a requested charge given by the court, the jury was informed that if deceased "did not fall off the hand car, but voluntarily jumped off the hand car, then his act constitutes, in law, either contributory negligence or suicide, and plaintiff can not recover in this case." The charge was an invasion of the right of the jury to pass upon the question of whether the facts established contributory negligence. Contributory negligence was not pleaded, and it is the rule in Texas that contributory negligence should not be submitted unless presented by plea and supported by evidence.

EMPLOYERS' LIABILITY—RAILROAD COMPANIES—HAND CARS—VICE-PRINCIPAL—NEGLIGENCE OF FELLOW-SERVANTS—CONSTRUCTION OF STATUTE—*Texas and Pacific Railway Company v. Smith, United States Circuit Court of Appeals, Fifth Circuit, 114 Federal Reporter, page 728.*—In this action Mrs. F. S. Smith sued for herself and minor children to recover damages for the death of her husband. Smith was a foreman of a gang of workmen whose duty it was to look after and keep in repair several miles of the track of the railway company, and for their assistance they had the use of two hand cars.

On the evening of April 11, 1899, the car, on which Smith with a number of the men was returning from work, was run into by the car containing another portion of the workmen under his control, with the

result that Smith was thrown from his car and killed. He not only had charge of the men while at work, but employed and discharged his assistants according to his own judgment. It was charged that it was by their negligence that the accident occurred.

Judgment was given Mrs. Smith under the Texas statute of 1897, page 14, from which judgment the company appealed.

This statute provides, in its first section, for the liability of railroad companies for damages sustained by its employees while operating its cars, locomotives, or trains by reason of the negligence of any other servant or employee of the company, and the fact that such servants or employees were fellow-servants shall not constitute a defense. The second section declares that persons intrusted with authority of superintendence, control, or command of other servants or employees are vice-principals and not fellow-servants with their coemployees. A third section defines fellow-servants.

The court considered two questions in arriving at its conclusion, which was in support of the judgment of the lower court: (1) Is a hand car within the meaning of the provisions of section 1 of the Texas statute? (2) Was the deceased, F. S. Smith, such an employee of the defendant that, under the terms of section 1 of the act, his representatives can recover for his death, if caused by the negligence of the men working under him? On these points the court said:

Without rehearsing or attempting to extend or elaborate the reasoning that we find in reported cases infra, we content ourselves with expressing the view that the fair construction of the Texas statute requires that the first question stated above be answered in the affirmative. We cite, with approval both of its decision and of the reasoning contained in the opinion, the case of Benson *v.* Railroad Co. (Minn.), 77 N. W. 798, 74 Am. St. Rep. 444. * * *

We come to the second question. As we understand it, the contention of the plaintiff in error is that by reason of the fact that under section 2 of the Texas law the deceased was a vice-principal of the plaintiff in error, and not a fellow-servant with his coemployees, had his injuries not resulted in his death he could not have recovered on account of the negligence of these coemployees. While not distinctly so expressed, the argument seems to be that, from the fact that the deceased had the authority to choose his subordinates in the extra-gang force over which he was foreman, he assumed the risk of any injury resulting to himself from the negligence of any one of these 15 or 20 men under his charge, and that, as against him, evidence of such negligence on their part is evidence of contributory negligence on his part, such as would bar him from recovery for injuries not resulting in his death, and therefore would bar the defendants in error from recovery in this case. If such is not the purpose and effect of the argument, we are not able to see its application. If such is its purpose and effect, it does not appear to us to find any support in the authorities cited, and seems to us to be manifestly unsound. A careful consideration of the provisions of the present statute given in the statement of the case, and of the precedent legislation on that subject set out in the brief of

the plaintiff in error, which we do not deem it necessary to quote, does not lead us to conclude that the other sections of the statute should receive a construction that would bar the foreman of a gang from the protection afforded by such section 1.

EMPLOYERS' LIABILITY—RAILROAD COMPANIES—NEGLIGENCE OF FELLOW-SERVANT—OPERATION OF RAILROAD—CONSTRUCTION OF STATUTE—*Stebbins v. Crooked Creek Railroad and Coal Company, Supreme Court of Iowa, 90 Northwestern Reporter, page 355.*—Stebbins was a locomotive fireman in the employment of the above-named company, but at the time he received the injury complained of he was at work with and under the direction of one Wilson, engaged in transferring rails from a car on a side track to another standing alongside on the main track. Short rails were laid between the two cars to serve as skids on which to slide the rails, while to a third rail, secured to the side of the car upon which the rails were being loaded, was attached a pulley. The method used was to fasten a rope to a number of the rails by the aid of a short chain and hook, the rope passing through the pulley and reaching to a locomotive engine, to which the rope was attached and which furnished the power for moving the rails from one car to the other. It was Stebbins's duty to attach the rope to the rails and then, while the locomotive was drawing them across, to keep the rails straight on the skids. While Stebbins was so engaged, Wilson pushed the rails with his foot, and, instead of moving on the skid, the skid itself slipped, letting the rails fall so that they struck Stebbins and broke his leg.

This action was brought under section 2071 of the Code, which provides that railway companies shall be liable for all damages sustained by employees in consequence of the neglect of other employees when such wrongs are connected with the operation of any railway about which they are employed. The district court of Hamilton County gave judgment for Stebbins, which judgment was affirmed by the supreme court on an appeal taken by the defendant company.

Judge McClain, who announced the opinion of the court, after stating the facts above given, proceeded as follows:

It seems clear that in pushing the rails Wilson was not acting as vice-principal, but as coemployee of plaintiff; for, as to the very thing which was being done, Wilson and plaintiff were acting in the same capacity. Each was assisting in the movement of the rails. The question we have before us is whether, assuming that the injury resulted from the negligent act of Wilson, and that Wilson was a coemployee of plaintiff, the latter can recover against defendant for injuries resulting from the negligence of such coemployee. The mere fact that an employee is engaged in loading or unloading cars standing

on the railway track does not bring him within the scope of the statute. [Cases cited.] But here the loading was being accomplished by means of the use of a locomotive engine moving on the railway track, and the question is whether the use of the engine in drawing the rails from one car to another brings the case within the provisions of the statute. It is argued by counsel for appellant that, inasmuch as this loading of the rails had no connection with the operation of any train, and might have been accomplished by means of power furnished by a stationary engine, or from any other source, as well as by the use of a locomotive engine on the track, the act was not so connected with the operation of a railroad as to be within the statute. But the statute is not limited in its application to those employees who are immediately connected with the operation of trains. [Cases cited.] The plaintiff in this case was engaged in transferring rails from one car to another by means of the use of a locomotive engine moving on the railroad track. The engine was furnishing the motive power to draw the rails across from one car to the other, and we think this was a part of the hazardous business of operating a railroad. The danger was not necessarily the same as it would have been had the power used been a stationary engine or a horse. The operation involved the use of heavy machinery and the great power of a locomotive engine. It has been difficult, in many of the cases which have come before us, to determine on which side of the dividing line the acts in question should fall; but in the conclusion which we reach we are not running counter to any of the decisions already made in construing the statute, and we are carrying out its general policy.

Affirmed.

EMPLOYERS' LIABILITY—RAILROAD COMPANIES—VICE-PRINCIPALS—CONSTRUCTION OF STATUTE—ACT OF GOD—*Southern Pacific Company v. Schoer, United States Circuit Court of Appeals, Eighth Circuit, 114 Federal Reporter, page 466.*—Action was brought by C. Schoer, administrator of the estate of H. A. Schoer, to recover damages for the death of the latter. Deceased was employed as fireman for the above-named company when the train upon which he was working ran into the section ahead, occasioning injuries that resulted in death.

The charge was of negligence on the part of the engineer of the locomotive on which Schoer was at work, the action being brought under sections 1342 and 1343, R. S. of Utah, which provide that "All persons engaged in the service of any person, firm, or corporation, foreign or domestic, doing business in this State, who are intrusted by such person, firm, or corporation as employer with the authority of superintendence, control, or command of other persons in the employ or service of such employer, or with the authority to direct any other employee in the performance of any duties of such employee, are vice-principals of such employer and are not fellow-servants." Section 1343 defines fellow-servants as those who are in the same grade, and

working together at the same time and place, and without any power of superintendence, the one over another.

Judgment was for the plaintiff, from which the company appealed. There were contentions as to the interpretation of the statute, and as to its application to an engineer who was not actually engaged in exercising his authority of superintendence, and also a plea of nonliability because of a fog so dense that the proximity of the trains which collided could not be discovered in time to avoid the accident.

A syllabus prepared by the court shows its findings, which were in support of the judgment of the trial court, and is as follows:

1. The States have the right to regulate within reasonable limits the relations between employers and employees within their borders, and to fix by legislative enactments the liabilities of the former for the acts and negligence of the latter.

2. Sections 1342 and 1343 of the Revised Statutes of Utah make all servants employed in the service of a master doing business in that State, who are entrusted by him with authority to command his other servants, or with the authority to direct another of his servants in the discharge of his duties, vice-principals of their master, and charge him with liability for their negligence whether it was committed in the discharge of the positive duties of the master or in the performance of the primary duties of the servants.

3. Those sections make the master liable for the negligence of superior servants committed in the discharge of their duties as employees, whether the negligence was committed while they were exercising their authority to command or superintend others or not.

5. Nothing less than such a fortuitous gathering of circumstances as prevents the performance of a duty, and such as could not have been foreseen by the exercise of reasonable prudence, or overcome by the exercise of reasonable care and diligence, constitutes an act of God which will excuse the discharge of a duty.

EMPLOYMENT OF WOMEN—SALE OF INTOXICATING LIQUORS—CONSTITUTIONALITY OF ORDINANCE—*Mayor, etc., of City of Hoboken v. Goodman, Supreme Court of New Jersey, 51 Atlantic Reporter, page 1092.*—Louis Goodman was convicted before the recorder of the city of Hoboken for the violation of an ordinance the validity of which was attacked by a writ of certiorari, by which the case was brought before the supreme court, where the conviction was sustained. The only point of interest here is the opinion as to the constitutionality of a provision of the ordinance that forbids the employment in any public place where intoxicating liquors are sold of any female to sell, offer, or distribute spirituous, vinous, malt, or brewed liquors, or any intoxicating drinks or admixture thereof, or as "woman conversationalist," or for the purpose of attracting persons. These provisions

are not intended to prevent licensees nor the wife of any person having a license from selling or distributing liquors.

Goodman had violated this regulation, and on this point Judge Collins, speaking for the court, said:

It is next argued that the ordinance abridges privileges and immunities of citizens, and denies to those whose employment is prohibited the equal protection of the laws, because (1) it prohibits a citizen conducting a lawful business from engaging the services of females, (2) it prohibits females from engaging in a lawful employment, and (3) it makes an unjust and unreasonable discrimination between females.

The keeping of a place of public entertainment where intoxicating drinks may be sold is not a matter of absolute right. In this State it has always been restricted, and the powers of prohibition and regulation have without question been delegated to localities by direct vote or through representative municipal bodies. Women may, constitutionally, be barred from occupations that are subject to license. [Cases cited.] It has not been argued but that the prohibitions of the ordinance in question are within fair police regulation. The only adjudged cases cited to us support them. (Bergman *v.* Cleveland, 39 Ohio St., 651; In re Considine (C. C.), 83 Fed., 157.) The objection is that of discrimination. It is pointed out that the wife of a licensee may be employed in the place where the employment of other women is forbidden, and that women are not debarred from proprietorship under license. That classes of women are privileged works no injury to others; but, apart from that, it seems to me that there is just ground for the discrimination of this ordinance. The supposed evil aimed at is the employment of women in connection with a traffic likely to induce vice and immorality. The wife of a proprietor of a place of public entertainment is not, in any fair sense, an employee, and her presence may fairly be deemed to be deterrent of impropriety. The policy of licensing women as proprietors is questionable, but such licensees are not within the mischief which the ordinance seeks to remedy. We can not say that the exceptions ought to nullify a regulation that we must concede is a wise one, namely, the debarring of women from forming part of the allurements of drinking places.

EXEMPTION OF WAGES—WHO ARE LABORERS—*State ex rel. I. X. L. Grocery Company v. Land, Supreme Court of Louisiana, 32 Southern Reporter, page 433.*—A. D. Land, judge of the first judicial district court, had ruled that the wages of a locomotive engineer were exempt from execution under the provisions of statute No. 79 of 1876, which exempts "laborers' wages."

Appeal was made in due process, and the case was reviewed by the supreme court of the State, with the result that the lower court was reversed, the statute being held not to apply.

The following syllabus by the court summarizes its findings:

1. Mechanical engineers, electrical engineers, clerks, agents, cashiers of banks, bookkeepers, and all that class of employees whose

employment is associated with mental labor and skill, are not considered as laborers.

2. The exemption to seizure protects laborers on farms, plantations, factories, and other places, where workmen possess no particular skill without trade labor. The skilled labor in trades is not exempt.

HOURS OF LABOR—LEGAL DAY'S WORK—PAY FOR OVERTIME—*Fitzgerald v. International Paper Company, Supreme Judicial Court of Maine, 52 Atlantic Reporter, page 655.*—This case came up in a report from the supreme judicial court of Franklin County on appeal by the plaintiff, Peter A. Fitzgerald. Fitzgerald had been employed by the above-named company to work in its mills, which were run continuously throughout the twenty-four hours of the day, two shifts being employed.

Revised Statutes, c. 82, sec. 43, of the State of Maine provides that, "In all contracts for labor, ten hours of actual labor are a legal day's work, unless the contract stipulates for a longer time; but this rule does not apply to monthly labor or to agricultural employments." Under this statute, Fitzgerald sought to recover for 375 hours excess worked by him from March 29, 1900, to December 24 of the same year, which the court refused.

The following syllabus, marked official, gives the legal grounds on which the supreme court sustained the judgment of the court below:

1. Under Rev. Stat. c. 82, sec. 43, declaring ten hours of actual labor to be "a legal day's work, unless the contract stipulates for a longer time," the stipulation need not be expressed, nor made before the work is begun. It is enough if it appears from the circumstances and the conduct of the parties that they understood that more than ten hours of labor was to be performed each day for the agreed wages per day.

2. Where a laborer hires to work as one of the crew of a pulp mill, which, to his knowledge, is run through to the twenty-four hours with one day crew and one night crew, alternating each week, and he works in such crew more than ten hours each day, and receives weekly his per diem pay as agreed, without claiming more, it can be reasonably inferred that he agreed to work more than ten hours a day, and he can not afterwards recover pay for the extra hours.

HOURS OF LABOR—PAY FOR OVERTIME—*O'Boyle v. City of Detroit, Supreme Court of Michigan, 90 Northwestern Reporter, page 669.*—Terrence O'Boyle was employed by the board of park and boulevard commissioners of the city of Detroit as driver of a park phaeton. Drivers received $1.50 per day, and were paid this sum regardless of the amount of work done. If they worked only a few hours or half a day they were paid for a day's work. There was in force a resolution of the park board constituting nine hours a day's work for all its

employees. Plaintiff did not claim overtime of the commissioners, but at the trial testified that he was told by Mr. Bolger, superintendent of the park, that he would get pay for his overtime and to keep an account of it. Mr. Bolger absolutely denied this. At the end of his service O'Boyle, who had been paid weekly, claimed to have worked 310¾ hours overtime, and sued in the circuit court of Wayne County to recover compensation for the same. Judgment was in his favor, from which the city appealed. The supreme court affirmed the judgment of the court below, Judge Grant dissenting. Judge Grant's view was that there could be no recovery unless there was a contract with the park commissioners to that effect, which O'Boyle did not have.

Judge Montgomery, who delivered the opinion of the majority of the court, said:

I think the judgment in this case should be affirmed. The testimony of the plaintiff that the park superintendent had knowledge that he expected to receive pay for overtime, and that he in fact advised him to keep the time, and assured him that he would be paid, while not competent to make a contract—as it does not appear that Mr. Bolger had the authority to make a contract which would bind the city—is of force as negativing any waiver of the plaintiff of his right to receive compensation for overtime, and also as negativing any assent in the first instance to a contract for a longer day than nine hours. The plaintiff's contention in this respect is also supported by the testimony that other employees in the same line of work, employed by the city in the park, were paid for overtime. As the case presents itself, then, the park board had authority to employ drivers of phaetons, and plaintiff was so employed. Shall it be said that, if there was no distinct agreement as to what his compensation was to be, he is not to be paid at all? According to the plaintiff's version, so far from the defendant's officers having the right to infer from his conduct that he was not making claim for overtime, the exact reverse is true as to the superintendent, and it can not be said that the plaintiff waived his right to full compensation.

INJUNCTIONS—COMBINATIONS—PERSUASION—EFFECT OF STATUTE—RIGHTS OF EMPLOYERS—*Frank et al. v. Herold et al., Court of Chancery of New Jersey, 52 Atlantic Reporter, page 152.*—Frank & Dugan, silk manufacturers, had obtained a temporary injunction forbidding interference with their employees, of the date of April 18, 1901, and May 20 was the date set for hearing. On May 1 numerous affidavits were submitted to show that a number of the persons named in the restraining order of April 18 had disobeyed that order, and a second order issued requiring the appearance of such parties to answer to a charge of contempt. The whole matter came to a hearing before Vice-Chancellor Pitney, who heard the arguments of the attorneys of the persons enjoined, who maintained that the order was too sweeping in its terms and that it was not in accordance with existing law. No facts

are given, except as referred to in the remarks of Vice-Chancellor Pitney, from which the following is quoted:

Now, in the first place, the defendants rely upon the act of February 14, 1883 (P. L. p. 36), which is in these words: "That it shall not be unlawful for any two or more persons to unite, combine or bind themselves by oath, covenant, agreement, alliance or otherwise, to persuade, advise or encourage, by peaceable means, any person or persons to enter into any combination for or against leaving or entering into the employment of any person, persons or corporation." In my judgment, the true construction of the act of 1883 is simply that it renders innocent, as against the public, an act which, previous to its passage, was a misdemeanor and punishable by indictment. It does not take away, or in any wise affect, any private rights which may arise out of acts which are legalized by that legislation. It is palpable that the legislature was dealing with a criminal act, and the language of the statute must be construed accordingly. It can not be construed as rendering an act lawful as against an individual which otherwise would be unlawful. The declaration by the legislature that such an act shall no longer be a crime punishable by indictment will not be construed so as to take away the right of the individual to the remedy for his private injury. Moreover, if the legislature should declare lawful an act which in itself is an invasion of private rights, and inflicts upon an individual an actionable injury, such legislation would be unconstitutional.

Now I come to the matter in hand. Some things are thoroughly settled and conceded, and among them is this: That every free person not subject to criminal restraint has the right in New Jersey to work or not to work, as he or she shall see fit; and he or she has the right to exercise that choice without hindrance or molestation. In my judgment, any conduct on the part of any person which tends to hinder or prevent another from working if he or she chooses to work is an unlawful infringement of the personal rights of that individual. It is urged that one person has a right to persuade another to work or not to work. That may be if the other person is willing to listen and be persuaded; but no person has a right to impose upon another his arguments or persuasions against the willingness of that other person to listen. No person has the right to invade my private residence, or to accost me as I am walking along the street, to urge or persuade me to a certain course of conduct, if I do not choose to stop and listen to him. Applying these principles to the case in hand, the parties defendant are charged by these affidavits with accosting, annoying and molesting in various ways certain female operatives of the complainants while on their way to and from their work, and also in their homes. Now these female operatives, in my judgment, have the right to walk the streets entirely unmolested, without being jostled beyond what is necessary for the ordinary purposes of travel, without having faces made at them, without having epithets cast at them, or, in fact, anything done to make it disagreeable for them to go to and from their work. They have the right to walk the streets to and from their work precisely as if there were no strike at Frank & Dugan's mill, and precisely as any ordinary respectable female would have the right to do. Now, the various acts which are charged and which are restrained are all within the line which I have attempted to indicate.

The next question is, What standing does that give the complainants, Frank & Dugan, in this court? What right have Frank & Dugan to come here with their bill of complaint seeking to protect these females in the exercise of their undoubted right to walk the streets of Paterson unmolested? The answer to that question is that they are the servants of Frank & Dugan. I do not use the word "servant" in any menial sense. Any person who works for another for a salary is a servant in the eye of the law. Now, the relation of master and servant being shown to exist, the law is quite clear that no person has a right to entice away another's servant, or to prevent him from performing his duties as servant. The right of a master to have his servant continue in his employ without molestation or enticement by any third party is a property right, so recognized by the law, and well within the rule laid down by Vice-Chancellor Green in Barr *v.* Essex Trades Council, where he shows that the right of a man to carry on his business is a property right. The whole object of the strike was to stop the works of the complainants, and prevent anybody from working there unless they did it upon certain terms. The point made by the counsel for the defendants is that the means that they are employing to attain that object are lawful, and that is the only point I have to consider. Is it lawful at all for the defendants to use any means to prevent these girls from working for the complainants beyond mere persuasion to which the operatives may be willing to listen? And it is urged that the language found in the restraining order goes so far as to prevent them from getting the ear of these operatives at all and using mere persuasion. My answer to that is that, if they have the right to do it at all, it must be with the consent of the operatives. I do not mean, however, to express the definite opinion that the defendants have the right to entice the employees of the complainants to quit their work. All I mean to say is this: Conceding that there be such a right, it can not be exercised in such a manner as to infringe upon the private rights of the operatives, and thereby prevent them against their real wishes from continuing to work for the complainants.

Now, then, I think it is quite clear from what I have said that these defendants had no right to use the means which are forbidden by the restraining order now brought in question to prevent these operatives from continuing to work for the complainants, and that in doing so they are inflicting an injury upon the complainants in respect to their private rights, precisely the same as they would if they broke, interfered with, or clogged the engine that drove their machinery, and that for such injury the complainants are entitled to a legal remedy by action. Now, this being so, the next question is, What right have the complainants here in this court asking for the restraining power of the court? Why, the answer to that is twofold: First. It is quite plain that the relief in damages to be recovered in an action at law is entirely inadequate. It is quite absurd to say that they can sue each of these persons, and recover damages against them in separate suits, for every little act which, in the aggregate, tends to result in injury. And, in the second place, the injury is continuing and irreparable, and not capable of admeasurement according to legal principles. So that at law the remedy is entirely inadequate. It is therefore a clear case for the interposition of a court of equity to exercise its preventive remedy, and that is the particular sphere at this day of a court of

equity, as contradistinguished from a court of law. It prevents injury. It does not give damages for injuries already sustained, but it prevents an injury from being inflicted.

For these reasons I refuse the motion to either vary or discharge the restraining order, and will deal with the case of actual breach of the restraining order upon the lines I have indicated.

On examination of affidavits and evidence the judge found a number of the defendants guilty of contempt and imposed a number of fines, sentencing two to imprisonment. From this decree an appeal was taken to the court of errors and appeals, which was dismissed, and a reargument was also refused, and the decree of the vice-chancellor stood.

MINE REGULATIONS—EFFECT—CONSTRUCTION OF STATUTE—*Consolidated Coal Company v. Lundak, Supreme Court of Illinois, 63 Northeastern Reporter, page 1079.*—Action was brought by Lundak, a driver in a coal mine of the company bringing this appeal, to recover damages for injuries received by a fall of slate from the roof over the track. Judgment in his favor by the trial court was affirmed in the appellate court of the fourth district, and, after further appeal, by the supreme court of the State.

Judgment was found under the common-law principle that it is the master's duty to use reasonable care in providing safe and suitable places for its employees to work in; but there was a contention by the company that its rules, which were offered in evidence, exempted it from liability. On this point Judge Cartwright, who delivered the opinion of the court, said:

Section 32 of the mining law of 1899 is as follows: "It shall be the duty of every operator to post, on the engine house and at the pit top of his mine, in such manner that the employees of the mine can read them, rules not inconsistent with this act, plainly printed in the English language, which shall govern all persons working in the mine. And the posting of such notice, as provided, shall charge all employees of such mine with legal notice of the contents thereof." (Laws 1899, p. 324.) By that section it is made the duty of the operator to promulgate and post rules for the conduct of his business and the government of his employees. The duty of the operator to establish and post the rules, and the duty of the miner to obey them, are reciprocal. What counsel call "rules," which were offered in evidence in this case, are merely notices and statements designed to relieve the defendant from its duties and liabilities to its employees. With one exception, they are not in the nature of rules contemplated by the statute, as to the manner of conducting the business, nor regulating the employees. They consist of a notice that the business is dangerous, and every employee must take constant care to avoid injury; that persons accepting employment do it with full notice that the danger to injury from falling roof and coal is one of the usual risks of the service; that the manager does not assume that the place to which an employee is

ordered is not dangerous, but every place in the mine is dangerous, and the duty of ascertaining the danger and avoiding it is on the employee; and that no employee is authorized to incur any risks relying on the timberman, and defendant, by employing timbermen, does not agree to secure the roof of the mine. They are nothing but an attempt to make laws under the guise of rules, and, so far as they are claimed to operate as a contract against the negligence and dereliction of the defendant, they are void, as against public policy. (14 Am. and Eng. Enc. Law, 910.) The eleventh rule is the only one that purports to govern the duties of employees, and it provides that the timberman shall have no duty except to retimber places in the mine which have once been properly timbered and secured, and that in no case shall he assume the duty of securing the roof, except as therein provided, unless expressly directed to do so by the mine manager. The fact that it provides that the timberman shall not perform a duty resting upon the defendant furnishes no exemption to it. It was the duty of defendant to have the roof over the track where plaintiff was required to work properly timbered and secured, and we apprehend it would scarcely be claimed that defendant could make a rule that it would not perform the duty, or furnish any one to do it.

PAYMENT OF WAGES—CHECKS—WAIVER OF BENEFIT OF STATUTE—*State v. Benn, Court of Appeals at St. Louis, Mo., 69 Southwestern Reporter, page 484.*—In this case Edward Benn had been convicted of a violation of section 8142, R. S. 1899, which provides that "It shall not be lawful for any person, firm or corporation to issue, pay out or circulate, for payment of the wages of labor, any order, note, check, memorandum, token, evidence of indebtedness, or other obligation, unless the same is negotiable and redeemable at its face value, in lawful money of the United States, by the person, firm or corporation issuing the same." An appeal resulted in the judgment being affirmed.

It appeared that Benn, who was manager for a lumber company, had employed one Madden to work for him for a few hours, and that at the time of his employment Madden had been told that he would be paid by checks or tokens issued by a firm of merchants and accepted by them as store orders would be. It appeared that Madden agreed to this and accepted two checks of a stated value of 50 cents each, and used one at the store of the firm issuing the checks. For the other he asked cash, which the merchants declined to pay. Madden states that he then offered it to Benn, asking him to redeem it, which he declined to do. This Benn denied. Madden next took the check to the prosecuting attorney, who prosecuted the suit with the results stated.

The two main contentions of the defendant and the conclusions of the court relative thereto appear in the following quotations from the remarks of Judge Bland, who delivered the opinion of the court:

This statute prohibits the payment of wages of labor in any check, etc., that is not negotiable and redeemable at its face value in lawful

money of the United States. Under the statute it is wholly immaterial by whom such check, etc., is issued or put in circulation. The offense consists in using the irredeemable check, etc., by anyone in payment of wages of labor. It prohibits the use of all instruments not negotiable and redeemable in money in the payment of wages of labor, and whoever uses one for that purpose violates the section, regardless of who may have issued it or at what store it is payable in merchandise. * * *

Can the laborer contract away or waive the benefit conferred upon him by the statute? It is contended by the appellant that he may, and he moved the court to so instruct the jury. The statute was designed to protect the laboring class from a prevalent evil, to wit, that of receiving payment of their wages from their employers by checks, punch-outs, etc., redeemable in merchandise only, and usually at the employer's store. If one laborer can waive or contract away the benefit secured by the statute, so may every other laborer. If this can be done, what is then to hinder the persons, firms, and corporations scheming to make a profit from both the labor and the wages of the laborer; from incorporating in the contract of hire an express stipulation that the laborer waives his right to demand payment of his wages in money, and agrees to take a check, or what not, redeemable in merchandise at his employer's store; and thus effectually nullifying the statute? The statute is the offspring of necessity, and is an expression of the legislative policy. It expresses in part the public policy of the State, and can not be waived or contracted away.

RAILROADS—INJURY TO PERSON LOADING CAR—FELLOW SERVANTS—*Weaver v. Philadelphia and Reading Railway Company, Supreme Court of Pennsylvania, 52 Atlantic Reporter, page 30.*—Peter Weaver was a laborer employed by the Reading Iron Company and, on the day of the injury complained of, was engaged in loading a car belonging to the defendant railroad company. The car was on a track belonging to the iron company, and to reach the car it was necessary to cross another track, also on the iron company's property. These tracks were about seven feet apart and were used for the benefit of the iron company, all the rolling stock being the property of the railroad. An employee of the railroad directed what cars should be switched in and drawn out for the iron company, while the iron company directed where they should be placed for its use and when they were ready to be drawn out. The stoppage and movements of the cars were directed by the iron company to suit its business purposes and convenience. The manner and method of stoppage and movement were under the control of the railroad company through its trained railroad employees. While working under these conditions, Weaver was struck by a car on the track between the mill and the track on which stood the car he was loading, and suffered serious injury for which he sued the railroad company, recovering damages in the court of common pleas of Montour County. An appeal to the supreme court secured a reversal of this decision on the ground that the case

came within the act of 1868 (P. L., 58), which provides: "That when any person shall sustain personal injury or loss of life while lawfully employed on or about the roads, works, depots, and premises of a railroad company, or in or about any train or car therein or thereon, of which company such person is not an employee, the right of action and recovery in all such cases against the company shall be such only as would exist if such person were an employee."

In considering the effect of this statute, Judge Dean, for the court, cited the case of Cummings *v.* Railroad Co., 92 Pa. 82, in which case a coal company was served by a track partly on its own premises and partly on those of a railroad company, and an employee of the coal company was injured by the negligent act of an employee of the railroad company.

In that case it was held that "Though the side track was on the property of plaintiff's employer, it nevertheless was used by the defendant [the railroad company] by his license. The plaintiff was, therefore, employed on or about defendant's road, and within the very terms of the act of 1868."

Continuing, Judge Dean said:

It rarely happens that the material facts of two cases are so nearly alike as those in that case and in this. Appellee's counsel undertakes to point out a distinction between the facts in the two cases. He argues that there was no partial ownership of the side tracks between the employer and the railroad company, as in the Cummings case, and no formal license in the railroad company to use the tracks of the iron company; but these are not material facts controlling the application of the statute. The iron company's tracks, though upon its own land, were constructed and located to be used by the railroad company. Without a railroad it could neither bring in its raw material nor ship out its finished product. With the iron company's consent and request, the railroad ran its rolling stock over the sidings as if they were part of its own property. What matters it whether this was by reason of an ownership of the land, a formal written license, or by a parol permission of the iron company? For all the purposes of a common carrier, the premises were the premises of the railroad company in shipping in and out the iron company's freight. Weaver, in the very terms of the act, clearly "sustained personal injury on or about the premises of a railroad company" about a train or car thereon. Therefore, if this was caused by the negligence of the railroad company's servants, they were his fellow servants or coemployees, and he can not recover from his employer.

SUNDAY LABOR—BARBERS—CONSTITUTIONALITY OF STATUTE—*Ex parte Northrup, Supreme Court of Oregon, 69 Pacific Reporter, page 445.*—W. N. Northrup had been arrested for a violation of a statute making it "a misdemeanor for any person or persons to carry on the business of barbering on Sunday in Oregon." His application for a writ of habeas corpus had been refused by the circuit court of Mult-

nomah County and he appealed, contending that the statute under which he was held was unconstitutional in that it deprived him of liberty or property without due process of law, contrary to the provisions of the fourteenth amendment to the Federal Constitution; and that it was an encroachment upon his equal rights as guaranteed by section 1, article 1 of the State constitution; also that it contravened section 23, article 4 of the same instrument.

On these points Judge Wolverton, speaking for the court, said in part:

Special legislation is inhibited, by the State constitution, relative to numerous subjects specifically designated, among which are those enumerated in section 23, article 4, and others that might be mentioned; but the subject of the legislation here inveighed against is not found among those so designated. It can not be regarded as special legislation for the punishment of crimes and misdemeanors as inhibited by subdivision 2, section 23 [of article 4] simply because it adds a penalty for an infraction of the law. The penalty is but an incident, and as the law does not fix a different penalty for different persons falling within its scope, and as it applies alike to every locality within the State, it is neither special nor local within the meaning of such subdivision; nor does it seem to us that the act can be characterized as special legislation because there is no general Sunday law within the State. If the classification is a proper one, and the act operates alike upon every individual of the class, its validity can not be made to depend upon whether or not all persons are prohibited from doing any secular business or labor on Sunday. It is admitted that it is perfectly competent, under the constitution, to enact a law prohibiting any secular business or labor, other than works of necessity or mercy, upon the first day of the week, commonly called Sunday. So that the real and vital question herein is whether, in a broad sense, the act under consideration is obnoxious as class legislation.

All admit the statute in question can only be sustained as a police regulation. In State *v.* Petit [74 Minn. 376, 77 N. W. 225], where the act prohibited all labor on Sunday except works of necessity and charity, and provided that keeping open a barber shop on Sunday should not be deemed a work of necessity or charity, it was held that the classification was not purely arbitrary, but that the apparent natural reasons suggesting the distinction were ample upon which to support legislative discretion in adopting it. The court, speaking through Mr. Justice Mitchell, says: "The object of the law was not to interfere with those who wish to be shaved on Sunday, or primarily to protect the proprietors of barber shops, but mainly to protect the employees in them, by insuring them a day of rest." This case was appealed to the Supreme Court of the United States, where the court, speaking through Mr. Chief Justice Fuller, says: "We recognize the force of the distinction suggested, and perceive no adequate ground for interfering with the wide discretion confessedly necessarily exercised by the States in these matters, by holding that the classification was so palpably arbitrary as to bring the law into conflict with the Federal Constitution." If not in conflict with the Federal Constitution, it is necessarily not in conflict with our own.

The judgment of the trial court will, therefore, be affirmed.

DECISIONS UNDER COMMON LAW.

DISCHARGE OF EMPLOYEE—DAMAGES—*Moore v. Central Foundry Company, Supreme Court of New Jersey, 52 Atlantic Reporter, page 292.*—This was an action brought by Joseph F. Moore against the Central Foundry Company to recover damages for breach of a written contract of employment. Moore had contracted for five years' service at the rate of $3,500 per year, but at the end of about a year and a half he was discharged. On suit, the jury brought in a verdict in his favor to the amount of $11,958.33, being the amount he would have received for the full term of the contract. The company asked that this verdict be set aside on two grounds: First, because the weight of the evidence was against the finding of the jury that Moore's discharge was without legal justification. This contention the supreme court overruled, holding that the testimony supported the jury. Secondly, it was maintained that the verdict was manifestly excessive in amount.

As to this, Chief Justice Gummere, for the court said:

We think there can be no doubt but that this is so. Although the plaintiff had served the defendant for less than half the period contracted for, the jury have awarded him damages equal in amount to what he would have received if he had served for the full term of his contract, and that, too, without any rebate for the advance in the time of payment. The trial judge properly instructed the jury as to the legal principles which should govern them in making up their verdict by directing them that they should first consider the amount the plaintiff would have earned if he had remained in the defendants' employ for the full term of the contract; that they should then take into consideration the fact that after his discharge his time became his own, and that it was his duty to utilize that time in endeavoring to obtain employment elsewhere; that they should further consider what the reasonable prospect of his getting such employment was, in view of his age and state of health, and deduct from the total amount payable under the contract such sum as, in their judgment, the plaintiff might reasonably earn up to the expiration of the time for which the contract was yet to run. The refusal of the jury to make any deduction was tantamount to saying that the plaintiff would be unable to obtain employment during the time specified, notwithstanding proper effort upon his part to do so. There was nothing in the testimony submitted to warrant any such conclusion. The jury, in determining the amount of damages to be awarded to the plaintiff, disregarded the instructions of the court.

A rule was accordingly made absolute directing the plaintiff to show cause why the verdict in his favor should not be set aside.

EMPLOYER AND EMPLOYEE—CREATION OF RELATION—VOLUNTEER ASSISTANT—*Langan v. Tyler, United States Circuit Court of Appeals, Second Circuit, 114 Federal Reporter, page 716.*—This was a suit by the administratrix of Thomas Langan to recover damages for his

death. Langan was not employed by Tyler, but was at work a few blocks away and was invited by one Brennan, Tyler's elevator tender, to examine the elevator for the purpose of remedying some supposed defect. Langan was brother-in-law to the elevator tender, and had, on the latter's invitation, once before fixed some machinery in Tyler's building. No compensation was given or expected. After the work was completed, the two men started to run the elevator, when a hanger gave way and Langan was killed. There was some evidence to the effect that Tyler was chargeable with knowledge of a defect in the fastening of the hanger, which had existed for some time, the giving way of which was the cause of Langan's death.

Judgment had been in favor of Tyler in the court below and the case was brought to the circuit court on a writ of error. Judge Larcomb, speaking for the court, sustained the court below, using in part the following language:

The brief of plaintiff seeks to sustain a right to recover upon the principle that a master is bound to provide a safe place to work in, and is responsible to his employee for an injury sustained by the latter from a defect in the building where he works, which the employer knew of, or might have known of, by the exercise of ordinary care. The only question in the case, as presented here, is whether or not Langan's legal relation to the defendant at the time of the accident was that of servant to master. Langan was not employed by Tyler, nor by Tyler's agent, Talmadge. He was a volunteer, assisting his brother-in-law at the latter's request, without expecting any compensation therefor from defendant. * * * To Brennan no authority to employ extra help, or to select individuals to make repairs, or to improve the running of the elevator, was ever intrusted. The mere circumstance that three months before he had invited his brother-in-law to remedy the sparking at the commutator, and had told Talmadge he did so, to which the latter did not object, is not sufficient evidence of authority to employ an additional temporary servant to help do the master's work.

The judge then discussed the cases relied upon to support the claims of the plaintiff, but found nothing to sustain her position, and continued:

It will be remembered that the only negligence charged upon defendant in the case at bar is the failure to keep the hanger securely affixed to its place, or to discover from reasonably careful inspection that it was loose and likely to give way under strain. This measure of active vigilance to secure a safe place to work in and safe appliances to work with may be required of the master by the servant he has employed, but is not due to a stranger.

EMPLOYERS' LIABILITY—ASSUMPTION OF RISK—LATENT DANGERS—*Texas and New Orleans Railroad Company et al. v. Gardner, Court of Civil Appeals of Texas, 69 Southwestern Reporter, page 217.*—In this case Elza A. Gardner sued to recover damages from the railway company

named above on account of injuries received while in its employ. The district court of Harris County awarded damages, and the company appealed, with the result that the judgment was affirmed.

It appeared that Gardner had applied for work in the company's shop and was put in charge of a cleaning vat containing chemical and metallic poisons in solution. This liquid was kept at a temperature of 212° F., and was used to dip pieces of machinery into for the purpose of removing or loosening accumulations of grease and dirt, the work being completed by the use of a steam jet. Gardner inhaled the vapors rising from the heated vat, and was also spattered on the face and hands by the action of the steam jet blowing against them particles of dirt mixed with the poisons. Plaintiff contended and his witnesses alleged that these conditions were the cause of his ill health, for which he was seeking damages. It was in evidence that a number of men—15 to 30—had worked at this vat, but none of them were willing to continue, and some of them became sick, one at least requiring medical attendance. This was the testimony of one Baker, who had employed Gardner and put him to work. This witness also said that he did not tell Gardner these things, because it was hard to get a man for the place and he wished him to take it.

Gardner had observed that the contact with the liquid made his face and hands sore, but claimed that he had no knowledge or reason to suppose that more serious results would follow.

The company maintained that Gardner knew the nature of the ingredients and the character of the work, and that the injuries complained of were due to his inherent weakness and disease, and that he was guilty of contributory negligence in thus exposing himself to hardships for which he was unfitted.

On these points Judge Gill, speaking for the court, said:

The evidence is sufficient to support the verdict that the plaintiff's injuries were due to absorption of metallic and chemical poisons, principally lead and caustic soda, and that this was brought about by actual contact with the poisons. The evidence was sufficient to authorize the trial court to submit as an issue whether the vapors contained poison which affected plaintiff by inhalation; but whether we could approve their verdict upon this ground alone is another question. In the present attitude of the case the jury are presumed to have based their verdict upon the issue which the evidence fully sustains.

It is plain that the plaintiff is not shown to have assumed the risk, for the reason that the dangers were latent, and not open to the observation of one not learned in chemistry. Plaintiff was an ordinary laborer, did not apply for that particular task, claimed no special knowledge, and the testimony of Baker shows that he knew that plaintiff was not aware of the risks he was assuming, nor can we say as a matter of law that plaintiff should have learned by experience that the danger of poisoning was present. It by no means follows that surface burns and stinging sensations produced by particles of the liquid would put a man of ordinary information on notice that he was in danger of poison by absorption. That he was put to work there

without warning of unusual danger was a tacit assurance by the master that no unusual danger was to be apprehended. The issues of latent danger, and knowledge thereof on the part of plaintiff, acquired before his injuries, were properly submitted in the main charge.

EMPLOYERS' LIABILITY—ASSUMPTION OF RISK—SCOPE OF EMPLOYMENT—ELEVATORS—CITY ORDINANCE—*Stagg v. Edward Western Tea and Spice Company, Supreme Court of Missouri, 69 Southwestern Reporter, page 391.*—This was an action by Zenia Stagg to recover for the death of her husband while in the employ of the above-named company. Warren L. Stagg was superintendent in the company's factory and had charge especially of the manufacture of flavoring extracts. The building in which he was employed was six stories in height and was furnished with an elevator which was not under the care of an operator, but was run by anyone desiring to use it. On each floor there were automatic safety gates, which opened when the elevator came to the floor on which they were and closed automatically as it passed on. On July 9, 1898, Stagg, being on the third floor, reached over the gate and pulled the rope by which the elevator was controlled, and, the elevator rising rapidly, he was caught by the safety gate and carried to the top of the entrance of the elevator. From this point he fell, first to the floor, and then through the elevator shaft to the cellar, and received such injuries as to cause death.

An ordinance of the city of St. Louis, where the accident complained of occurred, provides that "The users of all power elevators shall employ a competent person to operate and run the same," etc. This ordinance and the facts above cited were made the grounds of Mrs. Stagg's cause of action, which the St. Louis circuit court held insufficient. From this ruling Mrs. Stagg appealed, and the judgment of the circuit court was affirmed.

From the remarks of Judge Gantt, who announced the opinion of the court, the following is taken:

The city ordinance was adopted with a view to protect passengers and employees on elevators from dangers likely to and resulting from the management of elevators by incompetent operators, and provides for their removal; but it is obvious from reading the petition that the failure to have a competent operator on the defendant's elevator had no causal connection with the killing of plaintiff's husband. Where no operator is appointed, and no injury results from operating the elevator by defendant or its agents, the ordinance has no bearing on the case, and it is unnecessary to discuss the power of the city to pass the same. Under the allegations of the petition viewed in their most favorable light for plaintiff, the failure to have a regular operator on defendant's elevator did not cause or contribute to the death of plaintiff's husband. Plaintiff's husband was the superintendent of the factory, knew there was no operator, and undertook to move it himself,

without being required to do so. It is perfectly obvious that the elevator, which was properly constructed and adjusted, and standing still at the first floor, and fenced in, was incapable of doing injury to plaintiff's husband; and no injury was wrought by it until set in motion by plaintiff's husband. We have then a case where the appliance is entirely safe when properly operated, and a servant whose usual employment does not require him to use said appliance voluntarily attempting to use it without any allegation that in so doing he was in the discharge of any duty to the master. There are few useful appliances which will not cause injury if improperly used; and if a servant, without being required to do so by his employment, endeavors to use machinery which is entirely safe in the hands of those competent to manage and control it, but of which he is ignorant, he can not call upon the master to respond if he is thereby injured, upon the plainest principles of justice and right. To make the master liable, the servant must have been within the scope of his employment by the master, and required to use the appliance.

EMPLOYERS' LIABILITY—DUTY OF EMPLOYER—SUFFICIENT NUMBER OF FELLOW-SERVANTS—SUPERVISION—*Hill v. Big Creek Lumber Company, Supreme Court of Louisiana, 32 Southern Reporter, page 372.*—In this case Belle Hill sued to recover damages for the death of her husband, which occurred while he was in the employ of the lumber company. The circumstances of his death were as follows: Hill was one of a crew of men engaged in feeding boards to an edger in company's mill, and on the other side of the saw were men whose duty it was to keep the boards straight as they left the saws and to remove all strips and pieces of board that would clog the movement of boards through the edger. One of these latter men had left his post for a few minutes, and a large board that Hill and a fellow-workman had fed to the edger met an obstruction that should have been removed by the absent employee, and being by it turned from its course, the board was thrown violently against Hill, causing immediate death.

The trial judge examined the evidence which had been taken under commission, no jury having been requested, and rendered a decision in favor of the defendant company. From this Mrs. Hill took an appeal to the supreme court, and secured a reversal and an award of damages for the death of her husband.

The following syllabus by the court presents the conclusions of law on which its judgment was rendered:

1. Whatever application the "fellow servant" doctrine may have under the law of Louisiana, it can not be given the effect of defeating recovery against the master for injury to a servant, when it is shown that the mill, or that part of it where the casualty occurred, was, from the standpoint of safety, being run with an insufficient force.

2. A master must be held responsible, not only for the employment of competent persons to do his work, but also for failure to employ enough of them to do it safely, as respects others employed, at all times.

3. He must also be held responsible for such reasonably constant and steady supervision of his workmen that they will not be permitted to become grossly and criminally negligent. He is in a position to exercise that supervision; no other person is.

EMPLOYERS' LIABILITY—DUTY TO WARN EMPLOYEE OF SPECIAL RISKS—*Mercantile Trust Company v. Pittsbury and Western Railway Company, United States Circuit Court of Appeals, Third Circuit, 115 Federal Reporter, page 475.*—This was a suit in equity in which Mattie Lake sought to recover from the receiver of the above-named railway company damages for the death of her husband, which she alleged to have been occasioned by the negligence of said receiver while in control of the railway. The case was heard by a special master to whom it was referred by the United States circuit court for the western district of Pennsylvania, and was decided against the petitioner, who then appealed to the circuit court of appeals. The judgment of the circuit court was reversed and damages directed for Mrs. Lake.

It appears that John R. Lake was a brakeman employed on the railway named, and that on the 22d day of March, 1898, the train on which he was working was ordered to make a run over a portion of track that was unsafe by reason of washouts resulting from a violent storm and heavy rains. The train was a freight and was running in two sections, Lake being on the second or rear section. The trainmen on the first section had been properly notified to be on the lookout for obstructions and made the run safely. The second section followed in twenty minutes, but had no notice of need of caution. The train was thrown from the track and Lake was killed.

Three grounds are assigned on which the petitioner sought to recover, as follows:

(1) Ordering the train to make the journey without giving notice of the dangerous conditions, which were known to the dispatcher.

(2) Inadequate provisions for the carrying away of surface water accumulating at the place of the accident.

(3) Failure and omission to furnish sufficient employees to inspect and watch the condition of the track and roadbed at the place of the accident, under the circumstances in this case.

Judge Gray, who delivered the opinion of the court, rested his conclusions on the first point given above. After reviewing the proceedings of the circuit court, he said:

It was undoubtedly the duty of the receiver to notify his employees of any unusual danger to which they might be exposed in the performance of the service in which they were engaged, of which he was informed and they were not, or of which the master was better informed than the servant could be. To give such notice to the employee, is the exercise of that proper and reasonable care for the safety of the servant, which the law imposes as a duty upon the master.

That there was necessity on this occasion for such a notice, even in the opinion of those in charge of the railroad, is evidenced by the fact that special warning was given to section No. 1, and that the chief dispatcher testified that he thought and believed that he had sent a notice to those in control of section No. 2.

It is intimated that as the engineer and conductor, and those on board the trains, were exposed to the storm, they knew of its violence and were thereby warned of its dangers. But this is not true, in the sense in which it must be true to relieve the respondent from liability; that is, in the sense that the peril was an obvious one, and those exposed to it were bound to observe it and guard themselves against it. The violence of the storm immediately around themselves, did not necessarily give those on the train the information as to the results of that storm along the line of the railroad, which was possessed by the dispatcher who was in telegraphic communication with the whole line.

The duty of informing a servant of special or extraordinary risks connected with his service, is a primary duty of the master, and the delegation thereof to any inferior servant, can not relieve him of the responsibility imposed upon him by law. Whether the servant, to whom such duty is delegated, be higher or lower in the scale of employment, makes no difference. By whomsoever performed, the duty is that of the master, and he is always responsible to the servant for its due performance.

INJUNCTION—INTERFERENCE WITH EMPLOYEES BY THIRD PARTIES—STRIKES—CONTEMPT—*United States ex rel. Guaranty Trust Company of New York v. Haggerty et al., United States Circuit Court, Northern District of West Virginia, 116 Federal Reporter, page 510.*—In this case Thomas Haggerty and others were in court to answer for alleged violations of an injunction issued against them at the instance of the Guaranty Trust Company of New York. This company was the holder of a number of bonds of the Clarksburg Fuel Company, and was trustee of a mortgage on its property, and alleged that interference with the mining operations of the fuel company would work an injury to the said Guaranty Trust Company's interests.

The bill praying for an injunction recited that certain persons, nonresidents of West Virginia, representing the United Mine Workers of America, had entered the State for the purpose of effecting a strike among the employees of the Clarksburg Fuel Company in order to aid the strike at that time prevailing in the anthracite regions of Pennsylvania. It was stated that meetings had been held and addresses delivered by the persons named in the petition, with the purpose of inflaming the miners and exciting in them a hatred and animosity toward the proprietors of the mines; that in some instances miners had been assaulted, and in one case a mine head was blown up so as to cause the suspension of operations, and, furthermore, tended to intimidate miners in other mines and to prevent them from continuing their work. The bill charged, further, that the defendants and others had entered into a combination and conspiracy to bring about a strike, and

that some of the employees had been induced to strike, although most of them preferred to work and remain in the employment of the company if they could be protected.

On a hearing before Judge Jackson the injunction was issued on June 19, 1902, and a copy served on the defendants in this case on the 19th and 20th days of the same month. This injunction restrained and forbade the defendants and all others associated or connected with them from in any way interfering with the management, operation, or conduct of said mines by their owners or those operating them, either by menaces, threats, or any character of intimidation used to prevent the employees of said mines from going to and from said mines and of working in and about them. Entering upon the property of the fuel company for the purpose of interfering with its employees or of holding meetings, or holding meetings or marching on the property or on the roads and paths upon and near the mines or near the residences of the miners so as to disturb, alarm, or intimidate the employees or prevent their working in the mines, or interfering with them in passing to and from their work or in any way as employees of the Clarksburg Fuel Company, were also forbidden.

On the afternoon of June 20, after notice had been served upon all the defendants, a meeting was held at a distance of about 1,000 feet from the opening of one of the company's mines, about 150 feet from the property itself, and not far from the houses of the miners, all of which places were in plain view of the persons holding the meeting. Mrs. Mary Jones, known otherwise as "Mother" Jones, addressed the meeting, at which time she said, according to the evidence, that the miners were slaves and cowards and that she did not care anything about injunctions; that if she or other agitators were arrested, others would take their places and the injunction would not stop them. The court was criticised and the judge called a hireling of the coal company. These statements were indorsed by Haggerty and applauded by those present. It was in evidence that during the progress of the meeting the noise and confusion created by those in attendance could be heard at the mouth of the mine, and that those at work within were constantly demanding news of the proceedings, which was the occasion of more or less alarm as "they were afraid of personal injury and of being blown up."

The language of Judge Jackson in announcing the finding of the court was in part as follows:

The question for this court now to consider is whether or not the defendants violated its order, and, if so, to determine what punishment shall be imposed upon them for its violation. The consideration of this question ordinarily would involve the power of the court to issue injunctions in cases of this character. This court, however, has heretofore upon repeated occasions recognized the power of the court to issue injunctions in cases where there is a combination and conspiracy

upon the part of any class of people to prevent them from interfering with the business of others. Mr. Justice Story, in speaking of the writ of injunction, says "that a writ of injunction may be described to be a judicial process whereby a party is required to do a particular thing, or to refrain from doing a particular thing, according to the exigency of the writ." A similar writ to this was in use in the days of the Roman Empire, and has always been in use in England from the foundation of the common law. It is not the exercise of any new power by the court, but it is simply an application of the writ to a new condition of things that exists in our day by reason of the advancement in civilization. It is not my purpose to enter into any lengthy discussion of the remedies by injunction other than to state what seems to me to be the well-settled rule of law in its application to strikes—that the power of the court may be invoked to restrain and inhibit a combination which is formed to induce employees who are not dissatisfied with the terms of their employment to strike for the purpose of inflicting injury and damage upon the employers. (1 Eddy, Combinations, p. 423, sec. 525.) In the case we have under consideration the bill alleges that there is a combination of persons who are known as "organizers," "agitators," and "walking delegates," who come from other States for the purpose of inducing a strike in the soft-coal fields of the State of West Virginia; that their object and purpose is to induce persons who are not dissatisfied with the terms of their employment, and who are not asking any increase in their wages, to cease work for their employers, thereby inflicting great damage and injury upon them. It is to be observed that a very large portion of the miners in the employ of the Clarksburg Fuel Company do not want, in the language of one of the agitators who is enjoined, "to lay down their picks and shovels and quit work." I do not question the right of the employees of this company to quit work at any time they desire to do so, unless there is a contractual relation between them and the employer which should control their right to quit. At the same time I do not recognize the right of an employer to coerce the employees to continue their work when they desire to quit. While I recognize the right for all laborers to combine for the purpose of protecting all their lawful rights, I do not recognize the right of laborers to conspire together to compel employees who are not dissatisfied with their work in the mines to lay down their picks and shovels and to quit their work, without a just or proper reason therefor, merely to gratify a professional set of "agitators, organizers, and walking delegates," who roam all over the country as agents for some combination, who are vampires that live and fatten on the honest labor of the coal miners of the country, and who are busybodies creating dissatisfaction amongst a class of people who are quiet, well-disposed, and who do not want to be disturbed by the unceasing agitation of this class of people. In the case we have under consideration these defendants are known as professional agitators, organizers, and walking delegates. They have nothing in common with the people who are employed in the mines of the Clarksburg Fuel Company. Their mission here is to foment trouble, create dissatisfaction among the employees in coal mines, producing strikes, which tends greatly to damage and injure the business of the employers. In this case there is no dissatisfaction among the larger number of the miners. Only a small part of them have quit the mines from fear of intimidation, threats, and violence, but those remaining

in the mines say they will quit work unless they are protected against the threats of these agitators and organizers. The strong arm of the court of equity is invoked in this case, not to suppress the right of free speech, but to restrain and inhibit these defendants, whose only purpose is to bring about strikes by trying to coerce people who are not dissatisfied with the terms of their employment, which results in inflicting injury and damage to their employers, as well as the employees.

It is apparent that, if these agitators are permitted to interfere with the orderly, well-disposed miners who are anxious to work, and contented with the wages they receive, in the end this contented class of miners would, through fear, intimidation, as well as threats, be induced to throw down their shovels and picks, and cease to work in the mines, whereby the Clarksburg Fuel Company would be greatly damaged. Under this condition and the circumstances surrounding the mines of the Clarksburg Fuel Company, the plaintiff in this bill applied for an injunction, which was granted by this court, to protect its property, and to restrain the defendants in this case from interfering with its employees in operating and working their mines. The right and power of a court of equity to issue an injunction upon the allegations of this bill can not, at this day, be questioned. Numerous decisions could be cited to sustain this position, but the only case that the court deems necessary to refer to to sustain its power and authority to issue this injunction, is the case of In re Debs, 158 U. S. 564, 15 Sup. Ct. 900, 39 L. Ed. 1092. In the case under consideration there is no adequate remedy at law. In fact, the law furnishes no satisfactory remedy against irresponsible, itinerant, professional agitators unless the powers of the courts of equity are invoked. This was conceded by Debs in his testimony before the United States Strike Commission, referred to by Justice Brewer in his case.

So far I have only considered the power and authority of the court to award the injunction in this case. This brings me to the consideration of the question of contempt, and whether or not the defendants in this case have violated the injunction of this court.

Judge Jackson then reviewed the evidence given above as to time and place of the meeting held, the remarks made thereat, and the observed effect produced upon the miners at work in the mine near by.

He then said:

I reach the conclusion that the defendants in this case, who were served with notice of this injunction, have violated it, and have treated with contempt the order of this court. As a consequence of their action, this court will have to punish them for their contempt in violating this injunction. It would have been far better for them to have pursued the usual legal methods by moving the court either to dissolve or modify the injunction; and Mrs. Jones admitted on the witness stand that she "knew very well that if she and her confederates wanted to test the injunction the way to do it was to come into court and have it dissolved." Instead of pursuing that course, they elected to defy the court's injunction and openly disregarded their duties as good citizens of the country by setting a precedent in open defiance of the injunction, which tends to promote disorder, which, if permitted to go unpunished, would sooner or later lead to anarchy.

INJUNCTIONS—LABOR ORGANIZATIONS—METHODS AND PURPOSES—LIABILITY OF MEMBERS AS CONSPIRATORS—ORDERING EMPLOYEES OF RECEIVERS TO QUIT WORK—*United States v. Weber et al., United States Circuit Court, Western District of Virginia, 114 Federal Reporter, page 950.*—This was a proceeding against certain parties for contempt of court. The facts and conclusions are set forth in the remarks of Judge McDowell, from which the following is quoted:

The defendants Weber and Haddow have been attached and brought before the court on a charge of violations of orders of this court made in the case of the Morton Trust Company against the Virginia Iron, Coal and Coke Company. The defendants Tom Braley, Cass Braley, and David Clarkson have been summoned by rule to show cause why they should not be held guilty of contempt for violations of these same orders. All the defendants have, in effect, denied the charges made against them. Both the attachment and the rule were issued upon information contained in a verified petition filed by the receivers appointed in the above-named cause.

It is well in the outset to state that the court fully recognizes the limitations on its powers as to contempts committed neither in the presence of the court nor so near thereto as to obstruct the administration of justice. (Rev. St. sec. 725.) That there must have been disobedience of, or resistance to, some order of the court is essential to constitute contempt in the case at bar.

By the first order entered in the case of the Morton Trust Company against the Virginia Iron, Coal and Coke Company, the receivers thereby appointed were directed to take possession of and to operate the properties of the defendant company. By an order entered by the late Judge Paul, district judge, on February 12, 1901, certain named persons (not including any of these defendants), and "all other parties concerned whose names be hereafter ascertained," were enjoined from entering upon the property of the Virginia Iron, Coal and Coke Company, from trespassing thereon, and from intimidating or coercing, or attempting to intimidate or coerce, or in any manner interfering with the employees of said receivers with intent to induce them to quit the service of said receivers, and from entering into any conspiracy or combination for the purpose of hindering or obstructing the said receivers in the operation of their business at the "Looney Creek Lease." The Looney Creek Lease is the same operation that is now alleged to have been obstructed and crippled by the acts of these defendants.

This injunction is acknowledged to be no longer operative, having expired by limitation, so that it is without effect, "except in so far as it served as a warning that the plant at Inman was under the charge of the court, and that interference with the employees with intent to induce them to quit the service, or intimidating them to that end, had been regarded by the court as a violation of its orders." The contents and purport of this injunction were evidently known to the defendants, as well as those of a later order, bearing date of October 26, 1901, in which Weber and Haddow were directed to show cause why they should not be attached for contempt. In pursuance of this order

a writ of injunction was served on Weber, the contents of which were known also to Haddow and doubtless to the other defendants.

After stating the above, Judge McDowell, continuing, said:

Having thus set out the orders of this court, some or all of which are alleged to have been disobeyed or resisted by the defendants, it may further tend to clearness of thought to briefly consider some questions of law involved in this matter. It is admitted by defendants Weber and Haddow that they are officers of the organization known as the "United Mine Workers of America;" that their duties consist in part in organizing mine workers into local lodges of said order; that they came to Virginia both in October, 1901, and March, 1902, for the purpose of organizing such lodges among the miners working for the receivers at Inman and at Tom's Creek, as well as among miners working at other nearby plants. It appears from the evidence that in western Pennsylvania, Ohio, Indiana, and Illinois the coal miners are so nearly all members of the organization that said regions may be considered as "union" territory. Further, that in West Virginia and Virginia a great many—perhaps a majority—of the miners are not members of the union. It also appears that when, on a former occasion or occasions, a general strike was ordered, the hopes of the organization were, in some measure at least, defeated because of the fact that the miners in West Virginia continued at work, and the coal thus produced went into the markets that would otherwise have been largely dependent upon the output of the union territory. Hence, it seems, that the object in organizing lodges in the Virginias is to bring the Virginia mines under the control of the organization.

The right of the employees of the receivers to voluntarily join a union that has only legal purposes in view can not be denied. Moreover, the right to induce, by legal methods and fair moral suasion, the employees of the receivers to join such an organization is not denied. But if the object of the union is illegal, or if the methods employed by it, either to induce acquisitions to its ranks or to accomplish its ulterior purposes, are illegal, it appears to be well settled that the persons who combine in such efforts are conspirators.

In the first place, it is hardly open to serious question that the ultimate purpose of the union is not legal. This purpose is to secure control of mining operations, including those under the management of the receivers of this court. Confessedly, control is desired for this purpose: If the union miners in some other State make complaint of grievance,—the justness of the complaint to be adjudged solely by the union,—the union will be in a position to enforce compliance with their demands by ordering and carrying into effect a general strike. Can this court rightfully surrender control of the works under its charge to the United Mine Workers? On authority it is clear that it can not. [Cases cited.] On reason, also, it is equally clear. But a discussion of the reason for this rule, involving sociological questions of much interest, can not now be entered into.

To go further, it appears from the evidence that, in order to perfect the control desired by the union, it is necessary that practically all mine workers be members of the organization and subject to its directions. In other words, it is necessary that nonunion men—men who do not desire to join the union—be compelled to quit work. This is one of the avowed means to the desired end. That this is illegal and

not to be tolerated needs no argument. Hence, even if it were conceded that the ultimate purpose is legal, yet, as a means intended to be used to effect the ultimate purpose is illegal, it follows that a combination to effect the purposes of the union is a conspiracy.

It was proved that the number of men in the employment of the receivers was only about one-third of the number at work before the troubles began, and that many men had been intimidated by threats that they would be shot if they worked. Notices had been posted, with the seal of the local lodge and signed "U. M. W. of A.," notifying certain classes of employees "to stop work," and again "that your works are suspended." Some of these notices had been posted by defendants Cass Braley and David Clarkson.

Judge McDowell stated this, and said:

It is earnestly contended that the defendants Weber and Haddow never participated in, sanctioned, or advised any of the illegal acts traced to some members of the union. But the act of the union in ordering the coke pullers and loaders to stop work is in itself in direct contravention of the order of this court directing the receivers to operate the plant. In other words, such acts are illegal. Coupled with the known intimidation of some of the employees, the above notices can hardly be considered otherwise than an order, not to be disobeyed with impunity, to stop work. Again, the notices containing the statement that the "works are suspended" is itself in contravention of the orders of this court. The union has never disavowed the responsibility for the issuance of the notices above mentioned. In their bearing on the statement that the union intended to use unlawful means to secure its end, the addresses made by the defendants Weber and Haddow at the meeting on Sunday, March 2, 1902, are of importance. According to the witness George Kilgore, who seemed to be disinterested, what was said was that in the event mentioned [i. e. if the men refused to join the union], the product of the mines would be boycotted, and all nonunion miners would be blacklisted and denied work at any unionized mines.

So far the question has been discussed without particular reference to the order of October 26, 1901. This order specifically requires of Haddow and Weber that they "desist from any interference with the employees of the said receivers so as to affect the conduct of the business of the receivers." Under attachment from this court, these defendants were arrested on the evening of March 12th instant. Upon being arrested the defendant Weber, according to disinterested witnesses that can not be disbelieved, put his head out of the car window, and, speaking to a crowd of union men there collected, advised them to "continue their work," and not to agree to anything until he and Haddow returned. The "work" the union was then engaged in, certainly in part at least, consisted of intimidating nonunion men who wished to work. The witness Baldwin testified that Weber told him that he had violated the order of October 26, 1901, and intended to violate it. This witness had no interest to misstate the facts in this respect. The conclusion is forced upon the court that both Weber and Haddow knowingly and intentionally disobeyed the said order.

An order will be entered punishing the defendants for their contempt.

LAWS OF VARIOUS STATES RELATING TO LABOR ENACTED SINCE JANUARY 1, 1896.

[The Second Special Report of the Department contains all laws of the various States and Territories and of the United States relating to labor in force January 1, 1896. Later enactments are reproduced in successive issues of the Bulletin from time to time as published.]

OREGON.

ACTS OF 1901.

Sunday labor—Barbering.

(Page 17.)

SECTION 1. It shall be a misdemeanor for any person or persons to carry on the business of barbering on Sunday in Oregon.

SEC. 2. Any person or persons found guilty of violating this act shall be punished by a fine of ten dollars or by imprisonment in the county jail for five days for the first offense; and by a fine of not less than twenty-five dollars nor more than fifty dollars, or by imprisonment in the county jail for not less than ten days nor more than twenty-five days, for the second offense, and for each subsequent offense.

SEC. 3. The term "person" or "persons" used in this act shall be deemed to include partnerships and corporations.

SEC. 4. Inasmuch as there is urgent need for the relief of overworked persons engaged in the barbering business, an emergency is hereby declared, and this act shall be in force and effect from and after its approval by the governor.

Filed in the office of secretary of state February 11, 1901.

Exemption from execution, etc.—Wages.

(Page 18.)

SECTION 1. Section 313, Title II, Chapter III, of the General Laws of Oregon is hereby amended so as to read as follows:

Section 313. The earnings of any debtor for personal services, performed by such debtor at any time within thirty days next preceding the service of an attachment, execution or garnishment, shall be exempt from the effect of any such process when it shall be made to appear by the affidavit of such debtor, or otherwise, that such earnings are necessary for the use of the family supported wholly or partly by the labor of said debtor.

SEC. 2. Inasmuch as there is some uncertainty as to the effect of the law upon the subject of exempting the earnings of a judgment debtor, and a great necessity exists for the amendment of the act upon that subject in the manner herein provided for, this act shall take effect and be in force from and after its approval by the governor.

Approved February 13, 1901.

Protection of street railway employees—Inclosed platforms.

(Page 122.)

SECTION 1. Each corporation, company, and individual owning, managing, or operating any street railway or line in the State of Oregon shall provide, during the months of November, December, January, February, and March of each year, all cars run or used on its or their respective roads with good, substantial, and sufficient vestibules or weather guards for the reasonable protection of the employees operating passenger cars of such corporation, company, or individual.

SEC. 2. The vestibules or weather guards provided for in section 1 hereof shall be so constructed and so maintained and adjusted upon each car during each of the said months as to reasonably protect the employees of such corporation, company, or individual operating said passenger car from the wind, rain, or snow.

SEC. 3. Any violation of the provisions of this act shall be deemed a misdemeanor and shall subject the owner or manager of such street railway or line to a penalty of $100 fine for the first offense, and $100 for each and every subsequent violation thereof, and each car run one day when not so equipped shall constitute a separate violation hereof.

SEC. 4. *Provided however*, That none of the provisions of this act shall be in force or effect until January 1, 1902.

SEC. 5. It shall be the duty of the prosecuting attorneys of the various districts in this State to see that the provisions of this act are strictly enforced.

Approved February 25, 1901.

Mine regulations.

(Page 151.)

SECTION 1. From and after the passage of this act the following bell signals shall be used in all mines in the State of Oregon operating a steam, electrical, gasoline or other hoisting plant to wit:

1 bell, hoist (see Rule 2); 1 bell, stop (see Rule 2); 2 bells, lower (see Rule 2); 2-2 bells, calls top man to collar of shaft; 3 bells, man to be moved, run slow (see Rule 2); 3-1 bells, man to be hoisted, run slow (see Rule 2); 3-2 bells, man to be lowered, run slow (see Rule 2); 4 bells, move bucket or cage very slow; 4-1 bells, start pump; 4-2 bells, stop pump; 1-3 bells, start air compressor; 2-3 bells, stop air compressor; 5 bells, send down tools (see Rule 4); 6 bells, send down timbers (see Rule 4); 7 bells, accident; 1-4 bells, foreman wanted; 2-2-2 bells, change bucket from ore to water or *vice versa;* 3-2-1 bells, ready to shoot in shaft (see Rule 3).

Engineer's signal that he is ready to hoist, raise bucket or cage two feet and lower it again (see Rule 3). The bucket or cage must be raised from station six feet when not in use, notice being given to engineer to that effect, as follows: Ring one bell, hoist; and when bucket or cage up six feet, one bell, stop. Levels shall be designated and inserted in notice hereinafter mentioned (see Rule 1).

Levels.

SECTION 2. For the purpose of enforcing and properly understanding the above code of signals, the following rules are hereby established:

Rule 1. In giving signals make strokes on bell at regular intervals. The bar (–) must take the same time as for one stroke on the bell, and no more. If timber, tools, the foreman, bucket or cage are wanted to stop at any level in the mine, signal, by number of strokes on the bell, the number of the level first before giving the signal for timber, tools, etc. The time between the signals to be double bars (– –). Examples: 6 – – 5, would mean, stop at the sixth level with tools; 2 – – 3 – 1, would mean, stop at the second level, man on bucket or cage, hoist; 4 – – 3 – 1, would mean, stop at the fourth level, man on bucket or cage, hoist; 2 – – 3 – 2, would mean, stop at the second level, man on bucket or cage, lower.

Rule 2. No person must get on or off the bucket or cage while in motion. When men are to be hoisted or lowered, give the signal for men—men must then get on bucket or cage—then give the signal to hoist or lower. Bell cord must be at all times within reach of man on bucket or cage.

Rule 3. After the signal, "ready to shoot in shaft," engineer must give his signal, when he is ready to hoist, i. e., raise the bucket or cage two feet, then lower it again. Miners must then give signal, "men to be hoisted," then "spit fuse," get on bucket or cage, and give the signal to hoist.

Rule 4. All timbers, tools, etc., "longer than the depth of the bucket or cage" to be hoisted or lowered, must be securely lashed at the upper end to the cable. Miners must know that they will ride up or down the shaft without catching on rocks or timbers and be thrown out.

Rule 5. The foreman will see that one printed sheet of these signals and rules for each level, one for the collar of the shaft and one for the engine room are attached to a board not less than twelve inches wide by thirty-six inches long, and securely fasten the board up where the signals can be easily read at the places above stated.

SEC. 3. The above signals must be obeyed. Any violation of the same will be grounds for discharge of the party or parties so doing. No person, company, corporation or indviduals operating a mine within the State of Oregon, shall be responsible for accidents that may happen to men disobeying the above rules and signals. Said

rules and signals, on notice as above set out, shall be signed by the superintendent or person having charge of the mine, who shall designate the corporation or owner of the said mine.

SEC. 4. Any person, company, corporation or individuals operating any mine within the State of Oregon having in operation a steam, electrical, gasoline or other hoisting plant as above described, who shall fail to comply with the terms of this act shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be subject to a fine of not less than $25 nor more than $250.

SEC. 5. Inasmuch as there is no law upon this subject, and it is of importance for the safety and protection of miners and mine owners, an emergency exists, and this act shall take effect from and after its approval by the governor.

Approved February 26, 1901.

Trade-marks, etc., of trade unions.

(Page 168.)

SECTION 1. Whenever any person or any association or union of workingmen has heretofore adopted or used, or shall hereafter adopt or use, any label, trade-mark, term, design, device or form of advertisement for the purpose of designating, making known or distinguishing any goods, wares, merchandise or other product of labor as having been made, manufactured, produced, prepared, packed or put on sale by such person or association or union of workingmen, or by a member or members of such association or union, it shall be unlawful to counterfeit or imitate such label, trade-mark, term, design, device or form of advertisement, or to use, sell, offer for sale, or in any way utter or circulate any counterfeit or imitation of any such label, trade-mark, term, design, device or form of advertisement.

SEC. 2. Whoever counterfeits or imitates any such label, trade-mark, term, design, device or form of advertisement; or sells, offers for sale or in any way utters or circulates any counterfeit or imitation of any such label, trade-mark, term, design, device or form of advertisement; or keeps or has in his possession, with intent that the same shall be sold or disposed of, any goods, wares, merchandise or other product of labor to which or on which any such counterfeit or imitation is printed, painted, stamped or impressed; or knowingly sells or disposes of any goods, wares, merchandise or other product of labor contained in any box, case, can, or package to which or on which any such counterfeit or imitation is attached, affixed, printed, painted, stamped or impressed; or keeps or has in his possession, with intent that the same shall be sold or disposed of, any goods, wares, merchandise or other product of labor, in any box, case, can or package to which or on which any such counterfeit or imitation is attached, affixed, printed, painted, stamped or impressed, shall be punished by a fine of not more than $500, or by imprisonment for not more than three months, or by both such fine and imprisonment.

SEC. 3. Every such person, association or union that has heretofore adopted or used or shall hereafter adopt or use a label, trade-mark, term, design, device or form of advertisement as provided in section 1 of this act, may file the same for record in the office of the secretary of state, by leaving two copies, counterparts or facsimiles thereof with said secretary, and by filing therewith a sworn application specifying the name or names of the person, association or union on whose behalf such label, trade-mark, term, design, device or form of advertisement shall be filed, the class of merchandise and a description of the goods to which it has been or is intended to be appropriated, stating that the party so filing or on whose behalf such label, trade-mark, term, design, device or form of advertisement shall be filed, has the right to the use of the same, that no other person, firm, association, union or corporation has the right to such use, either in the identical form or in any such near resemblance thereto as may be calculated to deceive, and that the facsimile or counterparts filed therewith are true and correct. There shall be paid for such filing and recording a fee of $1. Said secretary shall deliver to such person, association or union so filing or causing to be filed any such label, trade-mark, term, design, device or form of advertisement so many duly attested certificates of the recording of the same as such person, association or union may apply for, for each of which certificates said secretary shall receive a fee of $1. Any such certificate of record shall in all suits and prosecutions under this act be sufficient proof of the adoption of such label, trade-mark, term, design, device or form of advertisement. Said secretary of state shall not record for any person, union or association any label, trade-mark, term, design, device or form of advertisement that would probably be mistaken for any label, trade-mark, term, design, device or form of advertisement theretofore filed by or on behalf of any other person, union or association. But the said secretary shall file and record under this act any label, trade-mark, term, design, device or form of

advertisement, which may have been previously filed by any person or any association or union of workingmen, provided the person, association or union seeking to file and record under this act is the same person, association or union that previously filed or recorded the same label, trade-mark, term, design, device or form of advertisement.

SEC. 4. Any person who shall for himself or on behalf of any other person, association or union, procure the filing of any label, trade-mark, term, design, device or form of advertisement in the office of the secretary of state under the provisions of this act, by making any false or fraudulent representations or declaration, verbally or in writing, or by any fraudulent means, shall be liable to pay any damages sustained in consequence of any such filing, to be recorded [recovered] by or on behalf of the party injured thereby in any court having jurisdiction; and shall be punished by a fine not exceeding $500, or by imprisonment not exceeding three months, or by both such fine and imprisonment.

SEC. 5. Every such person, association or union adopting or using a label, trade-mark, term, design, device or form of advertisement as aforesaid may proceed by suit for damages to enjoin the manufacture, use, display or sale of any counterfeits thereof; and all courts of competent jurisdiction shall grant injunctions to restrain such manufacture, use, display or sale, and award the complainant in any such suit damages resulting from such manufacture, use, sale or display, as may be by the said court deemed just and reasonable, and shall require the defendants to pay to such person, association or union all profits derived from such wrongful manufacture, use, display or sale; and such court shall also order that all such counterfeits or imitations in the possession or under the control of any defendant in such cause be delivered to an officer of the court, or to the complainant, to be destroyed.

SEC. 6. Any person who shall use or display the genuine label, trade-mark, term, design, device or form of advertisement of any such person, association or union in any manner, not being authorized so to do by such person, union or association, shall be deemed guilty of a misdemeanor, and shall be punished by imprisonment for not more than three months or by a fine of not more than five hundred dollars ($500). In all cases where such association or union is not incorporated, suits under this act may be commenced and prosecuted by an officer or member of such association or union, on behalf of and for the use of such association or union.

SEC. 7. Any person or persons who shall in any way use the name or seal of any such person, association or union, or officer thereof, in and about the sale of goods or otherwise, not being authorized so to use the same, shall be guilty of a misdemeanor, and shall be punishable by imprisonment for not more than three months, or by a fine of not more than $500.

SEC. 8. In case the plaintiff is successful in maintaining his action either for damages or for permanent relief by injunction, or for nominal damages only, he shall be entitled to recover a reasonable attorney's fee, to be taxed by the court as a part of the costs and merged in the judgment.

Approved February 27, 1901.

PENNSYLVANIA.

ACTS OF 1901.

ACT NO. 37.—*Regulation, inspection, etc., of bakeshops.*

SECTION 1. No minor male or female, or adult woman, shall be employed at labor or detained in any biscuit, bread, pie or cake bakery, pretzel or macaroni establishment, for a longer period than twelve hours in any one day, nor for a longer period than sixty hours in any one week.

SEC. 2. All buildings or rooms occupied as a biscuit, bread, pretzel, pie or cake bakery, or macaroni establishment, shall be drained and plumbed in the manner directed by the rules and regulations governing the house drainage and plumbing, as prescribed by law, and all rooms used for the purpose aforesaid shall be ventilated by means of air shafts, windows or ventilating pipes, so as to insure a free circulation of fresh air. No cellar, or basement, not now used for a bakery, shall hereafter be occupied and used as a bakery, unless the proprietor shall have previously complied with the sanitary provisions of this act.

SEC. 3. Every room used for the manufacture of flour or meal food products shall have a tight floor, constructed of cement, wood, or tiles, laid in cement. The inside walls shall be plastered, or painted with oil paint, three (3) coats, or be lime-washed. When painted, shall be renewed at least once in every five years, and shall be washed

with hot water and soap at least once in every three (3) months; when lime-washed, the lime-washing shall be renewed at least once in every three (3) months. The furniture and utensils in such room shall be so arranged that the furniture and floor may at all times be kept in a thoroughly sanitary and clean condition. No domestic or pet animal shall be allowed in a room used as a biscuit, bread, pie, or cake bakery, or in any room in such bakery where flour or meal food products are stored.

SEC. 4. The manufactured flour and meal food products shall be kept in perfectly dry and airy rooms, so arranged that the flour, shelves, and all other places for storing the same, can be easily and perfectly cleaned.

SEC. 5. Every such bakery shall be provided with a wash-room and water-closet, or closets, apart from the bake-room or rooms, where the manufacture of such food products is conducted, and no water-closet, earth closet, privy, or ash pit, shall be within or communicate directly with the bake-room of any bakery.

SEC. 6. The sleeping room or rooms, for persons employed in bakeries, shall be kept separate and apart from the room or rooms where flour or meal food products are manufactured or stored. And such sleeping places, when they are on the same floor as the bakery, shall be inspected in order to maintain them in a condition of cleanliness.

SEC. 7. No employer shall, knowingly, require, permit or suffer, any person to work in his bakeshop who is affected with consumption of the lungs, or with scrofulous diseases, or with any venereal diseases, or with any communicable skin affection; and every employer is hereby required to maintain himself and his employees in a clean condition while engaged in the manufacture, handling or sale of such food products, and it is hereby made the duty of the board of health to enforce the provisions of this section.

SEC. 8. The factory inspector is authorized to issue a certificate of satisfactory inspection to a person conducting a bakery, where such bakery is conducted in compliance with all the provisions of this act.

SEC. 9. The owner, agent or lessee of any property affected by the provisions of sections three and five of this act, shall make the alterations or additions necessary, within such time as said alterations can be made with proper diligence upon the part of such proprietors, and notice to the last known address of such owner, agent or lessee, shall be deemed sufficient for the purpose of this act.

SEC. 10. A copy of this act shall be conspicuously posted and kept posted in each work room of every bread, cake, or pie bakery, or confectionery establishment, in this State.

SEC. 11. Any person who violates any of the provisions of this act, or refuses to comply with any requirements, as provided herein, of the factory inspector or his deputy, who are hereby charged with the enforcement of this act, excepting section seven, shall be guilty of a misdemeanor, and on conviction before any justice of the peace, magistrate, alderman, mayor or burgess, shall be punished by a fine of not less than twenty nor more than fifty ($50) dollars, for a first offense; and not less than fifty ($50) dollars nor more than one hundred ($100) dollars, for a second offense, or imprisonment for not more than ten (10) days; and for a third offense, by a fine of not less than two hundred and fifty (250) dollars and more than thirty (30) days imprisonment.

SEC. 12. All the acts or parts of acts inconsistent with the provisions of this act are hereby repealed.

Approved the 4th day of April, A. D. 1901.

ACT No. 84.—*Trade-marks of trade unions.*

SECTION 1. An act, entitled "An act to provide for the adoption of trade-marks, labels, symbols or private stamps by any incorporated or unincorporated association or union of workingmen, and to regulate the same," approved May twenty-one, Anno Domini one thousand eight hundred and ninety-five, is hereby amended to read as follows, to wit:

Section 1. Hereafter it shall be lawful for associations and unions of workingmen, incorporated or unincorporated to adopt a label, symbol, trade-mark or private stamp for their protection and for the purpose of designating the product of their particular labor or workmanship, and to register the same in the manner hereinafter provided. Every such association or union of workingmen, having adopted and registered under the provisions of this act any trade-mark, label, symbol or private stamp, shall have, possess and enjoy full, complete and unquestioned power and authority to name, make, dictate and specify the conditions and limitations under which the same may be used by any person or persons employing the member or members of said associations or unions, or manufacturing any article or articles upon which any such trade-mark, label, symbol or private stamp may be affixed, or using

in any manner in his or their business the labor symbolized by any such trade-mark, symbol or private mark, so registered: *And provided*, That where two or more organizations, associations or unions have adopted an allied crafts' trade-mark, label, symbol or private stamp, and granted the use of it to any person or persons, and conflict has arisen between such grantee and any one or more of the organizations having an interest in said allied crafts' trade-mark, label, symbol or private stamp, that any one or more of said organizations, associations or unions may rescind the grantee's right to use said joint trade-mark, label, symbol or private stamp, and the continued use of it, after notice in writing that the right thereof has been rescinded by any of the parties interested, shall render the grantee liable to the penalties of this act.

Section 2. Any such association or union, having adopted any such label, symbol, trade-mark or private stamp, may register the same in the office of the secretary of the commonwealth, by filing a description or facsimile thereof, and upon payment of one dollar receive a certificate of such filing, which shall be competent evidence of such registry, in all proceedings in any court of law or equity, for the protection of said associations or unions, or the prosecution of any offender under the provisions of this act: *Provided*, That notice of the intention of such filing shall be published for three weeks in two newspapers of general circulation once a week: *And provided further*, That no label, symbol, trade-mark or private stamp shall be admitted to registration which may be readily mistaken for one already registered.

Section 3. Any person or persons counterfeiting or imitating, or using or displaying a counterfeit or imitation of any such trade-mark, label, symbol or private stamp of any such association or union; or of using any original or bona fide trade-mark, label, symbol or private stamp, after the license or authority to use the same has been rescinded or revoked by the association or union owning, controlling or having jurisdiction over the same; and any person or persons who shall knowingly or wrongfully use any such trade-mark, label or symbol or private stamp of such association or union, by placing the same on goods and wares which are not the product of members of such association or union, shall be guilty of a misdemeanor, and on conviction thereof shall be punished by a fine of not less than one hundred ($100) dollars and not more than one thousand ($1,000) dollars, or by imprisonment of a term not less than one year and not more than five years, or both, in the discretion of the court.

Section 4. In addition to the remedies provided by this act, any association or union having registered its trade-mark, label, symbol or private stamp, as provided by this act, may proceed before any court having competent jurisdiction to restrain and enjoin the use, manufacture, display or sale of any counterfeit or imitation trade-mark, label, symbol or private stamp, as aforesaid, or the continued or longer use of any original or bona fide trade-mark, label, symbol or private stamp by any person or persons who may have secured the same unauthorized by the association or union to which it belongs, or whose right, license or authority to use the same has been rescinded or revoked by the association or union owning or controlling the same in whole or in part, as hereinbefore provided: *And provided*, That the surrender of possession and re-delivery of any such trade-mark, label, symbol or private stamp may be decreed in equity, and enforced as like decrees are now enforced: *And provided further*, That this amendatory act shall not be construed to repeal the act amended hereby, as to any offense committed, or as to any act done or any penalty, forfeiture or punishment incurred, prior to the taking effect of this amendatory act; nor shall this amendatory act be so construed as to in any way whatever effect [affect] any such offense or act so committed or done, or any penalty, forfeiture or punishment so incurred.

Approved the 2d day of May, A. D. 1901.

Act No. 163.—*Employment of children.*

Section 1. Any person, association, agency or corporation who shall take, receive, hire, employ, use, or have in custody, any child under the age of eighteen years, or who shall endeavor to secure by advertisement or otherwise any such minor child for the vocation, occupation, calling, service or purpose of taking part in any theatrical performance, or athletic exhibition, or of singing, or of playing upon musical instruments, without the consent of the parents or legally appointed guardians of such child having been first obtained, shall be guilty of a misdemeanor, and upon conviction thereof before any justice of the peace, magistrate or court of record, shall be fined not less than fifty dollars and not more than one hundred dollars. And upon second conviction, shall be imprisoned not less than one year and not more than three years.

Approved the 16th day of May, A. D. 1901.

ACT No. 206.—*Factory inspection—Employment of women and children, etc.*

SECTION 1. No minor male or female, or adult woman, shall be employed at labor or detained in any manufacturing establishment, mercantile industry, laundry, workshop, renovating works or printing office, for a longer period than twelve hours in any day, nor for a longer period than sixty hours in any week.

SEC. 2. No child under thirteen years of age shall be employed in any factory, manufacturing or mercantile industry, laundry, workshop, renovating works, or printing office within this State.

SEC. 3. It shall be unlawful for any factory, manufacturing or mercantile industry, laundry, workshop, renovating works, or printing office to hire or employ any child between the ages of thirteen and sixteen years, without there is first provided and placed on file an affidavit made by the parent or guardian stating the age, date and place of birth of said child. If said child have no parent or guardian, then such affidavit shall be made by the child, which affidavit shall be kept on file by the employer, and shall be returned to the child when employment ceases.

SEC. 4. All persons authorized to administer oaths must examine all children as to their ability to read and write the English language. After a careful examination, if a child is found unable to read and write the English language, or has not attended school as required by law, or is under thirteen years of age, it will be unlawful to issue a certificate; and in no case shall the officer who executes certificates charge more than twenty-five cents for administering the oath and issuing the certificate.

SEC. 5. Every person, firm or corporation, employing men, women or children, or either, in any factory, manufacturing or mercantile industry, laundry, workshop, renovating works, or printing office, shall post and keep posted, in a conspicuous place in every room where such help is employed, a printed notice, stating the number of hours per day for each day of the week required of such persons; and, in every room where children under sixteen years of age are employed, a list of their names with their age.

SEC. 6. Every person, firm, association, individual, partnership or corporation, employing girls or adult women in any manufacturing, mechanical or mercantile industry, laundry, workshop, renovating works, or printing office in this State, shall provide suitable seats for the use of the girls and women so employed, and shall permit the use of such by them when they are not necessarily engaged in the active duties for which they are employed.

SEC. 7. It shall be the duty of the owner, agent or lessee of any such factory, manufacturing or mercantile industry, school, building, hospital, laundry, workshop, renovating works or printing office, where hoisting shafts or well-holes are used, to cause the same to be properly and substantially enclosed or secured, if in the opinion of the inspector it is necessary, to protect the life or limbs of those employed in such establishments. It shall be the duty of the owner, agent or lessee to provide, or cause to be provided, such proper trap or automatic gates so fastened in or at all elevator-ways, so as to form a substantial surface when closed, and so constructed as to open and close by action of the elevator in its passage, either ascending or descending.

SEC. 8. It shall also be the duty of the owner of such factory, manufacturing or mercantile industry, laundry, workshop, renovating works or printing office, or his agent, superintendent, or other person in charge of the same, to furnish and supply, or cause to be furnished or supplied, in the discretion of the inspector, where dangerous machinery is in use, automatic shifters or other mechanical contrivances for the purpose of throwing on or off belts or pulleys. All gearing and belting shall be provided with proper safeguards. And no minor under sixteen years of age shall be allowed to clean machinery while in motion. And no minor, under fourteen years of age, shall operate or otherwise have the care or custody of an elevator.

SEC. 9. It shall be the duty of the owner or superintendent of all places subject to the factory laws, to report, in writing, to the factory inspector all accidents or serious injury done to any person in their employ, within twenty-four hours after the accident occurs, stating as fully as possible the cause of such injury; and in all fatal and serious accidents, the factory inspector or his deputy may subpœna witnesses, administer oaths, and do whatever may be necessary in order to make a thorough and complete investigation of the accident: *Provided, however*, That the provisions of this section shall not be construed as interfering with the duties of coroners, under existing laws.

SEC. 10. A suitable and proper wash and dressing room and water-closets shall be provided for males and females, where employed in factories and department stores; and the water-closets, wash and dressing room used by females shall not adjoin those used by males, but shall be built entirely away from them, and shall be properly screened and ventilated, and at all time[s] kept in a clean condition.

SEC. 11. Not less than forty-five minutes shall be allowed for the noonday meal, in

any manufacturing establishment in this State. The factory inspector, his assistant or any of his deputies, shall have power to issue permits in special cases, allowing a shorter mealtime at noon, and such permit must be conspicuously posted in the main entrance of the establishment; and such permit may be revoked at any time the inspector deems necessary, and shall only be given where good cause can be shown.

SEC. 12. If the factory inspector or any of his deputies finds that the heating, lighting, ventilation, or sanitary arrangement of any factory, manufacturing or mercantile industry, laundry, workshop, renovating work, or printing office is such as to be injurious to the health of persons employed therein, or as to be dangerous to employees and not sufficiently guarded; or that the vats, pans or structures filled with molten metal or hot liquid are not surrounded with proper safeguards for preventing accident or injury to those employed at or near them; or if the means of exit in case of panic or sudden alarm of any kind are not sufficient, or in accordance with all the requirements of law, he shall notify the proprietor of such factory, manufacturing or mercantile industry, laundry, workshop, renovating works, or printing office to make the alterations or additions necessary, within such time as said alterations can be made with proper diligence upon the part of such proprietors.

SEC. 13. The factory inspector and his several deputies are hereby charged with the duty, and clothed with the power, of inspecting all hotels, school buildings, seminaries, colleges, academies, manufacturing establishments, mercantile industries, laundries, renovating works, printing offices, hospitals, store-houses, public halls, and places of amusement and workshops, all of which are required by law to provide and maintain fire escapes and appliances for the extinguishment of fire; and to compel the owners of all such buildings, who have not complied with the requirements of the existing laws, to comply therewith and provide and maintain fire escapes and appliances for the extinguishment of fire. The fire escape shall be erected and located by order of the factory inspector or his deputy, regardless of the exemption granted by any board of county commissioners, fire marshals or other authorities.

SEC. 14. It shall be the duty of the owner or owners of boilers, used for the generating of steam to be applied to machinery in all industrial institutions subject to factory inspection, to furnish from time to time, as required by the factory department, reports, or other evidence from competent authority, as to the condition of the boilers used for the generating of steam, to the factory inspector. He or his deputies or other agents shall have the right, from time to time, to enter upon the premises where such boiler or boilers are kept, for the purpose of inspecting the same and determining their safety; and if any such boiler or boilers shall be found to be in a dangerous condition and liable to explode, it shall be the duty of the factory inspector or one of his deputies to notify the owner or owners thereof, his or their agent, or engineer in charge, of such dangerous condition; and when so notified by the State factory inspector, his deputy or other agents, it shall be the duty of the owner or owners thereof to immediately cease the use of said boiler or boilers until placed in safe condition: *Provided, however*, That section seven, thirteen and fourteen shall not apply to municipalities in this Commonwealth, where, under the existing law, the boiler inspectors, the building or elevator inspectors, the fire marshal, or other officers are vested with like authority.

SEC. 15. The factory inspector, in order to more effectually carry out the provisions of the factory, bake-shop, sweat-shop and fire-escape laws, is hereby authorized to appoint twenty-five (25) deputy factory inspectors, five of whom shall be women, at a salary of twelve hundred dollars per year; a chief clerk for the department, at a salary of sixteen hundred dollars per year; an assistant clerk and stenographer, at a salary of eleven hundred dollars per year; and a messenger, at a salary of eight hundred dollars per year.

SEC. 16. The traveling expenses of each of said deputies shall be approved by the inspector and audited by the auditor general, before payment.

SEC. 17. Said factory inspector shall have power to divide the State into districts, and to assign one of said deputies to each district, and may transfer any of the deputies to other districts in case the best interests of the State require it. The inspector shall have the power of removing any of the deputy inspectors at any time.

SEC. 18. An office shall be furnished in the capitol, which shall be set apart for the use of the factory inspector. The factory inspector and his deputies shall have the same power to administer oaths or affirmations as is now given to notaries public in cases, where persons desire to verify documents connected with the proper enforcement of this act.

SEC. 19. A printed copy of this act shall be furnished by the inspector to each workroom of every factory, manufacturing or mercantile industry, where persons are employed who are affected by the provisions of this act, and it shall be the duty of the employer of the people therein to post and keep posted said printed copy of the law in each room.

SEC. 20. It shall be the duty of the owner, superintendent, assistant, or person in

charge of all places subject to factory inspection, to furnish, from time to time, to the factory inspector or his deputy the necessary information, and answer all questions, pertaining to the factory inspection laws and necessary to the making up of the inspector's report.

SEC. 21. Any person who violates any of the provisions of this act, or who suffers any child or female to be employed in violation of its provisions, shall be deemed guilty of a misdemeanor, and on conviction shall be punished by fine of not more than five hundred dollars. In all such cases the hearing shall be conducted by the alderman or justice of the peace before whom information is lodged, and, after full hearing of parties in interest, the alderman or justice of the peace shall impose the fine herein provided, which shall be final unless an appeal be taken to the court of quarter sessions within twenty days from the date of the imposition of the fine, as herein provided.

SEC. 22. All acts or parts of acts inconsistent with the provisions of this act are hereby repealed.

Approved the 29th day of May, A. D. 1901.

ACT No. 212.—*Mine regulations—Provision for cases of accidental injury.*

SECTION 1. Within six (6) months after the passage of this act, it shall be unlawful to operate any anthracite mine, employing ten (10) men or more, in the State of Pennsylvania, unless said mine is provided with a sufficient quantity of linseed or olive oil, bandages, linen, splints, woolen and waterproof blankets. Said articles shall be stored in a room, erected at a convenient place in the mine, which room shall not be less than eight by twelve feet, and sufficiently furnished, lighted, clean and ventilated, so that therein medical treatment may be given injured employees in case of emergency. The furnishings shall be sufficient to accommodate two or more persons, in a reclining and sitting posture.

SEC. 2. It shall be the duty of the mine foreman or his assistants, in case of injury to any employee by explosion of gas or powder, or by any cause while said miners are at work in said mines, to at once visit the scene of accident, see that the injured is carefully wrapped in woolen blankets and removed to the "medical room," and so treated with oils or other remedies as will add to the comfort and care of the patient. After being treated with all the skill known to the foreman or his assistants, the injured person shall be carefully wrapped up and sent to the surface, to be taken home in an ambulance or to the mining hospital, as may be desired, without expense to the injured party.

SEC. 3. Where accident to any employee involves injury to limbs or causes loss of blood, the foreman or his assistants shall see that the bandages, splints and linen shall be applied where necessary to prevent loss of blood and relieve pain. The foreman shall, in all cases, see that the injured person is sent to the surface without delay. He shall also keep a book showing required articles on hand, name of persons injured, nature of injury, treatment, and by whom treated at time of accident.

SEC. 4. It shall be the duty of the mine inspector to visit each of the medical rooms in his district at least once in six months; see that the law is complied with; examine records of the medical room. He shall notify the county coroner of any neglect or noncompliance with the provisions of this act by any operator, which information shall be regarded as evidence on any inquest that may be held on employees, dying from injuries received while working in such anthracite mine.

SEC. 5. The neglect or refusal to perform the duties required to be performed by any section of this act by the parties therein required to perform them or the violation of any of the requirements hereof, shall be deemed a misdemeanor, and shall, upon conviction thereof in the court of quarter sessions of the county wherein the misdemeanor was committed, be punishable by a fine not exceeding five hundred dollars, or imprisonment in the county jail for a period not exceeding six months, or both, at the discretion of the court.

SEC. 6. For any injury to employees, occasioned by any violation of the act, or any failure to comply with its provisions, by any owners, operators or superintendent of any coal mine or colliery, a right of action shall accrue to the party injured against said owner or operator, for any direct injuries he may have sustained thereby; and in case of loss of life, limb or bodily power, by reason of such neglect or failure aforesaid, a right of action shall accrue to the person, widow or lineal heirs, for the recovery of damages for the injury he or they shall have sustained.

SEC. 7. The term "coal mine," as herein used, includes the shafts, slopes, drifts or inclined planes, connected with the excavations penetrating coal stratum or strata, which excavations are ventilated by one general air current, or division thereof, and connected by one general system of mine railroads, over which coal may be delivered to one or more parts outside the mine. The term "mine foreman" means the person who shall have, on behalf of the operators, immediate supervision of a coal mine.

The term "operator" means any firm, corporation or individual operating any coal mine. The term "anthracite mine" shall include any coal mine not now included in the bituminous boundaries.

SEC. 8. All acts or parts of acts inconsistent herewith be and the same are hereby repealed, and all local laws inconsistent herewith are hereby repealed.

Approved the 29th day of May, A. D. 1901.

ACT No. 245.—*Examination, licensing, etc., of plumbers.*

SECTION 1. From and after the passage of this act, it shall not be lawful for any person or persons to carry on, or work at the business of, plumbing or house drainage in cities of the second class of this Commonwealth, until a certificate or license to engage in or work at said business shall have been granted said persons by the director of the department of public safety of such cities; nor until they have registered as such in the office of the board, or bureau, of health of said cities.

SEC. 2. All and every person or persons, engaged or engaging in the business or work of plumbing and house drainage in said cities, shall apply in writing to the said director of the department of public safety for such certificate or license; and if, after proper examination made by the board or bureau of health of said cities, such person or persons so applying shall be found competent, the same shall be certified to the director of said department, who shall thereupon issue a certificate or license to such person or persons, which shall entitle him or them to carry on said business, or work at the same. A register of all such applicants and the license or certificates issued shall be kept in said department, which said register shall be open to the inspection of all persons interested therein. The director of the department of public safety is hereby authorized to appoint a board of examiners; to consist of the health officer or superintendent of the board, or bureau, of health, one plumbing inspector, and two competent plumbers in no wise connected with the city government, who shall examine all applicants for license under the provisions of this act. The said board shall make all reasonable rules, regulations and examinations, which shall be approved by the said director. An examination of any one member of a firm or corporation, or of the superintendent or foreman thereof, shall be deemed sufficient. Said person or persons, firm or corporation, engaged or engaging in the business of plumbing or house drainage, shall pay for each examination the sum of five dollars, and each journeyman or person engaged in the work shall pay the sum of fifty cents, which sum shall be paid into the city treasury, for the use of said cities. The proper officers of said cities are hereby authorized to pay the plumbers acting on said board the sum of five dollars per day, for each day or session thus actually employed. The license or certificate granted under the provisions of this act may be revoked for a period of ninety days, by the director of the department of public safety, when any person or persons shall violate any of the provisions of this act, or for any other reasonable cause.

SEC. 71. Any person or persons who shall fail to comply with any of the provisions of this act, regarding the procuring of a certificate or license to engage in or work at the business of plumbing or house drainage, shall be liable to a fine of not less than ten dollars, nor exceeding fifty dollars, for each and every day he or they shall engage in or work at said business without having first obtained said certificate or license; * * * which fines shall be recoverable before any alderman or police magistrate in said cities, by summary proceeding, and shall be sued for in the name of said cities, and when collected shall be paid into the treasury thereof.

SEC. 72. All acts or parts of acts inconsistent with the provisions of this act or supplied thereby, are hereby repealed.

Approved the 7th day of June, A. D. 1901.

ACT No. 255.—*Mine regulations—Inspection.*

SECTION 1. Article two of an act, entitled "An act to provide for the health and safety of persons employed in and about the anthracite coal mines of Pennsylvania, and for the protection and preservation of property connected therewith," approved the second day of June, Anno Domini one thousand eight hundred and ninety-one, [shall] be amended so as to read as follows:

Article II.—Inspectors and Inspection Districts.

Section 1. The counties of Luzerne, Lackawanna, Carbon, Schuylkill, Northumberland and Columbia, shall be divided into six inspection districts, as follows:

Sec. 2. First district—The county of Luzerne. Second district—The county of Lackawanna. Third district—The county of Carbon. Fourth district—The county

of Schuylkill. Fifth district—The county of Northumberland. Sixth district—The county of Columbia.

Sec. 3. In order to fill any vacancy that may occur in the office of inspector of mines by reason of the expiration of term, resignation, removal for cause or from any other reason whatever, the judges of the court of Lackawanna County shall appoint an examining board for the county of Lackawanna, and the judges of the court of Luzerne County shall appoint an examining board for the counties of Carbon and Luzerne, and the judges of Schuylkill County shall appoint an examining board for the counties of Schuylkill, Northumberland and Columbia.

Sec. 4. The said board of examiners shall be composed of three reputable coal miners in actual practice and two reputable mining engineers, all of whom shall be appointed at the first term of court in each year, to hold their places during the year. Any vacancies that may occur in the board of examiners shall be filled by the court as they occur. The said board of examiners shall be permitted to engage the services of a clerk, and they, together with the clerk, shall each receive the sum of five (5) dollars per day for every day they are actually engaged in the discharge of their duties under this appointment, and mileage at the rate of six cents per mile from their home to the place of meeting and return, by the nearest practicable railway route.

Sec. 5. Whenever candidates for the office of inspector are to be examined, the said examiner[s] shall give public notice of the fact in not more than five newspapers published in the inspection district, and at least two weeks before the meeting, specifying the time and place where such meeting shall be held. The said examiners shall be sworn to a faithful discharge of their duties, and at least four of them shall sign a certificate, setting forth the fact of the applicants having passed a successful examination, and who have answered ninety per centum of the questions; the names of the applicants, the questions asked and answered thereto, shall be sent to the secretary of the Commonwealth, and published in at least two papers, daily or weekly, and shall give such certificate to only such applicant as has passed the required examination.

Sec. 6. The said board of examiners shall hold at least one such examination during each year, at least six months before the date of the general election, in the month of November of each year.

Sec. 7. At the next general election in November, the qualified voters of the first inspection district shall elect five qualified persons to act as mine inspectors of this Commonwealth; the qualified voters of the second inspection district shall elect four qualified persons to act as mine inspectors of this Commonwealth; the qualified voters of the third inspection district shall elect one qualified person to act as mine inspector of this Commonwealth; the qualified voters of the fourth inspection district shall elect four qualified persons to act as mine inspectors of this Commonwealth; the qualified voters of the fifth inspection district shall elect one qualified person to act as mine inspector of this Commonwealth: *Provided,* That the present mine inspectors in the several inspection districts shall continue in office until the expiration of the terms for which they have been appointed, and the number of inspectors to be elected at the coming election shall be reduced by the number of inspectors now regularly appointed and serving in said districts. When the terms of the present inspectors shall expire, their successors shall be elected in accordance with the provisions of this act. At the said first election under this act in November, anno Domini one thousand nine hundred and two, for said inspectors, the qualified electors of the first inspection district shall elect two inspectors; the qualified electors of the second inspection district shall elect two inspectors; the qualified electors of the fourth inspection district shall elect two inspectors; the qualified electors of the fifth inspection district shall elect one inspector, and the qualified electors of the sixth inspection district shall elect one inspector. At the expiration of the term of office of any of the present inspectors, who hold office under the appointment of the governor of the Commonwealth, the qualified electors of the third inspection district shall elect one inspector, and as further vacancies are caused by the expiration of the term of office of the present inspectors, the qualified electors of the several inspection districts shall elect inspectors to take their places, beginning with the first inspection district, then the second inspection district, third inspection district, fourth inspection district, fifth inspection district, and sixth inspection district, until each inspection district has its full quota of elected inspectors under this act. Said inspectors, elected under this act, shall be under the direction of the chief of the bureau of mines, who shall assign districts to the several inspectors in the respective counties in which they are elected.

Sec. 8. Candidates for the office of mine inspector shall file with the county commissioners a certificate from the mine examining board, as above set forth, before their names shall be allowed to go upon the ballot as provided by the county com-

missioners for the general election; and the name of no person shall be placed upon the official ballot except such as has filed the certificate as herein required; and no person shall be qualified to act as such mine inspector unless such certificate has been previously filed with the county commissioners of his county.

Sec. 9. The person so elected must be a citizen of Pennsylvania and shall have attained the age of thirty years. He must have a knowledge of the different systems of work in coal mines, and he must produce satisfactory evidence to the board of examiners of having had at least five years practical experience in anthracite coal mines of Pennsylvania. He must have had experience in coal mines where noxious and explosive gases are evolved.

Before entering upon the duties of his office he shall take an oath or affirmation, before an officer properly qualified to administer the same, that he will perform his duties with fidelity and impartiality; which oath or affirmation shall be filed in the office of the prothonotary of the county. He shall provide himself with the most modern instruments and appliances for carrying out the intentions of this act.

Sec. 10. The salary of each of the said inspectors shall be three thousand dollars per annum, which salary, together with the expenses incurred in carrying into effect the provisions of this act, shall be paid by the State treasurer out of the treasury of the Commonwealth upon the warrant of the auditor general.

Sec. 11. Each of the said inspectors shall hold said office for a term of three years from the first Monday of January immediately succeeding his election to said office, and until his successor is duly elected and qualified.

Sec. 12. It shall be the duty of the chief of bureau of mines and mining to direct one or more of the inspectors who shall be elected under this act, and it shall be the duty of said inspectors to obey said orders of the said chief of bureau of mines and mining, to inspect such collieries as come under the act to which this act is an amendment in counties not mentioned in this amendment to said act, in such manner and at such times as is required by law, and the inspector inspecting said collieries shall make and include in his return a due report of said inspection.

Sec. 13. In case of death, resignation, removal from office, or other vacancies in the office of mine inspector before the expiration of said term of office, the judges of the court of common pleas of the county in which said vacancy occurs shall appoint a duly qualified person to fill said vacancy for the unexpired term. Said appointee to be one of the persons having filed with the county commissioners of said county a certificate from the board of examiners, showing he passed a successful examination before the said board, and is duly qualified as hereinbefore mentioned.

Sec. 14. In case the inspector becomes incapacitated to perform the duties of his office for a longer period than two weeks, it shall be the duty of the judges of the court of common pleas of the county from which said inspector was elected to deputize some competent person, recommended by the board of examiners, to fill the office of inspector until the said inspector shall be able to fulfill the duties of his office, and the person so appointed shall be paid in the same manner as is provided for the inspector of mines.

Sec. 15. Each of the said inspectors shall reside in the district for which he is elected, and shall give his whole time and attention to the duties of his office. He shall examine all the collieries in his district at least once every two months, as often in addition thereto as the necessities of the case or the condition of the mines require. He shall see that every necessary precaution is taken to secure the safety of the workmen and that the provisions of this act are observed and obeyed; and he shall personally visit each working face, and see that the air current is carried to the working faces and is of sufficient quantity or volume to thoroughly ventilate the places. He shall every three months make a report of the condition of each working face in each colliery, on a form to be furnished to the inspectors by the chief of the bureau of mines and mining, designating the gangway in which the working is situated, and the breast number of said working and their condition shall be designated by the words good, fair, or bad, as the circumstances may warrant; and the said report, or a duplicate, shall be placed in a weather and dust proof case, with a glass front; said case to be furnished by the operator, and placed in a conspicuous place at each mine opening, shaft, slope or drift, so that the workmen have easy access thereto. He shall certify in said report that the employees are hoisted to the surface of the ground or given access thereto according to law; he shall attend every inquest held by the coroner or his deputy upon the bodies of persons killed in or about the collieries in his district; he shall visit the scene of the accident, for the purpose of making an examination into the particulars of the same, wherever loss of life or serious personal injury occurs, as elsewhere herein provided for, and make an annual report of his proceedings to the secretary of internal affairs of the Commonwealth at the close of every year, enumerating all the accidents in and about the collieries of his district, marking in tabular form those accidents causing death or serious personal injury,

the condition of the workings of the said mines with regard to the safety of the workmen therein and the ventilation thereof, and the results generally shall be fully set forth; and such other duties as now are or hereafter may be required by law.

Sec. 16. The nomination and election of said mine inspectors shall be under the general election laws of this Commonwealth.

Sec. 17. The mine inspector shall have the right, and it is hereby made his duty, to enter, inspect and examine any mine or colliery in the territory allotted to him and the workings and machinery belonging thereto, at all reasonable times, either by day or by night, but not so as to obstruct or impede the working of the colliery, and shall have power to take one or more of his fellow inspectors into or around any mine or colliery in the territory allotted to him, for the purpose of consultation or examination.

He shall also have the right, and it is hereby made his duty, to make inquiry into the condition of such mine or colliery workings, machinery, ventilation, drainage, method of lighting or using lights, and into all matters and things connected with or relating to, as well as to make suggestions providing for, the health and safety of persons employed in or about the same, and especially to make inquiry whether the provisions of this act have been complied with.

The owner, operator or superintendent of such mine or colliery is hereby required to furnish the means necessary for such entry, inspection, examination, inquiry and exit.

The inspector shall make a record of the visit, noting the time and material circumstances of the inspection.

Sec. 18. No person who shall act or practice as a land agent, or as a manager or agent of any coal mine or colliery, who is pecuniarily interested in operating any coal mine or colliery, shall at the same time hold the office of inspector of mines under this act.

Sec. 19. Whenever a petition signed by fifty or more reputable coal miners, or by fifteen or more reputable coal operators, or more, or both, setting forth that any inspector of mines neglect[s] his duties, or is incompetent, or is guilty of malfeasance in office, it shall be the duty of the court of common pleas [of the county?] from which said inspector was elected to issue a citation, in the name of the Commonwealth, to the said inspector to appear at not less than five days' notice, on a day fixed, before said court, and the court shall then proceed to inquire into and investigate the allegations of the petitioners. If the court finds that the said inspector is neglectful of his duties, or is incompetent to perform the duties of his office for any cause that existed previous to his election, or that has arisen since his election, or that he is guilty of malfeasance in office, the court shall declare the said inspector removed from office and proceed to fill the vacancy. The cost of said investigation shall be borne by the removed inspector; but if the allegations in the petition are not sustained, the cost shall be paid by the treasurer of this Commonwealth upon warrant of the auditor general, or by the petitioners in case the court finds that there was no probable ground for said charge.

Sec. 20. The maps and plans of the mines and the records thereof, together with all the papers relating thereto, shall be kept by the inspector, properly arranged and preserved, in a convenient place in the territory to which the inspector has been allotted, and shall be transferred by him, with any other property of the Commonwealth that may be in his possession, to his successor in office.

Sec. 21. This act shall go into effect from the first day of January, Anno Domini one thousand nine hundred and two.

Sec. 22. All acts and parts of acts inconsistent with the provisions of this act are hereby repealed.

Approved the 8th day of June, A. D. 1901.

ACT No. 290.—*Payment of wages—Taxation of unredeemed scrip.*

SECTION 1. Every person, firm, partnership, corporation, or association shall, upon the first day of November of each and every year make a report, under oath or affirmation, to the auditor general, of the number and amount of all orders, checks, dividers, coupons, pass-books, and all other books and papers, representing the amount, in part or whole, of the wages or earnings of an employee, that was given, made or issued by him, them or it for payment of labor, and not redeemed by the said person, firm, partnership, corporation, or association, giving, making or issuing the same, by paying to the employee or a member of his family the full face value of said order, check, divider, coupon, pass-book, or other paper, representing an amount due for wages or earnings, in lawful money of the United States, within (30) days from the giving, making or issuing thereof; the honoring, though, of said order, check, divider, coupon, pass-book, or other paper, representing an amount due for

wages or earnings, by a duly chartered bank, by the payment in lawful money of the United States, to the amount of said paper, representing an amount due for wages or earnings, is a payment, and he, they or it shall, besides other requirements of law, pay into treasury of the Commonwealth 25 per centum on the face value of such orders, checks, dividers, coupons, pass-books, or other paper, representing an amount due for wages or earnings, not redeemed as aforesaid; and in case any person, firm, partnership, corporation, or association shall neglect or refuse to make report, required by this section, to the auditor general, on or before the first day of December of each and every year, such person, firm, partnership, corporation, or association, so neglecting or refusing, shall, besides other requirements of law, pay as a penalty into the State treasury twenty-five (25) per centum, in addition to the twenty-five (25) per centum tax imposed as aforesaid in this section, on the face value of all such orders, checks, dividers, coupon, pass-books, or other paper, representing an amount due for wages or earnings, not redeemed by paying the employee or a member of his family in lawful money of the United States, within said thirty (30) days, by the person, firm, partnership, corporation, or association making, giving, or issuing the same; the honoring of paper, representing wages or earnings, by a bank is a sufficient payment: *Provided*, This act shall not apply to tools and blasting material, and other mine supplies, furnished by the employer to the employee, used by the employee at or about the employee's vocation; "nor to coal sold by the employer to the employee, nor to rent for houses leased from the employer and occupied by the employee:" *And provided further*, That this act shall not apply to moneys paid to the treasurers of the employees about coal mines, who have agreed to have a pro rata part of their earnings paid by the operator to such treasurers, who are to pay check-weighmen or check-measurers.

SEC. 2. All acts or parts of acts inconsistent herewith are hereby repealed.

Approved the 24th day of June, A. D. 1901.

RHODE ISLAND.

ACTS OF 1901.

CHAPTER 809.—*State officers, etc.*

SECTION 12. Section 3 of chapter 68 of the General Laws is hereby amended so as to read as follows:

Section 3. There shall be two factory inspectors, one of whom shall be a woman. The factory inspectors in office at the passage of this act shall continue to hold their offices for the remainder of the terms for which they were respectively appointed. At the January session of the general assembly in the year A. D. 1903, and in each third year thereafter, the governor, with the advice and consent of the senate, shall appoint two persons to be factory inspectors to succeed the factory inspectors then in office; and the persons so appointed shall hold their offices until the first day of February in the third year after their appointment.

Any vacancy which may occur in said offices when the senate is not in session shall be filled by the governor until the next session thereof, when he shall, with the advice and consent of the senate, appoint some person to fill such vacancy for the remainder of the term. The said inspectors shall be empowered to visit and inspect, at all reasonable hours and as often as practicable, the factories, workshops, and other establishments in the State employing women or children, and shall make a report to the general assembly at its January session in each year, including in said report the names of the factories, the number of such hands employed, and the number of hours work performed each week. It shall also be the duty of said inspectors to enforce the provisions of this chapter and to prosecute all violations of the same before any court of competent jurisdiction in the State. The said inspectors shall devote their whole time and attention to the duties of their respective offices. In case of any conflict of authority between the said inspectors, either of them may apply for instructions to the governor, whose decision of the controversy, after hearing the statement of each inspector and making such further investigation of the circumstances as he may deem necessary, shall be final.

SEC. 13. Section 1 of chapter 70 of the General Laws is hereby amended so as to read as follows:

Section 1. There shall be a commissioner of industrial statistics who shall perform the duties enumerated in this chapter and such others as are or may be from time to time provided by law. The person holding that office at the passage of this act shall continue to hold the same for the remainder of the term for which he was appointed. At the January session of the general assembly in the year A. D. 1901,

and in every second year thereafter, the governor, with the advice and consent of the senate, shall appoint some person to be commissioner of industrial statistics to succeed the person then holding such office; and the person so appointed shall hold his office until the first day of February in the second year after his appointment. Any vacancy which may occur in said office when the senate is not in session shall be filled by the governor until the next session thereof, when he shall, with the advice and consent of the senate, appoint some person to fill such vacancy for the remainder of the term. The commissioner of industrial statistics shall be *ex-officio* superintendent of the census of the State and shall perform the duties prescribed in chapter sixty-nine, and in addition thereto he shall collect, arrange, tabulate, and publish, in a report by him to be made to the general assembly annually in January, the facts and statistical details in relation to the condition of labor and business in all mechanical, manufacturing, commercial, and other industrial business of the State, and especially in relation to the social, educational, and sanitary condition of the laboring classes, with such suggestions as he may deem to be proper for the improvement of their condition and the bettering of their advantages for intellectual and moral instruction, together with such other information as he may deem to be useful to the general assembly in the proper performance of its legislative duties in reference to the subjects in regard to which he is required to report.

Passed January 29, 1901.

CHAPTER 841.—*Exemption from execution, etc.—Wages.*

SECTION 1. Clause 12 of section 5 of chapter 255 of the General Laws as amended by chapter 751 of the Public Laws, passed May 4, 1900, is hereby amended so as to read as follows:

Clause 12. The salary or wages due or payable to any debtor not exceeding the sum of ten dollars, except when the cause of action is for necessaries furnished the defendant, in which case costs shall in whole or in part or not all be allowed in the discretion of the court.

SEC. 2. This act shall take effect on and after its passage, and all acts and parts of acts inconsistent herewith are hereby repealed.

Passed March 28, 1901.

CHAPTER 921.—*Factories and workshops—Elevators.*

SECTION 1. Section 16 of Chapter 108 of the General Laws shall be amended so as to read as follows:

Section 16. All hoistway and elevator openings through floors where there is no shaft shall be protected by sufficient railings, gates, trapdoors or, other mechanical devices equivalent thereto, and the same shall be kept closed in the night time or when not in use. Every passenger elevator, except plunger-elevators, shall be provided with some safety arrangement to prevent falling, and every passenger elevator shall be fitted with some mechanical device to prevent the elevator car from being started until the door or doors opening into the elevator shaft are closed; and no person under the age of eighteen years shall take charge of or operate any passenger elevator. Every person using or operating any elevator contrary to the provisions of this and the preceding section shall be fined not less than fifty nor more than one hundred dollars for each day that the same shall be so used or operated.

SEC. 2. This act shall take effect on and after the first day of January, A. D. 1902, and all acts and parts of acts inconsistent herewith are hereby repealed.

Passed November 22, 1901.

SOUTH CAROLINA.

ACTS OF 1901.

ACT No. 374.—*Convict labor—Chain gangs.*

SECTION 1. The authorities governing any city, town or village situated in counties where county chain gangs do not exist, if they see fit so to do, may establish and operate a chain gang for the purpose of working the streets of such city, town or village, and the public roads leading into such city, town or village.

SEC. 2. All able-bodied male persons convicted before the court of magistrates in counties where no county chain gang exists, shall be sentenced according to law, to work upon the chain gang established under this act, by the city, town or village nearest the office of the magistrate sentencing such person.

SEC. 3. All able-bodied male persons convicted before the court of general sessions of counties not having county chain gangs, who are sentenced for a period of one year or less, shall be sentenced to work upon some one of the chain gangs established under this act.

SEC. 4. If after the passage of this act, any county which has not already established a county chain gang, should hereafter establish a county chain gang, then this act shall not apply to such county. And if after the passage of this act any county should abandon the county chain gang, then and in that event this act shall immediately become operative and of full force and effect as to such county so abandoning the county chain-gang system.

SEC. 5. All acts and parts of acts inconsistent with this act are hereby repealed.

Approved the 19th day of February, A. D. 1901.

ACT No. 378.—*Convict labor on public roads, etc.*

SECTION 1. From and after the passage of this act, the superintendent and directors of the State penitentiary are hereby authorized and required to hire out to such of the several counties of this State, as may desire them, all able-bodied male convicts to hard labor in said institution to work on the public highways or the sanitary drainage in said counties as can be spared from the State farms, and departments connected with the State penitentiary, and the convicts sentenced to hard labor in the State penitentiary shall not be hired out for farming purposes, and when hired out to the counties as aforesaid, the compensation for their services shall be at the rate of four dollars per month, with board, lodging, clothing and medical attendance: *Provided*, That nothing herein contained shall apply to contracts now in force.

Approved the 21st day of February, A. D. 1901.

ACT No. 405.—*Rights and remedies of employees on street railways.*

SECTION 1. On and after the passage of this act, every employee of any street railway doing business in this State shall have the same rights and remedies for an injury suffered by any person from the acts of omission of said corporations, or its employees, as are provided by the constitution for employees of railroad corporations.

Approved the 20th day of February, A. D. 1901.

ACT No. 432.—*Payment of wages in scrip.*

SECTION 1. It shall not be lawful for any corporation, person or firm in this State to issue, pay out or circulate for payment of the wages of labor, any order, check, memorandum, token or evidence of indebtedness, payable in whole or in part otherwise than in lawful money of the United States, unless the same is negotiable and redeemable at its face value, without discount, in cash or in goods, wares or merchandise or supplies, at the option of the holder, at the store or other place of business of such firm, person or corporation, or at the store of any other person on whom such paper may be drawn, where goods, wares or merchandise are kept for sale, sold or exchanged, and the person who, or corporation, firm or company, which may issue any such order, check, memorandum, token or other evidence of indebtedness, shall, upon presentation and demand, within thirty days from date of delivery thereof, redeem the same in goods, wares, merchandise or supplies at the current cash market price for like goods, wares, merchandise or supplies, or in lawful money of the United States, as may be demanded by the holder of any such order, memorandum, token or other evidence of indebtedness: *Provided*, That if said corporation, person or firm engaged as specified in this section have a regular pay day once in every thirty days, then said corporation, person or firm shall not be required to redeem such token or evidence of indebtedness in cash until the first pay day after the same becomes payable, as herein provided, and such token or evidence of indebtedness shall be presented for payment in cash only on such pay days: *Provided*, That the provisions of this act shall not apply to agricultural contracts or advances made for agricultural purposes.

SEC. 2. Any officer or agent of any corporation or any person, firm or company engaged in the business of manufacturing or mining in this State, who by themselves or agent shall issue or circulate in payment for wages of labor any order, check, memorandum, token or evidence of indebtedness, payable in whole or in part otherwise than in lawful money of the United States, without being negotiable and payable at the option of the holder in goods, wares, merchandise, supplies or lawful money of the United States, as required by section 1 of this act, or who shall fail to

redeem the same when presented for payment within thirty days from date or delivery thereof, by the said company or its agent, at his or their office or place of business, in lawful money of the United States, or who shall compel or attempt to coerce any employee of any such corporation, shall forfeit to the employee fifty dollars to be recovered in any court of competent jurisdiction.

SEC. 3. This act shall take effect immediately upon its approval by the governor, and all acts and parts of acts inconsistent with this act are hereby repealed.

Approved the 20th day of February, A. D. 1901.

SOUTH DAKOTA.

ACTS OF 1901.

CHAPTER 113—CHAPTER VII.

Employment of children.

SECTION 3. No child between eight and fourteen years of age shall be employed in any mine, factory or workshop or mercantile establishment, or, except by his parent or guardian, in any other manner during the hours when the public schools in the city, town, village or district, are in session unless the person, firm or corporation employing him shall first procure a certificate from the superintendent of the schools of the city, town or village, if one be employed, otherwise from the clerk of the school board or board of education, stating that such child has attended school for the period of twelve weeks during the year, as required by law, or has been excused from attendance as provided in section 1 of this article; and it shall be the duty of such superintendent or clerk to furnish such certificate upon application of the parent, guardian or other person having control of such child, entitled to the same. Every owner, superintendent or overseer of any mine, factory, workshop, or mercantile establishment, and any other person who shall employ any child between eight and fourteen years of age contrary to the provisions of this article, shall be deemed guilty of a misdemeanor, and for every such offense shall upon conviction thereof, be fined not less than ten ($10) dollars nor more than twenty ($20) dollars and costs.

Approved March 5, 1901.

TENNESSEE.

ACTS OF 1901.

CHAPTER 8.—*Hours of labor on public roads.*

SECTION 3. * * * It is hereby declared that eight hours shall constitute a day's work. * * *

CHAPTER 34.—*Employment of children—Age limit.*

SECTION 1. Chapter 159 of the Acts of 1893, is hereby amended so as to read as follows:

That it shall be unlawful for a proprietor, foreman, owner or other person to employ any child less than 14 years of age in any workshop, factory or mine in this State; that unless said proprietor, foreman or owner shall know the age of the child, it shall be his or their duty to require the parent or guardian to furnish a sworn statement of its age, and any swearing falsely to such by the parent or guardian shall be perjury and punishable as such.

That any proprietor, foreman or owner employing a child less than 14 years of age in conflict with the provisions of this act, except where such proprietor, foreman or owner has been furnished with a sworn statement of guardian or parent, that the child is more than 14 years of age, shall be guilty of a misdemeanor, and upon conviction, shall be fined not less than $25 and not more than $250.

That the grand jury shall have inquisitorial powers to investigate violations of this act, and that judges of the circuit and criminal courts of the State shall specially charge the grand jury at the beginning of each term of the court to investigate violations of this act.

SEC. 2. This act [shall] take effect from and after its passage, the public welfare requiring it.

Passed April 5, 1901. Approved April 10, 1901.

CHAPTER 37.—*Mine regulations—Examination, licensing, etc., of mine foremen and assistants.*

SECTION 1. It shall be unlawful, neither shall it be permitted for any person or persons to act as mine foremen, or assistant mine foremen, of any coal mine of this State unless they are registered as a holder of a certificate of qualification under this act.

SEC. 2. A certificate of qualification to mine foremen, and assistant mine foremen shall be granted by the secretary of state to every applicant who may be reported by the examiners, as hereinafter provided, as having passed a satisfactory examination and given satisfactory evidence of at least five (5) years' practical experience as a miner, and of good conduct, capability and sobriety. The certificates shall be in manner and form as shall be prescribed by the secretary of state, and a record of all certificates issued shall be kept in his department.

SEC. 3. For the purpose of examination of candidates for such certificates a board of examiners shall be appointed, to consist of the commissioner of labor and mine inspector, who shall act as *ex-officio* and be chairman of said board, one practical miner and one owner, operator or superintendent of a mine; said miner and owner, operator or superintendent shall be appointed by the governor for two years.

Meetings of said board may be held at any time, and they may make such rules and conduct such examinations as in their judgment may seem proper, for the purpose of such examination. Place of holding such examination shall be as nearly as possible the center of the mining region of the State. Said board shall report their action to the secretary of state, and at least two (2) of the members thereof shall certify to the qualification of each candidate, who passes such examination. The traveling expenses of said miner, and owner, operator or superintendent of the board, together with four dollars for each day they are actually engaged therein, not to exceed twenty (20) days in all during the two years, shall be paid by the State upon the certificate of the chairman of said board, who shall act without extra pay, but in no case can said members draw more money for their work than is collected as fees and paid into the treasury by said board.

SEC. 4. Said certificates shall contain the full name, the age and place of birth of the applicant, as also the length and nature of his previous service in or about the coal mines, and the secretary of state shall keep a record in his department of all certificates issued.

SEC. 5. Before certificate, as aforesaid, shall be granted, the applicants for same shall pay to the board of examiners the following sum as fee, namely: Two dollars for examination, to be paid before examination; one dollar for registration of certificate, and one dollar for certificate. All fees so collected shall be paid by the chairmen of said board, with the treasurer of the State.

SEC. 6. No mine shall be operated for a period longer than thirty (30) days without such certified mine foreman. The owner, operator or superintendent thereof shall be subject to a fine of twenty dollars per day for each day after the said thirty (30) days, during which the said mine is operated.

SEC. 7. In case of the loss or destruction of a certificate the secretary of state may supply a copy thereof to the person losing same, upon the payment of the sum of fifty cents; *Provided*, It shall be shown to the satisfaction of the secretary that the loss has actually occurred.

SEC. 8. If any person or persons shall forge or counterfeit a certificate, or knowingly make or cause to be made any false statement in any certificate, under this act, or in any official copy of the same, or shall urge others to do so, or shall utter or use any such forged or false certificate or unofficial copy thereof, or shall make, give, utter, produce, or make use of any false declaration, representation or statement in any such certificate or copy thereof, or any document containing the same, he, or they, shall be guilty of a misdemeanor, and upon conviction, shall be fined not less than two hundred dollars or imprisoned for a term not exceeding six months, nor less than three months, or both, at the discretion of the court.

SEC. 9. Any person who shall act as mine foreman, or assistant mine foreman, for a period of more than thirty days, without being the holder of a certificate, as herein provided, shall be guilty of a misdemeanor, and upon conviction, shall be fined not less than fifty dollars and imprisonment at the discretion of the court.

SEC. 10. This act [shall] take effect on and after the first day of September, 1901, the public welfare requiring it.

Passed April 9, 1901. Approved April 20, 1901.

CHAPTER 69.—*Protection of street railway employees—Inclosed platforms.*

SECTION 1. Street car companies operating street cars by electricity, by cable, by horse power, or by any other motive power requiring the operator to be on the front of

the car and outside the main body thereof, shall equip all cars with vestibules, so as to protect employees from wind and rain: *Provided*, That this act shall not include the closing of the sides of the cars: *And, provided further*, That this act shall not apply to cars operated from the fifteenth of March to the first of November.

SEC. 2. Street car companies which fail to observe and comply with provisions of the first section of this act shall be guilty of a misdemeanor, and upon conviction thereof shall be fined not less than one hundred dollars nor more than five hundred dollars for each offense.

SEC. 3. This act shall take effect from and after its passage, the public welfare requiring it.

Passed April 20, 1901. Approved April 22, 1901.

CHAPTER 92.—*Mine regulations—Inspection, etc., of oil.*

SECTION 1. Only a pure animal or vegetable oil, or other oil as free from smoke as a pure animal or vegetable oil, and not the product or by-product of rosin, and which shall, on inspection, comply with the following test, shall be used for illuminating purposes in the mines of the State: All such oils must be tested at 60 degrees Fahrenheit. The specific gravity of the oil must not exceed 24 degrees Tagliabue. The test of the oil must be made in a glass jar one and five-tenth inches in depth. If the oil to be tested is below 45 degrees Fahrenheit in temperature it must be heated until it reaches about 80 degrees Fahrenheit, and should the oil be above 45 degrees and below 60 degrees Fahrenheit, it must be raised to a temperature of about 70 degrees Fahrenheit, when, after being well shaken, it should be allowed to cool gradually to a temperature of 60 degrees Fahrenheit before finally being tested. In testing the gravity of the oil, the Tagliabue hydrometer must be, when possible, read from below, and the last line which appears under the surface of the oil shall be regarded as the true reading. In case the oil under test should be opaque or turbid, one-half of the capillary attraction shall be deemed and taken to be the true reading. Where the oil is tested under difficult circumstances, an allowance of one-half degree may be made for possible error in parallax, before condeming the oil, for use in the mine.

All oil sold to be used for illuminating purposes in the coal mines of this State shall be contained in barrels or packages branded conspicuously with the name of the dealer, the specific gravity of the oil, and the date of the shipment.

SEC. 2. Any person or persons, firm or corporation which ships any oil contained in any barrel or barrels, package or packages, which are not branded as prescribed in section 1, said oil to be used for illuminating purposes in coal or other mines; and any person or persons, firms or corporations which sell any oil other than that prescribed in section 1, to be used for illuminating purposes in coal mines; and any person, firm or corporation having in charge the operation or running of any coal mine, under his or its charge, uses or permits the use of any oil other than that prescribed in section 1, and any miner or mine employee who uses, with a knowledge of its character, in any coal mine in this State, any other oil than that prescribed in section 1, shall be guilty of a misdemeanor, and on conviction, shall be fined for each offense not less than fifty nor more than two hundred dollars, or shall be imprisoned in the county jail not less than three nor more than twelve months, or by both such fine and imprisonment.

SEC. 3. It shall be the duty of the State mine inspector, in person, or by some person designated by him, to inspect oils being used by mines to determine if the grade is of the standard described in section 1 of this act; said inspection to be made at the pleasure of the coal mine inspector, or person designated by him. Should he find the grade of oil used below the grade fixed in this act, he shall notify the owner, agent or operator of the mine, and also notify the miners using the oil that the quality is inferior, and if change is not made as soon as practicable, be shall notify the prosecuting attorney of the county in which the mine is located, giving him all the facts, and the prosecuting attorney shall forthwith proceed to enforce the provisions of this act.

SEC. 4. This act [shall] take effect three months after its passage, the public welfare requiring it.

Passed January 31, 1901. Approved February 5, 1901.

CHAPTER 104.—*Deception, unlawful force, etc., in procuring employees.*

SECTION 1. It shall be unlawful for any person, persons, company, corporation, society, association or organization of any kind doing business in this State by him-

self, themselves, his, its or their agents or attorneys, to induce[,] influence, persuade or engage workmen to change from one place to another in this State, or to bring workmen of any class or calling into this State to work in any of the departments of labor in this State through or by means of false or deceptive representations, false advertising or false pretenses, concerning the kind and character of the work to be done, or amount and character of the compensation to be paid for such work, or the sanitary or other conditions of the employment, or as to the existence or nonexistence of a strike, or other trouble pending between employer or employees, at the time of or prior to such engagement. Failure to state in any advertisement, proposal or contract for the employment of workmen that there is a strike, lockout or other labor troubles at the place of the proposed employment, when in fact such strike, lockout or other labor troubles then actually exist at such place, shall be deemed as false advertisement and misrepresentation for the purposes of this act.

SEC. 2. Any person, persons, company, corporation, society, association or organization of any kind, doing business in this State, as well as his, their or its agents, attorneys, servants, or associates, found guilty of violating section 1 of this act, or any part thereof, shall be fined not less than $500, or confined in the county jail not exceeding one year, or both, where the defendant or defendants is or are a natural person or persons.

SEC. 3. Any person or persons who shall in this or another State, hire, aid, abet or assist in hiring, through agencies or otherwise, persons to guard with arms or deadly weapons of any kind for any such purpose without a permit from the governor of this State, shall be guilty of a felony, and on conviction thereof, shall be imprisoned in the penitentiary not less than one year, nor more than five years; *Provided,* That nothing contained in this act shall be construed to interfere with the right of any person, persons, or company, corporation, society, association or organization in guarding or protecting their private property or private interests, as is now provided by law; but this act shall be construed only to apply in cases where workmen are brought into this State, or induced to go from one place to another in this State by any false pretenses, false advertising or deceptive representations, or brought into this State under arms, or removed from one place to another in this State under arms.

SEC. 4. Any workman of this State, or any workman of another who has or shall be influenced, induced or persuaded, to engage with any persons mentioned in section 1 of this act, through or by means of any of the things therein prohibited, each of such workmen shall have a right of action for recovery of all damages that each such workman has sustained in consequence of the false or deceptive representations, false advertising and false pretenses used to induce him to change his place of employment, against any person or persons, corporations, companies or associations, directly or indirectly, causing such damages, and in addition to all actual damages such workmen may have sustained, shall be entitled to recover such reasonable attorney's fees as the court shall fix, to be taxed as costs in any judgment recovered.

SEC. 5. This act [shall] take effect from and after its passage, the public welfare requiring it.

Passed March 12, 1901. Approved March 20, 1901.

CHAPTER 172.—*Mine regulations—Examination, licensing, etc., of mine foremen and assistants.*

SECTION 1. The act entitled "An Act to provide for the health and safety of persons employed in and about the coal mines of this State [etc.]", passed April 9, 1901, and approved 20th day of April, 1901, is hereby amended by adding at the end of section 3 the following: The said board provided for in this act shall grant certificates of two classes, namely: certificates of one class, to be known as class "A", to persons who have had experience in mines, generating gases, or other explosive substances, and who shall have the necessary qualifications to fulfill the duties of mine foremen, and assistant mine foremen in such mines; the other class to be known as class "B", to persons who shall give satisfactory evidence of their ability to act as foremen and assistant foremen in mines, not generating explosive gases, or other explosive substances.

SEC. 2. Said act hereby amended is further amended by striking out "September 1st" in the last or enacting clause of said act, and inserting in lieu thereof, "October 1st," so that said act shall not take effect until after October 1, 1901.

SEC. 3. This act [shall] take effect from and after its passage, the public welfare requiring it.

Passed April 22, 1901. Approved April 22, 1901.

TEXAS.

ACTS OF 1901.

CHAPTER 99.—*Blacklisting.*

SECTION 1. No corporation [,] company, or individual shall blacklist or publish, or caused [cause] to be blacklisted or published, any employee, mechanic, or laborer discharged by such corporation, company or individual with the intent and for the purpose of preventing such employee, mechanic or laborer from engaging in or securing similar or other employment from any other corporation, company or individual.

SEC. 2. If any officer or agent of any corporation, company or individual, or other person, shall blacklist or publish or cause to be blacklisted or published any employee, mechanic or laborer discharged by such corporation, company or individual, with the intent and for the purpose of preventing such employee, mechanic or laborer from engaging in or securing similar or other employment from any other corporation, company or individual, or shall in any manner conspire or contrive by correspondence or otherwise, to prevent such discharged employee from procuring employment, he shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined not less than fifty nor more than two hundred and fifty dollars, or be imprisoned in the county jail not less than thirty nor more than ninety days or both.

SEC. 3. But this act shall not be construed as prohibiting any corporation, company or individual, from giving in writing, on application from such discharged employee, or any corporation, company or individual who may desire to employ such discharged employee, a truthful statement of the reason for such discharge; *Provided*, That said written cause of discharge, when so made by such person, agent, company or corporation, shall never be used as the cause for an action for libel, either civil or criminal, against the person, agent [,] company or corporation so furnishing same.

SEC. 4. He is guilty of blacklisting who places, or causes to be placed, the name of any discharged employee, or any employee who has voluntarily left the service of any individual, firm, company, or corporation on any book or list, or publishes it in any newspaper, periodical [,] letter or circular, with the intent to prevent said employee from securing employment of any kind with any other person, firm, corporation or company, either in a public or private capacity.

SEC. 5. All laws in conflict with the provisions of this act are hereby repealed.

Approved April 17, 1901.

CHAPTER 112.—*Payment of wages in scrip.*

SECTION 1. Hereafter it shall be unlawful for any person, firm, association of persons, corporation, or agent of either, to issue any ticket, check or writing obligatory, to any servant or employee for labor redeemable or payable only in goods or merchandise, and all such tickets, checks or writing obligatory so issued, shall be redeemable and payable in current funds of the United States of America, or in goods or merchandise at the option of the holder thereof. And any contract or agreement to take and receive such tickets, checks or writing obligatory, redeemable only in goods or merchandise shall be null and void, and as against public policy; *Provided*, That this act shall not apply to any person, firm or corporation having a monthly pay-day, and whose employees or laborers are paid regularly once a month in current funds of the United States, and whose checks, coupons and writings obligatory payable in merchandise only, are issued at the instance and request of such laborers or employees made during the current month and before said monthly pay day. This act shall not apply to merchants who issue coupon books to tenants working on farms.

SEC. 2. Any person, or the agent or [of?] any person, firm, association of persons or corporation, who shall violate any provisions in the foregoing section shall be deemed guilty of a misdemeanor and on conviction shall be punished by a fine of not less than five nor more than one hundred dollars, or by imprisonment in the county jail for a period of not less than five nor more than sixty days.

SEC. 3. The fact that there is no law now which protects laborers from the imposition of their employees [employers] by the evils herein sought to be remedied, creates an emergency and an imperative public necessity that the constitutional rule requiring bills to be read on three several days be suspended and that this act take effect and be in force from and after its passage and it is so enacted.

Approved April 18, 1901.

CHAPTER 114.—*Convict labor on public roads.*

SECTION 3. The commissioners court shall require all male county convicts, not otherwise employed, to labor on the public roads, under such regulations as they may prescribe, and each convict so worked shall receive a credit of fifty cents on his fine first and then on the costs, for each day he may labor. * * *

Approved April 18, 1901.

WASHINGTON.

ACTS OF 1901.

CHAPTER 61.—*Examination, licensing, etc., of plumbers.*

SECTION 1. Any person, firm or corporation now, or that may hereafter be engaged in, or working at the business in cities of the first class, this State, either as a master or employing plumber or as a journeyman plumber, shall first secure a license therefor in accordance with the provisions of this act.

SEC. 2. Any person desiring to engage in or work at the business of plumbing, either as a master or employing plumber, or as a journeyman plumber, in any city of the first class, shall apply to the president of the board of health or other officer having jurisdiction in the locality where he intends to engage in or work at such business, and shall at such time and place as may be designated by the board of examiners hereinafter provided for, to whom such application shall be referred, be examined as to his qualifications for such business. In case of a firm or corporation, the examination or licensing of any one member of such firm or the manager of such corporation shall satisfy the requirements of this act: *Provided, however,* That actual work of plumbing may be performed only by persons qualified and licensed as in this act provided: *Provided,* That it shall not be necessary for any person to have a license to make connections with city water mains or make water connections not connecting with sewers; the approval of the work by the city water inspector, or other officer designated in the city, shall be sufficient for the purposes of this act.

SEC. 3. There shall be in every city of the first class, having a system of water supply and sewerage, a board of examiners consisting of the president of the board of health, the inspector of plumbing of said city, if any there be, and three members who shall be practical plumbers (two shall be master plumbers, one shall be a journeyman plumber); the president of the board of health and the inspector of plumbing shall be members, *ex officio,* of said board and serve without compensation: *Provided,* That in localities where the required number of plumbers can not be secured, such vacancies may be filled by the appointment of reputable physicians. Said members shall be appointed by the board of health; if there be no board of health or health officer of said city, the mayor of said city shall, within three months from and after the passage of this act, appoint said board of examiners, for the term of one year, said appointment to date from the first day of July, 1901, and thereafter annually, and said appointed members of such board shall serve without compensation: *Provided,* That if in any such city there is no inspector of plumbing, said board of health shall appoint a fourth member of said board of examiners, who shall be a practical plumber, and whose term of office shall be the same as heretofore provided for said three members.

SEC. 4. Said board of examiners shall, within ten days after the appointment of said members, meet and organize by the selection of a chairman, and shall designate the time and place for the examination of applicants desiring to engage in or at the business of plumbing within their respective jurisdictions. Said board shall examine said applicants as to their practical knowledge of plumbing, house drainage and plumbing ventilation, and if satisfied of the competency of the applicant, shall so certify to the board of health. Such board shall thereupon issue a license to such applicant, authorizing him to engage in or at the business of plumbing, either as a master or employing plumber, or as a journeyman plumber. The fee for a license for a master or employing plumber shall be five dollars; for journeyman plumber shall be one dollar. Said license shall be valid and have force in district where issued, and shall be renewed annually upon payment of one dollar.

SEC. 7. Any person violating any provisions of this act shall be deemed guilty of a misdemeanor, and be subject to a fine not exceeding fifty dollars, nor less than five dollars, for each and every violation thereof. The license of any master or journeyman plumber may be at any time revoked for incompetency, dereliction of duty, or other sufficient causes, after a full and fair hearing by a majority of the examining board; but an appeal may be taken from said examining board to the State board

of health, and license may be revoked by the examining board provided in section three of this act.

SEC. 8. All money derived from the licenses issued to applicants shall go to defray the expense of holding such examinations and other necessary expenses of the board of health at place where examination was held.

Approved by the governor, March 8, 1901.

CHAPTER 67.—*Examination, licensing, etc., of horseshoers.*

SECTION 1. No person shall practice horseshoeing either as a master horseshoer or as a journeyman horseshoer for hire in any city of first, second and third class in this State, unless he has duly registered as hereinafter provided, in a book kept for that purpose in the office of the city clerk of the city in which he practices: *Provided, however*, That any person who has duly registered under the provisions of the act of the legislature of this State, entitled "An act requiring horseshoers to pass an examination and providing for a board of examiners," approved March 13, 1899, need not again register under the provisions of this act.

SEC. 2. The city clerk of each city of first, second and third class in this State, shall keep a book in his office to be known as a master's and journeyman horseshoer's register, in which shall be recorded the names of all master and journeymen horseshoers entitled to continue the practice of horseshoeing in such city.

SEC. 3. Any person who at the time of the passage of this act is practicing as a master or journeyman horseshoer in any city of the second or third class in this State, may register within sixty (60) days after the passage of this act, after making and filing with the clerk of the city in which he practices, an affidavit stating that he was practicing horseshoeing at the time of the passage of this act, and such register shall exempt him from the provisions of the act requiring an examination. No person shall be entitled to register as a master or journeyman horseshoer without presenting a certificate of satisfactory examination from the horseshoers' board of examiners, from the city in which he desires to practice, as provided for in section five of this act, and whose qualification and examination shall be that he has served an apprenticeship at horseshoeing at least three years: *Provided*, That this section shall not be so construed as to prohibit any person who has made application for examination, to practice horseshoeing under the direct supervision of a person who has passed such examination, while the board of examiners is acting upon or deferring upon such application.

SEC. 4. In every city affected by this act, there shall be appointed a board of examiners consisting of one veterinary and two master horseshoers and two journeyman horseshoers which shall be called "horseshoers board of examiners," who shall be residents of such city, and whose duty it shall be to carry out the provisions of this act, and shall have a power to fix a standard of examinations to test the qualifications of applicants. The members of said board shall be appointed by the mayor of such city, and the term of office shall be five (5) years, except that the members of said board first appointed shall hold office for the term of one, two, three, four and five years, as designated by the mayor and until their successors shall be duly appointed. The board of examiners shall have a regular place of meeting and shall hold sessions for the purpose of examining applicants desiring to practice horseshoeing as master or journeyman horseshoers in each city affected by this act, not later than three days after applications have been presented to them, and shall grant a certificate to any person showing himself qualified to practice, and the board shall receive as compensation a fee not exceeding ten ($10) dollars from each person examined. Three members of said board constitute a quorum.

SEC. 5. Every applicant who shall have complied with the provisions of sections four and five of this act, shall be admitted to register and shall pay the city treasurer of the city in which he desires to register the sum of fifty (50) cents, which shall be received as full compensation for such registration.

SEC. 6. Any person who shall present to the clerk for the purpose of registration any certificate which has been fraudulently obtained, or shall in any wise knowingly violate or neglect to comply with any of the provisions of this act, shall be guilty of a misdemeanor and shall, for each and every offense, be punished by a fine of not less than ten ($10) or more than one hundred ($100) dollars, or by imprisonment in the county jail for a term of not less than ten (10) days or more than thirty (30) days, or by both fine and imprisonment.

SEC. 7. An act requiring horseshoers to pass examinations passed by the legislature of the State of Washington and approved by the governor March 13, 1899, entitled "An act requiring horseshoers to pass an examination and providing for a

board of examiners," is hereby repealed: *Provided*, Such repeal shall not effect [affect] any rights existing under said act nor proceedings pending thereunder.

Approved by the governor, March 11, 1901.

CHAPTER 68.—*Employment of women—Hours of labor—Seats.*

SECTION 1. No female shall be employed in any mechanical or mercantile establishment, laundry, hotel, or restaurant in this State more than ten hours during any day. The hours of work may be so arranged as to permit the employment of females at any time so that they shall not work more than ten hours during the twenty-four.

SEC. 2. Every employer in establishments where females are employed shall provide suitable seats for them and shall permit the use of such seats by them when they are not engaged in the active duties for which they are employed.

SEC. 3. Any employer, overseer, superintendent, or other agent of any such employer who shall violate any of the provisions of this act, shall, upon conviction thereof, be fined for each offense in a sum not less than ten dollars nor more than twenty-five dollars.

Approved by the governor, March 11, 1901.

CHAPTER 74.—*Bureau of Labor.*

SECTION 1. A commissioner of labor shall be appointed by the governor; he, together with the inspector of coal mines, shall constitute a bureau of labor. On the first Monday in April, in 1897, and every four years thereafter, the governor shall appoint a suitable person to act as commissioner of labor, and as factory, mill and railroad inspector who shall hold office until his successor shall be appointed and qualified.

SEC. 2. It shall be the duty of such officer and employees of the said bureau to cause to be enforced all laws regulating the employment of children, minors and women, all laws established for the protection of the health, lives and limbs of operators in workshops, factories, mills and mines, on railroads and other places, and all laws enacted for the protection of the working classes, and declaim it a misdemeanor on the part of the employers to require as a condition of employment the surrender of any rights or citizenship, laws regulating and prescribing the qualifications of persons in trades and handicrafts, and similar laws now in force or hereafter to be enacted. It shall also be the duty of officers and employees of the bureau to collect, assort, arrange and present in biennial reports to the legislature, on or before the first Monday in January, statistical details relating to all departments of labor in the State; to the subjects of corporations, strikes or other labor difficulties; to trade unions and other labor organizations and their effect upon labor and capital; and to such other matters relating to the commercial, industrial, social, educational, moral and sanitary conditions of the laboring classes, and the permanent prosperity of the respective industries of the State as the bureau may be able to gather. In its biennial report the bureau shall also give account of all proceedings of its officers and employees which have been taken in accordance with the provisions of this act or of any other acts herein referred to, including a statement of all violations of law which have been observed, and the proceedings under the same, and shall join with such accounts and such remarks, suggestions and recommendations as the commissioner may deem necessary.

SEC. 3. It shall be the duty of every owner, operator or manager of every factory, workshop, mill, mine or other establishment where labor is employed, to make to the bureau, upon blanks furnished by said bureau, such reports and returns as the said bureau may require, for the purpose of compiling such labor statistics as are authorized by this act, and the owner or business manager shall make such reports and returns within the time prescribed therefor by the commissioner of labor, and shall certify to the correctness of the same. In the reports of said bureau no use shall be made of the names of individuals, firms or corporations supplying the information called for by this section, such information being deemed confidential, and not for the purpose of disclosing personal affairs, and any officer, agent or employee of said bureau violating this provision shall be fined in the sum not exceeding five hundred dollars, or being imprisoned for not more than one year.

SEC. 4. The commissioner of the bureau of labor shall have the power to issue subpœnas, administer oaths and take testimony in all matters relating to the duties herein required by such bureau, such testimony to be taken in some suitable place in the [vicinity] to which testimony is applicable. Witnesses subpœnaed and testify-

ing before any officer of the said bureau shall be paid the same fees as witnesses before a superior court, such payment to be made from the contingent fund of the bureau. Any person duly subpœnaed under provisions of this section [who] shall willfully neglect or refuse to attend or testify at the time and place named in the subpœna, shall be guilty of a misdemeanor, and, upon conviction thereof, before any court of competent jurisdiction, shall be punished by a fine not less than twenty-five dollars or more than one hundred dollars, or by imprisonment in the county jail not exceeding thirty days.

SEC. 5. The commissioner of labor, the coal mine inspector or any employee of the bureau of labor, shall have power to enter any factory, mill, mine, office, workshop or public or private works at any time for the purpose of gathering facts and statistics such as are contemplated by this act, and to examine into the methods of protection from danger to employees, and the sanitary conditions in and around such buildings and places and make a record thereof, and any owner or occupant of said factory, mill, mine, office or workshop or public or private works, or his agent or agents, who shall refuse to allow an inspector or employee of the said bureau to enter, shall be deemed guilty of a misdemeanor, and, upon conviction thereof, before any court of competent jurisdiction, shall be punished by a fine of not less than twenty-five dollars nor more than one hundred dollars, or be imprisoned in the county jail not to exceed ninety days, for each and every offense.

SEC. 6. No report or return made to the said bureau in accordance with the provisions of this act, and no schedule, record or document gathered or returned by the commissioner or inspector, thereof, such reports, schedules and documents being declared public documents. At the expiration of the period of two years above referred to in this section, all records, schedules and papers accumulating in the said bureau that may be considered of no value by the commissioner may be destroyed: *Provided*, The authority of the governor be first obtained for such destruction.

SEC. 7. The biennial reports of the bureau of labor, provided for by section 2 of this act, shall be printed in the same manner and under the same regulations as the reports of the executive officers of the State: *Provided*, That not less than five hundred copies of the report shall be distributed, as the judgment of the commissioner may deem best. The blanks and other stationery required by the bureau of labor in accordance with the provisions of this act shall be furnished by the secretary of the State, and shall be paid for from the printing fund of the State.

SEC. 8. The salary of the commissioner of labor, provided for in this act, shall be eighteen hundred dollars ($1,800) per annum, and he shall be allowed his actual and necessary traveling and incidental expenses.

SEC. 9. All the powers and duties heretofore exercised by the assistant commissioner of labor and the factory, mill, and railway inspector are hereby devolved on the commissioner of labor.

SEC. 10. The act approved March 3, 1897, being Chapter XXIX, is hereby repealed; the office of the assistant commissioner of labor and factory, mill and railway inspector is hereby abolished. An emergency is declared to exist, and this act shall take effect the first Monday in April, 1901.

Approved by the governor, March 16, 1901.

CHAPTER 103.—*Competent men to be employed on street railways.*

SECTION 1. Hereafter street railway or street car companies, or street car corporations, shall employ none but competent men to operate or assist as conductors, motor men or grip men upon any street railway, or street car line in this State.

SEC. 2. A man shall be deemed competent to operate or assist in operating cars (or dummies) usually used by street railway or street car companies, or corporations, only after first having served at least three days under personal instruction of a regularly employed conductor, motor man or grip man on a car or dummy in actual service on the particular street railway or street car line for which the service of an additional man or additional men may be required: *Provided*, That during a strike on the street car lines the railway companies may employ competent men who have not worked three days on said particular street car line.

SEC. 3. Any violation of section 1 of this act by the president, secretary, manager, superintendent, assistant superintendent, stockholder or other officer or employee of any company or corporation owning or operating any street railway or street car line or any receiver of street railway or street car company, or street railway or street car corporations appointed by any court within this State to operate such car line shall, upon conviction thereof, be deemed guilty of a misdemeanor, and subject the offender

to such offence to a fine in any amount not less than fifty dollars nor more than two hundred dollars, or imprisonment in the county jail for a term of thirty days, or both such fine and imprisonment at the discretion of the court.

Approved by the governor, March 16, 1901.

CHAPTER 139.—*Exemption from garnishment—Wages.*

SECTION 1. Section 5412 of Ballinger's Annotated Codes and Statutes of Washington, relating to exemption of wages, [shall] be amended to read as follows: Section 5412. Current wages or salary to the amount of one hundred dollars for personal services rendered by any person having a family dependent upon him for support, shall be exempt from garnishment, and where it appears upon the trial, or by answer of the garnishee, when not controverted as hereinafter provided, that the garnishee is indebted to the defendant for such current wages or salary for an amount not exceeding one hundred dollars, the garnishee shall be discharged as to such indebtedness; that if the garnishment be founded upon a debt for actual necessaries furnished to the defendant or his family, no exemption shall be allowed in excess of ten dollars per week for four consecutive weeks. The provisions of this section shall apply to actions in the superior court or before justices of the peace.

Approved by the governor, March 18, 1901.

CHAPTER 158.—*Exemption from execution, etc.—Claims for wages not barred.*

SECTION 1. Section 5248a of Ballinger's Annotated Codes and Statutes of Washington, relating to exemptions, is hereby amended to read as follows: Sec. 5248a. No property shall be exempt from execution for clerk's, laborer's, or mechanic's wages, earned within this State. * * *

Approved by the governor, March 18, 1901.

CHAPTER 172.—*Examination, licensing, etc., of barbers.*

SECTION 1. It shall be unlawful for any person to follow the occupation of barber in any incorporated city or town in this State, unless he shall have first obtained a certificate of registration as provided in this act: *Provided, however,* That nothing in this act shall apply to or affect any person who is now engaged in such occupation except as hereinafter provided.

SEC. 2. Shaving the face, or cutting the hair or the beard of any person either for hire or reward, shall be construed as practicing the occupation of barbering within the meaning of this act.

SEC. 3. A board of examiners, to consist of three persons, is hereby created to carry out the purposes and enforce the provisions of this act. Said board shall be appointed by the governor, the appointees to be chosen from practical barbers who have at least five years prior to their appointment followed the occupation, and have been residents of the State of Washington for two years. Each member of the said board shall serve for a term of three years, and until his successor is appointed and qualified, except in the case of the first board who shall serve one, two and three years respectively.

SEC. 4. Said board shall elect a president, secretary and treasurer, shall have a common seal, and shall have power to administer oaths. The headquarters of said board shall be the place of residence of the secretary.

SEC. 5. The treasurer of said board shall give surety bond to be approved by and deposited with the auditor of this State, in the sum of one thousand dollars, and said board shall take the oath provided by law for public officers. The costs of said bond shall be paid out of the funds in the hands of the treasurer.

SEC. 6. Each member of said board shall receive a compensation of five dollars per day for actual service and actual expenses incurred in attending the meetings of the board. All moneys shall be paid out of the fund in the hands of the treasurer, and in no event shall any money be paid out of the State treasury.

SEC. 7. Said board shall report to the governor of this State biennially a full statement of the receipts and disbursements of the board during the preceding two years, a full statement of its doings and proceedings, and such recommendation as may seem proper.

SEC. 8. Said board shall hold public examinations at least four times a year in different cities of this State, at such times and places as it may determine, notice of such meetings to be sent to the various applicants by mail, at least ten days before the meetings are to be held.

SEC. 9. Every person now engaged in the occupation of barber in cities of the first, second or third class in this State shall within ninety days after the approval of this act file with the secretary of said board an affidavit setting forth his name, residence and length of time during which and the places where he has practiced such occupation, and shall pay to the secretary of said board one dollar, and a certificate entitling him to practice said occupation for one year shall thereupon be issued to him.

SEC. 10. To obtain a certificate of registration under this act, any person excepting those mentioned in section nine shall make application to said board, and shall pay to the secretary an examination fee of five dollars, and shall present himself at the meeting of the board for examination of applicants. The board shall examine such person, and being satisfied that he is above the age of eighteen years, of good moral character, free from contagious or infectious disease, has studied the trade for two years as an apprentice under or as a qualified and practicing barber in this State, or other States, and is possessed of the requisite skill to properly perform all the duties, including his ability in the preparation of the tools used, shaving, cutting of the hair and beard and all the various services incident thereto, and has sufficient knowledge concerning the common diseases of the face and skin to avoid the aggravation and spreading thereof in the practice of his trade, his name shall be entered by the board in a register hereinafter provided for and a certificate of registration shall be issued to him authorizing him to practice said trade in this State, for one year. All certificates shall be renewed each year, for which renewal, a fee of fifty cents shall be paid. All persons making application for examination under the provisions of this act, shall be allowed to practice the occupation of barber until the next meeting as designated by said board.

SEC. 11. Nothing in this act shall prohibit any person from serving as an apprentice in said trade under a barber authorized to practice under this act: *Provided*, That in no barber shop shall there be more than one apprentice to each registered barber and all apprentices shall be registered with the secretary of said board for which registration no fee shall be paid.

SEC. 12. Said board shall furnish to each person who has successfully passed examination, a certificate of registration, bearing the seal of the board and the signature of its president and secretary certifying that the holder thereof is entitled to practice the occupation of barber in this State, and it shall be the duty of the holder of such certificate to post the same in a conspicuous place in the shop.

SEC. 13. Said board shall keep a register in which shall be entered names of all persons to whom certificates are issued under this act, and said register shall be at all times open to public inspection.

SEC. 14. Said board shall have power to revoke any certificate of registration granted by it under this act, for (*a*) conviction of crime, (*b*) drunkenness, (*c*) having or imparting any contagious or infectious disease or (*d*) for doing work in an unsanitary or filthy manner: *Provided*, That before any certificate shall be revoked the holder thereof shall have notice in writing of the change [charge] or charges against him, and shall at a day specified in said notice, at least five days after the service thereof, be given a public hearing and full opportunity to produce testimony in his behalf, and to confront the witnesses against him. Any person whose certificate has been so revoked may after expiration of ninety days upon application have the same re-issued to him upon satisfactory showing that disqualification has ceased.

SEC. 15. Any person practicing the occupation of barber in any city of the first, second or third class in this State, without first having obtained a certificate of registration as provided in this act, or falsely pretending to be practicing such occupation under this act, or who uses, or allows towels to be used on more than one person before such towels have been laundered; or razors, lather, or hair brushes on more than one person before same shall have been sterilized or in violation of any of the provisions of this act, and every proprietor of a barber shop who shall willfully employ a barber who has not such a certificate shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not less than ten dollars nor more than one hundred dollars, or by imprisonment in the county jail not less than ten days nor more than ninety days, or both.

Approved by the governor, March 18, 1901.

INDEX.

LEADING ARTICLES IN PAST NUMBERS OF THE BULLETIN.

No. 1. Private and public debt in the United States, by George K. Holmes.
Employer and employee under the common law, by V. H. Olmsted and S. D. Fessenden.
No. 2. The poor colonies of Holland, by J. Howard Gore, Ph. D.
The industrial revolution in Japan, by William Eleroy Curtis.
Notes concerning the money of the U. S. and other countries, by W. C. Hunt.
The wealth and receipts and expenses of the U. S., by W. M. Steuart.
No. 3. Industrial communities: Coal Mining Co. of Anzin, by W. F. Willoughby.
No. 4. Industrial communities: Coal Mining Co. of Blanzy, by W. F. Willoughby.
The sweating system, by Henry White.
No. 5. Convict labor.
Industrial communities: Krupp Iron and Steel Works, by W. F. Willoughby.
No. 6. Industrial communities: Familistère Society of Guise, by W. F. Willoughby.
Cooperative distribution, by Edward W. Bemis, Ph. D.
No. 7. Industrial communities: Various communities, by W. F. Willoughby.
Rates of wages paid under public and private contract, by Ethelbert Stewart.
No. 8. Conciliation and arbitration in the boot and shoe industry, by T. A. Carroll.
Railway relief departments, by Emory R. Johnson, Ph. D.
No. 9. The padrone system and padrone banks, by John Koren.
The Dutch Society for General Welfare, by J. Howard Gore, Ph. D.
No. 10. Condition of the Negro in various cities.
Building and loan associations.
No. 11. Workers at gainful occupations at censuses of 1870, 1880, and 1890, by W. C. Hunt.
Public baths in Europe, by Edward Mussey Hartwell, Ph. D., M. D.
No. 12. The inspection of factories and workshops in the U. S., by W. F. Willoughby.
Mutual rights and duties of parents and children, guardianship, etc., under the law, by F. J. Stimson.
The municipal or cooperative restaurant of Grenoble, France, by C. O. Ward.
No. 13. The anthracite mine laborers, by G. O. Virtue, Ph. D.
No. 14. The Negroes of Farmville, Va.: A social study, by W. E. B. Du Bois, Ph. D.
Incomes, wages, and rents in Montreal, by Herbert Brown Ames, B. A.
No. 15. Boarding homes and clubs for working women, by Mary S. Fergusson.
The trade-union label, by John Graham Brooks.
No. 16. Alaskan gold fields and opportunities for capital and labor, by S. C. Dunham.
No. 17. Brotherhood relief and insurance of railway employees, by E. R. Johnson, Ph. D.
The nations of Antwerp, by J. Howard Gore, Ph. D.
No. 18. Wages in the United States and Europe, 1870 to 1898.
No. 19. Alaskan gold fields and opportunities for capital and labor, by S. C. Dunham.
Mutual relief and benefit associations in the printing trade, by W. S. Waudby.
No. 20. Condition of railway labor in Europe, by Walter E. Weyl, Ph. D.
No. 21. Pawnbroking in Europe and the United States, by W. R. Patterson, Ph. D.
No. 22. Benefit features of American trade unions, by Edward W. Bemis, Ph. D.
The Negro in the black belt: Some social sketches, by W. E. B. Du Bois, Ph. D.
Wages in Lyon, France, 1870 to 1896.
No. 23. Attitude of women's clubs, etc., toward social economics, by Ellen M. Henrotin.
The production of paper and pulp in the U. S. from Jan. 1 to June 30, 1898.
No. 24. Statistics of cities.
No. 25. Foreign labor laws: Great Britain and France, by W. F. Willoughby.
No. 26. Protection of workmen in their employment, by Stephen D. Fessenden.
Foreign labor laws: Belgium and Switzerland, by W. F. Willoughby.
No. 27. Wholesale prices: 1890 to 1899, by Roland P. Falkner, Ph. D.
Foreign labor laws: Germany, by W. F. Willoughby.

No. 28. Voluntary conciliation and arbitration in Great Britain, by J. B. McPherson.
System of adjusting wages, etc., in certain rolling mills, by J. H. Nutt.
Foreign labor laws: Austria, by W. F. Willoughby.
No. 29. Trusts and industrial combinations, by J. W. Jenks, Ph. D.
The Yukon and Nome gold regions, by S. C. Dunham.
Labor Day, by Miss M. C. de Graffenried.
No. 30. Trend of wages from 1891 to 1900.
Statistics of cities.
Foreign labor laws: Various European countries, by W. F. Willoughby.
No. 31. Betterment of industrial conditions, by V. H. Olmsted.
Present status of employers' liability in the U. S., by S. D. Fessenden.
Condition of railway labor in Italy, by Dr. Luigi Einaudi.
No. 32. Accidents to labor as regulated by law in the U. S., by W. F. Willoughby.
Prices of commodities and rates of wages in Manila.
The Negroes of Sandy Springs, Md.: A social study, by W. T. Thom, Ph. D.
The British workmen's compensation act and its operation, by A. M. Low.
No. 33. Foreign labor laws: Australasia and Canada, by W. F. Willoughby.
The British conspiracy and protection of property act and its operation, by A. M. Low.
No. 34. Labor conditions in Porto Rico, by Azel Ames, M. D.
Social economics at the Paris Exposition, by Prof. N. P. Gilman.
The workmen's compensation act of Holland.
No. 35. Cooperative communities in the United States, by Rev. Alexander Kent.
The Negro landholder of Georgia, by W. E. B. Du Bois, Ph. D.
No. 36. Statistics of cities.
Statistics of Honolulu, H. I.
No. 37. Railway employees in the United States, by Samuel McCune Lindsay, Ph. D.
The Negroes of Litwalton, Va.: A social study of the "Oyster Negro," by William Taylor Thom, Ph. D.
No. 38. Labor conditions in Mexico, by Walter E. Weyl, Ph. D.
The Negroes of Cinclare Central Factory and Calumet Plantation, La., by J. Bradford Laws.
No. 39. Course of wholesale prices, 1890 to 1901.
No. 40. Present condition of the hand-working and domestic industries of Germany by Henry J. Harris, Ph. D.
Workmen's compensation acts of foreign countries, by Adna F. Weber.
No. 41. Labor conditions in Cuba, by Victor S. Clark, Ph. D.
Beef prices, by Fred C. Croxton.
No. 42. Statistics of cities.
Labor conditions in Cuba.