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LIST OF ERRATA RELATING TO GROUP B. PUBLICATIONS.

DIGEST, GROUP B, VOLS. I. AND II.

Vol.	Page.	Column.	Situation.	Present Reading.	Correct Reading.
I.	6	3	Line 4	7669-8275	7869-8275
	20	1	Lines 12-13 from bottom	(badges of slavery)	(called by the Union leaders "badges of slavery")
	20	2	Line 8	benefit	special*
	22	2	Paragraph 4 (line 5)	casual, men	casual men,
	30	1	Paragraph 7 (line 3)	Gratton	Griffin
			(line 10)	(7869-72, 7880)	(7869-80)
	33	2	Paragraph 5 from bottom	6l. 9s.	6l. 19s.
	48	2	Line 2	Wades Arms	Wade's Arms
	56	2	Line 2	T. Donovan	J. Donovan
	57	1	Line 22	acquainted	connected
	58	1	Line 18 from bottom	T. Atkins	J. Atkins
	80	1	Paragraph 6 (line 1)	dismissed	dismissed
	81	2	Paragraph 5 (line 6)	2226	2216
	83	2	Paragraph 4 (line 1)	proposeed	proposed
	83	2	Paragraph 5 (line 5)	co-operative	co-operative
	95	1	Paragraph 8 (line 4)	9341, 9344-5, 9556-8,	9341, 9556-8,
	95	1	Paragraph 8 (line 5)	9924	9924-8
	95	2	Paragraph 2 (lines 9 and 10)	(1885-8, 9210, 9216	(1885-8) (9210, 9216
	98	1	Paragraph 1 (line 8)	8962-71	8962-71
	98	2	Paragraph 1 (7) (line 4)	9821-30, 9379-83, 9892-5,	9821-30, 9892-5,
97	2	Paragraph 4 (line 5)	board	Branch	
II.	8	List of witnesses examined	Mr. J. Allman	Mr. I. Allman	
	9	1	Paragraph 7 (line 1)	pointed by	pointed out by
	10	1	Footnote	Minutes of Evidence	Minutes of Evidence, Vol. III., Group B.
	10	2	Paragraph 1 (line 1)	Plate IIa.	Diagram A.
			Paragraph 6 (line 1)	Plate IVa.	
			" 8 (line 6)	Plate Va.	
			" 10 (line 1)	Plates VIIa and VIIb.	
	" 12 (line 1)	Plates VIIIa and VIIIb.	Delete.		
	10	2		Line 4 from bottom	doparments
	10	2	Line 3 from bottom	requiries	requires

* See foot-note on page 80 (2nd column), Digest, Vol. II., Group B.

Vol.	Page.	Column.	Situation.	Present Reading.	Correct Reading.
II.	11	1	Line 22 from bottom	selected - - -	elected
	12	1	Line 6 - - -	co-operative - - -	co-operative scheme
	14	1	Paragraph 4 (line 4)	11099 - - -	11999
	15	1	Paragraph 6 (line 7)	Docker's - - -	Dockers'
	15	1	Paragraph 9 (line 2)	employers - - -	employees
	15	2	Line 4 from bottom	by men of men of influence	by men of influence
	17	2	Lines 16-17 - - -	wages, clause - - -	wages clause
	18	2	Paragraph 5 (lines 16-17)	arbitration (12:03). But	arbitration. But
	19	1	Treleaven (line 17)	mentioed - - -	mentioned
	20	1	Line 1 - - -	because - - -	the cause
	22	1	Line 16 - - -	conditions - - -	condition
	23	1	Paragraph 3 from bottom	blocking on the part of the masters.	blacklisting on the part of the masters
	23	2	Line 3 - - -	13373-5 - - -	13573-5
	23	2	Line 4 - - -	weeks - - -	months
	24	2	Line 14 - - -	(14279-867) - - -	(14279-86)
	25	2	Last marginal note	re-anacted - - -	re-enacted
	28	1	Line 1 - - -	four watches - - -	four hours' watches
	29	1	Line 37 - - -	Shield - - -	Shields
	30	2	Paragraph 7 (line 3)	Gratton - - -	Griffin
	31	2	Line 35 - - -	(11,683-8) - - -	(11,685-8)
	33	1	Paragraph 8 (line 2)	1890 - - -	1891
	35	2	Line 17 - - -	8d. an hour with 10d. - - -	7d. an hour with 9d.
	38	1	Lines 10-11 - - -	ocean-going - - -	sailing and steam ships
	40	1	Line 18 - - -	an objection - - -	no objection
	40	1	Line 11	16,421-3 - - -	13,421-3
			" 13 } from bottom	16,421 - - -	13,421
			" 19 }	16,420 - - -	13,420
	42	1	Line 15 from bottom	1591 - - -	1890
	42	2	Line 5 - - -	British - - -	Bristol
	45	1	Line 23 from bottom	terms without strike - - -	hours without a strike
	46	1	Line 18 - - -	Harbour - - -	Harbour
	46	2	Paragraph 5 (line 10)	Mr. Becket - - -	Mr. Becket Hill
	47	1	Marginal note (6) - - -	wages - - -	ages
	47	1	Paragraph 4 (line 5)	15,583-6 - - -	14,583-6
	47	1	Paragraph 4 from bottom (line 3).	T. Havelock Wilson - - -	J. Havelock Wilson
	47	1	Line 8 from bottom	an 1889 - - -	of 1889
	47	2	Line 2 - - -	brnches - - -	branches
	47	2	Paragraph 4 (line 4)	1887 - - -	1889
	49	2	Line 6 from bottom	14,572 - - -	14,752

Vol.	Page.	Column.	Situation.	Present Reading.	Correct Reading.
II.	50	1	Marginal note (9) - -	8815 - - -	8915 .
	50	2	Paragraph (7) (line 1) -	relation been - -	relation between
	50	2	Paragraph (9) (line 5) -	proper - - -	paper
	55	1	Line 14 from bottom -	Thames - - -	Thames Conservancy
	55	2	Paragraph 8 (line 9) -	Bratton - - -	Griffin
	55	2	Paragraph 8 (lines 16-17)	(7869-72, 7880). -	(7869-80).
	56	1	Line 2 - - -	remedies - - -	remedies
	56	1	Paragraph 6 (line 1) -	working - - -	Working
	57	1	Paragraph 4 (line 2) -	lightermen owners -	lighter owners
	57	1	Line 17 from bottom -	ward - - -	award
	58	2	Paragraph 6 (line 6) -	(13,878) - - -	(13,895, 13,898)
	58	2	Paragraph 9 (line 3) -	wages - - -	barges
	59	2	Line 3 from bottom -	witnesses - - -	witness's
	60	2	Paragraph 4 (line 4) -	(14,986) - - -	(14,986-9)
	61	1	Paragraph 5 (line 4) -	15,203-4 - - -	15,203-4, 15,267-9)
	62	1	Marginal note 5 - -	certificates - -	certificates
	62	1	Paragraph 4 from bottom (line 4). - - -	(1532-34) - - -	(15329-34)
	63	2	Line 8 from bottom -	on apprentice - -	or apprentice
	72	II. B. (c).	- - -	Garloch - - -	Gairloch
	76	1	Line 8 - - -	shipowers - - -	shipowners
	79	2	Marginal note 1 -	18253 - - -	13253
	80	1	Line 24 - - -	Albert Docks - -	Albert Docks' strike
	80	1	Marginal note 5 - -	11584 - - -	11684
	80	1	Marginal note 6 - -	1686 - - -	11686
	80	2	Line 8 - - -	September 1890 -	March 1891
	80	2	Line 11 - - -	enroll - - -	enrol
	80	2	Line 38 - - -	should be allowed	should not be allowed
	93	2	Smith Park, line 16 -	posts - - -	ports
	93	2	Hatfield, line 7 - -	ran - - -	run
	93	2	Hatfield, line 9 - -	13279-85 - - -	13379-85
	96	1	Line 12 - - -	13624 - - -	13623
	97	1	Line 9 from bottom -	B. Butcher - - -	J. B. Butcher
	97	2	Stanbury, lines 6-7 -	Such a should - -	Such a board should
	100	1	Lines 3-4 - - -	In consequence of the strike at the But Docks on the 3rd Feb ruary, 1891,	In consequence of labour troubles about the be- ginning of August, 1890,
	148	1	Line 11 - - -	Remedies proposed or ad- vocated	Remedies proposed or ad- vocated (11,541)
	171	1	Line 13 - - -	it evils - - -	its evils
III.	10	1	Paragraph 7 (line 2) -	32,000 - - -	20,000

ROYAL COMMISSION ON LABOUR.

DIGEST
OF THE
EVIDENCE

TAKEN BEFORE

GROUP B.

OF THE

ROYAL COMMISSION ON LABOUR.

VOLUME III.

TRANSPORT BY WATER (DOCKS, SHIPPING, AND CANALS)
AND TRANSPORT BY LAND (OMNIBUSES, CABS,
DRAYS, AND RAILWAYS).

[WITH INDEXES TO PRÉCIS, VOLS. I., II., & III.]

Presented to both Houses of Parliament by Command of Her Majesty,
February 1893.



LONDON:

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1893.

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ROYAL COMMISSION ON LABOUR.

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44, Parliament Street,

London, S.W.,

February 2nd, 1893.

MY LORD DUKE,

I HAVE the honour to submit to you the Digests of the Evidence taken before Committee B. at fourteen sittings in May, August, and November 1892, which I have been directed to draw up for the use of the Commission.

I have added an index to the Précis of this and the two preceding volumes under three heads, (1) Witnesses, (2) Subjects, (3) Trades, which I trust will be of use to the Commission.

I am,

Your Grace's obedient Servant,

GEOFFREY DRAGE,

Secretary.

To

His Grace the Duke of Devonshire, K.G.,

Chairman of the Royal Commission on Labour.

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GROUP B.

TRANSPORT AND AGRICULTURE.

(The term "Transport" including Railways, Shipping, Canals, Docks, and Tramways.)

LIST OF WITNESSES.

Name.	Interests represented.	Nos. of Questions in Evidence. (Vol. III., Group B.)	Days on which Evidence was given. (Vol. III., Group B.)	Page in Digest. (Vol. III., Group B.)	
				Analysis.	Précis.
Mr. Arthur Abraham Frey	- Association of Master Lightermen and Barge-owners in refutation of statements by Mr. Fairbairn.	16,738-16,872	88rd	162	12
" Henry Juett	- Amalgamated Society of Foremen Lightermen of the River Thames in refutation of statements by Mr. Fairbairn.	16,873-16,995	"	162	13
" George Donaldson	- Amalgamated Tug Boat and Ferry-men's Union.	16,996-17,089	"	163	11
" John William Noble	- Watermen and Riverside Labourers' Union.	17,090-17,167	"	163	14
" John Brydone	- Inspection under the Canal Boats Acts.	17,168-17,210	"	163	14
" Michael Maloney	- Dock, Wharf, Riverside, and General Labourers' Union (Goole District) and Aire and Calder Canal fly-boatmen.	17,211-17,245	"	164	15
" John Beasley	- London Cabdrivers' Society and Hyde Park Co-operative Cab Company.	17,246-17,289	"	164	36
" Edward Ballard	- London Carmen Trades Union.	17,590-17,811	34th	166	44
Memorandum from the Post Office, received through Sir Michael Hicks-Beach, in refutation of statements by Mr. Ballard with regard to carmen employed by the Post Office contractors.		17,811c	"	166	45
Mr. Robert Jenkins	- Metropolitan Cabdrivers' Union.	17,812-17,845	"	167	38
" William Robert Levick	- Metropolitan Cabdrivers' Union.	17,846-17,886	"	167	39
" George Thomas Jackson	- Northern Counties Amalgamated Tramway and Hackney Carriage Employees' Association.	17,887-17,986	"	168	18
" Richard Thomas Kingham	- London General Omnibus Company in refutation of statements by Mr. Sutherst and Mr. Bowbrick.	17,987-18,190	"	168	19
" John Cole	- National, Municipal, and Incorporated Vestry Employees' Labour Union.	18,191-18,382	"	169	46
" Robert Laurence Adamson	- North Metropolitan Tramways Company in refutation of statements by Mr. Sutherst and Mr. Atkinson.	18,233-18,361	35th	170	21
" Daniel Duff	- London Road Car Company in refutation of statements.	18,362-18,416	"	170	23
" Henry A. Jones	- London Omnibus Carriage Company in refutation of statements.	18,417-18,536	"	171	24
" William Brooks	- The Drivers' Union in refutation of statement by Mr. Kingham.	18,537-18,547	"	172	25
" John Kelly	- Manchester and Salford and District Lorrymen and Carters' Union.	18,548-18,626	"	172	46
" Alfred Mills	- United Cab Proprietors' Protection Association.	18,627-18,658	"	172	39

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Name.	Interests represented.	Nos. of Questions in Evidence. (Vol. III., Group B.)	Days on which Evidence was given. (Vol. III., Group B.)	Page in Digest. (Vol. III., Group B.)	
				Analysis.	Précis.
Mr. Tom Walker	Huddersfield Corporation Tramways (drivers and conductors).	18,659-18,739	86th	173	95
" Joseph Pogson	Huddersfield Corporation Tramways.	18,740-19,022	"	173	25
" William Paton	Glasgow Corporation Tramways.	19,028-19,104	"	174	27
" William Chapman	Metropolitan Cab Proprietors' Strike Fund Association, and Hackney Carriage Proprietors' Provident Institution.	19,105-19,234	"	175	41
" Walter Wolsey	Firm of Thomas Tilling, jobmaster.	19,285-19,260	"	175	42
" James Scott	London Improved Cab Company.	19,261-19,308	"	175	42
" Harry Peirce	London General Omnibus Company (drivers, conductors, and horse-keepers, eastern district) in refutation of statements by Mr. Sutherst and Mr. Bowbrick.	22,644-22,687	87th	176	28
" Frederick Hammill	Amalgamated Omnibus and Tram Workers' Union and the Workers' Co-operative Omnibus Society, Limited, in refutation of statements by Mr. Peirce, Mr. Kingham, and Mr. Sutherst.	22,688-22,956	"	177	29, 47
" Thomas Crabbe	Non-union cabdrivers.	22,957-23,025	"	178	43
" Robert Lemmon " William Cuthbertson }	National Scottish Horsemen's Union and branches at Greenock and Port Glasgow.	23,026-23,122	38th	178	47
" William James Carruthers Wain.	Tramways Institute of Great Britain and Ireland and Tramways Companies, viz., Birmingham Central; Croydon; London, Deptford, and Greenwich; North Staffordshire; and South Staffordshire Steam, Tramways Companies.	23,123-23,396	"	179	31
" Andrew Clark	General Railway Workers' Union.	23,397-24,069	"	180	48
" Arthur Levett	Amalgamated Society of Railway Servants (London and South-Western Branch).	24,070-24,166	"	181	50
" Joseph Clifton	Amalgamated Society of Railway Servants (Birmingham Branch).	24,167-24,365	39th	181	51
" William Smith	Amalgamated Society of Railway Servants (Rochdale and Todmorden Branch).	24,366-24,480	"	182	52
" Patrick A. Tyrrell	Dublin and District Tramway Union.	24,481-24,726	"	182	38
" Charles Booth	Dock and waterside labour in London.	24,727-25,030	40th	183	8
" Andrew Ballantyne	Amalgamated Society of Railway Servants (Scotland), and relations with the Scotch railway companies.	25,031-25,933	40th & 41st	184	58
Sir George Findlay	London and North-Western Railway Company and Committee of Managers of the Railway Association in refutation of statements by Mr. Clark and Mr. Clifton.	25,934-26,071	41st	186	53
Mr. Angus Campbell	Firm of solicitors to the Amalgamated Society of Railway Servants.	26,072-26,186	42nd	187	63
" William Foreman	Amalgamated Society of Railway Servants (Ireland), and relations with the Irish railway companies.	26,187-26,488	"	187	79
" James Paisley	Amalgamated Society of Railway Servants (Scotland).	26,489-27,102	43rd	189	65
" John Conacher " Matthew Holmes " James McLaren }	North British Railway Company in refutation of statements by Mr. Andrew Ballantyne and Mr. Paisley.	27,103-27,184	44th	191	69
" Frederick Dawson	Londonderry and Lough Swilly Railway Company in refutation of statements by Mr. Foreman.	27,185-27,260	"	192	85
" Robert George Colhoun	Great Southern and Western Railway Company in refutation of statements by Mr. Foreman.	27,261-27,306	"	193	86

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Name.	Interests represented.	Nos. of Questions in Evidence. (Vol. III, Group B.)	Days on which Evidence was given. (Vol. III, Group B.)	Page in Digest. (Vol. III, Group B.)	
				Analysis.	Précis.
Mr. Edward William Maunsell -	Dublin, Wicklow, and Wexford Railway Company in refutation of statements by Mr. Foreman.	27,307-27,359	44th	193	86
" Walter James Harrison -	Midland Railway servants with regard to the operation of the superannuation fund.	27,360-27,468	45th	194	56
" Alexander Goodlet } " Thomas Ballantyne } " James Mudie } " William Melrose } " Charles Fox }	Caledonian Railway Company.	27,489-27,812	"	194	73
" James Thompson -	Caledonian Railway Company in refutation of statements by Mr. Andrew Ballantyne and Mr. Paisley.	27,813-28,021	"	195	75
" John Abbott -	Midland Railway signalmen as affected by the strike of goods guards in 1879.	28,022-28,044	46th	197	57
" Samuel Smith McCormick -	Firm of J. McCormick & Co., coal merchants and steamship owners, Dublin, in refutation of statements by Mr. Tyrrell.	28,045-28,115	"	197	10
" John Mullarney -	Dublin United Tramways Company in refutation of statements by Mr. Tyrrell.	28,116-28,159	"	197	84
" William Anderson -	Dublin United Tramways Company in refutation of statements by Mr. Tyrrell.	28,160-28,213	"	197	35
" Frederick Edgson } " Vere Bingley }	London General Omnibus Company.	28,214-28,304	"	198	85
" George Smith of Coalville -	Canal boatman.	28,305-28,394	"	198	16

PRÉCIS OF EVIDENCE.

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PART I.—TRANSPORT BY WATER.

DOCKS, WHARVES, AND WAREHOUSES.

Docks, &c.

Docks, &c.

Witnesses examined:—

Mr. C. BOOTH, Merchant; Dock and Waterside Labour in London.
Mr. S. S. McCORMICK, Firm of J. McCormick & Co., Coal Merchants, Dublin.

MR. CHARLES BOOTH.

Inquiry into the conditions of riverside labour of London.

The tabulated information might be made the basis of a practical scheme for improvement.

A principle indicated. No legislative interference proposed.

Scope of inquiry.

Re-called and further examined. Had completed the inquiry into the conditions of ordinary riverside labour in the docks and wharves of London, and put in certain charts and diagrams (to the number of nine charts and seven diagrams, see Appendix 155) illustrating the amount and distribution of the labour during the year April 1891 to April 1892. His farther aim was to come into communication with the employers and hear what suggestions they had to make, and to lay his information before them and before the men represented in their unions (24,729, 24,994-6). He believed that it would be possible for a committee of practical men to make good use, in the interests of the employed and also, in another sense, of the employers, of the information which he had collected and tabulated. He was enabled to offer in outline a scheme which he thought would contain a means of improving the position of the professional dockers, and afford a remedy or partial remedy for the present great irregularity of his work. The witness had not attempted to elaborate a complete plan, but desired to suggest a principle. The machinery for working it out could only grow slowly and by combined voluntary effort. He proposed no sort of legislative interference (24,750, 24,853, 24,974-8, 25,025-30).

With "ordinary riverside labour" the witness did not include lightermen, stevedores, or coal porters, whose work, he said, was better organised and better paid than that of the dockers, but he included the man who handled grain and timber and the ship workers who discharged and loaded vessels lying in the stream. All the more highly skilled workers have their own unions; although there is a "slight confusion" in the

work done by the dock labourers; a certain number of them practically do stevedores' work (24,730, 24,921, 24,988-93).

A summary was presented by the witness giving the maximum and minimum numbers employed and average of details shown in the charts. In round numbers, 18,000 was the maximum employed on one day. He estimated the number competing for employment as 32,000, but had no means of making a positive estimate (24,731-9, 24,940-1).

In the large chart a record of the weather on the 309 working days of the year was presented. For fog the witness held there was no cure, but if the interests of masters and men were the same, some means of avoiding the loss due to rainy days might be found. Their interests differ in that the masters lose only the postponement of the work for the day, while the men absolutely lose their wages. The remedy suggested was that some form of artificial shelter might be devised, such as is to be found on ships under what are called "tents" hoisted to the rigging (24,740-6, 24,828-6, 24,855).

A table presented showed that for 12,500 men there was work practically all the year (302 to 309 days), and also showed the amount of work in a decreasing scale for each following 500 men (24,747-9). Allowing the requisite number for sickness, there is pretty good work for 16,000 men. If 6,000 of those now competing were removed it would be to the advantage of the 16,000 (24,940-7).

An improvement in the position of the professional dockers might be expected if, concurrently with a reduction of the numbers regularly competing for employment, the extra numbers required when the docks are busiest were drawn from outsiders whose

A tabulated summary of members employed.

Record of weather on Chart J.

Organization of inter-outer trade case.

Docks, &c. own trades were slack. Reduction in the number of candidates regularly competing would follow upon a stricter arrangement with regard to employment of listed men.

The list system. The list system was explained by the witness to be an arrangement by which at each department where work is given, a list of men who habitually come there is kept in three classes, or divisions A, B, C. Preference of work is given in the order of these classes, and less strictly in the order of the names in each list. The system does not work perfectly, because the men cannot be readily transferred from department to department. Improvement of the list system must be found in increased facilities for transferring labour from one department to another (24,750-61, 24,856-60).

A central "clearing house" requiret. The witness' view was that each department should communicate through its foreman with some central department or clearing house, e.g. the Dock House, the evening before; some of the separate departments would be over supplied and some under supplied with hands for the next day's work. This method was suggested to the joint committee as a preliminary step. If a dock manager imagines or knows that on the following day he will require double the number of men that are on the list he will, under this proposed system, communicate that fact to the central authority. And the central authority will then direct that the names be transferred to another list. Any scheme for including Tilbury in the list would have to be subsidiary, owing to its distance from the other docks (24,856-87). Priority of employment, though a useful and necessary power, needs safe guarding, as foremen may use it harshly or arbitrarily; the witness held that if the names were arranged in the order of regularity that had been shown in applications for work, it would be a self-acting system, which both sides would accept as satisfactory. The masters should retain power of dismissing men, but the rule that they should allow the men a privilege according to regularity of attendance would not, he thought, be found irksome (24,762-5).

Priority of employment useful, but subject to possible abuse. The joint committee employ on an average 5,000 men and 46 district lists. Other employers of labour in these docks are the shipowners and stevedores. They probably number a hundred, the witness thought. If the list system were adopted, some means of harmonious working would have to be discovered between those various employers and the wharfingers and granary keepers. A satisfactory working system might be attained by grouping the north side wharves and the docks in separate groups. There need not be "any exact relations between the wharves and the docks" (24,922-33).

Employment by joint committees. Assuming that the difficulty of imparting information as to where work might certainly be found was overcome (e.g., from London Bridge to the Albert Dock is seven miles), the expense of getting to work would be a matter of bargain between employer and employed. If the men refused to go without being paid walking-time, and the employers could not see their way to paying it, the whole scheme would fall to the ground. The witness held that the employers would be justified in consulting their own interests in the matter; but he also held that it was to their interest to secure a better class of men than the ordinary casual man, and this was one way of doing so. He felt certain that there was a desire on the part of the chairman of the London and India Docks Committee to proceed in the direction he indicated. He also believed that the same might be said of Colonel Birt, Mr. Griffin, and Mr. Lafone; he had no reason to believe it was not true of all of the employers, including wharfingers. If the joint committee could succeed in the attempt the system would spread (24,943-63, 24,980-7, 25,001-3).

"Walking-time." The surplus labour required in winter might be found in the brick-making and building trades, which have then a number of hands out of work, and who would certainly come to the docks if they knew they could find work. The witness acknowledged that the problem varied at the different docks; the time of season pressure differs, and the amount of skill required is much greater in one department than another. He was informed that the extra timber men required at the Surrey Commercial Docks come from the timber yards, and in the same way the grain men from the grain warehouses. He saw no reason why there should not be supplementary lists for winter or

other seasons. Statistics existed which showed how far arrivals of ships and cargoes increased during certain months. If the extra men could not be obtained at all, the work would be delayed in times of seasonal pressure under the proposed scheme (24,889-920, 24,966-71).

To some extent the witness admitted it would not be possible for the employers to know what number of men would be needed the next day, and the question would be how far they were content to take their chance of having more men than were wanted, and how far they would give a "safe estimate" which would involve a margin of casual labour.

Estimates of amount of employment. An important assumption in the scheme was that each man would be able to learn the distribution of work from his own foreman and not have to go to a central department for information. Men could not be expected to go to an unknown place on the mere chance of finding employment. It would certainly cost the companies something to retain exactly the men that suited them. The witness laid stress upon the consideration that he rather threw out a theory and a principle than anything else. He did not attempt to offer a detailed scheme.

A central department must diffuse information. The working out of his idea involved something like a treaty between the employers as a body and the men's unions. The companies could lay down rules, but for a satisfactory carrying into effect of them it would be most important that they should consult with the leaders of the men as to what the rules were to be (24,939, 25,006-24).

A treaty between employers and leaders of the men required. Chart II. illustrates the employment of the joint committee's docks. The case of Tilbury Dock shows special irregularities, while the causes that operate in other docks of the joint committee are more general. From the end of April to the middle of November there is a deficiency of work, specially marked after the middle of July. During part of this time the witness believed that work might be found elsewhere. The diagram accompanying Chart II. (Diagram A), shows 7,750 as the maximum numbers employed under the joint committee exclusive of Tilbury. Of these only 7,500 found more than three days' employment. The limit of the number of those who might profitably compete would be 6,500. The maximum number on the lists in the winter was 8,000. If 4s. be taken as the normal average value of a day's work, for the "A" list of 1,000 the earnings would be 21s. 4d. a week; for the "B" list of 2,000 they would be 19s. a week; for the "C" list of 3,000 men 8s. a week. By casual earnings men in the last class might raise their weekly pay to 12s. or 13s. a week (24,770-81).

Chart III. illustrates the employment at the Victoria and Albert Docks. Here the work offered by the dock company is more regular, while the shipowners' employment is very irregular. Nearly 25 per cent. of the work is necessarily irregular. On the present system about 3,000 is the limit of numbers that can be profitably employed. The witness had not had access to the shipowners' lists.

Chart III. illustrates the Victoria and Albert Docks. The work at these docks attracts many of the best men. For 1,000 men the witness estimated that the earnings would be 24s. a week; for another 1,000, 21s. 4d., and for another 1,000, 13s. It is probable that the first 1,000 men would make extra profits above the 24s. (24,782-8).

Chart IV. illustrates the East and West India Docks. The worst months there are August and March; there is most work in the winter. The central position of these docks acts as an inducement for the unemployed at other docks to seek employment here.

The irregular work is shown by Diagram B to be 35 per cent. 1,900 men are on the list for these docks, 300 permanent, 300 and 700 B, 600 C. Only on nine days of the year were more than 1,900 men employed; the maximum number on any one day was 2,400. The work is irregular from day to day, but steady from week to week, thus requiring those who habitually work there to be in constant attendance (24,789-802).

Chart IV. illustrates the East and West India Docks. Chart V. illustrates the London and St. Katherine Docks. The maximum number employed there was 4,000 on February 5th, and the minimum 1,300 on November 11th. The variations from period to period depend chiefly upon the wool sales. The percentage of irregular work is shown by Diagram D

Chart V. illustrates the London and St. Katherine Docks.

Docks, &c.

to be larger than at the other docks mentioned, being 37 per cent. In these docks are found the labourers who do not desire regular work (24,803-10, 24,896).

Chart VI. illustrates the wharves and warehouses on the north side of the river. Chart VII. those on the north and south.

Chart VI. illustrates the wharves and warehouses on the north side of the river and west of St. Katherine's Docks, and Chart VII. illustrates those on the north and south sides. The wharves and warehouses show a tolerably steady level of employment, the variations are rather from week to week than over larger periods. The most marked irregularity may be put down to the combined causes of holiday and fog during Christmas week.

The Diagrams E and F show a low percentage of irregular work, 10½ per cent. on the north, 12½ per cent. on the south side. On the north side it may be estimated that 4,500 have fairly regular work, and on the south side 3,500 (24,811-7).

Chart VIII. illustrates the Surrey Commercial and Millwall Docks.

Chart VIII. illustrates employment at the Surrey Commercial and Millwall Docks. The highest point touched by the curve is in the middle of July; a fairly high level is maintained until the middle of January. The depression in the end of March was connected by the witness with the Russian famine; the prohibition of the export of grain from Russia in this year had a disastrous effect.

The Diagrams G and H show a very large proportion of irregular work, larger than at the London and St. Katherine Docks. It is probable that not less than 3,000 men seek their living at the Surrey Commercial Docks (24,818-23).

Chart IX. illustrates the grain departments of the Surrey Commercial Docks.

Chart IX. illustrates the grain departments of the Surrey Commercial Docks. This work requires special aptitude and skill, and the pay being high, the men do not pass to other departments (24,824-7).

Chart I. presents a summary view of the total employment in the docks and wharves of London.

Chart I. presents a summary view of the total employment in the docks and wharves of London. The highest point of the curve of employment was reached on December 3rd, when 17,994 men were employed. The minimum was 11,967 on December 24th (24,837-43).

The result of the observations and calculations shown on the charts was that 32,000 professional dockers are actually needed for the work, and that 22,400 may conveniently compete for the work. This does not make allowance for outsiders coming in when their own trades are slack (24,844-51).

A memorandum on daily wages.

The witness put in a memorandum with reference to daily wages. It was prepared from calculations "extending half year by half year from 15th January 1891 to 30th June 1892," which were supplied by the chairman of the joint committee of management. From June to December 1891 an average of 2,890 men on piece received 110,619s., or 4s. 11d. per day; an average of 987 men on permanent wages received 34,530s., or 4s. 6d. per day; an average of 1,247 on daily wages received 39,620s., or 4s. 1d. per day.

Total wages paid were 184s. to 5,024 men. Interesting particulars were furnished by one of the steamship owners at Royal Albert Docks as to the working of the "co-operative system." In this case the work done proved more efficient "in exact proportion as it was better paid."

The "co-operative system."

A slight discrepancy exists between the statement given by the men of the average value of a day's work (4s.) and the actual figures shown by the books of the employers. This might be accounted for, the witness thought, by the exclusion from or inclusion in the average of large occasional earnings.

It is likely that a considerable proportion of the men at the Millwall and Surrey Commercial Docks "earn an average on the year of 30s. a week, and it is certain that others take far less; but in what proportions those who make as much as 30s. stand to those who earn 20s., 10s., or less, is doubtful" (24,852).

Mr. SAMUEL SMITH McCORMICK.

Firm of coal merchants and steamship owners.

Represented a firm of coal merchants and steamship owners trading under the title of J. McCormick and Company, Dublin (28,045).

Refutation of Mr. Tyrrell's statement.

Wished to tender evidence in refutation of Mr. Tyrrell's statement* (Question 24,521) that men were imported by his firm into the city at midnight in ignorance of the fact that a strike was in progress,

and that this was done to avoid the pickets (28,046-8).

None of the men were brought up at midnight as Mr. Tyrrell said; they were brought up openly, and in full knowledge of the circumstances. When the strike began the firm advertised only in the Dublin newspapers which invariably reported the assaults on the new men, as the strike was a matter of notoriety. Replies to the advertisements came from all parts of the country (28,048, 28,061-2, 28,074).

No men were brought in at midnight as Mr. Tyrrell said.

The witness thought that Mr. Tyrrell had mixed up the strike in question with the corn strike of 1891, when Mr. Hunter, of the Shipping Federation, brought men across. The witness was indirectly connected with that, as local chairman of the Shipping Federation. The men on that occasion came up from Belfast and other towns by all trains; no steamer arrives in the middle of the night in Dublin (28,095-8).

Confusion with the corn strike of 1891.

The McCormick strike originated in the dismissal, without reason assigned, of a man who was "considered an eye servant," and who was forcing men into joining the Gas Workers' and Quay Labourers' Union. He was replaced by a countryman, and the next day a union official called to insist on the alternative of reinstatement of the dismissed man or assignment of reason for his dismissal. The firm refused to do either, and a few days later, during the unloading of a steamer, the whole staff struck work. The strikers were interviewed one by one, and all gave the same ultimatum that the new man should be dismissed. None had any personal grievance or complaint as to wages or conditions of employment. The coal men were warned that if they went out they would never be taken in again. "They all left on the spot" (28,049-50, 28,075-6, 28,081, 28,089). An old man who was starving was the only one of them ever taken back by the firm (28,083).

Origin of the McCormick strike.

The firm began at once to take in the new men, and there were daily assaults, often ending in hospital cases, amounting to 200 in the course of the strike. One hundred men were imprisoned for terms varying from one to 12 months. The witness was himself assaulted, though without serious result (28,050, 28,053, 28,055-60). Mr. Canty, of the union, was sentenced to three months' imprisonment for intimidation (28,077).

Number of cases ill.

Sentence.

One instance was brought forward of the union inducing a crane driver to strike by guaranteeing his wages for six or eight weeks. They paid his way back to Liverpool, and he left his wife in Dublin with her children, penniless. The firm gave her assistance from time to time, and eventually paid her passage to rejoin her husband. The witness' brother was violently assaulted when conducting her to the steamer (28,054).

Case of the crane driver.

During the strike pickets were placed at all railway stations, steamboat stages, and principal thoroughfares for traffic. Ostensibly they interviewed the men, but really intimidated and coerced them; the witness cited cases. Hundreds were employed in the business of picketing. Sometimes a mob of 3,000 or 4,000 would march past the premises of the firm. A delegate from London told the firm that he did not wish to threaten them, but reminded them that the dark winter nights were coming on (28,063-5, 28,078-9). The firm was boycotted all round (28,082).

Pickets.

Notwithstanding all obstacles, the firm were able to carry on business. At the beginning they had to employ objectionable men, but gradually fresh and suitable men were obtained from Mayo, Tipperary, and the western and southern counties (28,066-8, 28,109-10).

Imported labour.

Some time afterwards, about June, the men employed by the other coal merchants struck in order to bring pressure to bear through these merchants on the firm of McCormick. During these weeks the town was practically dependent on the McCormick firm for fuel. Then these other men went back to work until September, when a lock-out occurred, and then the McCormick firm filled the same position in supplying the town (28,051-2). This firm stood alone throughout (28,093-4). So far as they were concerned the strike ended in May, as they never took any men back. The general disturbance lasted from May till September (28,095).

General strike.

During the strike the business of the firm suffered, but since that time it has increased (28,069-70).

* See below, under similar evidence, p. 34.

Docks, &c. Before the strike the firm made no objection to its men belonging to the union, but has since then objected to their doing so, on the ground that it does not conduce to peace. So long as unionists would work alongside of non-unionists the firm had not raised the question. This was the point on which they fought the men. They, the men, raised the point, and the employers were obliged to adopt the same position (28,071-2, 28,091-3, 28,096-9, 28,108-15). To voluntary associations the firm, as employers of labour, had no objection whatever (28,104-7).

The firm had free intercourse with all the traders of the city at the time the witness spoke, except with the importers of American bacon. When these traders attempted to open up intercourse with the firm their men all walked out. The dispute was referred to Mr. Field, as arbitrator (member of the board of arbitration). The award ordered the men back, and told them that they were very injudicious to interfere with the employers in getting their goods carried in the most suitable and cheapest way. Mr. Canty worked upon the men at that time in a number of addresses (28,100-1).

Docks, &c. Relations of the firm with the other traders of the city.

SHIPPING.

SHIPPING.

SHIPPING.

Witness examined:

Mr. G. DONALDSON, Deep-sea Tugmen.

Mr. GEORGE DONALDSON.

The Amalgamated Tug Boat and Ferryman's Union. General Secretary of the Amalgamated Tug-boat and Ferryman's Union, which includes the majority of deep-sea tugmen on the River Thames. Formerly leading fireman on board a deep-sea tug (16,996, 17,000, 17,032-4). The union has existed three years, and was organised by the witness (16,997-8, 17,065). It contains 570 members. Another society "represents the small tugs that do barge work" (16,999-17,000). "The total number of men who go away in deep-sea tugs" are about 740 (17,057-64).

cubic space for each man. He had never heard of interference by the Board of Trade. There are four men on watch at a time, "but while they are in port " or out seeking there are six men down below." Sometimes there is only one man on watch (17,013-7, 17,046-9).

The average rates of wages are—

- (a.) For captains 2l. a week and 2½ per cent.
- (b.) For mates, from 1l. 15s. to 1l. 10s. a week.
- (c.) For deck hands from 1l. 7s. to 1l. a week.
- (d.) For engineers from 3l. to 2l. 5s. a week.

Wages.

No strike. No strike has occurred since the formation of the society, nor has the society had any but friendly relations with employers until within the last two years. The employers, 18 months before the giving of evidence, began to change their attitude and show preference for non-unionists. "They have intimidated the crews, and told the men that if they " belonged to the society they would not find employment " (17,028-9, 17,070). There has been a "rumour" that union men were to be paid less than non-unionists, but this has not been brought into force yet (17,071-3).

There is a great dissatisfaction with the system of pay nights, which involves detention and loss of time to the men. They are kept standing about at a street corner instead of being allowed to go home (17,025-6, 17,027).

An increase of wages was obtained 12 months after formation of the witness' society. He had an interview with the owners, and after negotiation they gave an increase of 3s. 6d., 7s. 6d., 5s., and 10s. a week (17,066-9).

Increase of wages obtained by negotiation.

Relations of unionists and non-unionists. Members do not object to work with non-unionists. They have always found that working amicably with them was the best way to induce them to join the union (17,030-1).

There are three classes of boats. The first, which go to the continent, are largely manned by boys. The captain, the mate, and the engineer are the only men, the crew is composed of lads ranging from 16 to 22 years of age. The witness held that loss of life was to be traced to this system of manning by boys. They are employed because the wages are so low and the risks so great, that married men cannot afford to take the work. The third-class boats, the small river boats, are in the way of taking boys on board at 13 years of age. These boys serve two years in the galley, and are then made "fourth-class deck hands" for two years, going as far down the river as Southend. From that they pass to a second-class boat, and thence at about 17 or 18 years of age to a first-class boat, when they do a man's work (17,005-9).

Three classes of tug boats. Boy labour.

Hours. Hours of actual work are from 70 to 100 per week. The large boats are under the Board of Trade, but have no regular hours of work. Twenty-four hours a day is the rule for a man employed on a deep-sea tug. Sometimes after a week's absence a man will be kept waiting several hours on his return, for orders, and then he may be sent off again without seeing his family. In Liverpool there is a system of keeping spare men so that leave of a few days' absence can be obtained sometimes (17,001-4, 17,042-5, 17,075, 17,050-6).

The witness proposed:—(1.) That tug boats should carry more men or that they should be under the Liverpool system, which allows a man two days at home between voyages. His society holds that from 60 to 70 hours work a week are quite enough, and there should be such increases in the number of men that they would be able to change their ship from time to time. At the same time there should be no reduction of wages. In Liverpool, where the relay system prevails, wages are better than on the Thames (17,076-89).

Remedies: (1.) Regulation of hours and employment of more men.

Regular leave of absence given in six months only. The deck hands keep watch and watch. It is very seldom when a tug comes into port that it remains some days before another tow; as a rule there is a ship waiting for the tug. Each tug is cleaned out once in six months, and this is the only time when the crew can be sure of time off; all other times are quite uncertain (17,036-8). The coaling of the larger tugs is generally done at Cardiff or in the Tyne. The smaller boats that go to Southend and the Nore coal mostly at a hulk at Gravesend (17,039).

(2.) That boys on board a tug should have to serve a certain time, just as an able seaman does on a sailing ship. If the Board of Trade regulated this matter "it would be safer for the men" (17,010). Practically there is no protection for the deep-sea tug boatmen at all. There is no special course of training, and there are no examinations. Boys start as in an open trade, and only rise to be captains after from 20 to 30 years' service. Watermen and lightermen may come in and compete against them. An examination should be instituted, first to ensure that the men should be efficient; and, secondly, to prevent too much competition for entry into the trade (17,010-2, 17,018-24).

(2.) Regulation of boy labour.

Deep-sea tugs. The deep-sea tugs which go to the continent, as well as England, Scotland, and Ireland, generally tow sailing ships. If they are detained by stress of weather they generally anchor in the reach (17,040-1, 17,017).

Regularity of employment. Employment is very regular. The union has very few of its members ever unemployed; never more than seven or eight at any time (17,079-80).

Accommodation. The accommodation on some of the large boats is poor and insufficient. Eight men have to sleep, eat, and share room with chain locker, old ropes, and other matter, in a space that is 18 feet by 13 feet in the widest part. The witness knew of no regulation as to

(3.) Institution of examination.

RIVERS, CANALS, &c.

RIVERS,
CANALS, &c.RIVERS,
CANALS, &c.

Witnesses examined:—

Mr. A. FREY, Association of Master Lightermen and Barge-owners.
 Mr. H. JUETT, Hon. Secretary, Amalgamated Society of Foremen Lightermen of the River Thames.
 Mr. J. W. NOBLE, President of the Watermen and Riverside Labourers' Union.
 Mr. J. BRYDONE, Inspector under the Canal Boats Act.
 Mr. M. MALONEY, Senior Investigator, Goolle District of the Dockers' Union.
 Mr. G. SMITH of Coalville, Working and Amendments of the Canal Boats Acts, 1877 and 1884.

Mr. ARTHUR ABRAHAM FREY.

Association
of Master
Lightermen
and Barge-
owners.

Represented the Association of Master Lightermen and Barge-owners, who are "affiliated with wharfingers" and dock owners (16,733, 16,827). The Association "has some 120 members who represent 97 firms," with 4,600 barges and "in addition to that some 50 to 60 steam tugs" (16,734-5).

Four strikes.

Gave information as to four strikes with which he had been acquainted. One of these was local, the other three developed into general strikes (16,736-8).

First strike
in 1889.
General.

The first strike was from September to October 1889. "The cause was so-called sympathy" with the dockers. All the employes of the witness joined the strike, which he held was not spontaneous but caused by agitation. Intimidation accompanied the strike, and police protection was asked for by the witness' firm, but it was not obtained (16,739-45). The matter was settled by an arbitration under Lord Brassey, and the masters made concessions both in hours and in wages (16,746-7).

Second
strike in
1889.
General.

The second strike followed very shortly afterwards, and lasted from November 4th to 9th, 1889, and was caused by the working lightermen not complying with the terms of the award in the matter of night work (16,748-50). This strike was settled by the master lightermen yielding to pressure from the Mansion House Committee (with whom they did not wish to have negotiations), and from the shipbrokers of the port. The master lightermen gave way for the time (16,751-2).

Third strike
in 1889.
Local.

A third strike, which lasted only a few days, occurred in the same year, November 15th to 18th, 1889. It affected a very large firm of lightermen, and "arose" out of a question of the moveable hours "arranged for by Lord Brassey's award (16,753-6). The strike was settled by all the firms belonging to the witness' association coming forward to do the work of the firm affected or threatened (16,756).

Fourth
strike.
Originally
local.

The fourth strike was caused by sympathy with the Carron and Hermitage Wharves dispute (16,757-9). It lasted "some three weeks or so," and was ultimately settled by a threat of discharge made by a combination of all the employers (16,760-1).

Alleged
office of
Lord
Brassey's
award.

The award of Lord Brassey was an award made by one who did not know the conditions and technicalities of the trade. The increased charge and expense in the night barge work, which it brought about, has made London one of the most expensive ports, and this has been one of the factors (though not "the whole and sole reason"), which have brought about a considerable transfer of traffic from London to continental ports. There was once "a great business" in the trans-shipment of goods for the continent from vessels coming to London from India. "Such business is now almost entirely lost" to the port (16,763-4, 16,779-85). The witness considered that the increased cost "taken all round" on such trans-shipments would be found to be 4d. per ton, although it was difficult to arrive at an exact estimate owing to the difference between night and day charges. He thought that a difference of even 2d. a ton would be sufficient to divert traffic to continental ports (16,781-2). In the witness' association notes are compared, at regular meetings, of the business done. Export and trans-shipment was at one time one of the chief branches of the business, and "that has almost entirely declined." Other branches of the business have not increased as might have been expected in direct ratio with the natural increase in goods that have been imported. The figures for the Port of London compared with the figures for Antwerp and Hamburg show that the increase in the latter towns has been double that of London. There was a tendency in the direction of this change before 1889, but after 1889 the tendency "developed into a perfect rush." Other countries

are now developing their docks and taking pattern by what has been done in London in the past, but the diversion of traffic "all depends on the facilities a shipowner has for obtaining goods after he has discharged." There is no gain in "a vessel landing certain goods at a port, and then coming away empty. The shipowner would make a cheaper rate for London, because he knows that he would simply have to stay in dock there and get his ship loaded up for another port" (16,864-6, 16,796-8).

The award of Lord Brassey guaranteed 6s. for a full night's work to a lighterman (16,806-9). In many cases, however, a master lighterman has to pay 6s. for a quarter of an hour's work, and that is how their expenses are so great. It is more common that the lighterman working at night does a limited amount of work than a full night's work. Wharves load goods in the daytime and the docking is mostly done by watchmen in the docks, so that the lighterman has little to do but take his lighter or barge down with the tide from the wharves to a dock or continental steamer (16,810-7). If a job (i.e. "from one ship to another") is done before 12 o'clock at night the price paid to the men is 4s.; if after 12, the price is 6s. Whereas for the daytime wages are paid by the day, for the night time wages are paid by the job (16,766, 16,766-7).

Night work is inevitable, so long as the tide flows and the ports and the railways compete (16,765). If a barge has to await a turn alongside a ship the lighterman "would be supposed to be with his barge," and that is the reason the cabins are fitted up with a fire-stove and a locker; the man could go down and go to sleep, for which he would be paid this 6s. In all cases after midnight the job, long or short, costs the master 6s. Watchmen's wages are 1s. 6d. less.

The number of men in a barge when navigating is one man if a barge be of 50 tons, or two men if a barge be over 50 tons. If a barge of over 50 tons is towing behind a tug, one man is sufficient (16,788-95, 16,830-1).

Lord Brassey's award is still upheld in its entirety; any departure from it would involve a *quid pro quo*. The witness affirmed that the masters had met the award and the men's wishes in every way, but they were certainly deceived in the matter of the night work. They would "like to see an understanding on "the question of night work." They had concerned themselves chiefly with their own business, and were not prepared to enter into large questions concerning re-habilitation of the port of London (16,815-7, 16,818, 16,827). The Merchandise Marks Act had not affected the master lightermen (16,821).

The master lightermen were compelled by experience to regard conciliation or arbitration as a failure. They had during disputes provided large accommodation for meetings, and the meetings had proved unsatisfactory. While they were doing this, the Carron and Hermitage Wharves strike took place, and to their great surprise the lightermen participated in it (16,762, 16,810-20).

It was not within the knowledge of the witness that the master lightermen had put up black lists of workmen in their offices, and he did not give the slightest credence to the statement (16,823-6). The witness produced prints (see Appendix 116) to prove that the "only black lists issued had been issued by the president and secretary of the Amalgamated Society of Watermen and Lightermen against members of the witness' association (16,769-71). Co-operative working as between masters and men had been attempted but had not been found to answer. The uncertainty of the "duration of a job in lighterage" was, in the witness' view, the cause of non-success (16,772-3).

Terms of
the awardNight work
is necessary.Number of
men in a
barge.Masters
meet
men's
attitude
the award
and to
men.Conciliation
a failure.

Black

RIVERS,
CANALS, &c.

Refrutations:
(1.) Ques-
tion 8221.
Sanitation.

Certain statements by Mr. Fairbairn were replied to by the witness:—

(1.) On the subject of sanitation in barges. The witness held that the evidence given had been more than absurd, and he stated that the "sanitary conditions of the labour are as near perfection as can possibly be" (16,767-8, 16,836-8). Pumps are fitted into every barge for the removal of bilge water, which is bound to accumulate in everything afloat "even the finest ironclads." When the masters "put a man on board a barge it is his duty to look to the "water," as well as to the navigation of the barge (16,859-63). Fireplaces are provided on every barge, and this for the reason (among others) that they sometimes convey customs officers, and "a customs officer would not go and spend a night on board a "barge without a fireplace" (16,857-8).

(2.) A report on the case of the boy Murray who was drowned.

The witness regretted that an entirely incorrect report was made. While negotiations between the employers of the lad and his parents were going on, on the subject of compensation, the Amalgamated Society of Watermen and Lightermen intervened. This society obtained from the employers a sum of 50l. on behalf of the parents. The parents complained that part of this sum was deducted by the society. The witness declared that had the matter been left in the hands of the employers, who were looking after the interests of the lad, the parents would have received a larger sum than the entire amount paid (16,774).

(3.) That men wished for more permanent employment. According to the witness it was not the employers who objected to taking the men on permanently, but the associations who object to their being so taken on, "on the grounds that each one should have some "employment, turn and turn about." The masters formerly had permanent men in their employment, but these men were withdrawn by their own society (16,775-8).

The witness further affirmed that it was very seldom indeed that a lighterman had to remain many hours on land on his barge. When the barge is aground it is taken charge of by a watchman (16,838-41). The witness did not know of any case where a man had to spend from Monday to Saturday on his barge. Resident barges were specially fitted up (16,847-51).

A previous witness had stated that the registration of barges was not as it should be.

This witness affirmed that he did not know of wilful under-registration, and that under-registration of barges would be "against the master lightermen if anything. It might operate against the master "lighterman when he was sending in his charge for "demurrage" (16,842-8). To the question whether, if a barge is under-registered there was a probability of its being undermanned, the witness "could give "a yes or no "but guided by special "circumstances" (16,867-72).

The statements as to the undermanning of the barges at night, the witness declared to be entirely incorrect. The cargo carried by a barge as a rule is of value, and as the master lighterman would be responsible for negligence, he would not for his own protection underman his barge. Moreover, "an overtonnaged barge under oars" requires a second hand. When a master lighterman sends his barges away at night, "in nine cases out of ten they are sent down in tow "of steam tugs"; under these conditions only one man is required on a barge of over 50 tons (16,852-3).

It was hardly the case, the witness said, that the master lightermen used the apprentices indentured to the working lightermen for their own purposes. It was quite in accordance with an apprentice's indenture, and with the rules and regulations of the Watermen's Company, that the master lightermen should provide a light and easy job for the apprentice when the working lighterman happened to be "out of employ" (16,854-6).

Mr. HENRY JUETT.

The Amalgamated Society of Foremen Lightermen of the River Thames.

Honorary Secretary of the Amalgamated Society of Foremen Lightermen of the River Thames (16,873-5).

The society was formed after the strike in consequence of pressure put upon the foremen lightermen by

members of other societies. These men had told the witness and other foremen that they would refuse to take orders unless the foremen had a ticket and joined their society. The Foremen's Society numbered nearly 300 members, and included nearly all the men in the business (16,876-80).

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Refrutations of statements by Mr. Fairbairn were offered:—

(1.) That the proportion of apprentices to adult labour is 40 per cent.

The witness held that this could not possibly be the proportion. The number of apprentices is about 1,500, as against a total employed of 6,268, i.e., about 25 per cent. (16,896-8).

(2.) That dock work is done by boys. Very little of this work is done by boys. It is done by watchmen or "freemen" (16,899-900).

(3.) That there is much Sunday work and night work. In the firm represented by the witness, which employed between 50 and 60 barges, and with which the witness had been connected 20 years, "there is not "one lighterman out on Sunday for navigating once "in three months. There is only so much night "work as is inevitable. A lighterman would only "work on one tide or the other" (16,901-3, 16,922).

(4.) That wages are not improving. Men are paid much better than they were a few years ago, and the men do less work. For 4s., a lighterman is sometimes only "at work about half an hour or three quarters" (16,904-5).

(5.) That lights are required on barges. A store of lights is always kept in readiness in a "dummy barge" at the quay. A foreman sending a man down to the Albert Dock or below Charlton would take great care to give him his orders to take a light. They are not kept in the barges "for the "simple reason that they would never be ready "when required." In case of collision a barge could not recover damages if it were proved that she had no light (16,906-7).

(6.) That the number of unemployed is usually 35 to 40 per cent. This, in the witness's judgment, must be impossible. Even in the very slackest time the witness had experienced, there could not have been more than 20 per cent. unemployed (16,910-1, 16,961-4).

(7.) Statements as to pumps and sanitation.

Pumps are always placed so as to drain a barge of bilge water. "In a quarter of an hour a man "could get his barge sweet if he liked to do so." The witness' firm cleans, overhauls, and paints its barges every year, and he could speak well of the "condition of other people's craft" from observation. The bulk of the barges on the river are very well fitted up. As for coal barges, it is not generally expected that a cabin should be found in them. Most of the work in them is done by the job, and when a man gets to his destination he leaves his barge. There is no need for sanitary care in the case of coal barges. "All other classes, even to tank barges," are in a good sanitary condition (16,912-3, 16,921-30).

(8.) That men sleep on coal barges.

The witness did not know of any man sleeping on a coal barge. The idea was "quite a new one" to him "altogether." Coal barges sometimes discharge at night, but the lightermen merely have to take them to their destination, and then the "coals" take over the charge of the barge. "There is very seldom a lighterman with coal barges when load- "ing, practically they load themselves" (16,926-9, 16,931-3, 16,985-9). Since the strike it has become more common to live on shore (16,914-5).

(9.) That a black list is used by master lightermen.

The witness knew nothing about a black list. He handed in a printed notice issued by the masters, referring to the men who had left their employment. This merely stated that a man would not be re-employed if he refused to obey orders. Some of the men came to the witness after the strike and asked him to help them to regain their places. The witness made inquiries of the secretary to the Association of Master Lightermen, Mr. Youwin. He received the reply that there was no need for any man to be out of employment, as he had only to give

Refrutations:
(1.) Ques-
tions 7927-3.
Appren-
tices.

(2.) Ques-
tions 7927-
31. Em-
ployment of
boys.
(3.) Ques-
tions 7883,
7459-69.
Sunday and
night work.

(4.) Ques-
tions 7406-7.
Improvement in
wages.

(5.) Ques-
tions 7406,
7204-8.
Lights on
barges.

(6.) Ques-
tion 8029.
Number of unem-
ployed.

(7.) Ques-
tions 7881, 2,
8217-21.
Pumps and
sanitation.

(8.) Ques-
tions 6075
and 16,916.
Sleeping on
coal barges.

(9.) Ques-
tions 7511-3.
Black lists.

(3.) Ques-
tions 7948,
8100, 8024.
Compensa-
tion by
employers.

(3.) Ques-
tions 7960-
71. "Per-
manent"
men.

Registra-
tion of
barges.

Under-
manning.

Apprentices
and their
indentures.

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(10.) Questions 5290-1.
Coroners' inquests.

a written undertaking that he would obey orders, in order to be taken back at once (16,916-20, 16,934-42).

(10.) That friends of deceased men are not allowed to be represented, even through a solicitor, at coroners' inquests.

The witness himself had had a case in which a solicitor had represented the friends of the deceased, and the friends themselves had been able to communicate with the coroner (16,964).

(11.) Questions 7331-3.
Tugs and river swell.

(11.) Statement about a tug towing six barges.

"It is a fact that the more barges a tug gets astern of her the less surf or swell she makes." A tug going alone would be more likely to make a swell which would swamp boats than the tug with six barges astern (16,990).

(12.) Questions 7398, 8190.
Number of non-freemen.

(12.) That there are from 2,500 to 3,000 non-freemen. The witness had a balance sheet of the Non-Freemen's Society for the year ending December 1891, which gave the number of members as 854. He believed that nearly all the non-freemen belonged to this society since the strike. "The men in any firm will not work with these men unless they are society men" (16,990-5).

Compensation.

It is the general practice of the trade to give compensation in case of accident to the employed. The witness' firm had had a case in which, after a verdict of "accidental death" was given, they had paid funeral expenses and had given the widow 1*l.* He had never heard of a man bringing a suit or action under the Employers' Liability Act (16,965-75).

Apprentices' wages under Lord Brassey's award.

The witness read out a list of the apprentices' wages allowed by Lord Brassey's award:—

	s.	d.	s.	d.
First year	1	8	1	6
Second year	2	0	2	0
Third year	3	0	2	6
Fourth year	3	6	3	0
Fifth year	4	0	3	6
Sixth year	5	0	4	6
Seventh year	6	0	4	0

for a short night and 6*s.* for a long night.

The seventh year wages are freemen's wages (16,983-4).

Remedies advocated or objected to: Apprentices.

Remedies proposed by the witness are:—

(1.) That all boys should be apprenticed uniformly and for seven years. Under the present system, one lad gets his full pay as a freeman before another. The witness himself had got his freedom two years before another lad working alongside of him, who had been apprenticed at the same time. He thought seven years was not too long. A man should thoroughly learn his trade before he has his freedom. There is something fresh to learn almost every day in the lightering business (16,881-6, 16,976-82).

(2.) "That a freeman taking an apprentice should take some responsibility with that apprentice."

A change of ownership in the trade, a passing of the business into the hands of limited liability companies and out of the hands of small employers had lessened, in the witness' opinion, the sense of responsibility of the freeman on account of his apprentices. "Some times they take an interest in the lads and get them to work; at other times the lads have to do the best they can for themselves." They should be properly taught by someone who can and will certify to their fitness before they are allowed to navigate (16,887-94).

(3.) It would be well that a lad should have a certificate of competency as far as swimming is concerned, before he is apprenticed (16,895).

Manning.

(4.) Two men are not required to navigate or work small craft since towing is so much in use (16,908-9).

Governmental inspection of craft.

(5.) Governmental inspection of craft is not required. The present system of declaration by the master and registration at the Watermen's Hall is sufficient. The registration is fairly carried out (16,943-54).

Mr. JOHN WILLIAM NOBLE.

Watermen and River-side Labourers' Union (17,020).

President of the Watermen and Riverside Labourers' Union (17,020).

The union was established August 6th, 1892, and its head quarters are at Leeds (17,041-3).

It has about 120 members in good standing, who are employed as watermen and general labourers, discharging and loading boats on the Leeds and Liverpool and Aire and Calder Canals (17,095-6).

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One strike for advance of wages.

They had only had one strike since the society was formed. It was caused by a demand for increased wages. The advance asked was 3*d.* and 1*d.* per ton to the different stages, "that is, above Leeds to Bradford, Shipley, Keighley, Skipton, and some two or three miles further up. Some stages were a way back in the pay from the others, and they were asking 1*d.* in those stages to make them about equal with the other wharves" (17,097-109). A stage is the distance between one coal stait and another (17,100).

The demand was at first refused, but was conceded after a fortnight. There was no trouble or disturbance during the strike, and the cost was slight (17,110-3).

Since this advance was conceded there has been no serious difficulty (17,114). There have been temporary disputes, but advances were in all cases conceded, to the total extent of 4*s.* per week (17,104).

Numbers in the union have declined since the strike, as there was some internal difficulty about the terms that should be accepted. The executive committee accepted for certain members a less sum than they thought themselves entitled to. These members did not at once retire, the witness said; they waited until the winter and the distress fund had come to an end. "These men did not know really what organisation is." The best men remained in the union (17,104).

Decline of the union.

The union had no complaint against employers. If a dispute did not terminate in an amicable agreement, a notice would be given of 14 days, and reference would then be made to the Leeds Trades and Labour Council, on which all trades are represented. They have power to refer to the board of conciliation (17,105, 17,107-15). There has been hitherto no case of reference to this board (17,114-5). At first the trades council would help the men by placarding the town and by organising arrangements for picketing. Information could then be put before the conciliation board by delegates from the trade, "and then they would leave the association to fight it out afterwards." The board has not been called upon to settle many difficulties, but it is to be hoped that it may help to settle future disputes (17,116-27). The union contributes regularly to the expenses of the Leeds Council (17,163-4).

No complaint against employers. Leeds Trades and Labour Council.

Not more than 15 men in the union can write their own names or read. "They average from 55 down to 18 years of age, and some 17" (17,106, 17,128-9).

Non-members make use of their children in their work from a very early age, and by travelling they avoid the School Board Act. The witness knew of cases "not a few" (17,106, 17,135-7). He had hardly thought it his duty to interfere. He and his union would scarcely know how to handle the matter, "it would be a complicated affair." The board school officers have been spoken to many times, but the difficulty is to catch the offenders, who are "here to-day and gone to-morrow."

Child labour.

The union has already sufficient difficulty in carrying through its own business owing to the lack of scholars among the members. It could not undertake extra business (17,128-39). All the married members of the union have settled homes for their families (17,140-3).

Earnings of non-society men are about 22*s.* per week, of society men up to 25*s.* per week. These wages are inadequate in view of the work that is performed. The witness could not account in any way for the fact that men could prefer to stay outside the society at a less wage than those in it (17,132-62).

Earnings of non-unionists and unionists.

The witness strongly advocated prohibition of presence of women and children on board, and that boatmen should be compelled to have settled homes for their families. Sanitary advantages would be gained for the women and children; the children could be educated, and the boatmen would be influenced in the direction of steadiness and morality (17,147-51, 17,165-7).

Remedies.

Mr. JOHN BRYDONE.

Inspector under the Canal Boats Acts since 1884. His district extends over all England and Wales (17,168-72). Gave information relative to evidence by former witnesses on the working of the Acts (17,172).

Inspection under the Canal Boats Acts.

Roughly speaking, 12,000 boats, of which 10,000 may be taken as now in working order, have been registered since 1877 throughout the country.

Registration.

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There are 121 registration authorities and 317 inspectors to carry out the requisitions of the Acts. These authorities are urban and rural, and are only concerned to remedy insanitary and overcrowded conditions of the boats (17,173, 17,193-4).

In 1891, 28,704 boats were inspected ("that means that each boat would be inspected about three times").

Contra-ventions.

The total contraventions, of which a third were in the Liverpool, Hull, Manchester, and Salford districts, were 2,812. A large number of these were for masters of small import, *v. g.*, not having certificates properly marked. Overcrowding was found only in 112 cabins, and only 27 women were found over the age allowed by the Acts. The standard for test of overcrowding is that 60 cubic feet should be allowed for each adult. Not 15 in 1,000 boats were in an insanitary or dilapidated state, and the owners put them in order after the inspectors had called attention to them. "The bulk of the boats are in an exceedingly cleanly condition." Only 11 cases of infectious disease were found by inspectors (17,173, 17,191-4).

Over-crowding.

Altogether there were 524 less infringements in 1891-2 than the previous year, and only 25 cases were taken into court. The rest were remedied on printed notices having been served (17,173).

Sanitation.

Generally, the witness said, the Act was "very well worked indeed." In reply to a previous witness who spoke of instances of overcrowding, this witness said that that was an opinion which should not be expressed without examination of the certificates (17,177-8, 17,207).

Cases taken into court.

General working of the Act.

Merchant shipping, and also under.

There are a large number of boats which are under the Merchant Shipping Act, and on these the witness had seen cases of considerable overcrowding. In case of damage to craft the owners can assess damages more easily under the Merchant Shipping than the Canal Boats Acts. In Winsford alone the boats have nearly all been withdrawn from the latter Acts. The Aire and Calder boats are principally under the Canal Boats Acts (17,174-5, 17,184).

Infection of children.

Inspectors under the Canal Boats Acts are only concerned with education of children on the boats indirectly. They make inquiries and use "moral suasion" to induce the captains to leave the children at home with relatives (17,208).

The witness had details of the occupation of 8,734 boats, showing that there were living on board those boats 2,194 children, of whom 644 were of school age. Out of a total of 2,511 children there would be about 737 of school age all over the country.

One-tenth of the boats are permanent ones.

In many districts the owners prohibit the men from taking their wives and children, and in many cases the boatmen themselves elect to leave their families on shore. Not more than one-tenth of the boats are permanent homes, and the children on them in large numbers receive education. They have pass books to the schools. One child had made as many as 200 attendances in one year. In the Midland districts the children have the advantage of Sunday schools in connexion with the Boatmen and Seamen's Friendly Society. These have 800 children on their registers. Birmingham is the only place where the system of school pass books has been adopted. The instruction for the children on boat homes was admitted by the witness to be irregular at best. Those children who have passed the standards are children whose parents have homes on land (17,173, 17,185-90, 17,195-306).

Remedy.

The best method for diminishing the number of children on board is that by which the inspectors have worked for seven or eight years. Legislation will not help the matter (17,210).

Hours.

Hours of boatmen are sometimes as few as eight a day, sometimes as many as 16. The work is not heavy, and the occupation is proved to be healthy. Most of the men sleep six to eight hours in the 24, these they reckon in with the rest in calculating amount of work from beginning to end of a journey (17,175-6).

Earnings.

Earnings range from 16s. to 45s. a week (17,175).

Mr. MICHAEL MALONEY.

Goole district of the Dock, Wharf, Riverside, and General Labourers' Union.

Senior investigator for the Goole district of the Dock, Wharf, Riverside, and General Labourers' Union. This post implies that if there is any dispute between employer and employees, he has to investigate and attempt to bring about an amicable settlement (17,211-4). The union was formed in November

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1889, and includes, besides fly-boatmen, the North-eastern lightermen, the Manchester, Sheffield, and Lincolnshire Railway Company's men, and Hull and Barnsley lightermen (17,217, 17,262).

Dispute of Aire and Calder fly-boatmen 1891.

A dispute took place in December 1891 between the Aire and Calder fly-boatmen and their employers. The men asked for an increase of 7½ per cent. In 1878 the witness said a decrease of 12½ per cent. took place in the men's wages. Since that time business was better for the company and work had increased for the men through the use of modern appliances and introduction of hydraulic machinery.

Negotiations with employers.

The witness waited upon the employers in June 1891, and received a promise of 2½ per cent. increase. This was applied for by letter in August, when a reply was received from one of the employers, through his secretary, that he was away on the continent and would not be back for some time. "This raised the ire of the men, and they said, 'We will not take 2½ per cent., we will take 7½ per cent., which the company took from us some years ago.'"

Arbitration offered by employer.

The employers then offered 5 per cent., which the men refused (17,214-23, 17,233). A strike ensued, which lasted four weeks (17,224-6). Before it began the witness waited on Mr. Bartholomew, one of the managing directors, and offered to submit the matter to arbitration. This was refused, but the men were given permission to send any respectable chartered accountant to examine the books (17,226).

Small concession gained.

It ended in "a small concession with regard to the extra labour" from Leeds and far up the West Riding.

Cost to the union.

The cost to the union of the strike was about 430*l.* in wages (17,227-32). The company had arranged for a meeting place, on 22nd December, for all the men of Goole in their employ, and issued voting papers on the subject of the dispute. The witness produced a paper issued by the manager of the Aire and Calder Company, giving the view of "the navigation" of the advances that had already been made, namely, "October 1889, advance of 2½ per cent.; July 1830, advance of 2½ per cent.; November 1891, advance of 2½ per cent.; December 1891, advance of 2½ per cent.; add for overtime, 1½ per cent." This, the witness said, was wrong. The men, with one exception, voted for the strike (17,233).

Overtime.

Overtime* is now paid for at the rate of 1½ per cent., i.e., overtime only reckoned when the men are either loading or discharging their fly-boat. "If the men are working until 6 o'clock at night, and if they have got to work two hours more to finish the discharging or loading of their vessel, they are paid for it; but if at the end of that two hours they are required to leave one station, e.g., Goole, and go to Leeds, which is 21 miles off, then, although the men are at work, their overtime ceases." During the moving of the boat "it is always watch and watch" between captain and mate, but during loading and discharging one man is responsible, and then only is overtime pay allowed. The witness considered that all kinds of overtime should be paid for. Overtime after 6 p.m. is paid for elsewhere. "If a lighterman belonging to the Hull and Barnsley Company, or the Manchester, Sheffield, and Lincolnshire Company, or the North-eastern Company, is required to move his lighter from one station back to another between 6 p.m. and 7 p.m., he is allowed 1s.; from 7 p.m. till 5 a.m. he is allowed 2s. for it" (17,239-42, 17,304-28).

Increase of work.

Men are now doing double work, and yet have not received an equivalent increase of pay (17,243-4).

Wages and "trip money."

Captains receive 2*l.* 8*s.* a week and the mates 1*l.* 10*s.*, with an addition to both of "trip money," which averages for the captain 10*s.* a week, but sometimes does not amount to more than 1*s.* 8*d.* in a month, although usually two or three trips are made in a

* The witness, on having his attention drawn to the apparent discrepancy in the answers at Questions 17,239 and 17,241, wired, in a letter to the secretary dated November 28th, that the 1½ per cent. is "paid only whilst the vessel is loading or discharging cargo," and in a letter dated November 28th says that the answer (at 17,241) is really intended to be to the following effect—"We have not 104 per cent. back" *viz.*, *viz.*, allowing ½ per cent. for overtime which we contend is really the amount paid on the average, although the company profess to give 1½ per cent. for that work, but as all overtime, *viz.*, when moving from station to station is not paid for, their statement is incorrect." (For the letters in full, see Appendix 113 to the Minutes of Evidence). —G. D.

RIVERS, CANALS, &c.	month. "The captain gets about three-fifths and the mate two-fifths" (17,245-54).*	Neither party, he held, should be subject to imprisonment in lieu of a fine (17,343-4). His opinion was that public opinion is the great factor in all disputes, and that that side gains the victory which has public feeling in its favour (17,345).	RIVERS, CANALS, &c.
Dissatisfaction of employed.	The men are not satisfied; they think that "through the great increase of work they should have rather a larger increase of pay." The wages are for seven days a week, night and day. Nominally the employer has double crews, but one man only is to load and deliver at the principal stations. "The men at different stations are inexperienced men, and they do not understand the working or management of these boats, others get the captain into trouble, sometimes, and compel both the men to work because of their inexperience" (17,244, 17,255-7).	(2.) The company should be compelled to allow the men to go home every Saturday night. The witness had drawn Mr. Bartholomew's attention to the matter, and he had given instructions to the officials of the canal company of the kind required (17,276-9, 17,284).	(2.) Weekly holiday.
Use of steam power.	The advances or restoration of reductions that have been obtained could not have been obtained without the organisation of the union (17,258-61).	(3.) The Legislature should inquire into the boatmen's conduct and competency. As matters are, they have no certificates, and the incompetent cause trouble to the competent and upset their work. The captain is held responsible by the company for the incompetence of mates whom they appoint (17,257, 17,280, 17,295).	(3.) Certificate of competency.
The "horse marine."	The principal "motive power is steam on all the stations with the exception of the upper canals" (17,273-4).	(4.) All overtime should be properly paid for (17,318-28).	(4.) Payment for overtime.
Sanitation of the boats.	When travelling between Leeds and Bradford the vessels are "generally hauled along the canal by a horse." The mate has to provide sleeping accommodation for the "horse marine" in the fore-castle, and "if not he has to pay money out of his own pocket to get him lodgings." The captain has the cabin, and "it would not do to foist this man on to the captain, whilst the mate has a place of his own." The mate may be a married man with four children, and the captain may have four children at his end of the boat (17,269-75, 17,296-303).	Mr. GEORGE SMITH of Coalville. Had a good deal to do with the promotion of the Canal Boats Acts of 1877 and 1884, and had greatly interested himself in and written largely on the condition of the floating population on the canals (28,305-6). Author of "Our Canal Population," "Canal Adventures by Moonlight," and various lectures and pamphlets (28,306).	Promotion of the Canal Boats Acts, 1877 and 1884.
Short and excess deliveries.	The witness disagreed with the evidence of Mr. Juett as to the sanitation of the boats. In his experience it was not so easy "to get shut of" bilge water as had been said. Even if there were no bilge water there are other causes of insanitation, such as unhealthy cargoes. If illness breaks out on board among the captains' families the employers take steps to conceal the fact from the inspectors (17,265-6).	The number of canal boats and barges employed in England are from 20,000 to 25,000. On these boats there are from 18,000 to 20,000 men; from 4,000 to 5,000 women; from 9,000 to 10,000 children of school age, boys and girls being about equal in number. The census returns for inland navigation service are entirely misleading; not more than a third of the canal population had been entered on the census of occupations, owing to the difficulties of getting the returns through the shifting nature of the life of the class (28,351, 28,386-94). Numbers of adults on the boats are very much the same as 10 years ago (28,381).	Numbers of canal boats and barges in England. Census returns are misleading.
Remedies:	He complained of the method adopted by the company of dealing with short and excess deliveries of cargo. It is impossible for the boatmen to check the amount of cargo effectually, and yet if they are, e.g., one sack of grain short they are held pecuniarily responsible, whilst if they are in excess at any time the excess is not allowed to stand over and cancel a short delivery. One man once kept a bag of peas (in excess) over for two trips for this purpose, and was then accused by the agent of wishing to steal it. Half yearly advertised sales are held by the companies of the excess foods. Claims for lost bags may then be put in (17,281-3, 17,295-94).	The Canal Boats Acts have been carried out in a slipshod and inefficient manner, but they have in some respects raised the canal workers to the same social condition as that they held, on the opening out of the canal system, a century ago. Child labour has been very much reduced in the carrying out of the Acts (28,368, 28,329, 28,388).	Inefficient working of the Acts.
(1.) Arbitration and conciliation.	Among remedies for the evils complained of by him the witness advocated:— (1.) Arbitration and conciliation (17,234, 17,329). He would always rather settle matters of dispute without strikes, and declared that the strike of December 1891 would have been avoided if the employers had agreed to his suggestions (17,226, 17,233).	In the Canal Boats Amendment Bill, promoted by the witness from 1881 till 1884, a clause, limiting the work of children under 13 to those who had attained Standard III, as defined by the Education Code, was struck out by the Select Committee in 1884 under pressure from the canal association and some leading canal proprietors. If this clause had been retained, the witness held, a far better class of boatmen would have been in existence at the present day (28,308).	Clause struck out of the Amendment Bill.
Hull Board.	He said he was a member of the Hull Board of Conciliation, which is composed of eight representatives of the Trades Labour Council and eight of the Chamber of Commerce. It had been in existence one year and eight months, but had not been called on to act (17,235). He was in favour of fixing a limit of time during which awards should be binding, and suggested 12 months (17,236).	The witness pointed out that the law prevents all other classes of children under British rule, except these canal children and gipsy and van children, from being employed in light or in heavy employment until they have passed the necessary standards of education, and after that their employment is regulated up to a certain age. Canal children are kept in an ignorant and enslaved condition by their natural protectors. The hours of adults on canals are abnormally long, and the hours of children are affected by this fact. The work performed, apart from long hours, is far too heavy for children. Such work as winding lock paddle had been known by the witness to result in the maiming and disfiguring of children for life. Boating parents, given to drinking habits, often entrust the working of their boats to their children while they stay behind at the public houses. As a consequence, boats, locks, and canal property are not handled in such a manner as to create public confidence, and absence of this has a depressing effect upon traffic and shares (28,307-8).	Exception neglect of interests of canal and van children.
A State official.	He advocated a form of State arbitration. The State should step in in any dispute by an official with power to compel both sides to submit to an arbitrator or arbitrators, who should be chosen by both employers and employed (17,332-4). His experience had been that where arbitration was impartial the men had abided by the decision given. The means of enforcing awards was dealt with by him. He proposed a fine for the employed, which might be imposed by unions or district councils. It would not be safe to fine employers, as this might move them to give up their works (17,332-4, 17,336-9, 17,340-1).	The main point that the witness wished to bring to the front was "the overworking of the children and their education" (28,326). So far as his experience went, there would be no difficulty in defining child labour. He would prohibit riding on the horse in so far as it involved care of the lines. Driving and stabling the horse, looking after and helping with the boat lines, winding the locks, steering, loading and unloading	Overwork of canal children and civil consequence.
Enforcement of awards.	* The witness, on having his attention drawn to the difficulties in the calculation of "trip money" (Questions 17,246-53), said in the letters above quoted—(1.) "The explanation as to trip money is that the captain's wages with the trip money averages say 31s. 6d.; the 17s. 10d. mentioned as mate's wages is without trip money, with trip money added, a mate now averages about 28s. 10d." (2.) "The ratio of three-fifths to the captain and two-fifths to the mate . . . is a rule that prevails invariably. The 1s. 8d. mentioned at Question 17,247 is given as an example of the small amount that is sometimes received as trip money . . . the 10s. at Question 17,251 is given as being the average sum received as trip money throughout the year." (See Appendix 119),—3, D.	The main point that the witness wished to bring to the front was "the overworking of the children and their education" (28,326). So far as his experience went, there would be no difficulty in defining child labour. He would prohibit riding on the horse in so far as it involved care of the lines. Driving and stabling the horse, looking after and helping with the boat lines, winding the locks, steering, loading and unloading	Importance of the subject of labour. Definitely required.

RIVERS, CANALS, &c.

change in canal employment since the spinning of the system.

insupportable nature of employment for women.

regulation of the same by magistrates.

legal interference with child female labour.

insanitary condition of canals.

effect on the health of boatmen.

Sunday labour.

the boats he would consider as employment. He had seen "mere babies carry bricks and things" out of the boat while the men were drinking in the public-houses (28,357-64).

When canals were first made women and children were not allowed to live and work on the boats, and it is only during the last 50 years, since the canal companies handed over the traffic to anyone who liked to place a boat upon the canals, that women and children have crept into the boats. The work of the locks is especially unsuitable, physically and morally, for women. "The construction and small size of the cabin, and the peculiar kind of labour the women and girls have to do, in moving about the boats and along the narrow hollow planks," taken together with the working "of the very heavy locks and paddles, and the unnatural strain upon women's nature," constitute grave reasons for directly, or indirectly, preventing women from working on the canals. No woman is allowed to work or live on the canal boats in France, except by a special order from a magistrate, and no inconvenience seems to arise from this control. The witness saw no serious objection to an order being granted where there were no children. But he held that a boat could be most efficiently, economically, and suitably worked by a man and his mate, and his long experience of boating life led him to say that the men were better and steadier in the absence of the women and children. A "monkey boat" has only about 250 cubic feet of space, and is wholly unsuited to being the sole centre of all the incidents of family life (28,329, 28,367-9, 28,351-2).

The witness did not wish "to interfere with adult female labour by law." He would not have the law say to a woman of 50 that she should not live on a boat; he thought that if a woman without children would like to assist her husband in the working of a boat she might do so. "The pith of the whole thing" was, that ultimately women's labour should be withdrawn from canals, but in the meantime there should be only the necessary minimum of legal interference. The feeling of the women themselves is growing in the desired direction. At one time the women were wholly averse to any interference, but there is a growing inclination towards settled cottage life (28,330-32, 28,370-8).

In reference to the insanitary condition of canals the witness handed in (see Appendix 185) a report of the Regent's and Grand Junction Canals' Conference, which had taken evidence a few months before, as to the state of canals. In some respects the boats had been improved in a sanitary point of view by local inspectors under the Canal Boats Acts, but the canals remained generally as they were in 1871, and in some cases they are more insanitary than they were 20 years ago. The witness had no statistics on which to base his opinion, but gave an account from personal observation and experience of the condition of "dead ends," arms, wharves, and basins near large towns. Every kind of animal and vegetable refuse finds its way into these waterways. The Regent's Canal received the drains from the Zoological Gardens and elsewhere. At Fenny Stratford an open sewer runs direct into the canal, and this is to be seen throughout the Black Country. It is not the case that canal boatmen are healthy. The average length of life is between 40 and 50. The witness had known the systems of many to break up, and attributed the fact partly to the exposure, partly to the poisonous atmosphere in which the boatmen sleep at night (28,334-6, 28,335).

Sunday labour was one of the most important topics, in the witness' opinion, that he had to bring forward (28,341).

A clause in the witness' Bills of 1881 and 1882, relating to Sunday labour, was struck out by the Select Committee of 1884. This clause prohibited the employment for hire or profit of any child or young person in or for the purposes of a canal boat on Sunday (28,335). Sunday labour is a great evil, and is largely the outcome of the drinking habits of the boatmen; men who have spent time in public-houses through

the week work extra time on Sundays. From 30 to 40 boats on an average, laden with heavy goods, pass through Hillmorton locks, on the Oxford Canal, every Sunday, and the same may be observed in other places. Want of respect for Sundays has resulted in want of respect for cleanliness and order.

Some of the canal authorities are anxious that Sunday traffic should be stopped. Many boat owners forbid Sunday labour, and arrange their traffic so that there should be no need of it (28,341). A notice was issued in 1875 by the Oxford Canal Company closing the canals between Hawkesbury and Napton and between Napton and Oxford against Sunday traffic. "Unless the canal companies could be pressed in some way in the matter," the witness did not see how anything could be done to effect a change. Closure on Sundays would not, in his opinion, affect the traffic. He had never, in 21 years, met a boatman who said that it would be worse for the traffic if the canals were closed on Sundays (28,341-50).

Provision for inspection under the Canal Boats Acts is not sufficient to ensure that the Acts should be carried out. There is only one Government inspector, and the local sanitary inspectors working under him do not get sufficient pay and are very inefficient. Thousands of boats in South Staffordshire and Birmingham are worked by men, women, and children without any inspection, and the boats are not registered. It is very easy for the boatmen to evade such inspection as there is (28,323-5, 28,339-40, 28,355).

Remedies advocated by the witness were:—(1.) In respect of child labour and women's labour, the Canal Boats Act of 1884 should be amended by a clause similar to that struck out of the 1884 Act by the Select Committee, limiting the work of children under 13 to those who have attained Standard III., defined by the Education Code. This would ultimately prevent children being employed at an immature age, and would result beneficially to canal traffic. Without direct prohibition of retaining children on the boats, the men would see that it was to their interest to put the non-workers on shore. The indirect operation of a clause thus regulating the employment of children would result in a gradual withdrawal of the women from the boats as a natural consequence (28,309-13, 28,332-3, 28,370-1). To a proposal for a law requiring that women and children should take no part in the working of the locks and making the lock-keeper responsible for its being carried out, the witness replied that the difficulties in the way of carrying it out would be insurmountable, and if this were not so the law would only meet his desires to some slight extent (28,383-5).

(2.) In respect of sanitary supervision:—This should be much stricter. The canals should be cleaned out oftener, and the bottoms of those parts passing through the towns should be paved, so that the sediment could be cleaned out frequently (28,337-40).

(3.) In respect of inspection and registration:—The Acts should be enforced, especially the clauses regulating child labour, by the appointment of local inspectors to every three or four counties, who should be stationed for a few days at all canal junctions. Evasion could not then be so easily carried out (28,315-22, 28,379-80). No system of inspection can be more easily carried out than that of canal boats, which in the natural course come to the inspector for inspection. A man at Braunston Lock, for example, could see several hundreds of boats in four or five days (28,321-2). The system of inspection should be by having two or three additional Government officials to work in conjunction with local sanitary authorities and the education officer. The witness would not like to see an army of inspectors (28,316, 28,326-8). With regard to registration of boats only 12,000 or 14,000 are registered, out of a total of 20,000 or 25,000. More systematic registration would bring the law in closer touch with both owners and workers of boats (28,351-5).

(4.) The witness had no proposal to make for an alteration of the law in respect of Sunday labour (28,347).

RIVERS, CANALS, &c.

Action of canal authorities re Sunday labour.

Inefficiency and inefficiency of canal inspection.

Remedies: (1.) Amendment of Act of 1884 in respect of child labour.

(2.) Enforcement of stricter sanitary supervision.

(3.) Provision for more efficient inspection and complete registration.

PART II.—TRANSPORT BY LAND.

OMNIBUSES AND TRAMWAYS.

OMNIBUSES
AND
TRAMWAYS.OMNIBUSES
AND
TRAMWAYS.

Witnesses examined:—

- Mr. G. T. JACKSON, Northern Counties' Amalgamated Tramways and Hackney Carriage Employés' Association.
 Mr. R. T. KINGHAM, Secretary, London General Omnibus Company.
 Mr. R. L. ADAMSON, General Manager, North Metropolitan Tramways Company.
 Mr. D. DUFF, Manager, London Road Car Company.
 Mr. H. A. JONES, Secretary and General Manager of the London Omnibus Carriage Company.
 Mr. W. BROOKS, Coachman to the London General Omnibus Company for 12 years.
 Mr. T. WALKER, Tramway Engine Driver to the Huddersfield Corporation for nine years.
 Mr. J. POGSON, Manager and Engineer of the Huddersfield Corporation Tramways for nearly seven years.
 Mr. W. PATON, Chairman for six years of the Tramways Committee of the Glasgow Town Council.
 Mr. H. PEIRCE, Driver for 20 years to the London General Omnibus Company, Eastern District.
 Mr. F. HAMMILL, President of the Amalgamated Omnibus and Tramworkers' Union, Secretary of the Workers' Co-operative Omnibus Society Limited.
 Mr. W. J. CARRUTHERS WAIN, Tramways Institute of Great Britain and Ireland and various Tramways Companies.
 Mr. P. A. TYRRELL, Secretary, Dublin and District Tramway Union.
 Mr. J. MULLARNEY, Driver to the North Metropolitan and Dublin United Tramways Companies.
 Mr. W. ANDERSON, Secretary and Manager, Dublin United Tramways Company, Member of the Council the Dublin Chamber of Commerce.
 Mr. F. EDGSON, } London General Omnibus Company, South-western District (Hammersmith).
 Mr. V. BINGLEY, }

Mr. GEORGE THOMAS JACKSON.

Northern
Counties'
Tramways
and
Hackney
Carriage
Employés'
Association.
Districts
included.Members.
Relations
with em-
ployers.Dismissal
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alleged.

Member of the Northern Counties Amalgamated Tramways and Hackney Carriage Employés' Association, formerly a guard on a tramcar (17,887, 17,893, 17,939).

The head-quarters of the association are at Manchester, and it includes, besides Manchester, the districts of Salford, Nottingham, Bolton, Burnley, Stockport, Oldham, Huddersfield, Sheffield, Rotherham, Rochdale, Bury and Preston, i.e., East Lancashire and the greater part of Yorkshire (17,888-90).

The members number close on 3,500 (17,891).

The association has made unsuccessful overtures to the Manchester Carriage and Tramways Company to reduce the hours. The witness made the official communication on behalf of the association (17,893, 17,940-4). A deputation of some of the most prominent men in Manchester, members of the town council and magistrates, and along with them Professor Monro, requested the company, in April 1891, to reduce the hours. The union was charged with causing the agitation, and called a general meeting (700 or 800 of the employed attended), which voted unanimously for the reduction. When a deputation from this meeting approached the directors they were confronted with counter-evidence of a few men called "first turn" men, and the request was refused (17,893, 17,944-50).

Dismissal of representative delegates has been attempted in Manchester as a means of crushing the association, but without success. The witness investigated the affair, and reported it to Sir John Harwood, of the Manchester Carriage and Tramways Company. He was bound to say that Sir John Harwood "acted very conscientiously," and that after investigation he reinstated the men. The witness attributed this to the organised state of the employed. Other places, e.g., Leeds, Liverpool, are worse off. He said that in Liverpool there had been "a great amount of intimidation" brought to bear upon workpeople by the employers. He had visited Liverpool several times by the men's request to form a branch organisation. On these occasions picketing and intimidation had been practised by the employers. On one occasion when he went to address a meeting the witness was accompanied by Mr. Councillor Kelly who informed him "that the whole of the men in the street that night, he knew perfectly well, were inspectors and clerks in the employ of the tramway company." The men dared not attend; the meeting was called for midnight, and after the witness had remained three hours in the hall it was given up. One man who attended, dared not leave earlier for fear of being "spotted" and discharged. The witness thought that the employers in Liverpool

feared the public exposure of their system of dealing with their employés that would follow, if the latter organised themselves. He had been written to by four different persons, representing different sections of the drivers and guards of the tramway, asking for assistance in the formation of an organisation. Whereas in Manchester no intimidation had been used by employers against men attending union meetings, in Liverpool it was a common thing to hear in reply to receipt of a handbill, "we dare not come." On further inquiry it was found that a time-keeper had said "you are not to go to that meeting. If you do you know the consequences" (17,893-903, 17,916-25, 17,927-33, 17,934-8, 17,951-8, 17,964-5). The Leeds Trades Council had to get up a public subscription for discharged delegates (17,903).

Different rates of wages are paid in almost every town where the union has a branch. Wages of tramcar drivers vary from 1l. to 1l. 12s. 8d. a week; of conductors from 18s. to 1l. 8s.; of cab drivers from 14s. a week, the "charity of the public" helping his wages a little further forward; of horsekeepers from 18s. a week, which wages vary with the number of horses attended to. A penny per horse is added for Sunday work. The stablemen "are paid at the rate of 2s. 3d. a horse, so that if a man looked after 10 horses he would receive 22s. 6d. a week, if 12 horses, 27s. a week. Some men look after as many as 15 horses, some as few as nine horses" (17,893, 17,908 and footnote, 17,910, 17,926).

The work includes seven days a week. The method of reckoning payment is by the day, but in almost all cases is paid weekly. The daily rate is, for a driver, 4s. a day until six months' service has been given, and the rate is then to 4s. 4d. and at the end of 12 months, 4s. 8d. A conductor commences with 3s. 6d. and rises similarly through 3s. 8d. to 4s. a day. If the men take a Sunday off, the week's earnings fall, for a driver, from 32s. 8d. to 28s., and for a guard from 28s. to 24s. The men complain very much about the low rate of payment for the long hours that are worked. The union think that if a man works 12 hours he earns 4s. to 4s. 8d. a day. That only averages for guards from 3½d. to 4d. an hour, for drivers from 4d. to 4½d. an hour (17,893).

There is great irregularity in "this business with regard to seasons." In the summer months extra vehicles are brought out which run three or four journeys a day to sports, matches, &c. For these there is no definite extra payment. A man may earn from 3d. to 6d. a journey for the day. In some cases he may be paid 7d. or 9d. for all the journeys. The witness considered that Burnley was rather "favourably situated." Drivers earn from 4½d. to 6d. an hour, or from 1l. 8s. to 2l. 8s. a week. Guards earn from 3½d. to 4d. an hour, or from 1l. to 1l. 4s. a week

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wages.
Drivers.
ConductorsHorse-
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StablemenWages
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by day and
paid weeklyIrregularity
due to
seasons.Extra
summer
journeys
underpaid

<p>OMNIBUSES AND TRAMWAYS. Fines.</p>	<p>(17,893). In some instances fines are inflicted for most frivolous offences. From 1s. to 10s. will be exacted of a guard as a fine for not seeing an intending passenger in the street. The Rochdale Tramway Company fine a man 1s. for being late on duty, 2s. for not coupling up a safety chain. In Manchester these smaller fines are not levied, but the men are unjustly held responsible, peculiarly for accidents happening to the vehicles. To protect themselves, they "pay so much a week out of their wages to make good the damage from any accident" (17,912, 17,974).</p>	<p>were taken over by the local authorities. The Manchester Company pays 32,000l. per annum as metal rents. This sum would be saved if the corporation worked the ratepayers' own property for them (17,912, 17,966-8).</p>	<p>OMNIBUSES AND TRAMWAYS.</p>
<p>Hours in Manchester.</p>	<p>The witness brought with him a statement of the hours worked by the 548 tramcar guards and drivers of Manchester. This statement he had published, and it had remained unchanged by the company. He read out details. The largest number of hours mentioned was 17½, which were worked by 70 men; 116 men work 15 hours a day, 73 men work 14 hours, eight men work 11 hours, and four men work 12 hours. On Saturday an extra journey is run at night. In summer "it very seldom occurs that a man obtains a Sunday off at all." In winter the men are allowed off every other Sunday (17,893).</p>	<p>The witness proposed as remedies for the grievances he had complained of:—(1.) That there should be a limitation of the licenses granted to cab drivers and carmen. The issue of licenses should depend upon the state of the labour market. He considered that the license gives a right to a kind of monopoly.</p>	<p>Remedies: Limitation of licenses.</p>
<p>Grounds of complaint as to long hours.</p>	<p>The grounds of complaint against long hours are:—(a) that the men have no time to attend to their families; (b) that they are kept incessantly at their posts and have no proper time allowed for meals; (c) that they are so exposed to the variations of climate that they suffer seriously in health: during the last two years 27½ per cent. have been down at one time with sickness; (d) that the men grow so exhausted towards the end of the day that they cannot be responsible for accidents that may occur (17,893). The demand of the organised employes had been for 12 hours' day, inclusive of meal times. This was refused, and one day's holiday per fortnight was offered in lieu of the reduction. The witness said that "this concession was being so much tampered with" the company that there was risk of "some serious uprising." The witness had laid the whole matter before the company, and they had replied that if the hours were really reduced wages would have to be reduced too (17,893, 17,959-62).</p>	<p>(2.) That if licenses were not so restricted "some better privilege" should be given in the form of stands or accommodation (17,895-6, 17,908-8, 17,914-5).</p>	<p>Increased stand accommodation.</p>
<p>Hours in various towns.</p>	<p>Details were presented of hours worked in various towns. In Huddersfield, where the tramways are under the municipal authority, the carmen work nominally eight hours a day. Nine hours would cover the extra work done off the cars. The men work "six days to the week," i.e. there is practically no Sunday labour. In Bolton the hours are 13 a day, with no time off for meals. In Burnley, the men have every fourth day off. In Bury, car drivers and guards work 14 hours, cab drivers 16 hours, and horsekeepers 12 hours a day. In Rochdale, carmen work 13 hours a day, cabmen 16 hours, and horsekeepers about 12 hours; about 10 minutes are allowed for meals. In Sheffield, drivers work 15½ hours a day, horsekeepers 12 hours, and cab drivers 15 hours a day; meal times half an hour to 40 minutes. In Nottingham, guards, drivers, and cabmen average 15 hours a day, and horsekeepers average 12 hours; no time is allowed for meals (17,910-2).</p>	<p>(3.) That the Government should pass a Bill to prohibit the local authorities from granting a lease of the (tram) lines to public companies. The witness considered that the municipal authorities could introduce a system of double shifts, and thus reduce hours. "There would not be such an excessive amount of money paid as directors' fees," nor would there be "so many managers." People would then be satisfied with 5 per cent. interest on money lent in place of 7½ to 15 per cent. (17,908-13, 17,969-73).</p>	<p>Government interference to promote municipalisation.</p>
<p>Hours and steam tramways compared.</p>	<p>The tramways in Manchester are all horse tramways; in Huddersfield they have steam tramways (17,963, 17,975-6).</p>	<p>Mr. RICHARD THOMAS KINGHAM. Secretary to the London General Omnibus Company, offered evidence bearing on statements previously made about the strike of June 1891 (17,987-9).</p>	<p>London General Omnibus Company.</p>
<p>Accidents.</p>	<p>About 10 to 12 more passengers are carried on a steam than on a horse car in the witness' experience. He believed from statistics that a horse car is worked at 1½d. per hour greater cost than a steam car. He thought wages of drivers on steam cars should run higher than on horse cars; but not so with guards (17,977-6).</p> <p>Accidents are very common. Men are thrown from their position by horses stumbling, by collisions in busy thoroughfares. The companies do not give compensation, even when men can prove that they were hurt in full attention to duty. Consequently the Manchester Association has expended "close upon 1,500l." in sick and accident benefits in the last two years (17,897).</p>	<p>I. Statements by Mr. Sutherland:— The witness did not admit the accuracy of Mr. Sutherland's statement that the strike took place solely on account of the long hours of the men. His opinion was that the strike was "the work of one man and of those associated with him." The men were working hours of which they had not complained. The district superintendents were instructed to question the men, and ascertain if they had grounds for complaint or dissatisfaction. The superintendents' reports were satisfactory. It was the introduction of the ticket system, and that alone, in the witness' opinion, which was the cause of the strike. In 1889 Mr. Sutherland had urged the employed of the various London Omnibus Companies to strike, but the men of the General Omnibus Company expressed themselves as perfectly satisfied with the conditions under which they worked, and the directors of the Road Car Company made representations to Mr. Sutherland, which induced him to defer the strike to some more convenient time. A change took place in the management of the General Omnibus Company at the beginning of 1891, and then it was resolved to adopt the same ticket check system as that used by the Road Car Company. Agitation then commenced among the men, and efforts were made by Mr. Sutherland and his agents to organise them (17,990-7, 18,071, 18,092-4, 18,178).</p>	<p>I. Refutations of Mr. Sutherland's statements: (a.) As to the cause of the strike of 1891.</p>
<p>Profits and methods of working of the companies.</p>	<p>In Manchester each manager tries to work his yard at the least possible expense, in order, the witness thought, to obtain credit from the directors. The last dividend paid was 7½ per cent., and this the witness considered was taken from the working man. He did not think the men need consider the profits made by the companies, and he believed there could be no loss on the working of the tramways if they</p>	<p>The information supplied to Mr. Sutherland as to the management of the men's accident clubs was of an "unsatisfactory and unreliable nature." The accident clubs appoint a committee and secretary, who audit the accounts, except in the larger clubs, where a professional auditor is employed. The witness handed in a balance sheet of the "Western Accident Club." Those accounts were signed by Mr. William Grimes, secretary, and Mr. George Drewitt, professional accountant. "According to the law, if an omnibus driver causes damage by misbehaviour or carelessness, the magistrates or justices . . . can make the omnibus proprietor pay damages to the extent of 10l., and make the man refund the 10l. paid." By subscribing a small sum per week to these clubs the men cover that liability (18,020).</p>	<p>(b.) As to management of accident clubs.</p>
		<p>The witness did not admit that there was any difficulty for the men in obtaining a day's rest when they want it. The average number of omnibuses stopped in 1891 was 110 every Sunday. That gave 230 drivers and conductors a day's rest, but odd men besides are employed for the purpose of giving the regular drivers and conductors a relief whenever they require it (18,021-2). A servant of the company can have a Sunday off (besides the usual one in six) at any time by giving due notice. As he is a daily servant, however, he can only do this by forfeiting the day's pay (18,127-30).</p>	<p>(c.) As to holidays Sunday labour.</p>
		<p>Mr. Sutherland had said that his intervention was refused previous to the strike. In fact, the witness said, the</p>	<p>(d.) As to refusal of Mr. Sutherland's intervention.</p>

**OMNIBUSES
AND
TRAMWAYS.**

directors had no means of knowing the men's demands until after the strike. Mr. Sutherst had asked for an interview on the Saturday, 6th June, when it was impossible to bring the directors together; as there was no apparent urgency, the secretary was instructed to say that the board would see Mr. Sutherst and his deputation on Monday, 8th June. On Monday the interview did take place, and the directors knew for the first time what the demands of the men were; but the strike had been ordered before the demands were preferred (18,004, 18,031-3).

The men work an average day of 12 hours, 15 hours three days a week and 9 on the other three days. The reason for the alteration is that it gives the relief men a full day's work, and consequently a full day's pay. This arrangement was first adopted by the Road Car Company (17,998-9, 18,134). At the time of the strike the day's work averaged 14½ hours, i.e., the omnibuses were actually running for 12 hours, and the rest was occupied in rests and meals. An omnibus often stops 10 to 15 minutes at the end of each journey before starting afresh; meal times vary on the different roads, ranging from 15 to 60 minutes (18,105-6, 18,116-26, 18,131-3).

OMNIBUSES
AND
TRAMWAYS.
Hours.

**II. Refutations
of Mr.
Bowbrick's
statements:
(a.) As to
dismissal of
unionists
since the
strike.**

II. Statements by Mr. Bowbrick.

It was not the fact, as alleged by Mr. Bowbrick, that very nearly all the men had been discharged in consequence of belonging to the union. "No man has been dismissed by the company for his connexion with the strike or for belonging to the . . . union." Of 378 men who have passed out of the service (up till March, 1892) 63 resigned (presumably, the witness thought, through dislike to the ticket system); 201 were dismissed for tampering with the tickets; 32 were dismissed for incapacity; 20 for drunkenness, and 62 on complaints from passengers. Of conductors dismissed, the greater number were men engaged by the company after the strike; comparatively few of the drivers have been dismissed since the strike. A good many drivers have resigned; they preferred to work 14 or 15 hours a day for private proprietors at 8s. a day wages, rather than 12 hours for the company at 6s. 6d. wages. On examination, the numbers who had resigned for this cause were found to be 20 to 25. The two conductors who came as delegates before the company are still in the service. Most of the men acting as pickets were, to the knowledge of the witness, still in the service, with the exception of those men who were convicted before the magistrates. Mr. Bowbrick's statement at Question 16,336 was satisfactorily answered (see Appendix 124). It has been customary, the witness said, to dismiss for low earnings. If a man is continually found at the bottom of the list, he is put on an omnibus where the earnings have been high; if he succeeds no better there, it is concluded that he has not the capacity for being a conductor (18,009-19, 18,108-10, 18,113-5, 18,171-8, 18,188-90).

Since the establishment of the 12 hours' (average) day, "a very large proportion" of the men have petitioned the directors that they may be allowed to go back to the longer hours for increased pay, because they preferred the higher wages. These petitions have not been complied with, except in three instances, on omnibuses which are out on the roads from 13 to 13½ hours. The directors "prefer to keep loyal to the agreement" made at the time of the strike (17,988, 18,093-104, 18,107).

Petition for
increased
hours at
increased
pay.

The change in the relief system that accompanied the change in arrangement of hours threw a large number of relief men out of employment, and necessitated the employment of inexperienced relief drivers who overdrove the horses and did them harm (17,988, 18,015, 18,025).

Relief
system.

The strike of 1891 commenced on June 7th (17,989, 18,004). The witness was of opinion that the strike was the work of one man, and caused solely by the introduction of the ticket system (17,990-7, 18,001-2, 18,088-94). It was ordered by Mr. Sutherst to commence on June 6th, although on June 5th, at a meeting of the board, it had been decided to receive a deputation on the 8th, to ascertain the men's demands in accordance with a request received by letter from Mr. Sutherst on June 3rd; a further letter was received on June 6th, stating that a strike would be declared if the directors did not meet him on that day. This was an impossibility (18,004, 18,031-3).

Strike of
June 1891.

On Saturday night, 6th June, Mr. Sutherst, in a long speech, laid his "orders" on the men with regard to the conduct of the strike, picketing, and other matters. On Sunday nearly all the drivers and conductors and horsekeepers abstained from coming to the yards to carry out their duties, strong pickets were placed at the entrance to each yard. Intimidation and outrages of various kinds followed, men were seriously hurt and property damaged. Certain offenders were arrested, tried before magistrates, and sentenced to various terms of imprisonment (18,004, 18,038, 18,048, 18,085-7, 18,136-40).

Great difficulty was experienced in feeding and watering the horses. This was partially met by the services of veterinary surgeons, yard foremen, and collecting clerks attached to district offices. The horses suffered a good deal from the enforced rest (18,004, 18,024). Colonel Smith, of the Salvation Army, expressed strong disapproval of Mr. Sutherst's orders to the horsekeepers, and went to several yards to give permission to the men to feed the horses (18,004).

Trouble
with the
horses.

On June 8th the directors of the General Omnibus and Road Car Company received deputations, one from the men willing to work, another from Mr. Sutherst and two conductors. After the representations of the deputations had been received and considered, the directors agreed to issue a manifesto.

Deputations
to the
directors.

On the 9th June the London Trades Council intervened, and in consequence the horses and yards were again properly tended (18,004, 18,009).

London
Trades
Council.

Various negotiations took place between Mr. Sutherst, the Lord Mayor, Mr. Alderman Savory, and Cardinal Manning; these resulted in the men accepting on June 12th the voluntary offer of the companies to arrange an average 12 hours. On the Friday night the strike was declared at an end, and by the Sunday, 14th, the men had all resumed work. The final manifesto of the companies, signed by the chairman of the two companies, was dated June 13th, 1891, and stated the average working day and the alterations in wages above given (18,005-9, 18,027-9, 18,179).

Interven-
tion of
Lord
Mayor and
others.

The loss occasioned by the strike was estimated by the witness at 12,000*l.*, of which the men lost about 4,000*l.* in wages. The company lost about 8,000*l.* in unpro-

Cost of the
strike.

**b.) As to
evasion of
the sliding
scale.**

It was not correct, as Mr. Bowbrick stated, that the omnibus company had perpetually put on new men at 4s. 6d. and turned them off as soon as the pay rose by the sliding scale to 5s. (18,110-1).

**(c.) As to
recognition of
the
watermen.**

It was not the case, as Mr. Bowbrick had said, that the company recognised certain men at the termini, engaged in watering and looking after the horses, as employes, without paying them wages. The regulations of the company are that the conductor or driver should be in charge at the stands. Sometimes the men thought proper to go off duty together, and then "they paid these watermen 2*d.*, or something like that," to look after the omnibus in their absence. Where special watering is required the company pays special men to do it (18,180-4).

**Ticket
check.**

The witness thought that the adoption of the ticket check had produced a larger revenue for the company by preventing peculations, or the habit of "giving presents," which had prevailed hitherto among stage coachmen and omnibus men (18,000-2). He was of opinion that higher fares might, to a limited extent, add to the company's revenue. The increased traffic due to lower fares does not always compensate for the increased expense (18,058-63).

**I. increased
fares.**

**Inspectors
and district
superintendents.**

The witness knew nothing about an alleged watching by inspectors of a meeting of men at Hammersmith. The inspectors work under the instructions of district managers or superintendents, who are allowed a certain discretion in carrying out the details of their work (18,155-70).

Wages.

Wages of the men increased on the introduction of the ticket system.

Drivers' wages increased from 6s. to 7s. a day.

Conductors, wages increased from 4s. or 4s. 6*d.* to 5s. a day.

Horsekeepers' wages increased from 3s. to 4s. a day.

After the strike drivers' wages fell to 6s. 6*d.* again. The witness thought that if free trade in labour had prevailed the 7s. a day would not have been maintained. He could not speak so positively about the hours (18,002-3, 18,070-8).

OMNIBUSES AND TRAMWAYS.

"Free trade" in labour.

Legislation for hours.

Recognition of unions.

North Metropolitan Tramways' Company. Replies to statements by Mr. Sutherland: (1.) On the co-operation of unionism.

(2.) On over-work and underpay.

(3.) On the advantages of municipalisation.

ductive feeding of the horses, 1,000*l.* in staff expenses, and 2,000*l.* loss of profit on the omnibuses (18,023, 18,030).

The witness complained of the absence of "free trade in labour," and had no doubt that the places of the strikers would easily have been filled if the "intimidation and besetting" which accompanied the strike had been controlled. By "free trade" he meant "that if a man wished to take a place vacated by another, he should not be prevented from doing so by violence or intimidation of any kind." He considered that pickets should be imprisoned if they refused to move away from the premises picketed, and he considered the present law in regard to intimidation not sufficiently stringent (18,026-8, 18,038-52, 18,079-87, 18,136, 18,141-53, 18,185).

The directors of the witness's company would not object to legislation shortening the hours of omnibus men, provided they were compulsory on all omnibuses alike. The omnibuses might work 16 hours a day with two shifts of men. He considered it would be obviously unfair if a private proprietor might work the 16 hours' day one shift, when a public company was compelled to work two shifts. To meet such a change, however, either wages would have to be lowered or fares increased. The difficulties in the way are so great as to practically bar this solution (18,034-7, 18,153-6, 18,064-9).

The witness did not consider that recognition by employers of the unions and mutual discussion of interests would tend to bring about better relations between employed and employers (18,186-7).

MR. ROBERT LAURENCE ADAMSON.

General manager for over 10 years of the North Metropolitan Tramways Company (18,233-5).

The witness desired to make reference to certain statements made by Mr. Sutherland:—

(1.) That men were prevented from organising a union thoroughly, owing to action of the companies.

Witness said that the North Metropolitan Tramways' Company had never objected to their men joining any union, and that no servant was ever dismissed for belonging to the union. The company was satisfied after inquiring evidence on the subject from Mr. Sutherland, Mr. Sidney Buxton, and others, that there were not a sufficient number of their employes in the union to justify them in taking any steps to "recognise" the union. The company certainly felt that where unionists served their union to the disadvantage of the company employing them, by creating ill-feeling in the service, it was wise to get rid of them. He acknowledged that men had been sometimes dismissed. This was not done without first cautioning them, but the witness did not "mean" to say that every man is told the reason of his "dismissal." He affirmed that no man was ever dismissed on suspicion, only on absolute certainty. Mr. Sutherland's opinion was that the union men served their employers very much better than the non-union men. The witness said that he was unable to detect from a man's work whether he was a unionist or not (18,255, 18,258, 18,290).

(2.) That men were "overworked and underpaid."

The witness said it was right to admit that in a great many cases, and especially in provincial towns, this was true. But he denied that it was true of the servants of the North Metropolitan Tramways' Company. Their average hours of work are less than 12 a day, "often allowing half an hour for the men to turn up at the yard in the morning and to leave the yard at night." There are some days on which a man is out 15 to 16 hours, "but he has his relief in that day." The shortest day is from seven to eight hours (18,258, 18,299-301).

(3.) That municipalisation of tramways is advantageous, and that the Huddersfield attempt proves a success.

The witness had brought with him reports of the Tramways Committee of the Huddersfield Corporation, one for 1889 showing a loss of 151*l.* 2*s.* 7*d.*, another for 1891 showing a loss of 740*l.* He thought that if you regard earnings per mile as evidence of success, then there ought to be a better result shown as regards Huddersfield. In the reports, he said, the loss accruing each year is not put forward, only the loss for the current period is shown. He thought that Mr.

Sutherland had not considered fully the differences between cost to a private company and cost to a corporation. He also thought there was some misapprehension as to the result to workers in municipalisation of tramways. In Huddersfield, although the men have an eight hours' day, they receive in wages just a little more than half the amount that the servants of the North Metropolitan Tramways' Company receive. The witness thought it "very likely" that a corporation in possession of considerable profits would pay a higher rate of wages than would "be paid by the company treating their servants fairly." And yet he considered that the municipality would be "just as strict (masters) if they could be," and that they would obtain labour at the lowest market rate (18,258, 18,306, 18,328, 18,335-7, 18,351-61).

(4.) That until very recently fines were inflicted by the tramway companies for the most trivial offences. The witness said that that was a general statement, and it might apply to some railway companies; but it did not apply to the North Metropolitan Tramways' Company, who had not inflicted fines of any kind upon their servants for many years (18,258).

(5.) That, regarding Sunday labour, though a man got a Sunday off when it was wanted, the men, as a rule, worked on Sundays and holidays, holidays being often the hardest days in the year.

The witness agreed that "the requirements of the traffic" on Sundays in the summer are greater than on any "week day"; but the men are always able to get leave, and, as a rule, prefer a week day for a day's rest, rather than a Sunday. The traffic on Sunday is conducted more quietly than on week days, and "the people are much more easily handled" (18,258, 18,302-5). It has been the custom for a good many years to pay the men a shilling extra a day for three days at each of the public holiday seasons (18,259).

(6.) That fares might be increased to meet a loss to the municipality in working the tramways. Even if this method benefited the servants or the municipality, it would be a hardship to the community, and there are many more passengers than there are servants. But experience has shown that it is not always an advantage to the company to increase the fares, and that it indeed may diminish gross revenue (18,259-6), 18,279-80). The witness mentioned, as having some bearing on Mr. Sutherland's statements, that the average receipts of the company per passenger last year were 1*s.* 3*d.*; the expenses were 1*0*/₄*d.*; i.e. the profit per passenger was 2*s.* 5*d.* The loss on every 1*d.* fare was 7*d.* He did not wish to be understood as objecting to 1*d.* fares (18,256).

(7.) That in many instances men were better off before than since the strike, and that the companies had not kept faith with the men. The witness denied that the company had in any way broken faith with the men, and was ready to furnish proof from its books. He quoted figures as to wages. Before the strike in June 1891, average daily wage of drivers was 4*s.* 11-9*s.*; conductors, 4*s.* 8-5*s.*

After the strike in July:—

	s. d.
324 drivers received	6 8 a day.
290 conductors "	6 0 "
Six months later:—	
327 drivers received	6 8 "
277 " "	6 0 "
At the present time:—	
334 drivers receive	6 8 "
289 conductors "	6 0 "

For the year ending June 1891 the average of drivers dismissed was two a week; the average of conductors dismissed was five a week.

The average has continued the same. Dismissals are for cruelty to horses, incompetence, or misbehaviour. Unless the offence is very serious indeed, dismissal does not take place for a first offence. The great majority of the employes have been in the service from 5 to 20 years (18,260, 18,275-8).

(8.) That a 13 hours' day with two hours' relief might be established.

The witness said that Mr. Sutherland must know that this was "an absolute impossibility." The choice is between an "average" day made up of two different lengths, or a system of two shifts. The company had invited Mr. Sutherland, Mr. Sidney Buxton, and others to supply a scheme. Mr. Sutherland "never" ventured to solve the matter . . . and there it "remains."

OMNIBUSES AND TRAMWAYS.

(4.) On infliction of fines by tramway companies.

(5.) On Sunday and holiday labour.

(6.) On increase of fares.

(7.) On the results of the strike.

(8.) On a 13 hours' day with two hours' relief.

OMNIBUSES AND TRAMWAYS.	Ten hours' work at present rates of pay would diminish profits by 24 per cent. on capital, while the eight hours' day with two would diminish profits by 5 per cent. The company had no reason to suppose that the men would accept the double shift at reduced wages any more than that they would be glad to come under the municipality. There had been "palpable evidence exhibited by the men (of the "witness' company) that that was not a popular idea "with them." As a body of servants they are well treated and very well paid, and they are satisfied that "they cannot get any better treatment in the line of business they are following" (18,260, 18,307-17).	years back to take in the form of gratuities (18,248-52, 18,285-9). The witness claimed that the company had behaved fairly liberally towards its servants in every way. It had established a provident society for them, contributing 1,000l. at the beginning, and 500l. later on, when funds were low after the prevalence of influenza. The witness had a copy of an address presented to him by 1,347 employes in the end of 1891, in which they expressed satisfaction at improvement in the conditions of service (18,264).	OMNIBUSES AND TRAMWAYS. — Provident society established by the company.
Replies to statements by Mr. Atkinson:	The witness further referred to statements made by Mr. Atkinson, of the Omnibus and Tramways' Union:—	The North Metropolitan Tramways Company was started in 1869. The capital of the company was stated by the witness as 1,412,000l. The miles of street covered by the company's lines was 49, and the witness did not think the capital very large for such a mileage "compared with the capital expenditure of most other metropolitan companies" (18,236-7, 18,266-9). The number of passengers carried in 1891 was 75,323,000, and the number of employes 1,800 (18,239-40). Comparing the returns of his company with those of other companies in rural districts, the witness accepted Professor Marshall's reading of his figures as:—	The company.
(1.) On frequent changes of servants.	(1.) That all the men (conductors and drivers) were changed three times a year. The witness replied that this was a "monstrous absurdity" (18,262-3).	(1.) For the North Metropolitan:— Capital, 1,315,000l. Mileage, 41.73. Gross revenue, 415,000l.	
(2.) On the source of increase in revenue.	(2.) That the chairman of the North Metropolitan Company had said that the increase of revenue (13,000l.) was due to better service on the part of the servants of the company. The chairman did not attribute the increase solely to that cause. The witness admitted that the men were more careful, and said that their positions were evidently worth more than previously (18,263).	(2.) For Huddersfield:— Capital, 86,000l. Mileage, 12.52. Gross revenue, 18,000l.	
(3.) On the proper force of licenses.	(3.) That "a man might not be turned out of his place as long as he could show a clear license." "That is simply absurd, because the licenses are never "endorsed by the police unless the man is convicted "of an offence; it does not indicate in any way that "the man has been a good servant" (18,263).	(3.) Total for England and Wales:— Capital, 11,536,000l. Mileage, 768. Gross Revenue, 2,741,000l. (18,324-27).	
(4.) On the impossibility of an eight hours' day for tramway-men.	(4.) That, although he was in favour of an eight hours' day in the majority of cases, it was impracticable in the case of tramway men. The witness said it was not impracticable, but that the men themselves would object to go in for eight hours' work at 3s. 7d. a day (18,264).	The Company had recently purchased the North London Steam Tramways, a company which was in liquidation. The steam engines were ordered off the roads, and the company represented by the witness "purchased the lines and the property" for 20,000l. (18,270-2).	
Wages paid in 1891.	The amount of wages paid by the North Metropolitan Tramways' Company last year was 145,466l.	The average dividend paid by the company (which was considered a fairly successful company by the witness) was a little over 8½ per cent. The witness brought a table showing the growth of the company and the rate of dividends per annum. In 1891 the dividend was 8½, in 1890, 10 per cent. For the preceding eight years it had not fallen below 9½ per cent. (see Appendix 129). The lowest point reached was 6 per cent. in 1873 (18,238, 18,273).	Average dividend.
Rates of wages.	Drivers and conductors commence at 4s. 6d. After 4 months' service they have 5s. 9d. " 9 " " " " 5s. 6d. " 12 " " " " " 6s. Horsekeepers, washers, and track men commence at 24s. 6d. a week of seven days. After 3 months' service they receive 26s. " 6 " " " " 28s. Night duty for horsekeepers is paid 1s. a night extra.	On the Huddersfield tramways 3d. a mile more is taken than is taken by the North Metropolitan Company "and yet they show a loss" (18,324). The capital per mile for Huddersfield is very much less than for the North Metropolitan; for the former it is 7,000l. per mile, for the latter 30,000l. Equipment in the Metropolis has "something to do" with this difference. Parliamentary expenses and burdens are heavier, and local authorities troublesome. A corporation can go to Parliament and get their Bill without opposition, they lay down their lines rather more than less cheaply, and are not asked as private companies are, by local authorities, to pave the road for 17 feet across, or even from kerb to kerb. The conditions under which private companies get their lines vary very much. Sometimes there are "demands for a certain amount of money" in addition to paving expenses (18,330-9).	Huddersfield tramways.
Deductions.	For loss and damage of equipment through negligence deductions from wages are made; also if money paid in is less than it should be through errors in the man's casting up. These errors amount to 2l. or 3l. on a gross receipt of 7,000l. or 8,000l. If a man pays money in excess of what his way bill calls for, the amount is returned to him at the end of each month. Any deductions are made by the witness' direction. A report is presented in the first instance by the inspector or district superintendent, and the men have the option of challenging any debit, whatever it is (18,241-3, 18,281-4).	The witness considered that the legal or parliamentary expenses of a private company might be set down to capital expenditure at about 5,000l to 6,000l.	Difficulties and burdens of private companies.
Disputes avoided.	The company has had no direct disputes with its employes. It has made certain concessions in consequence of changes in other trades.	"If the figures of the Huddersfield Corporation were "got out on the same lines as a private company's "figures, then the loss would be a great deal more "than it is apparently" (18,340-5). The Huddersfield tramways take about 16d. a mile run and spend it all. In London, 13d. a mile is taken and heavier burdens are borne, while a profit is shown (18,346-7).	The figures of the Huddersfield Corporation.
Policy of the company.	The policy which the company had pursued for years was precipitated by the dock strike of 1889, and a reduction of the hours of labour was then made at a cost of 12,000l. a year. This was done in order to save any possible trouble (18,244-7, 18,318). The omnibus strike of 1891 had the effect of making the company's men dissatisfied, and, again, in order to prevent trouble, the directors made concessions in rates of pay involving an expenditure of over 20,000l. a year. Thus, the total amount spent in these concessions was 36,000l. out of a total gross receipt of 429,000l. As the net receipts are about 100,000l., the per-centage of concession is 3½. The company believed that these concessions had given "the utmost satisfaction" to their servants. The witness drew attention to the fact that the increase given by his company was real, whereas in the case of the General Omnibus Company the nominal increase in rates of pay was 50,000l. in lieu of 150,000l., which the men had been allowed for	As a remedy for strained relations of employed and employers, the witness suggested that men should be treated as considerably and liberally as it is possible for an employer to treat his servants. The employed should have freedom to form organisations for their protection, "provided the organisations are conducted in a proper and legitimate fashion." If a majority of the servants are known to be members of the union then it is right that the directors should give	Remedy: (1.) For strike and strained relations.

OMNIBUSES AND TRAMWAYS.

(2.) The eight hours' day.

Manager of the London Road Car Company.

Refutations of statements:

(2.) As to violation of agreement.

(3.) As to tampering with the employed by officials of the company.

(4.) As to "victimisation."

(5.) As to opinion of the company to the union.

(6.) As to misunderstanding of the conditions of resuming work.

The threatened strike of November 1889.

Principal alleged grievances.

Meeting of men called by directors.

such recognition to the union as is desired by it. The recognition should only be given if the union can fairly be taken as representative of the whole body of servants (18,319-23).

The witness believed that the employed were against an eight hours' day, if it involved a reduction of wages. He thought that the eight hours' day was very desirable if it could be obtained without reduction of wages (18,348-50).

MR. DANIEL DUFF.

Manager of the London Road Car Company for over four years (18,362-3).

Wished to give evidence on the threatened strike of November 1889 and the June strike of 1891 (18,369).

Offered refutations of certain statements that had been made with reference to the latter:—

(1.) That the majority of the Road Car Company's men were paid at the lowest rates before the 1891 strike. The witness stated the per-centage of rates as follows:—(a.) Of drivers 33 per cent received 6s. 6d.; 16 per cent received 6s. 3d.; 31 per cent received 6s. (b.) Of conductors, 24 per cent received 5s.; 20 per cent 4s. 6d.; 24 per cent 4s. 3d.; 22 per cent 4s. (18,374).

(2.) That the agreement made had been seriously violated.

The witness declared that in no instance had his company failed to fulfil the agreement. Subsequent to the strike hours were reduced to an average of 12. Considerable difficulty was experienced in arriving at a practicable arrangement, and the employed were asked to send representatives from each yard to confer with the board of management. At this conference "the men expressed a desire to have a 9 and 15 hours' day alternately." The arrangement was agreed to and had been faithfully carried out ever since. "The immediate result of it was to increase the number of drivers and conductors employed by "25 per cent." (18,374, 18,380, 18,386).

(3.) That the men were tampered with immediately after the strike by the officials of the company, who tried to induce them to sign an agreement for longer hours with an increase of 8d. or 1s. a day.

This was absolutely unfounded as far as the Road Car Company was concerned (18,381).

(4.) That men have suffered for taking part in the strike.

The witness positively denied that anybody had ever suffered in consequence of the part he took in the strike (18,381, 18,385).

(5.) That men were prevented from joining the union through the action of the companies.

The road car men had not only never been prevented from joining any union, but they have been told that they are perfectly at liberty to do so if they think fit (18,381).

(6.) That the men did not know the conditions upon which the work was to be resumed after the strike.

This the witness said was "absolutely untrue," as the directors of the two companies made known through the public press and otherwise their proposals on the 8th day of June 1891, the day after the commencement of the strike, while the men did not resume work until the 14th June (18,387).

The threatened strike of November 1889, originated, the witness believed, with a few discharged servants of the Road Car Company, together with Mr. Sutherst and a few other outsiders (18,369).

The principal alleged grievances was the long hours worked, a grievance which the company recognised and attempted to meet, by a proposal for conference with the General Omnibus company. The Road Car Company were unable to shorten the day except by joint action with the other company. An extract from the minutes of the board of directors of the General Omnibus Company, dated November 19th, was sent in reply to the proposal of the Road Car Company; it was a refusal to confer on the subject of concessions to the men (18,369-71).

Mr. Sutherst then, on behalf of the union, said that they intended to order a strike, "whereupon the "directors (of the Road Car Company) stopped all "the cars for one day, and called a meeting of the "men and laid before them the facts of the case."

The men unanimously resolved not to strike (18,372, 18,405-6).

The actual strike of June 1891 was primarily caused by introduction of the ticket check system on conductors' receipts, which had been in force with the Road Car Company for some years; the ostensible reason for the strike was the long hours (18,372-3). The witness held that there was no intention on the part of the road car men to turn out on strike since they relied upon the pledge of the directors to reduce their hours when the General Omnibus Company did so. Eventually, however, these men were induced or intimidated to join the strike; so far as they were concerned, the strike was one solely for reduction of hours (18,373, 18,400-8). There was no change in the inspectorship at the time of or since the strike (18,398-400).

It was with the utmost difficulty that the companies were able to feed their horses during the strike. If Mr. Sutherst's orders had been fully carried out, the horses might have been literally starved. Ficketing of the yards and of some of the cars which came out took place (18,373, 18,406-7).

Wages paid by the London General Omnibus Company prior to the strike were considerably less than those paid by the Road Car Company for many years.

Before the strike the average number of hours was 15 a day for employés of the Road Car Company. Wages were—

- (1.) For drivers, 6s. a day, rising, after six months' service, to 6s. 3d., and after 12 months to 6s. 6d.
- (2.) For conductors, 4s., rising, after three months' service, to 4s. 3d., after six months to 4s. 6d., after 15 months to 5s.
- (3.) Horsekeepers, 3s. 5d. a day.
- (4.) Washers, 3s. 8d. a day.

After the strike, when the average 12 hours' day prevailed, wages were—

- (1.) For drivers, practically as before.
- (2.) For conductors, commencing at 4s. 6d. a day, after 12 months' service, 5s.
- (3.) For horsekeepers, 4s. a day.
- (4.) For washers, 4s. per car per week.

The witness considered that these wages compared favourably with those paid by carrying companies to van men (18,374).

The effect of the 1891 strike on the witness' company was to reduce the average of hours worked by three, and to maintain and in some cases slightly increase wages (18,391-4, 18,409-10).

The dismissal of employés is entirely in the manager's hands, and none of the district inspectors or superintendents can dismiss a man. The manager looks thoroughly into a case, and never dismisses before a third report. In nine cases out of ten the reported men resume work (18,395-7).

The present Road Car Company had existed nine years when the witness gave evidence. It had a mileage of 50 to 60 miles, and had 300,000l. capital fully paid up. The number of men employed in the week ending May 5th, 1892, was 1,365 (18,364-8).

The dividend paid to shareholders in nine years had been between 3 and 3½ per cent. per annum on the paid up price of shares. In the year ending December 1891 a dividend of 1½ per cent. was paid, but the rate paid was 2½ per cent. for the half year ending at that date. The strike had cost 7,000l., which was more than the sum of the dividends at 3½ per cent.; but a profit had been made in the first half of the year of 5,191l. 18s. 11d., which was not divided, from motives of prudence, and in the second half of 928l. Out of the total of 5,412l. 4s. 6d. the dividend paid left a balance of 1,688l. 4s. 6d. to be carried forward to the credit of the first half of 1892 (18,375-8, 18,380, 18,411-3).

The amount paid to directors during nine years has amounted to 6,306l., i.e., practically 700l. a year; the amount paid in dividends has been 44,429l.; the amount paid to the staff has been 339,988l. The witness considered these figures to be a sufficient reply to the proposal of one of the witnesses that the increased expense of a compulsory eight hours' day might be partly met by "allotting to it the big salaries paid to the directors." The witness also held that these figures might show Mr. Sutherst that

OMNIBUSES AND TRAMWAYS.

Unanimous resolution not to strike. The strike of June 1891. Part taken by the Road Car employes.

Ficketing.

Wages prior to the strike.

(1.) For drivers.

(2.) For conductors.

(3.) Horse-keepers.

(4.) Washers. Wages after the strike.

General result of the strike.

Dismissal of employed.

The Road Car Company. Mileage, capital, &c.

Dividends.

Amount paid to directors and staff.

OMNIBUSES AND TRAMWAYS.	the employes of the Road Car Company already "participated" in the profits of the company (18,377-81).	The union has failed to pay certain defalcations due from a conductor who was prosecuted by the company; the prosecution had been withdrawn on the understanding given by the union solicitor that the union would make good the losses. Several men have since that time failed to account to the company for their earnings. These cases were referred to in letters which passed between a union official, Mr. Trott, and the company, and which the witness read to the Commission (18,437-40, 18,483-5, 18,511-2). The company never discharged a man, the witness said, for a first or second offence, "unless there has been gross misconduct" (18,485).	OMNIBUSES AND TRAMWAYS. Defalcations of union members.
Ticket inspectors.	As to abolishing ticket inspectors, it could be successfully shown by figures that the Road Car Company "could not have existed but for the system which renders these inspectors necessary, and consequently there would be no employment for road "car men" (18,381-4).	In June 1890 the directors of the company, who were well aware that the hours of the men were too long, "reduced the men's labour a journey, making their working hours about 13½." Competition so increased as to put the interests of the company and its men in jeopardy. A petition came from the men to be allowed to return to the old hours, and the directors felt themselves compelled to make this fresh arrangement (18,429).	Action of the company in the matter of reduced hours.
Increase of fares.	The Road Car Company were convinced that fares were too low, but at the same time held that an increase of fares would be a "very, very risky" experiment (18,387, 18,415).	When the strike of 1891 was pending, the Omnibus Carriage Company's men protested against it, both at a meeting of their own, to which they expressly invited their manager, and at a mass meeting at Victoria Hall which took place the Saturday evening before the strike began. In spite of this protest, Mr. Sutherst had declared they were to make no exception to the strike. "Notwithstanding that, the men told" the witness "that they were going to show up "for work on the Sunday morning." Picketing and intimidation prevailed, however, and only nine omnibuses followed the witness out of the York Road Yard on Sunday morning. He drove an omnibus himself the whole of that Sunday, and believed that everyone of the company's vehicles would have turned out had no intimidation been used. On Monday morning there was not a horsekeeper in the yard, and the men could not get in for the picketing. The witness believed that "money was freely offered to the men to come out and spend," but he did not know this as a matter of fact (18,429-33, 18,477-8). The witness was himself intimidated; "one man at Victoria, when he pulled up, threatened to cut his traces." He knew a man who was a picket at his yard, and saw him intimidating one of the 'busmen who went out of the yard. There was, in this case, no threat of personal violence (18,468-76).	Protest of the company's employes against the strike of 1891.
Municipal-isation of the undertaking.	The company would be prepared to discuss a proposal for disposing of their undertaking to the municipality (18,416).	The witness had declared they were to make no exception to the strike. "Notwithstanding that, the men told" the witness "that they were going to show up "for work on the Sunday morning." Picketing and intimidation prevailed, however, and only nine omnibuses followed the witness out of the York Road Yard on Sunday morning. He drove an omnibus himself the whole of that Sunday, and believed that everyone of the company's vehicles would have turned out had no intimidation been used. On Monday morning there was not a horsekeeper in the yard, and the men could not get in for the picketing. The witness believed that "money was freely offered to the men to come out and spend," but he did not know this as a matter of fact (18,429-33, 18,477-8). The witness was himself intimidated; "one man at Victoria, when he pulled up, threatened to cut his traces." He knew a man who was a picket at his yard, and saw him intimidating one of the 'busmen who went out of the yard. There was, in this case, no threat of personal violence (18,468-76).	Intimidation.
The London Omnibus Carriage Company.	Mr. HENRY A. JONES. Secretary and general manager to the London Omnibus Carriage Company (18,417-9). Had officially held the post eight months, but practically had held it for four years, owing to the ill health of his predecessor. Had had six years' experience, in all, of the working of the company (18,420-3).	Offered refutations of statements by witnesses—	Intimidation.
Refutations of statements: (1.) As to treatment of regular men.	Offered refutations of statements by witnesses— (1.) That regular men have been put to do odd work for their participation in the strike, 1891. Nothing of the kind had taken place in the witness' company (18,456).	(1.) That regular men have been put to do odd work for their participation in the strike, 1891. Nothing of the kind had taken place in the witness' company (18,456).	
(2.) As to discharge of strikers.	(2.) That men had been discharged in consequence of the strike. No man had been so discharged. Mr. Hammill had made a complaint by a letter to the "Daily News." The company immediately sent a challenge to the union to send "any gentlemen unconnected with the union to examine the grounds" on which the witness had discharged every man since the 1st June 1891, and offered to reinstate any man who had been unjustly or even harshly dismissed. No reply was ever received to this challenge (18,456).	(2.) That men had been discharged in consequence of the strike. No man had been so discharged. Mr. Hammill had made a complaint by a letter to the "Daily News." The company immediately sent a challenge to the union to send "any gentlemen unconnected with the union to examine the grounds" on which the witness had discharged every man since the 1st June 1891, and offered to reinstate any man who had been unjustly or even harshly dismissed. No reply was ever received to this challenge (18,456).	
(3.) As to boycotting of men employed by other companies.	(3.) That new hands have been prejudiced in consequence of being employed by other companies. This was never the case if the references were satisfactory (18,456).	(3.) That new hands have been prejudiced in consequence of being employed by other companies. This was never the case if the references were satisfactory (18,456).	Cause of the strike.
(4.) As to bullying by inspectors.	(4.) That inspectors bully the men. Inspectors have no power to do this, and are expressly instructed to have no arguments with conductors behind the omnibus. They have only power to report direct to the manager, who sees the man reported at the office (18,456).	(4.) That inspectors bully the men. Inspectors have no power to do this, and are expressly instructed to have no arguments with conductors behind the omnibus. They have only power to report direct to the manager, who sees the man reported at the office (18,456).	
(5.) As to deductions for short earnings.	(5.) That the company deducts from a man's wages if he does not earn 2l. On the contrary, a commission of 6d. is given on 2l. earned; on certain routes the company loses if 2l. is not earned. "6d. is given as commission, "and not taken from the men as a deduction" (18,457).	(5.) That the company deducts from a man's wages if he does not earn 2l. On the contrary, a commission of 6d. is given on 2l. earned; on certain routes the company loses if 2l. is not earned. "6d. is given as commission, "and not taken from the men as a deduction" (18,457).	Cause of the strike.
(6.) As to comparative merits of unionist and non-unionist servants.	(6.) That unionists are better servants than non-unionists. The witness had, on four or five occasions, taken men on who were recommended by the union, and in all the cases they had proved unsatisfactory. He read to the Commission a letter which had been sent to a union official on this matter, and which gave details concerning the reasons for dismissal of conductors Short, Bailey, Holden, Piele, and Eldridge (18,457, 18,509-13).	On the Tuesday after the strike took place, the employes of this company met Mr. Sutherst, and begged for leave to go back to work. Permission was given on condition that the company should label their omnibuses "union omnibuses," and work their men 12 hours while the other companies were still out. Under these conditions they started, as the company was not in a strong enough position to refuse the former condition, and had already offered the latter condition. The witness read the memorandum of agreement made between Mr. R. J. Shaw, his predecessor as manager, and the representative of the employed, Mr. G. Bateman. It included an undertaking on the part of the company "to reinstate every man in his original position," and "that no man shall "in any degree whatever suffer or be punished for "any action he may have taken during the dispute," and a pledge "to accept as the permanent basis for "working, any agreement which may be arrived at "between the 'Bus and Tram Men's Trades Union, "and the London General Omnibus, and other companies." The company would have preferred to run without the bills. The men were out from Monday to Wednesday, and their return was not considered as a re-engagement at all (18,449, 18,486-505).	Cause of the strike.
(7.) As to the company's attitude towards the union.	(7.) That the company prevents men from joining the union, and refuses to recognise the union. The manager had told the men he "did not mind their "joining the union provided they spoke the truth" about it. The company would be prepared to treat with the union, provided the majority of the men were members of it. "We are prepared to listen to "any reasonable proposal put forward at the instigation of the men's union" (18,514-7). The objection is not to the union, but to the intimidation practised by certain members on the men (18,522-3).	The witness had to complain of the conduct of the union in spreading untrue statements as to the action of the Omnibus Carriage Company at the time of the termination of the strike (18,434).	Arrangement between the union and Omnibus Carriage Company
Establishment of the union.	The formation of the union, which took place "some considerable time before the strike" was not in the least objected to by the company. The witness' opinion was that the union was formed with the idea of giving the men a weekly allowance when they were out of employment, and that a good many men joined on that account (18,429, 18,433).	After the daily 12 hours had prevailed for about a fortnight the men came to the witness in a deputation to ask for the old hours, with 1s. extra pay. The	Petition of the employes for the old terms.

<p>OMNIBUSES AND TRAMWAYS.</p>	<p>witness replied that the directors were averse to "chopping and changing," and that in any case he could not give any consideration to a merely verbal proposition. On the following day he received a written petition to the same effect signed by over 90 per cent. of the men. The request was agreed to, and the witness believed that the men were satisfied. The terms of the petition were handed in (18,434-5).</p>	<p>license, and referred him for the reason to the district manager (18,540-2). The only inference the witness could draw was he had been dismissed for promoting the union (18,547). The witness was not an agitator, and had always advocated the duty of efficient service; but he did not recognise authority of the company over his actions after the day's work was finished (18,546).</p>	<p>OMNIBUSES AND TRAMWAYS. Inference drawn by the witness.</p>
<p>Loss to the company.</p>	<p>These matters resulted in a loss to the company of 1,500<i>l.</i> for the half-year ending June. The following six months, which brought into force extra wages, entailed a direct increase in expenditure of 1,410<i>l.</i>, which was equivalent to 8 per cent. on the paid up capital of 27,000<i>l.</i> (18,450-2).</p>	<p>Mr. TOM WALKER. Tramway engine driver for nine years in the employment of the Huddersfield Corporation (18,659-61). Previously employed for 20 years in railway service (18,662, 18,729a-30, 18,735). Authorised by drivers and conductors in the service of the corporation to give evidence on their behalf (18,663-6).</p>	<p>Tramway engine driver to the Huddersfield Corporation.</p>
<p>Disappearance of the dividend.</p>	<p>Since the strike the company's dividend may be said to have practically disappeared. There has been no decrease in traffic, and the falling off must be due exclusively to increased wages (18,463-7).</p>	<p>Hours before 1888, were 14 a day, with two hours off for meals. Although the men complained of this state of things, they made no attempt to change it (18,667-8).</p>	<p>Hours.</p>
<p>Wages.</p>	<p>Wages of the men before the strike were:— 1. For drivers, 6<i>s.</i> a day. 2. For conductors, 4<i>s.</i> 6<i>d.</i> a day. Both receive an additional 6<i>d.</i> after six months' service. Since the strike wages are:— 1. For drivers, 7<i>s.</i> 2. For conductors, 5<i>s.</i> 6<i>d.</i> Both receive an additional 6<i>d.</i> after 12 months' service. "That is what over 33 per cent. of the men are receiving at the present time" (18,457).</p>	<p>The manager and the tramways committee took the matter into consideration, and arranged a day with two eight-hour shifts. The men then willingly accepted a reduction in wages, the drivers from 3<i>s.</i> to 2<i>s.</i> 6<i>d.</i>, the conductors from 2<i>s.</i> to 2<i>s.</i> The plan was an experiment for six months; after that the committee decided to adopt it (18,669-73). The change gave general satisfaction to the men, and there had been no disposition among employes to return to a 12-hour day (18,679, 18,697-9). The witness was inclined to hold the principle that reduction of hours should be accompanied by reduction of pay (18,736-9).</p>	<p>Double eight hours' shift.</p>
<p>Capital of the company.</p>	<p>A driver can earn 5<i>s.</i> 6<i>d.</i> a week after 12 months' service and a conductor, 4<i>s.</i> Not many men work five days a week. They prefer "to put in a full week." But the witness did not object to men working for only five days. If a man wants a rest he asks the yard foreman, and he can get leave if there are sufficient men in the yard. The witness would object to a man working three or four days a week only, on account of injury to the horses. "The men and the horses get used to one another, and it is to their mutual advantage" (18,453-18,518-20, 18,524-6). If a man's religious principles prevent him from working on Sunday, he is never asked to do so (18,453).</p>	<p>The eight hours' double shift worked smoothly for three years, and then a demand came for a rise of wages. The matter was compromised, and the older drivers received an extra 1<i>s.</i> a week on the heaviest gradients. Those terms came into force in April 1892 (18,674-8). The conductors have made no application for an increase in wages, they receive 2<i>s.</i> a week with an eight hours' day, and their labour does not require any skill. Drivers receive 2<i>s.</i> 6<i>d.</i> and 2<i>s.</i> for a 4<i>s.</i> hour week. They do their own stoking, and their work is heavier than that of a driver of a railway locomotive. The latter receives 6<i>s.</i> to 8<i>s.</i> for a 10 hours' day (18,679-82, 18,707-15, 18,731-3). Comparison of the Huddersfield rate of pay with the North Metropolitan Tramways' pay shows an average of 5<i>d.</i> an hour for the former, against 6<i>d.</i> an hour for the latter, or a daily wage of 3<i>s.</i> 6<i>d.</i> against 7<i>s.</i> 6<i>d.</i> The witness was not prepared to gauge the attitude of tramway men in general towards an eight hours' day at a lower rate of pay; but he himself considered the pay in Huddersfield good, and declared that those he represented were "very well satisfied" with their conditions (18,716-29).</p>	<p>Worked smoothly for three years, when a demand came for a rise in wages.</p>
<p>Capital of the company.</p>	<p>The capital of the company is 100,000<i>l.</i> with 27,000<i>l.</i> paid up. It is the smallest omnibus company in London, and employs about 150 drivers and conductors. The dividend for the first five months after formation of company was 5 per cent., and then up to June 1890, 6 per cent. was paid. From that time until December 1890, 4 per cent. was paid. Since then no dividend has been paid at all (18,424-7). The fall from 6 per cent. to 4 per cent. might be traced partly to increased cost of forage, partly to bad weather, and a prevailing epidemic amongst the horses. It was not due to a change in fares or to increased competition (18,458-67).</p>	<p>The steam trams travel eight miles an hour (18,734). The work on them is much heavier and more exhausting than on horse tramways (18,687-91).</p>	<p>Steam trams.</p>
<p>Mr. WILLIAM BROOKS.</p>	<p>Coachman in the employment of the London General Omnibus Company for 12 years until May 1st, 1892 (18,528-30). Member of the Drivers' Union (18,531-4).</p>	<p>The gradients are very steep, 1 in 17 and upwards, and are difficult to work. There is only one man on the engine, and he does everything, stoking and looking out. This makes the work trying to the health (18,692-6, 18,706, 18,733).</p>	<p>Gradients.</p>
<p>Rebution offered.</p>	<p>Desired to offer refutation of the statement that no man had been dismissed for belonging to the union (18,527).</p>	<p>The witness was not prepared to give any information as to the financial results of the working of tramways by municipal authorities. He thought it a great advantage, from the point of view of the men, that these undertakings should be the concern of the local authorities rather than be worked under a company. He had never worked more than 12 hours under the municipal authority of Huddersfield (18,683-6, 18,700-5).</p>	<p>Municipal-isation.</p>
<p>Cause of dismissal by the London General Omnibus Company. For undefined reason.</p>	<p>He had been dismissed by the company without any cause that he was "aware of"; he had had no reports or representations against him during five years. When he saw the district manager, he was told that there was no fault to find with him, but that he "could not serve two masters." The witness said that he had "not been working for two masters" (18,535-9, 18,542-5).</p>	<p>Mr. JOSEPH POGSON.* Manager and engineer of the Huddersfield Corporation Tramways for nearly seven years (18,740, 18,742, 18,961-5).</p>	<p>Huddersfield Corporation Tramways.</p>
<p>Union meeting.</p>	<p>His own opinion was that the dismissal was connected with the part he had taken in promoting a meeting of the union. He was informed by Mr. Hammill, that two "spots" were present in the street, i.e., inspectors told off by the company to watch the men entering the meeting. The meeting was simply to form a branch of the union, with sick and other benefits. Nothing was said except as to election of officers and conduct of branch meetings. The witness was elected chairman. Two days later, when he went to his starting point, he was informed "that a man was ordered to get on the omnibus." The next morning the yard foreman returned him his</p>	<p>The tramways were constructed by the corporation in 1880, and are the only tramways actually worked by a corporation (18,743-4, 18,768-80, 18,946).</p>	<p>Union meeting.</p>

* Special difficulties appeared in summarising the parts of Mr. Pogson's evidence which dealt with the financial affairs of the Huddersfield Tramways. A copy of the précis was sent to him by the secretary for revision. In a letter dated February 15th, 1893, the witness accepted the précis here presented as an accurate summary of his statements. Some slight additions or modifications offered by him are given in italics. G.D.

OMNIBUSES AND TRAMWAYS. Mileage and extension of.	Seventeen miles of tram lines are in working order (18,746, 18,815). Further extensions are in progress since 1891, which will add about three miles. This addition will considerably develop the property to which it is run, to the advantage of private individuals. It has not been run from that point of view, but for the convenience of the district (18,747, 18,779, 18,828, 18,831-4, 18,917).	partly to faulty construction of one of the pistons of the engine. The engine broke away from control, and the car was overturned (18,951-5).	OMNIBUSES AND TRAMWAYS. Conditional powers of the Corporation.
Date of obtaining powers.	In 1882 the corporation sought and obtained powers to work the trams themselves. They found they were unable to lease the lines to a company, as they had intended to do. No tenders were received, as the undertaking was considered to be unprofitable. It was advertised in a number of papers, and experts came to see the town. It was thought that owing to the severity of the gradients and the sparse population it could not be worked at a profit, and this turned out to be so for some time. When the corporation considered it was necessary to have a tramway system they applied to the Board of Trade for the powers they wished to have (18,748-50, 18,786-7, 18,896-9).	The powers of the corporation are conditional. As soon as the undertaking becomes profitable it may then pass to a private company. The corporation are not prohibited from making a profit, but have to advertise the tramways to let every seven years, and if there is an offer which is satisfactory to the Board of Trade, "the powers of the corporation cease and pass over to a company." The corporation would then lease the lines and sell the rolling stock. The witness promised to send copies of the local Acts. The second period of seven years had not arrived. "The municipal authority of Huddersfield" are under the complete control of the Board of "Trade." With respect to the working of the tramways, the witness had no knowledge of the reason for imposing the obligation to transfer the tramways to a private company; he had been told "that it was because it is against the standing orders of the House of Commons." The ratepayers "have not the option" to carry on the undertaking, and he considered that they should have. The clause regulating this had not been a subject for discussion with the tramways' committee. He had heard it quoted several times (18,780-5, 18,860-7, 18,882-3, 18,900-6, 18,957-8, 18,966-9). The witness read out section 17 from the Act referred to, and admitted that it was not compulsory, but said at the same time that there was "not much liberty to the corporation," and that the matter was in the discretion of the Board of Trade (19,010-6).	Board of Trade control.
Steam tramways.	The tramcars are all propelled by steam. Twelve run daily, with some addition on Tuesdays and Saturdays (18,751-3).	The witness did not think that the time was at all remote when a company might seek to acquire the business. It has been a developing business for four or five years, and the corporation are extending and renewing the lines. With the old portion renewed he had no doubt it would be a very good and profitable undertaking, and "particularly so if it ran on Sundays" (18,970-1).	Prospectively acquired by a private company.
Numbers employed.	Numbers employed are 79 men and 15 youths, exclusive of clerks and permanent-way men. The number has increased by 50 per cent. since 1888 (18,754, 18,788, 18,791).	There is no stipulation in the Act to recompense the corporation, in event of formation of a company, for loss sustained in the working of the tramways or for the interest upon capital expenditure (18,903-5). No attempt has been made to obtain removal of the obligation to transfer; if the corporation thought there was immediate danger of losing control of the trams, they would make the attempt (18,959-60).	Loss on the tramways.
Hours.	The daily hours for engineers and labourers are nine; for engine drivers and conductors eight (18,756-7).	The loss on the tramways does not seem to concern the inhabitants of Huddersfield. There is no desire on the part of the citizens to lease the undertaking, and no company would get the tramways with the goodwill of the corporation or the community (18,903-4, 18,907-9).	Loss on the tramways.
No Sunday traffic.	There is no Sunday traffic; those desiring it are in a minority (18,758, 18,914-5).	The capital account of the Huddersfield Corporation is in two portions. "The 1880 Act is a 60 years' redemption" with 4 per cent. redemption fund, and the "1890 Act is a 30 years' redemption" with 3 per cent. redemption fund.	Capital account.
Introduction of a double eight hours' shift.	Before May 1888 the men worked 12 hours daily. At that date the corporation introduced a 16 hours' day with two shifts, and wages were in consequence reduced. The first thing to suggest the re-arrangement was the fact that the tramway services were required for longer hours per day, and the corporation considered it unreasonable to increase the hours. The witness considered a 12 or 14 hours' day to be too great a physical strain upon a man. No dispute or trouble has arisen with the employed, and the witness considered that disputes would have been inevitable under the old system. He had never heard a suggestion that the men wished for longer hours and better pay. The men had been asked to vote by ballot on the matter, and a unanimous assent was given to the arrangement (18,759-67, 18,879-81, 18,910-3, 18,947-8, 19,017).	The total capital value of the whole undertaking at the end of 1891 was 89,728l. 13s. 5d.; of this some portion has been paid off by means of the sinking fund (18,849-52, 18,933-4).	Details of loss.
Fall in wages.	The fall in wages due to the arrangement of the double shift (involving a decrease in hours of 50 per cent.) was 20 per cent. in the case of the drivers and 10 per cent. in the case of the conductors (18,760, 18,764, 18,772, 18,790-1, 18,843).	The loss (i.e., deficiency short of paying the financial charges, including the sinking fund set apart for the redemption of the capital) was, in 1889, 151l. 12s. 7d.; in 1890, 648l. 4s. 4d.; in 1891, 1,600l. 3s. 8d. The total for the three years was 2,400l. 0s. 7d., which is equal to 1½d. in the pound on the rates for one year or an average of ½d. in the pound for three years. Extensions, renewals, and large expenditure for maintenance of ways, together with a failure of what is known as the Barker rail, was the cause of the deficiency for 1891. The loss was more apparent than real, the witness maintained. He considered that the portion set apart for the sinking fund should be called a profit, and if looked at from that point of view there is no loss (18,774-6, 18,797). The witness thought that alteration in the hours had nothing to do with apparent deficits. The increased cost for the increased wages was covered by the advance of running hours of the trams from 14 to 16 a day (18,771-3, 18,798-800, 18,873-8, 19,018-22).	Loss on the tramways.
Total wages per week.	Total wages paid per week are 109l. 11s., the average for the men being 25s. 3d. and for the youths 13s. (18,755, 18,764).	The extensions of 1891 were charged to capital. They affected the revenue by charges on capital during the period of construction. There is a fixed financial charge, and as soon as a sum of money is paid on	Extensions of 1891.
Comparison of rates.	Wages paid by tramways companies are higher in London, but ought not to be compared with those in provincial towns. Huddersfield wages paid by the tramways' department compare very favourably with similar classes of labour in the district, and are considerably higher than Leeds or Bradford. The members of the corporation think that the men should be paid wages equal to those given by any private firm, but would not feel justified in exceeding the fair market rate (18,839-44, 18,949-51).		Extensions of 1891.
Inspection.	Inspection of boilers is carried out, but an accident has occurred which was due to insufficient inspection. The witness had a certificate that the boiler was in good order from the insurance company, and a report to the same effect from the foreman of works, but unfortunately the firebox of the boiler burst (18,884-7, 18,951, 18,956).		Extensions of 1891.
Certificate of competency.	No certificate of competency is required from the engineman, nor, in the witness' opinion, is it necessary. No accidents have occurred through incompetency of the driver, and the judgment of the engineer is sufficient to pass a man who has gone through a period of probation and practice in the employment (18,888-95).		Extensions of 1891.
Gradients.	Gradients are very severe, and in the early years a serious accident occurred through the upsetting of a tramcar at the foot of one of them. The accident was due partly to a faulty curve on a gradient and		Extensions of 1891.

<p>OMNIBUSES AND TRAMWAYS.</p>	<p>capital account it commences at once to bear interest. The corporation are not like companies, and have no supplementary means of getting capital in the shape of preference or debenture shares. Since 1891 35,000L. have been spent for extensions, and "they are going on now, so the next financial statement will be "considerably worse" than the last (18,917-25).</p>	<p>financial success. But the change is not considered desirable (18,801-2, 18,915-6).</p>	<p>OMNIBUSES AND TRAMWAYS.</p>
<p>The sinking fund.</p>	<p>The sinking fund, which is 3 per cent. for the redemption of capital within 60 years and amounts to about 750L. a year, is not an insurance fund, and is not to be confounded with the depreciation fund. It is for the redemption of capital, and for no other purpose (18,777-8, 18,990-2, 18,974-5). The question as to the deposit of the sinking fund was referred by the witness to the special finance department of the corporation.</p>	<p>The profit of 460L. 17s. 1d. for six months' working to September 1889, as stated in Mr. Webb's books, the "Eight Hours' Day" and "London Programme," is correct; in fact, is an exact copy of the financial statement issued by the borough accountant. Before the expiry of the year, however, increased expenditure was incurred under the head of "maintenance of ways," and the account set aside for depreciation was increased by about 1,200L. per annum, which caused a loss on the working for the year of 1,609L. 3s. 8d. (18,803-11, 19,008-9).</p>	<p>Statements in Mr. Webb's books.</p>
<p>Depreciation.</p>	<p>The amount charged for depreciation "is quite equal" and in some cases in excess of a great many of the "tramway companies." All the renewals and repairs and reconstructions are a charge against revenue. The corporation cover themselves against third party or accident risks by insurance, for which they pay 15L. per running car per annum. In case of inventions or any serious change the corporation would recoup itself from the depreciation fund, "or it would be a charge against revenue." The corporation is of opinion that the depreciation fund is sufficient to renew the rolling stock when necessary. The rolling stock in any case does not last a great length of time (18,976-99).</p>	<p>A difficulty in explaining items in the balance sheet fully arises from the fact that the period of the year when the increase comes in, cannot be exactly told. It is an increasing, not a fixed, sum. The witness could not answer questions on such points as the borough accountant could. He admitted that certain items as to cost of management were a little confusing (18,933-46).</p>	<p>Items in the balance sheet.</p>
<p>The loss during the three years 1889-91 would have been only 500L. instead of 2,409L. if the sinking fund, which is practically a profit, were not included in the financial charges (18,856-9).</p>	<p>The loss during the three years 1889-91 would have been only 500L. instead of 2,409L. if the sinking fund, which is practically a profit, were not included in the financial charges (18,856-9).</p>	<p>The accounts are made out by the borough accountant in a manner similar to the accounts of the other departments of the corporation. The witness' figures were all given from the abstract of accounts published by the corporation (18,812, 18,818, 19,009).</p>	<p>The borough accountant.</p>
<p>Interest on original cost.</p>	<p>Interest on the original cost (i.e., 3½ per cent. on the 90,000L.) for the purpose of redemption is charged as an annual debit to the working expenses. The witness felt "quite clear in his own mind that this was a fixed charge." He quoted from a financial statement which he had with him: "Interest and sinking fund, 3,527L. 18s.; depreciation, 3,000L." These two are a charge against the revenue. The interest of 3½ per cent. "is the interest for corporation stock paid to the holders of corporation stock." It is guaranteed upon the stock when issued (18,845-6, 18,853-5, 18,999-32, 18,972-3, 18,976-8, 19,000).</p>	<p>The tramways' committee are charged rates. They maintain the roads and pay wages and cost of material. The maintenance of the roads is a very serious burden on the department. They feel that as the trams are steam trams, they are not responsible for any of the wear and tear of the paving. The percentage for depreciation has been increased from 2 to 3½ per cent. The witness defined the "roads" as "the space between the lines and the statutory width "of 18 inches on each side of the lines" (18,813-6).</p>	<p>Charges debited to the department.</p>
<p>Financial statement for 1891.</p>	<p>The financial statement for 1891 showed the total receipts as 17,278L. 3s. 8d. The balance sheet showed a deficiency of 1,609L. 3s. 8d. The financial charges are 6,527L. 18s., and the working expenses plus these financial charges are 1,609L. 3s. 8d. in excess of the income. Financial charges amount to nearly 6d. per running mile, and that is caused by the great length of line in proportion to the number of running trams. No record is kept of income per mile of line. In 1891 the total takings were 17,278L. 3s. 8d., and the miles open began at 12½ and increased to 17. The witness did not think that comparison of the takings per mile with those of other tramways of the United Kingdom necessarily should point to any deficiency in the Huddersfield system. The number of trams run on a given length of line should be taken into consideration; and further, the more trams running on a given length of line the fewer opportunities there are for the vehicular traffic to wear the lines and paving and use them as a plate way (18,819-27). On the recent extension of three miles only one tram is running, and that has a capital of 14,000L. on it. In the meantime there is a serious loss on it, but it is expected to become soon a good paying section. The corporation can afford to look to the future and run tramways into developing districts sooner than private companies. This is to the advantage of individual owners in the new districts, but "has not been run from that point of view." There are important works belonging to the corporation already developing or projected in that direction (18,828-3, 18,868, 18,926-8).</p>	<p>Remedies as advocated by the witness were— (1.) Municipalisation, with an eight hours' day. He was quite satisfied that this monopoly of the tramways can be worked more in the interests of the public by the local authority than by a private company; in the same way as the Post Office, which makes its establishments at non-paying as well as paying places (18,828-34, 18,868-73). The double-shift system can be made to pay itself by the total increase in hours of running the services (18,771-3, 18,919-22). (2.) The ratepayers should have the option of carrying on the municipal tramways (18,861, 18,905).</p>	<p>Remedies.</p>
<p>Raising or lowering of fares.</p>	<p>The witness did not consider that better results would follow from raising fares. Reduction of fares had been considered and rejected. The cars are not full as a rule. Fares are not uniform. In some sections a penny fare carries a passenger for two miles, in others for not more than one mile. These fares are practically the same as in Leeds and Bradford, but higher than in London (18,792-4, 18,835-8). If the trams ran on Sunday, there would, no doubt, be an increase in receipts such as to make the tramways a</p>	<p>Mr. WALTER PATON.</p>	<p>Glasgow Corporation Tramways.</p>
		<p>Magistrate in the city of Glasgow, justice of the peace for the county of Lanark, member for eight to nine years of the Glasgow Town Council, chairman for six years of the tramways' committee of the council (18,923-8).</p>	
		<p>The lines owned by the corporation extend to about 31 double miles of rail. They were laid out and the tramways built by the corporation at a cost of about 360,000L., they were leased to a company for a period of 24 years, and that lease expires on the 30th June 1894. The corporation have absolutely settled that they will then work the tramways themselves, and have sought and obtained the necessary parliamentary powers. They have no doubt as to the probability that this arrangement will prove a success. The company have been making a very large profit for many years (19,029-30, 19,037-43, 19,103-4).</p>	<p>Mileage. Lensed to a company until June 1894.</p>
		<p>An arrangement was made by which five years before the termination of the lease, negotiations were to be entered into between the corporation and the company to see whether terms of a new lease could be arranged. The negotiations, however, led to no arrangement. The lease had still five years to run, and another five years, added thereto, were offered. It was thought that the change which was gradually taking place in the tramways was such that it was not desirable to tie up the corporation for a longer period than 10 years from that date.</p>	<p>Negotiations five years before termination of lease.</p>
		<p>The ideas of the company and the corporation were so "far apart in many respects," that it was found impossible to come to an agreement (19,030-1, 19,036, 19,051-5).</p>	<p>Divergent views of the company and the corporation.</p>
		<p>The witness was not a member of the corporation when the original lease was made nearly 20 years ago. He affirmed that there were then two or three parties</p>	<p>Competition for the lease 20 years since.</p>

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Expenses incurred by the company.

Agitation about conditions of employment in 1888-9.

Proviso as to a 30 hours' week in terms of new lease.

Influence of the trades' council exercised against striking.

Rental per mile.

Powers as to horse and steam haulage.

Number of passengers.

Gradients.

Driver in the eastern district to the London General Omnibus Company.

Refutations: (1.) Of letters in the daily press.

competing, but that one of them bought off the others. The effect of it was to handicap the company for very many years. At first they did not even pay a dividend, and, while for a number of years their earnings were 15 per cent., they paid a dividend of 8½ to 9 per cent. The expenses incurred were about 150,000. It was a charge which had necessarily to be met out of the profits of the contract. The witness did not know "whether it was a legitimate charge;" he had not sufficient knowledge of the negotiations which took place. The only interest of the corporation in the matter was to get a good responsible company (19,061-2, 19,076-88).

At the time of the negotiations above referred to there was a great deal of dissatisfaction among the men as to excessive hours of labour, and a number of petty grievances. A great agitation was got up in Glasgow in 1888 and 1889. Public sentiment expressed itself in a number of crowded meetings. The town council agreed with the general view, that the men were working unreasonable hours and suffering various grievances, and with the general complaint as to appearance and clothing of the men employed (19,033-4, 19,057-8, 19,093-4). The town council, after full consideration and discussion, determined to put a proviso as to a 60 hours' working week into "the new conditions of let in any new lease that might be agreed upon between the company and the corporation." The aim was to secure a class of men equal to railway guards. There seemed to be no reason why, in a great city with a lucrative undertaking, this should not be attainable (19,035-6, 19,056, 19,065, 19,094-9). The witness was quite satisfied that the town council would not withdraw from the 10 hours' position. The question of increase of pay and an eight hours' day had never been considered (19,098-9). One of the conditions in the lease is that there shall be an inspector of tramways (18,069-73).

The witness had followed the agitation of 1888-9 closely as one of the public. He knew as a matter of fact that the Glasgow Trades Council had at that time counselled the men not to strike (19,066-8).

The tramway company took exception to almost every condition regarding uniform, pay, and hours laid down by the corporation. They have since made some concessions voluntarily. There were other differences, and among them was the question of price. The company "would not even give an offer on those conditions" (19,059-6, 19,089-92).

Calculation of rental per mile of the property is rather intricate. There is a rental of 150l. per mile, but that does not include all the company pays to the corporation. The company has charge of repairing, and a fund exists for renewal, which must be done to the satisfaction of the corporation's engineer (19,044-50).

The present powers of the Glasgow Corporation refer only to horse haulage, but a Bill was promoted two years since by which the corporation "are allowed to use any kind of motor for haulage purposes with the consent of the Board of Trade" (19,073).

At the present time the tramways carry about a million passengers weekly. The nature of employment of the people is favourable to the use of tramcars (19,094, 19,099-100).

The gradients as a rule are very moderate, the heaviest being 1 in 17. Glasgow in this respect is very unlike Huddersfield (19,101-2).

Mr. HARRY PEIRCE.

Omnibus driver of 20 years' standing in the service of the London General Omnibus Company, had been deputed by the drivers, conductors, and horsekeepers in the eastern district to represent them (22,644-7). Offered refutations:—

(1.) Of statements that had appeared in letters in the daily press, to the effect that he and those he represented were dissatisfied with their employers and conditions of employment.

The witness complained that they had been very much "vilified" in this way. The letters were totally incorrect, especially one by Mr. Hammill in the "Chronicle" on September 25th, 1891. The men had replied at the time, both by letter and by resolutions at meetings, to the effect that they were on the most amicable terms with their employers,

were quite satisfied with their condition as to hours and wages, and had been in no way coerced since the strike. "They did not want any agitators and so-called organisers among them." A special resolution of confidence was conveyed by these men to the chairman of the company expressive of their loyalty to and confidence in their employers. At the time that Mr. Hammill's letter appeared, drivers were receiving 7s. 6d. a day, and if they worked extra time were paid extra and were satisfied. Men in Blackwall had been in the service 35, 32, 16, 14, 12, 7, and 5 years, and the witness considered that a proof that there was not much discontent among them. Drivers, whose service extended from 10 to 40 years, addressed the meeting, at which expressions of satisfaction were carried. The witness had entered the service as a young man in 1871, and would not have stayed 20 weeks if he had been tyrannised over or badly treated. They were satisfied that their employers were always willing to hear them by deputation or by letter. The witness had waited on them on many occasions and had been kindly and generously received (22,647-55, 22,674).

(2.) Of a statement by Mr. Sutherst that the Blackwall men worked 16 hours a day.

The actual work that the company gets out of the men is 13½ hours a day, with two hours out for meals. The witness handed in an account of the men's hours (See Appendix 135). He said that he had all his meals at home himself, and he did not know where Mr. Sutherst got his evidence that the men paid so much for their meals. He had 50 minutes for dinner, besides 15 minutes for tea and 10 or 12 minutes between journeys. He finished his work at 9.10 p.m., having done 12 hours' actual work for the company (22,654, 22,684).

(3.) Of the statement by Mr. Bowbrick that the 1891 strike was caused only by the long hours.

The witness had known Mr. Bowbrick up and down Oxford Street for 14 years, and he considered that a long time in which to find out that the hours were long. When the ticket system was introduced, Mr. Bowbrick refused to go to work with the ticket-box on the grounds that it was too heavy for him. The witness did not know the weight of a ticket-box, but knew that it was "a great check on what used to go on" (22,661).

(4.) Of statements made by Mr. Sutherst and Mr. Bowbrick as to the nature and management of the accident fund, e.g., that the money was stopped out of the men's pay, "and that it came under the Truck Act, and all that sort of business."

The witness did not profess to go into legal matters, but he knew that the men received their wages at one end of the journey and paid their accident club at the other end; all the years he had worked for the company he had never had a single copper stopped on any pretext. The drivers pay 1s. and the conductors 6d. a week to the collecting foreman. He and the majority of the men are convinced that the fund prevents recklessness that would otherwise prevail.

The fund is managed by the road director, who was with the company many years, and he issues a statement every three months, which is posted up in the yard. Two drivers and conductors are on the committee of management, and see all the bills for accidents. The fund is liable up to 10l. for any accident to omnibuses resulting from small collisions with other vehicles. The balance of the fund, or part of it, at the end of the year is divided among the men contributing (22,666-71).

Mr. Sutherst's evidence in general about the omnibus workers was described by the witness as particularly inaccurate. Those who know the conditions of employment understand this ignorance. His facts seem to have been supplied to him by Mr. Hammill and Mr. Bowbrick. Their evidence dovetails (22,672).

The strike of June 1891 was mainly moved and caused by Mr. Sutherst. "He was organising president," and issued permits, mandates, and orders" (22,653, 22,673).

Establishment of the ticket system directly led up to and caused the strike. Conductors and drivers threw upon the old way-bill system, the witness taking his share along with everyone else. The fault lay in the

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Satisfaction as to wages and hours.

Drivers' wages and length of service.

(2.) Of Mr. Sutherst's statement about hours' work.

Mealtimes allowed.

(3.) Of Mr. Bowbrick's account of the cause of the strike.

(4.) Of statements as to the management and nature of the accident fund.

Mode of collecting for the accident fund.

Management of the fund.

Inaccuracy of Mr. Sutherst's evidence.

Strike of June 1891.

Cause of strike.

OMNIBUSES AND TRAMWAYS.	system rather than with those who worked under it. The way-bill left a margin for a large amount of clerical error and omission, and tips came out of this margin. The witness received his share every day for many years and paid his way out of it to others. When the tickets were introduced wages were raised 1s. a day all round, and the company paid for everything. The drivers were satisfied with the change, but the conductors at the end of a week "said they could not put up with it," and called upon the drivers to come out with them (22,655, 22,658-60, 22,665-6, 22,678-81).	rest on Sunday if he wishes. He is only paid if he works (22,662-4, 22,686-7).	OMNIBUSES AND TRAMWAYS.
Picketing by conductors.	The witness did not believe that a strike would take place. But when he "went down in the morning" to work, he found the place picketed by a number of conductors, who later started in business on sums of 200l. to 300l. (22,660).	Those represented by the witness "fully opposed any eight hours' day." They wrote to Lord Salisbury, after holding a meeting on the subject, saying that they should consider any Eight Hours' Bill a gross interference with the liberty of the subject. The letter was acknowledged (22,657). As working men the witness said, "we are not in a position to be philanthropic." They did not wish to work only eight hours in order to give others a chance of doing the same. They were sorry for those who were out of employment, but were not in a position to stand aside in order to let others come in (22,653).	Opposition to the eight hours' movement.
Loyalty of the drivers.	A very large proportion of the drivers remained loyal during the strike; some of the conductors, especially those who were non-unionists, did so too, but many were intimidated and frightened by the mob congregated, and some kept out of the way. The witness offered to take an omnibus out of his yard, but his "governor" refused, on account of the danger to limb and property. Where omnibuses went out, horses were unharnessed, traces cut, and things thrown at the drivers (22,675-7).	Mr. FREDERICK HAMMILL.*	Amalgamated Omnibus and Tramworkers' Union.
Strength and composition of pickets.	Picketing was carried on "in a most disgraceful manner." Gas-stokers, oarmen, and others unconnected with the trade were concerned. The witness had to be accompanied by two policemen from his house to the yard (22,671).	President of the Amalgamated Omnibus and Tramworkers' Union, secretary of the Workers' Co-operative Omnibus Society, Limited† (22,688, 22,694). Is an engineer by trade and member of the Engineers' Society. First became connected with the Omnibus Union through being a member of the executive of the London Trades Council (as delegate of the Engineers' Society). When Mr. Sutherst (or the men themselves) appealed to the trades council for help in organising the omnibus and tramways employes, the council elected to send the witness, who at first refused, but later, after a unanimous vote of the delegates, gave up his situation as engineer to do the work (22,691, 22,717, 22,778-80, 22,783-4). Was formerly a worker under the Government in the gun department at the Royal Arsenal (22,936).	Length of existence of the union. Membership.
Treatment of the crew.	Great difficulty was experienced by the company in feeding and watering horses. The witness did not "know if it was Mr. Sutherst who said 'let the company feed and water their horses'"; on the Tuesday after the strike the union sent down a message that it had no objection to the horsekeepers doing this part of their work. In consequence of the neglect the horses "were nearly mad, and it was dangerous to go near them" (22,671-3).	The Amalgamated Omnibus and Tramworkers' Union had existed about 11 months (22,689, 22,902). Including the provinces, it has a total membership of about 2,500 members; of these, four-fifths were metropolitan members. The other towns represented were Bradford, Keighley, Birmingham, and Leeds. Bradford had about 420 members. The union takes in as members all men "engaged in the vehicular traffic." The witness considered that the union had done well, having regard to the obstacles placed in the way of organisation by employers (22,690, 22,803-3, 22,890-908). The greatest trouble of the union had come through the General Omnibus Company (22,691). The witness wished to state that Mr. Sutherst had no connection with this union. He had been kept off because many did not consider him practical on the labour question. "He certainly carried out the strike on a dictatorial policy," and closed it without consulting any of the executive of the London Trades Council (22,691).	London Trades Council.
Pirate omnibuses.	During the strike Mr. Sutherst permitted pirate omnibus to run, if labelled "by permission of the union" (22,673).	The London Trades Council represents the organised workers, skilled and unskilled, of the metropolis; the delegates are elected by the unions and their branches on a democratic principle. Its present representative capacity is 68,000 workers (22,781-2).	Statements of previous witnesses — (1) Mr. Sutherst's evidence.
No contract of agreement as to 8 hours' day.	The witness wished to say that he and his fellow workers never signed any contract or agreement as to the 12 hours' day. They do not consider their employers, therefore, so bound in any way by agreement as to hours (22,653, 22,673, 22,687).	The witness desired to deal with certain statements made by previous witnesses, which he considered "somewhat contradictory to truth." (1) As to Mr. Sutherst's evidence some of it was, he said, accurate, some very inaccurate. Mr. Sutherst had employed men at 30s. a week to gather information for him along the different routes. "If the men whom he employed to do the work were reliable men it was of course a source which was a reliable one" (22,691).	(2) Mr. Jones' evidence.
Weakness of unionism.	He knew of few men in his district who belonged to the union, and considered that it had done a considerable amount of harm. There had never been any attempt by the company to interfere with the men's right to combine. Men could always get a day off work when they asked for it (22,653, 22,656-7).	(2) The witness believed Mr. Jones' (of the Harbour Lights Company) statement that after the strike had ended, all the men in his employment asked to return to the long hours; but he maintained that "certain influences were at work to induce them to do that." "From a financial point of view they were anxious to work because they were practically in a state of 'bankruptcy.'" They went back to the old hours. (22,691, 22,755).	(3) Mr. Peirce's evidence.
Persecution of a non-unionist.	The witness gave an account of the persecution to which a man named Nelson was subjected on account of his refusal to join the union (22,687). He also gave a description of two union meetings, at which great disorder prevailed, in order to prove his point that the union represented him and his colleagues in no "single particular." At one of these meetings, held at the Southampton Working Men Club, Fleet Road, Hampstead, Mr. Hammill ejected a conductor who attempted to speak in favour of a tramway company (22,657).	(3) The statements of Mr. Peirce about union meetings were certainly untrue. Out of 48 meetings in 11 months, there was only one at which there was any disturbance, and that was caused by the necessity of ejecting a conductor who was in a state of intoxication.	(3) Mr. Peirce's evidence.
Relief systems and effect on wages.	After the letters about hours in the "Daily Chronicle," the employers put relief men on, which "naturally reduced wages." The witness was "on a four journeys road," and did two journeys one day and four the next, and for that received 6s. 6d. a day. This he considered good pay, but he would rather work a full day of 14 hours and receive 7s. 6d. On the Blackwall Road the conductors get 6s. and the drivers 7s. 6d. a day, and they are happy and contented. In reply to an application to be put on the same terms, the company said to the witness that the letters to the papers gave such contradictory evidence as to disconcert that they did not know which statements to believe (22,685).	Complaints as to short times of rest have always been remedied. A special clerk is kept to make times out (22,685).	Complaints as to short times of rest have always been remedied. A special clerk is kept to make times out (22,685).
Short times of rest.	Complaints as to short times of rest have always been remedied. A special clerk is kept to make times out (22,685).	The witness believed he worked about 32 or 33 Sundays in the year, and on those occasions did sometimes three journeys, sometimes four. In his district seven omnibuses rest every Sunday. A man can always	The witness believed he worked about 32 or 33 Sundays in the year, and on those occasions did sometimes three journeys, sometimes four. In his district seven omnibuses rest every Sunday. A man can always
Sunday labour.	The witness believed he worked about 32 or 33 Sundays in the year, and on those occasions did sometimes three journeys, sometimes four. In his district seven omnibuses rest every Sunday. A man can always	The witness believed he worked about 32 or 33 Sundays in the year, and on those occasions did sometimes three journeys, sometimes four. In his district seven omnibuses rest every Sunday. A man can always	The witness believed he worked about 32 or 33 Sundays in the year, and on those occasions did sometimes three journeys, sometimes four. In his district seven omnibuses rest every Sunday. A man can always

* (See also page 47).
 † In a letter to the secretary, dated October 29th, 1902, Mr. H. Peirce, the previous witness, says:—"I am anxious that the Commission should know that the 'Omnibus and Tramworkers' Union' is completely broken up; also the Co-operative Omnibus Association, which Mr. Hammill said in his evidence (given May 24th, 1902) he should be pleased to hand over to the municipal authorities, is also said up." G. D.

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tion: Extensions of time had been granted by the Commissioner of Police, and the witness had never seen any rowdiness amongst the men. The union "certainly" did not represent the Blackwall men; but the witness maintained, against the statements of Mr. Peirce, that the union had done all in its power to establish amicable relations with the companies, and in some cases had succeeded entirely, e.g., the Woolwich and Deptford men, all of whom belonged to the union, had gained an advance in wages without any trouble at all, and their relations with their employers were all that could be desired (22,961). Mr. Peirce's statements as to the loyalty of the drivers during the strike were also traversed by the witness. Neither drivers nor conductors were satisfied with the advance of 1s. a day given at the introduction of the ticket system. The loss to the men could only have been equalised by a reduction of hours (22,923-9).

(4.) Mr. Kingham's evidence.

(4.) Mr. Kingham had stated (a) that no men have been discharged since the strike, and (b) that the majority of the London General Omnibus Company's men have petitioned for a return to the old hours.

Letters about hours and discharges disproving Mr. Kingham's statements.

The witness selected and read to the Commission, letters out of many dozen similar ones lying at the union office, disproving the truth of both these statements. One letter said that several had signed papers "much against their wish, being afraid of losing their employment." "On the 10th of July, each conductor was handed a circular to sign in a few minutes it was put about by the timekeepers, that they who did not sign for the long day would not be wanted, and this proved to be true." Another letter gave details to support the contention that the company were "doing everything in their power to sap the union of its most prominent members, who, by a system of petty reports are being weeded out." The witness held that the letters amply proved that men had been continually discharged for the real reason that they took part in and were determined to join some organisation, while the ostensible reason put forward was very different. The case of Mr. Brooks was cited. Mr. Brooks, after giving evidence before the Commission, went to Mr. Grisley Hall (manager of the London General Omnibus Company), and asked why he was discharged. He was told that he was a daily servant after (12 years' service), that there was nothing against him, only he was no longer required. From June 6th to October 5th, 1891, something like 1,000 men were discharged on flimsy pretences. Up to the time of giving evidence, the witness thought 2,500 men must have been discharged. He complained that in this action the General Omnibus Company had violated a specific promise to the men. He could only describe the statement that no man had been discharged for belonging to the union as a "deliberate untruth." "As one interested in the labour movement" he could not see how any conclusion was to be drawn from such evidence. In some places the company had not dared to put the men on the long hours, but in Hammersmith and Blackwall, owing to the greed or selfishness of the men, this had been achieved (22,691-2, 22,790-800, 22,947-9). The witness expected to find in every trade a certain number of very selfish men who are always anxious to work overtime. Among the omnibus men, however, the Blackwall and Hammersmith men are a striking exception to the prevailing desire in this trade to avoid overtime. The witness desired to support the principle of equal employment for workers (22,930-4, 22,944-6).

Case of Mr. Brooks cited.

Numbers of discharges.

Reversions to long hours.

Strike of 1891.

Responsibility of the employer.

In reference to the strike of 1891 the witness only desired to modify certain statements which had been made. It was "practically true" that the men came out for a reduction of hours, but "truly he would say" that the strike was caused by the introduction of the "ticket system." The men, as had been stated before the Commission, were accustomed to take from their earnings what they thought was a fair amount from the average result which they were expected to produce to the company; the man who produced a less average result was very soon removed. He approved of the particular strike in question, though he deprecated strikes in general. He considered that since the employers all knew that these men were receiving from 12 to 21, a week more than their nominal wages "they, (the employers) were responsible for removing that system by the ticket system," and "if the men were to be put rigidly

"on the wages given them, they ought to have a reduction of hours, which they obtained—from 16 to 12" (22,914-22). The drivers were quite as much interested in the strike and its cause as the conductors. The driver received his share every day under the way-bill system, and knew that he would suffer by the change (22,923-9).

OMNIBUS AND TRAMWAY

The only letter which had been written and sent officially by the union (referred to by the last witness) was published in every daily London newspaper on September 5th, 1891. The charges in the letter against the General Omnibus Company had never been refuted, the witness alleged. Summed up, they were that—

Official letter to the company formulating charges against it.

- (1.) The company had endeavoured by distributing papers for signature to coerce the men to return to the old hours, or accept an alternate 15-hour and 9-hour day.
- (2.) A thousand or more men had, without just cause and contrary to a specific undertaking, been discharged or removed from a regular service and put on odd work.
- (3.) New men had been engaged at 4s. 6d. a day in place of the old at 5s. a day.
- (4.) Many men were recruited from all spheres of life, and by their incompetency daily jeopardised the lives of the public.
- (5.) Discharged men were boycotted and systematically ostracised by the establishment of a companies' and masters' association.
- (6.) Men who refused to sign the agreement had been given a four journeys' omnibus with 13 hours and only seven minutes for meals.
- (7.) Men were purposely bullied by inspectors (22,691-2, 22,947-9).

The proofs of these statements were to be found in letters from the men, and general tabulations of discharges, and in the fact that the company had taken no steps to refute the published list of charges. The habit of substituting men at a cheaper rate, at the time when the old men have just qualified for increase of pay, was to be found in the tramway service as well as the omnibus service. While the witness justified a strike on the part of the men for the purpose of coercing employers, he condemned discharge of the men by employers for a similar purpose (22,738-45, 22,793-801, 22,903-13).

Proofs of charges.

The witness' letters to the General Omnibus Company since the publication of his charges had always been ignored (22,692).

He had a conviction that great profits were being made by the companies "by general statistics, results of companies' reports, and the general production and profit from trade." Not all the companies were making large profits, but the General Omnibus Company was. Before the strike it was paying 10 to 12½ per cent. dividend (8 per cent. immediately before the strike). Since then they had not been paying a dividend; but the witness had a suspicion that the accounts were being falsified (22,856-68).

Supposed profits.

The Harbour Lights Company employ about 60 or 70 drivers and conductors, i.e., a very small proportion of the entire number employed in London, which is about 8,000. About 15,000 licenses are issued, and "that gives five workers for every omnibus and tramcar" (22,786-9).

The Harbour Light Company.

The witness spoke of an attempt that had been made to "establish a system of true co-operation for running omnibuses." Of this "Workers' Co-operative Omnibus Society, Limited," the witness was secretary. The capital was "perhaps 800l." at the time the witness spoke, and this was at its commencement. The busmen had subscribed 600l. One tramway driver, Mr. Atkinson, had 150l. in it. He, like the others, was receiving no interest on the capital. "The system is one which pays no dividend, and no interest on money invested," the intention being that the profits accruing from the working of the society should be continually used until the business is sufficiently extended to employ the workers (22,692-4, 22,699-701, 22,865-9). The society owned two omnibuses, but had not been supported by the men themselves as had been anticipated. Omnibus men in general work under a "demoralising system," the witness held, and require educating to understand "the benefits which might accrue from the system." The endeavour had been

The Workers Co-operative Omnibus Society, Limited.

No dividends on share capital.

Extent of the undertaking.

(* See footnote above, page 29.

OMNIBUSES AND TRAMWAYS.	to work the men on those omnibuses as near, as possible to an eight hours' day, but the men are so anxious for success that on some days they have worked 10 hours. The 'buses have not been running the whole day. They stop four hours in the middle of the day when traffic is quiet (22,804-7). The society would be willing to hand their undertaking over to the municipality "at a fair valuation, without any goodwill or compensation," if the municipality would work with the same object in view, pay the same rate (of wages), and work an eight hours' day (22,701).	carried on at all (22,870-2, 22,702-3). The people employed in such industries would have to think, as to others; a further reduction in hours from eight ought to be made if it seems necessary (22,171-7).	OMNIBUSES AND TRAMWAYS.
Illegal system of "nursing."	The London General Omnibus Company had attempted to wreck the scheme by pursuing an illegal course of "nursing," i.e., of running competing buses in front, behind, and beside the omnibus, with a view to prevent passengers from entering. Some of the employés of the company had aided and abetted the attempt, the witness regretted to say. The witness read a letter of complaint on the practice, addressed to the company, which had received no reply. He also quoted in full a letter from himself to the Commissioner of Police, pointing out the danger to the public from the nursing system. The legal remedy would be an action for conspiracy. But such actions often end in appeals from one court to another, and the secretary feared lest the society might ruin itself in resorting to this remedy (22,604-9, 22,704-7).	To be thoroughly successful, the eight hours' day ought to be international. Some cloth manufacturers with whom the witness had recently come in contact, could purchase Belgian goods at 3d. a yard less than they could afford to make it for themselves. This proved the need for making the question an international one (22,714, 22,811).	Eight hours' day to be international eventually,
Desire for a conciliatory spirit.	The witness declared himself to be particularly favourable to the endeavour to establish amicable relations between employers and employed, so that if a difficulty arises as to wages or hours it can be settled in a friendly spirit, and not with "an arbitrary hostile spirit" (22,943).	And yet there are trades, the witness held, in which the experiment might be tried independent of international action: England ought to set the example, as she has always been practically the workshop of the world (22,812, 22,814, 22,823).	but may be tried experimentally in certain trades.
Profits should go to the workers.	He did not believe in capital receiving any interest, on the principle "that what the worker produces that he should have," and "that those who neither toil nor spin should not eat." He looked upon the capitalist as a pirate of civilization, and an enemy of progress (22,953-6).	He would be prepared to accept the change by instalments if it could not be obtained otherwise. He advocated aggregate efforts on the part of the workers. If the capitalists made difficulties let the capitalists solve them (22,835-5).	Profits can bear the strain.
State interference advocated.	Many are of opinion, and the witness among them, that the re-adjustment of labour difficulties should take place under the authority of the State. He was acquainted with the history of the gradual emancipation of the labouring classes from legal fetters, and yet he advocated a return to some of them, because "we are living in different times and under different systems." Taking such enactments experimentally, it would be well to attempt them even in the face of opposition to them by the labouring classes themselves (22,702, 22,760-70).	The profits from production was so large, the witness considered, that it could afford a general reduction of hours (22,856). In some occupations men would be able to produce as much in eight hours as they are in nine or less. In others they would not be able to do so, because a piece-work system has been introduced at a given price, which has been constantly cut down until the employers have ascertained exactly what a man could produce, by the exercise of the whole of his physical force, for 10 consecutive hours. In trades where this system is thoroughly carried out, reduction of hours would mean lessened production; but profits can bear this loss (23,716-9).	Profits can bear the strain.
A new ticket system suggested.	A special remedy for the ticket system would be one similar to the Paris omnibus ticket system, or the railway system of taking tickets. If passengers might buy a store of tickets and use them at any point, the conductors need never then handle the money at all (22,916).	If an eight hours' day is introduced and properly systematised, it will give the men greater pleasure to do their best for their employers; and will ultimately be better for both sides: A conductor on an omnibus, for example, who is "certainly engaged in a skilled trade," is more profitable to his employer during the first eight hours than he would be in the second eight hours during a 16 hours' day; he will be more attentive to his work during an eight hours' day (22,720-2).	Gain to both employers and employed.
Municipalities should be advocated.	The witness was in favour of direct control of omnibuses and tramways by the municipality. Mr. Sutherland's assent to the leasing out again to companies had no support in any class of labour or industry that the witness knew of. The municipality should work the lines on the eight hours' system, in two shifts, as at Huddersfield. Eventually this would be to the profit of all concerned (22,701-2).	The trades unionists are tired of fighting through strikes for the shortening of hours, which, if won during the strike, cannot be retained, as is instanced by the railway and other recent strikes. The matter should be determined by putting it before Parliament at once without waiting for a majority of the workers of any particular trade. The witness was not certain that much was to be expected from existing members of the House, and inclined to think it might be necessary to wait until continuous education had brought the workers to his opinion (22,847-50).	Need for legislation.
Eight hours' day, reasons for.	The eight hours' day is to be advocated for the reason that it will give workers time for mental and general improvement. Education is necessary, however, to secure a majority in favour of the change. If the change were brought about, such educational enlightenment would follow that the workers would then be able to handle the great question, which is the land question. An eight or even a six hours' day is only a step in the direction of the greater matter of making the land the property of the State. Although in some trades the eight hours' day would give employment to the unemployed, this was not the main object at all of the witness advocating it (22,882, 22,950-2).	Supposing an Eight Hours' Act could be obtained at once, the witness would not relieve any trade from its application. Even seasonal trades, e.g., bricklayers, agricultural labourers, should not be exempt (22,748-51, 22,852).	No trades to be exempt.
Re-adjustability of the industrial system.	He believed that the whole industrial system would at once re-adjust itself to suit a compulsory eight hours' day. Supposing it were now the custom to work seven days a week, and the suggestion were made to enforce one day's rest, its advocates would be told that the industrial system was in danger of dislocation. Any industry which has to be carried on at the cost of low pay and long hours ought not to be	Any minority, however large, opposed to it in any trade might safely be ignored because the minority who vote against the eight hours are not sufficiently educated to the advisability and necessity of it (22,752).	Penalties to be attached.
		Enforcement of the legislative eight hours' day should be by penalties applied on both sides. Penalties might be a fine for a first offence and imprisonment for a second and third offence, though not with hard labour (22,754-8).	Government initiative.
		The eight hours' day ought to be established in all factories, arsenals, and other places under direct Government control, thus setting an example to private employers (22,936).	Government initiative.
		Regulation of wages may be left to the organisations (22,855, 22,878, 22,884).	Union regulation of wages.
		Mr. WILLIAM JAMES CARRUTHERS WAIN. Associate of the Institute of Civil Engineers, president for three years of the Tramways Institute of Great Britain and Ireland, managing director of the Birmingham Central Tramways Company, chairman of other companies of the same kind, had considerable experience of tramways and railways both at home and abroad (23,123-3).	Tramways' Institute of Great Britain and Ireland, representing 35 companies.

OMNIBUSES AND TRAMWAYS.	The 'Tramways' Institute represents 35 companies, employing, as nearly as possible, 6,600 men, with a mileage of 262 miles, and a capital of 4,190,000L. (23,129-31, 23,298). The institute was incorporated as a limited company (limited, i.e., by articles of association) originally. The Board of Trade exercised its ordinary power in the case of institutions for the protection of an industry, and dispensed with the word "limited." It is simply an institution and makes no profits (23,132, 23,278-81). It is supported by subscriptions of a guinea on every 50,000L. capital of the companies (23,282-3). The Glasgow Company was not a member of the institute, and the witness knew nothing of the conditions of its lease. He was asked to go over the lines by the corporation some time ago (23,354-7).	500 outdoor men 158 were already in receipt of good conduct pay. Demands for a reduction of hours have since been made but not conceded. The number of hours worked is 12 a day, over 800 hands are employed, of whom not a dozen are unionists. The cost of the alterations in wages had been 3,500L. a year. The witness handed in documents in connexion with this topic (see Appendix 148) (23,188-98, 23, 293-7). When the lease of the Birmingham Tramways expired, the Corporation made it a condition of the new lease that cable traction and steam should be introduced in certain portions, and 1d. fares should be introduced on all the lines. The 1d. fares had done good rather than harm in this case, and had increased the passengers to 25,000,000 a year (23,218-20).	OMNIBUSE AND TRAMWAYS Conditions of new lease by corporation.
Average dividend paid by tramway companies.	The average dividend paid by tramway companies of the United Kingdom is 5½ per cent. on a capital of 13,596,000L. There were 64 tramway companies that paid less than 5 per cent., and many that paid nothing at all. The highest dividend that the witness remembered to have been paid was in the case of the last dividend of the Birmingham and Aston, which was 12 per cent.; 1 per cent. was the lowest dividend distributed in 1891. The concessionaires are for 21 years, beyond which there is no assurance that they will continue (23,140-2, 23,226-9, 23,232-4, 23,290-1, 23,385-6). The earnings of the companies are very low, owing to the low fares. For example, at Deptford, a person is carried 2½ miles for 1d. In small and poor towns where a frequent service cannot be run, 1d. fares are ruinous. Only in a big town like Birmingham can they be made to pay (23,200, 23,218).	In the case of the Croydon Tramways' Company the hours are 14 a day, with one hour off for relief and 10 minutes between each journey. It is a horse line, and its whole length is 7½ miles. Conductors' wages begin at 3s. a day and rise to 4s. 3d. Drivers begin at 4s. and rise to 5s. The company has only had one slight difficulty with the men. Documents concerning this company were handed in (see Appendix 147) (23,174-80).	Croydon Tramways' Company.
Causes of low earnings.	In many cases tramways were launched "about 12 years ago" by financial promoters, who put on an exorbitant profit, and the companies, perhaps one-fifth or one-sixth of them, were hampered with capital which for practical purposes never existed (23,230-4). Where tramways are made by the corporation these financial operations are not needed, and if no burdens are attached to the leases they ought to do well (23,235-8).	In the case of the London, Deptford, and Greenwich Tramways an agitation began amongst the employed in November 1889. The witness took the chair at a midnight meeting in the depot at Deptford, where the men stated their views. They acquiesced in a profit-sharing scheme proposed by him. The scheme was that the men should receive a per-centage upon whatever profit the company made. The witness entirely agreed with Mr. Sutherland's views that profit-sharing might be the best remedy for discontent. At the same time he had found that the obstacle to it came from the men. After the scheme mentioned had operated "a certain time," an agitation against it took place amongst the tramway men. "They thought it was too long to wait for the distribution of profits till the end of the financial year" (23,146-50, 23,202-3, 23,346-8). The concessionaires made to the men in the case of this company cost on two separate occasions 500L. and 880L. (23,151-2). The average dividend paid during 10 years on capital invested was 4½ per cent. per annum (23,153, 23,301). Numbers of passengers carried in the same period had been 51 millions; receipts had been 227,000L.; wages to employed, 77,000L.; dividends to shareholders, 5,142L.; capital was 162,000L. After paying necessary expenses 3,600L. were set aside for depreciation. Hours of working were 10½ a day for seven days in the week (23,160, 23,389-92). As regards gradients the line is very favourable. The population is so poor that any attempt to raise fares drives passengers away (23,394).	London, Deptford, and Greenwich Tramways. Profit-sharing scheme.
Financial operations.	Repairing of roadways, rates, and other matters often constitute a heavy burden on companies. The original Act (Tramways Act of 1870) makes the companies dependent on the local authorities for necessary powers of construction. Promoters have often made too heavy concessions to these authorities, and so have been saddled with an expenditure which prevented the tramways from paying (23,239-44). The experience of the witness was that the charges put upon the companies in the matter of road making were in general wider than was reasonable (23,245-6).	No distinction is drawn between union and non-union men. Men were not removed for giving evidence. Mr. Atkinson, driver in the company, had stated that his evidence before the Commission was misrepresented in the press, he stated that he had nothing to complain of in regard to his treatment by the company or its officials. The staff on this line had presented the witness two years ago with an address of compliment, thanking him for the interest he had taken in them (23,154-9, 23,201).	Cost of concessions.
Local burdens on the companies.	A corporation has not the same interest in keeping down leakages as a company has. Management of leakages is one of the chief difficulties with tramways. The ticket system with bell punch prevents large losses, but is not a perfect system (23,149-53).	The men employed in the North Staffordshire Tramways had asked for a working day of 11 hours, and that eight hours overtime should be paid as a full day's work. A working day of 12 hours, with reliefs amounting to 30 minutes at the end of each double trip was conceded. The additional cost to the company was 350L. per annum. The directors support and the company contribute to a sick fund. This company was paying a dividend of 6 per cent., the shareholders having written off capital which had been sunk by original promoters in useless lines (see Appendix 146) (23,161-8).	Relations of employed and employers.
Leakages.	The utmost difficulty has lately been experienced in finding capital for tramways, even in "placing debentures." The outlook for tramways under these conditions was very serious indeed (23,387-9, 23,396). No actual strikes had occurred in the Companies which the witness represented at the time of giving evidence (23,133, 23,136).	No agitation had actually occurred in connexion with the South Staffordshire Steam Tramways Company, but in 1891 agitation had been anticipated by concessions. Wages for drivers were raised from an average of 4s. 11d. to an average of 5s. 6d., and conductors' wages were raised from 3s. to 3s. 6d. The hours were 12 a day (23,169-73).	North Staffordshire Tramways.
Difficulty of obtaining capital.	In the case of the Birmingham Central Tramways there was an agitation in December 1887, in which the engine drivers took the lead. At that time all the conductors (steam and horse cars) received 3s. a day. The witness proposed that they should work without relief as the omnibus conductors did, and receive an increase of 6d. a day at the end of one year's service, and another of 6d. after two years' service. The horse guards accepted this, but the steam guards refused. Further concessions had since been made (23,181-5). In July 1889 the engine drivers asked for a reduction of hours to 10 a day. This was not conceded, but the bonus system (10s. a month for satisfactory service) was abolished, and 6d. a day was added to the wages of those who had been in the service two years, together with other concessions in the form of overcoats and holiday pay (23,186-7). In the autumn of 1890 deputations were received from the men. The demand was for 10 hours' day with overtime pay. The witness recommended instead a scale of good conduct pay, which was adopted. The effect was to give the company a solid body of good and contented servants. Out of	The witness was managing director for a short period, under exceptional circumstances, of the Manchester, Bury, Rochdale, and Oldham line. A strike took place against a dismissal of an engine driver for	South Staffordshire Steam Tramways.
Demands of employed in July 1889.			Manchester, Bury, Rochdale, and Oldham line.
Deputations to the directors in 1890.			

<p>OMNIBUSES AND TRAMWAYS. Causes of strikes.</p>	<p>neglect of duty. He refused to reinstate the driver, and dismissed all the men (23,135-6). Strikes have chiefly been found in connexion with demands for shorter hours and larger wages (23,136-8, 23,284). Tramway labour is usually unskilled, demands no brain work, and requires very little physical work. Strikers' places are very easily filled (23,139, 23,288, 23,313).</p>	<p>tion was to be found in Lord St. Leonard's Arbitration Act (30 & 31 Vict. c. 105); the Act was permissive and had not operated (23,270-1, 23,333-45, 23,370-2).</p>	<p>OMNIBUSES AND TRAMWAYS. Question of enforcing awards.</p>
<p>Cardiff strike.</p>	<p>The case of the Cardiff tramway strike was an exception in the matter of replacing strikers. The men obtained some concessions, which were probably granted because the mob and strikers prevented the cars from running (23,314-20). Generally speaking wages are higher and hours shorter than formerly (23,285).</p>	<p>The question of enforcing awards was considered by the witness very difficult owing to the extent of their application. The beneficial effect of an award would generally be mainly moral. He instanced the South Staffordshire Joint Mines Wages Board as illustrating the strong moral force of an arbitration. He allowed that the opinion of the men's advisers in the Durham strike had had no moral force (23,372-84).</p>	<p>Question of enforcing awards.</p>
<p>General labour movement.</p>	<p>Discontent among tramway men is only part of the general labour movement, "it has not taken a very deep hold of the tramway men, and particularly in "the provinces" (23,143). So far as the companies represented by the witness were concerned, the various organisations of tram and bus men have not succeeded in obtaining a large number of members. In Birmingham, for example, he thought there could not be a dozen of his men who were unionists (23,144, 23,292-300).</p>	<p>Mr. P. A. TYRRELL. Secretary to the Dublin and District Tramway Union, had not been a tramway employé himself; was in charge of the laying of mains and services for the Gas Company in Dublin, and had been inspecting engineer to the company. Had been a member of the amalgamated engineers since August 31st, 1857. On account of his interest in and knowledge of the internal working of a trade union, he had been invited to assist the tramway men in organising. Was paid 1s. in the pound on the receipts of the tramway union in return for his official services as secretary (24,181-2, 24,533-4), 24,605-11). Had been a delegate to the trades council on behalf of the amalgamated engineers, and his credentials as delegate on behalf of tramway union were then before a committee of the council (24,710-11).</p>	<p>Dublin and District Tramway Union.</p>
<p>Relations of witness and unions.</p>	<p>Where there had been any attempt on the part of such societies to enter into any negotiations with him, the witness had absolutely declined to meet them.</p>	<p>The organisation of the union was begun in June 1890; 500 men were on the books in May 1892, and of these 325 were paying members. At one time the union had 609 members, nearly the highest number possible (24,483-4, 24,602). The men on the steam tramways are not connected with the union; their numbers are small, as there are only two lines (24,685-6). The union is connected with the trades council (24,689).</p>	<p>Date of formation of the union. Membership.</p>
<p>Objections to union deputation.</p>	<p>He did not recognise that any man had the right to come between himself and his servants, what he wanted in dealing with them was "facts and not advocacy." Where facts warranted what the men desired, the directors would agree without special pleading. He claimed that he and his colleagues understood "the whole business from A to Z, and "that is more than any outside man can do without "special training and considerable years of work." He thought it reasonable to refuse to receive the men's representatives (23,145, 23,254-77, 23,301-3).</p>	<p>Receipts of the union for the quarter ending March 1892 were 85l. 18s. 9d. The witness was drawing 4l. a quarter as salary out of the receipts, and, as they increased, his salary naturally increased; but his object was rather to improve the position of the men than to increase the receipts (24,535-40, 24,718-22).</p>	<p>Receipts.</p>
<p>The dock and other strikes.</p>	<p>He had followed the great dock strike, the Scotch railway, and other strikes, and he thought it quite possible that they might have been averted by a meeting between the employers and the men's representatives. He thought that if the employers could afford to risk a strike they were justified in doing it. He held it was entirely within their discretion as to whom they should meet. He did not deny the right of the men to appoint a representative, and had no objection to meeting a <i>bonâ fide</i> working representative, elected by the workmen of the company from their own body (23,304-45). He believed that the trades union delegates exercise great power over the men. He had not been aware that the men in the Scotch railway strike had acted contrary to the recommendations of their delegates (23,358-69).</p>	<p>There had been no strikes of tramway men since the formation of the union. Impediments had been placed in the way of the organisation by the company (24,485, 24,603-4, 24,658). At the time the witness spoke there was tension between the union and the company, owing to endeavours that had been made to reduce working hours. The company did not continue, however, to put the same pressure upon the union that it did when the men were less well organised (24,639, 24,687-8).</p>	<p>No strikes.</p>
<p>Scotch railway strike.</p>	<p>He had followed the great dock strike, the Scotch railway, and other strikes, and he thought it quite possible that they might have been averted by a meeting between the employers and the men's representatives. He thought that if the employers could afford to risk a strike they were justified in doing it. He held it was entirely within their discretion as to whom they should meet. He did not deny the right of the men to appoint a representative, and had no objection to meeting a <i>bonâ fide</i> working representative, elected by the workmen of the company from their own body (23,304-45). He believed that the trades union delegates exercise great power over the men. He had not been aware that the men in the Scotch railway strike had acted contrary to the recommendations of their delegates (23,358-69).</p>	<p>On one or two small occasions the representatives (president and secretary) of the union had gone to explain matters to the company; but on only one occasion had there been a formal deputation; this was about the end of 1890, and the object was "to ask for a concession of hours and a limit of time." The directors consented to receive this deputation, but when the deputation arrived they found that a certain number of non-unionists were to be present also. The deputation then declined to communicate their requests, unless they were received "as they asked to be received." The company had got up some of their staff as a counter deputation, and the union refused to be treated in this way. No further application was made (24,486-96, 24,542-3, 24,612-6, 24,621-2, 24,660-2).</p>	<p>Deputation to the directors.</p>
<p>Fight hours' day, cost of it.</p>	<p>The witness did not believe it was possible for the companies to reduce the working day to eight hours, and at the same time maintain the existing rate of pay, without driving the companies into bankruptcy. Any increase of fares would lead to a diminution of profits (23,204-9).</p>	<p>All the tramway companies were amalgamated into one in Dublin except the Black Rock, which is a district company, and the Kingston. The majority of the items, if not all, in the balance sheet have increased since the establishment of the union. The dividend is 5 or 5½ per cent. (24,487, 24,528-32).</p>	<p>Amalgamation of companies.</p>
<p>Municipalisation.</p>	<p>He was entirely in favour of the corporations owning the tramways, provided these were leased out to companies (23,210-2). Corporations "yield more readily to the demands of labour agitators" than companies, and they have not the same interest in keeping down expenses and leakages. The result is shown in Huddersfield, where the people are being carried at the expense of the rates. Another strong reason is that tramway committees would be tempted to use their power to give employment for political purposes, and the door would be opened to corruption and favouritism (23,210-4, 23,217, 23,349-53).</p>	<p>Non-recognition of the union is, in the witness' opinion, the chief cause of strikes (24,497). Unionists on the tramway lines, as well as in the witness' own trade, do not refuse to work alongside non-unionists unless they are "working under money" and are opposed to unionism (24,633-9).</p>	<p>Non-recognition of the union.</p>
<p>Instances of successful leasing.</p>	<p>The leasing of tramways by corporations has been successful at Birmingham, Glasgow, and Manchester (23,238). There need be no limitation to the demands, as to hours and other conditions, which a corporation might make conditional in granting a lease beyond this, that a company should be found willing to work the undertaking (23,215-35).</p>	<p>The witness complained very much of what he termed persecutions of union men by the officials of the company, and of the strong preference given to non-union men. Union men would be called before the manager and reprimanded, removed, or dismissed,</p>	<p>Alleged persecution of unionists.</p>
<p>Boards of arbitration and conciliation.</p>	<p>The witness had, both in his business capacity and as political candidate, advocated appointment of boards of arbitration or conciliation, which should be composed of equal numbers of masters and men, and the decisions of which should be accepted as final and absolute. A suggestion for their consti-</p>	<p>U 14000.</p>	<p>K</p>

OMNIBUSES AND TRAMWAYS.	be alleged, for occurrences, faults, or misdemeanours which would at the same time be overlooked in non-union men. Instances were quoted, and one was mentioned of an employé of 13 years' standing being removed to an inconvenient post for an alleged cruelty to a horse. The allegation was disbelieved or explained away by the witness. Collectors for the union have been obliged to give up certain privileges in the matter of tenement houses; one collector was suspended indefinitely for having gone to "look for a job on his off day" (24,515-8, 24,552-66, 24,678, 24,682-4).	tion, under conditions when they were not in a position to judge of their surroundings, and "under the "guise that there is no strikes on at all." "At this particular strike the men were, many of them, "known to be just the scum of certain districts, and "were not union men at all." The witness would not refuse protection against intimidation to such men, but he complained of the close guarding of them by police. A voluntary meeting at a convenient place, where no traffic could be interrupted, on the North Wall was prevented by lines of police three or four deep. Some of the men came from Belfast, some from Glasgow, and others from various parts of Ireland, and it was known to the witness that many of them were under a misapprehension as to the situation. He had not taken any steps with the police authorities when they prevented the meeting at North Wall, but the president of the trades council wrote about it, and received a courteous letter in reply asking for full particulars as to the numbers of policemen and the obstruction of union delegates. The trades council could not exactly give the numbers (24,500-7, 24,519-27, 24,544-51, 24,625-32, 24,652-7, 24,670-7).	OMNIBUSES AND TRAMWAYS.
Refusal to receive witnesses on behalf of employes.	Complaint was also made of the fact that a conductor or driver when called before the manager to explain any matter had to forfeit a day's pay. The union will eventually have to test the legality of this proceeding; in the meantime, as it is a young organisation, the witness does not press such matters (24,578, 24,645-51).	In the matter of hours the witness asked for a nine hours' day, with payment for Sundays and overtime; he held that men should not be allowed to earn further wages in the evening (24,508-11, 24,519, 24,574-83, 24,640-1). The Dublin trades, he said, generally favour an eight hours' day; demonstrations in favour of it had been held in Phoenix Park. He considered that it should be international as between England and Scotland. He preferred that it should be enforced by the efforts of trade unionism. "That is better than by applying to statute" (24,690-700, 24,712-7).	Nine hours' day.
Other grievances.	The refusal by the directors or manager to allow men charged with offences to produce witnesses was also complained of. They are dealt with on the report of officers (24,510, 24,565).	The trades council have expressed themselves in favour of the principle of arbitration, and the establishment of something in the nature of a permanent court of conciliation is now under consideration of the corporation and trades council (24,701-9).	Eight hour day.
Hours.	Other grievances were:—The absence of opportunities, especially for protestants and dissenters, to attend a place of worship on Sunday; the loss by stablemen of a day's pay if they take a single holiday in the year, no holidays are allowed them (24,519, 24,722-6).	Mr. JOHN MULLABNEY.	Arbitration and conciliation.
Relief system.	Hours are over 12 a day, and seven days to the week are worked (24,511, 24,665). As a class tramway men are intelligent; the witness was inclined to believe that the employment was popular, but he did not believe that there were several applicants for each vacancy (24,568, 24,570-3, 24,584-7).	Driver in the employment of the Dublin United Tramways' Company from August 1883 until October 1889, and again from March 1891 till November 1892. During the interval was employed by the North Metropolitan Tramways' Company in London (28,116-20). Had volunteered to give independent, individual evidence. Had never been a member of a trade society (28,148-52).	Non-unionist driver; volunteered independent evidence.
Reduction of hours and rise of wages.	Since the union has been formed some alteration in hours has been effected. The hours are lessened to a small extent by the system of midday relief. This relief is not carried out in the way most beneficial to the men. It "suits the management" to give the two hours or three hours off in the middle of the day. This results in early and late working for the men, and they are not free to cultivate their families in the way they could do if they stopped work earlier in the evening (24,587-601, 24,617-9, 24,663, 24,678-81).	It was the experience of the witness as a unionist of nearly 40 years' standing, that reduction of hours meant a rise in wages and the employment of more men (24,623-4).	Fornation of the union and attempted coercion of the witness
Wages.	Present wages are:—For drivers, 3s. 6d. a day with a rise to 4s. after seven years' service; by union efforts they have 30 days off with full pay, giving them a gain of 2l. 2s.; for conductors 3s. with a rise to 3s. 6d. after seven years; they have 30 days off with a gain of 1l. 16s. These concessions in the matter of days off constitute the sole improvements obtained in wages. There is no extra pay for Sunday labour. The wages of tramway men cannot properly be compared with those of other labourers. The average wage of drivers and conductors in Dublin is a guinea a week. House rent is remarkably dear; very moderate accommodation in an artisan's dwelling would cost 10s. a week. In some tenement houses two rooms can be obtained for 4s. or 4s. 6d. Some of the company's lines have tenure houses attached to them; in this way a three-roomed house can be had for 3s. a week, a five-roomed house for 6s. Donnybrook cottages are three-roomed and cost 3s. a week (24,512-4, 24,567-9, 24,617-20, 24,642-4, 24,664-9, 24,678 and footnote).	During the time the witness was employed in London a union was formed by the employes of the Dublin Tramways' Company. When he returned to Dublin he was first solicited by the President Doyle to join it, and afterwards, on his persistent refusal, annoyed and threatened by members of the society. Mr. Tyrrell had come to his house, and had only gone when the witness had offered to call in the police (28,122-33). The witness never took any legal proceedings, but had complained of the intimidation practised on him to the manager of the tramways' company, with the result that one or two were dismissed (28,134, 28,140-1).	The witness was one of the non-union members of the deputation, referred to by Mr. Tyrrell, who waited upon the directors. He was in no way selected, he went there "individually" and solely on his own account (28,135-9).
House rent.	As a remedy for strikes the witness proposed that the unions should be recognised properly by the employers (24,497-9).	There were a good many non-union men in the company's service, though the unionists are in the majority. He was not the only non-unionist who had suffered annoyance. No unionists had suffered in any way whatsoever with the directors for being members of the union. Mr. Tyrrell's statement that unionists were persecuted by officials for trifling offences was altogether untrue. To bear out the statement, the witness mentioned that the four vacancies for promotion of the last 12 months had been filled by unionists (28,143-57).	Non-unionist deputation referred to by Mr. Tyrrell.
Remedy for strikes.	He asked that there should be greater legal facilities during a strike for the men to approach and interview imported labour. As things are, the Government lends its aid in protecting the employers by guarding such labour, and the witness held that "they should make it a stipulation that there should "be reasonable and legal access to those men, so "that the men affected would be able to approach "them and to state what their grievances are; then "there would not be any possibility of employers "bringing men under false pretences and "mis-statements." The witness instanced the case of the McCormick coal strike in Dublin, when, he declared, men were brought in in a state of inebria-	The witness did not at all approve of the objects of the tramway men's union. He did not object to men combining to protect themselves, but did not believe in their combining to strike. The directors are always willing to meet the men, and any reasonable concessions were made before the union started (28,153-7). No such thing as favouritism amongst the employes existed, so far as the witness was aware; all get holidays alike (28,153-9).	Attitude of the company to unionists.
Alteration of law or practice with regard to picketing.	Importation of labour under false pretences.	Witness' views on unionists.	

OMNIBUSES AND TRAMWAYS.
Secretary and manager of the Dublin United Tramways Company. Refutations of Mr. Tyrrell's statements.

Mr. WILLIAM ANDERSON.

Secretary and manager of the Dublin United Tramways' Company since the amalgamation of the companies (previously three) in 1881, was manager before that for 20 years of the Dublin Tramways' Company (28,160-1, 28,200). Member of the council of the Dublin Chamber of Commerce (28,163).

Wished to refer to matters brought forward in Mr. Tyrrell's evidence. He considered that there were in it many statements admitting of contradiction (28,163-4, 28,207).

(1.) With regard to the deputation of 1891.

(1.) With regard to the deputation to the directors in 1891 (Question 24,436).

The first application to the company was a letter, dated May 5th, 1891, from the Dublin and District Tramway Men's Union, "putting forward claims for a "reduction in the working hours and increased "wages." A reply was sent of the same date, declining to recognise the union or its right to come between the company and employes, and stating that the board was always willing to consider representations from its own men (28,163-6).

A second letter, dated May 18th, 1891, was received from the union, requesting a re-consideration of the decision. It represented that the union was no outside body "but neither more nor less than the men themselves," and urged that the directors, in refusing to recognise it, were in reality ignoring the men and their claims, which had been submitted in a most respectful manner. On the 19th May the Board sent a reply, stating adherence to the terms of its previous letter. The claim of the union was incorrect, the witness said, since a number of the men on the committee of the union were not connected at all with the company. The vice-president, Mr. Tyrrell, was not a tramway man (28,167-71).

A verbal communication was received from the union on June 8th from conductor Kavanagh, member of the union, stating that the men had resolved to send a deputation to the board. On the following day the board informed Mr. Kavanagh, through the witness, that they would be willing to consider any representations concerning the conditions of employment, from a deputation which attended in the capacity of employes and not of unionist, and if the attendance was open to any driver or conductor. The board then generally intimated that any man was at liberty to attend, and on the 16th June, four unionists, namely, Messrs. O'Neill, Fitzgerald, Ellis, Nolan, and four non-unionists, Messrs. Morris, Coes, Mullarney, and Conroy attended; all were conductors and drivers. The union members of the deputation objected to its constitution, and withdrew, in spite of being pressed by a director, Mr. Murphy, to speak for themselves and not to be childish. The non-union members then made their representations on the subject of shorter hours and full pay for days off, they left the matter in the hands of Mr. Anderson, and the board, who intimated their readiness to give careful consideration to their requirements. The board decided to receive a deputation of stablesmen on June 23rd. On July 1st the concessions came into operation, they were: (a) reduction of hours to an average 12 a day for drivers and conductors; (b) every 12th day off, with full pay, for drivers and conductors (28,171-80).

(2.) That joining the union prevented promotion.

(2.) With regard to the statement that joining the union would prevent promotion. At the present time the original leaders are in the company's employment. Unionists who deserved it have been promoted, and in no case has a man been dismissed for belonging to the union (28,181, 28,213).

(3.) That favouritism was shown to non-unionists.

(3.) With regard to the mention of cases of favouritism towards non-unionists. The witness contradicted, with particulars from traffic superintendents and timekeepers' reports, the account given by Mr. Tyrrell of dismissals for drunkenness, incompetence, inattention to duty, or cruelty. With regard to the case cited at Question 24,563, the witness read a report from the foreman, who had observed the driver kicking the horse and who had previously "remarked his over-driving and use of the whip." It is not true that the faults of non-unionists are condoned. Unionists sometimes unfortunately place themselves in such a position that the manager is obliged "to deal with them" (28,183-90, 28,203-10).

(4.) With regard to Mr. Tyrrell's charges of persecution.

The witness read reports of 28th May 1892 from two traffic inspectors, declaring the statements made by Mr. Tyrrell before the Labour Commission on this point to be untrue. One of the inspectors assigned as a reason for the charge, the fact that he had been obliged, some months before, to discharge some unionists for using threatening language to and endeavouring to intimidate non-union employes. Reports by inspectors and timekeepers of complaints, with particulars as to language used, were read or referred to by the witness (28,194).

(5.) With regard to Mr. Tyrrell's statement as to dismissal of union collectors from the company's cottages.

The witness had a list of tenants up to date, and none of the tenants had been parted with or dismissed at all (28,196-8).

(6.) With regard to the question of applicants for situations.

The labour market in Dublin was largely overstocked, the witness said. In 1891, 214 applications were made, in 1892, 256. The average opening in the tramway company was for one man a week. A printed notice had been posted up to the effect that no more applications would be received (28,198-9).

(7.) Mr. Tyrrell stated that the hours were over 12 a day.

The hours average 12 a day, seven days to the week, with every twelfth day off, and no extra pay for Sundays (28,203-5).

Stablesmen if they take a day off are not paid (28,206).

Concessions were granted between 1881 and 1890 in the matter of hours. Many years ago hours were 14 or 15 a day. The tendency was to reduce them long before the union application. The manager was in personal touch with the men, and always glad to see them. He had told the men they might join any union they wished, so long as they did not interfere with the company's business. His belief was that if the union became sufficiently strong, they would endeavour to dictate to the company how they should manage it (28,201-2, 28,208, 28,211-2).

When a sufficient number of men had joined the union a strike was encouraged. The company was quite prepared, and intended not to re-employ any strikers. Happily the strike did not come off (28,191).

The union as a body rewarded men who were dismissed for serious offences. The witness was credibly informed that one man, dismissed for fraud, was paid 10s. a week for several weeks. "Of course the union "are not always aware what men are dismissed for. "Business discipline has to be maintained" (28,191-4, 28,212).

Mr. FREDERICK EDGSON and Mr. VERE BINGLEY.

Spoke on behalf of the Hammersmith non-unionist men and the London General Omnibus Company, at the suggestion of one of the officials of the company (28,240-3).

Mr. Edgson had been a coachman for 18 years in the employment of the company. He was receiving 7s. 6d. a day, and worked seven days a week (28,214-7).

Mr. Bingley had been a conductor in the employment of the company for seven years. He was receiving 5s. a day for seven days a week (28,218-21).

Both witnesses belonged to the south-western district, Hammersmith (28,228-9). Both were contented with their present position in the matter of the 14 hours' day and seven days' week, and all the drivers in their district were of the same mind (28,231-2, 28,238-9).

Mr. Hammill's statement as to a 16 hours' day was incorrect. The long day is 14 and not 16, and on that day the men do four long journeys of 2½ hours, and one short journey of one hour 20 minutes; the rest of the time is cut into irregular intervals for meals (28,238-9, 28,244-5).

The strike was brought about by the establishment of the ticket system, combined with agitation. The London men were influenced by the newspaper accounts of a successful strike in Paris; they would have liked to return to work before the week was ended. They lost money, and their wives and children

OMNIBUSES AND TRAMWAYS.

(4.) That unionists were persecuted.

(5.) That union collectors were dismissed from the company's cottages.

(6.) With regard to numbers of applicants for situations.

(7.) That hours were over 12 a day.

Concessions between 1881 and 1890.

Attitude of the manager towards unionism.

Union encouragement of dismissed servants.

Hammersmith non-unionist employes of the London General Omnibus Company.

Content with existing conditions.

Refutation of Mr. Hammill's statement about a 16 hours' day.

Causes of the strike of 1891.

OMNIBUSES AND TRAMWAYS.	suffered. The society formed by the agitators had no money to carry out a strike properly. The conduct of the men throughout in the witness' district was very good (28,222-7).	tickets. At night no extra time is required on getting off the 'bus. For six days a man is on duty 13 hours 42 minutes. On Sunday the short journey is taken off (28,263-80). Four journeys on Sunday are taken, and the journey is called 9½ hours.	OMNIBUSES AND TRAMWAYS.
Cost of the strike.	The cost of the strike was one week's wages to the men, several thousand pounds to the company, and great inconvenience to the public (28,230).	There is no regular provision for Sunday relief, except that there are odd men to take the place of those who ask for a Sunday off. It is always possible to get leave. Mr. Edgson generally took a Sunday off every fortnight, and that was a rule amongst drivers. If a man liked he might work every Sunday in the year (28,247-52, 28,264-7).	Sunday labour.
The union.	None of the men in the Hammersmith district had belonged to the Tramway and Omnibus Union, which had existed before the strike. The witnesses did not know of any union amongst the omnibus men since the strike. He could not say anything about it for certain; they believed that there was no need for a union, and that the men would manob rather be left to themselves. There had been a "co-operative union" which had an omnibus running, but that had "gone to smash," and the co-operative omnibuses had "dropped out" (28,290-300).	During the winter there are 10 'buses out of 47 resting altogether on Sunday, and then the driver and conductor rest at the same time (28,257-63).	Sunday pay.
Results of the ticket system.	The witnesses considered that the company "did a grand thing when they started the ticket system," with the increase of 1s. a day all round. This brought drivers' wages up to 2l. 9s. a week; conductors' wages up to 1l. 15s. a week; horsekeepers' wages up to 1l. 8s. a week. Under the long-day system there are three scales for (a) conductors and (b) drivers, respectively, of (a) 4s. 6d., 5s., and 6s. a day; (b) 6s., 6s. 6d., and 7s. 6d. The advance of 6d. is given at the end of the first and the second period of 12 months' service. A driver who has been two years in the service can make 2l. 12s. 6d. a week if he likes to work the full week (28,223-4, 28,238-40, 28,275-7).	Pay for Sundays is the same as on week days (28,260). The men can take a holiday one or two days a week, if they like, with loss of pay (28,246). Mr. Bingley said that he had no opportunity of sitting down while the 'bus was on its journey. This long standing did not affect his health (28,301-3).	Holidays.
Wages.		The witnesses considered that a long day was necessary to make omnibuses pay. It takes 10 horses to work a 'bus. The only change possible in the direction of a short day would be by the introduction of a double shift, and that would involve a reduction of wages or raising of fares, which would make the working classes suffer (28,234-9, 28,282).	Necessity of the long day.
Actual working hours on- length of day.	Actual working hours are 11 hours 20 minutes. Times for meals range from ¼ hour to ½ hour on a journey. This is arranged to get things in, in working order (28,244-5). Mr. Bingley stated that he left the yard at 7.48 and returned to it at 9.19. He entered the yard five minutes before starting in order to get the	The men represented by the witnesses had no desire to alter the existing system and were opposed not only to an eight hours' day, but to any reduction of their hours. They preferred a fourteen hours' day with 7s. 6d. wages to an eleven hours' day with 6s. They did not believe in the possibility of working a link system (28,281-7). It was on these convictions that the Hammersmith men signed the petition to work the 14 hours' day (28,289).	Opposition to reduction of hours.

HACKNEY
CARRIAGES.

HACKNEY CARRIAGES.

HACKNEY
CARRIAGES.

Witnesses examined :--

	Mr. J. BEASLEY, General Secretary, London Cabdrivers' Society, Hyde Park Co-operative Cab Company. Mr. R. JENKINS, Member of the Executive Council of the Metropolitan Cabdrivers' Trade Union. Mr. W. R. LEVICK, Metropolitan Cabdrivers' Union. Mr. A. MILLS, Secretary, United Cab Proprietors' Protection Association. Mr. W. CHAPMAN, Chairman of the Metropolitan Cab Proprietors' Strike Fund Association, gave evidence on behalf of various associations. Mr. W. WOLSEY, Member of the Firm of Thomas Tilling, Job Master, of Peckham, Blackheath, &c. Mr. J. SCOTT, Secretary and Manager of the London Improved Cab Company. Mr. T. CRABBE, Non-union Cabdrivers.		
London Cabdrivers' Society.	Mr. JOHN BEASLEY. General Secretary of the London Cabdrivers' Society, which includes cabdrivers within the Metropolitan Police district. Had been a cabdriver for 20 years (17,346-8, 17,368).	business or anything of that kind." In Jubilee year, when the men were able to earn the money, there was no dispute. The men generally consider it their duty to consult the interests of the public, and avoid widespread strikes as much as possible.	
Relations with em- ployers.	The society had between 1,000 and 2,000 members, <i>i.e.</i> , about one-tenth of the numbers of drivers employed, and not owning as well as driving their own cabs. While in all 15,000 to 16,000 men held licenses, the witness computed that the licensed <i>employees</i> of cab-owners numbered 13,000 (17,349-53).	The union had been accused of a tendency to promote strikes, but the witness found that the non-unionists had really been more anxious to strike than the unionists, and ready to avail themselves of the advantages gained by the organised men. The witness handed in a petition written by the men of the London Improved Cab Company (17,369).	Non- unionists and strikes.
Fees and benefits.	Men taking any leading part in union business are not looked upon favourably by the employers. The witness had suffered personal inconvenience from this tendency (17,369). A very strong union existed years ago, and during its existence no dispute occurred, except one when it became weak in 1882 (17,372). There has never been any difficulty between unionists and non-unionists (17,367).	At the time of the strike of 1882 great efforts were made to prevent it from becoming general. The end would have been more quickly gained by permitting the strike to take its course, but the leaders "tried to avoid it as much as possible" (17,369). A result was gained of a reduction of price to the drivers (17,372). About 596l. were expended on this strike by the union (17,374).	Strike of 1882.
Strikes and causes.	The fee for membership of the union is 3d. a week. There are trade benefits and legal benefits. The expenses of legal defence are often a very heavy item indeed. The executive decide whether a case shall be defended or not (17,516-8).	The strike of 1891, which was "the greatest dispute that has occurred in the cab trade, lasting about "13 or 14 weeks," was of a similar character. The Shrewsbury and Talbot Company's men were the first to stop work. It was computed that 1,300 union men and 1,200 non-union men were involved (17,369-70). In many instances the dispute was settled amicably. The witness handed in a copy of an agreement between the London Improved Cab Company and their men (17,371).	Strike of 1891.
	The witness mentioned that there had been several minor strikes, besides the two of 1882 and 1891, of which he had most knowledge (17,369).	The strike resulted in a reduction in price of 2s. a day; this advantage has since been lost to the men by "their laxity in not clinging together." There	Results of.
	These strikes, he said, always occur during or at the beginning of the summer months, when the driver, after hard struggles through the winter, hopes to make a little profit. The owners make increased charges for the cabs at the shortest notice, and a dispute arises. "It is not because of any increase in		

HACKNEY CARRIAGES.	were about 5,000 men out at different periods; "one yard would have settled this week, and another " would come out next, it was a kind of sectional " warfare." It cost the union 3,700l. (17,372, 17,468-73).	A cab costs 50l. to 100l., and lasts about eight years. Taking 20 per cent. on 75l. as the equivalent of the wear and tear, this would not be a heavy drain on the receipts of the cab. Horses' food is lower in price than it used to be. The cost of a cab of the same kind as those used in 1869 has very little increased (17,539-48, 17,549-55, 17,576-8).	HACKNEY CARRIAGES. Cost of cabs.
Black list handed in.	The witness handed in a copy of a black list issued by the proprietors (by the Metropolitan Cabdrivers' Strike Fund Association) during this strike. Some of the proprietors objected to having their men scheduled in this way, and would not allow their names to appear although they were out on strike; many of the men black-listed were the "cream of the trade," and at the time they suffered severely from this boycotting (17,372, 17,579-86).	The witness drew attention to "an idea that the majority of accidents are caused by cabdrivers." He affirmed that this will be found to be an error, on search of the metropolitan police reports, and that the greater number of accidents are caused by vans and carts.	Accidents.
Proprietors' associations.	The proprietors' associations objected to negotiations with the union. The union offered arbitration, and suggested Colonel Henderson and the late Sir Robert Fowler; but the Proprietors' Association "refused " by not answering . . . communications at all " (17,372).	In 1899: 28 persons were killed by cabs. 22 " " omnibuses or cars. 22 " " light carts. 40 " " vans. In 1890: 28 " " cabs. 31 " " omnibuses. 23 " " carts. 47 " " vans.	Statistics of.
Wages.	Cabdrivers' wages are fixed "by task." They hire their cabs daily, taking what profit they can. In suburban districts a few receive wages, some as much as 1l. or 1l. 5s., others 10s. with a commission on their earnings. This system is found in the provincial towns, e.g., Manchester, and it works very well. A man may receive something like 32s. 4d. a week, including commission (17,354-5, 17,359, 17,501-8).	The maimed and injured statistics are also in favour of the cabdrivers. "Accidents no doubt often occur " to cabmen in consequence of those in charge of " heavy teams not having proper control over them." If lads were subjected to an examination as to competency to take charge of heavy teams, accidents might be avoided (17,376-7, 17,448-9).	"Butterfly drivers."
In the metropolis earnings vary very much, according to the nature of the vehicle, the place of stabling, and other conditions. They are subject to seasonal fluctuations. The average earning of the 13,000 men holding licenses as employed is 30s. a week (17,354-60, 17,406-11).	A great many men, known in the trade as "butterfly drivers," of whom not less (to be well within the mark) than 40 per cent. are doubtful characters, use their licenses for only three months in the year. They work at different trades during other parts of the year, and in summer they assist the employers in raising prices to a point which ousts some of the "legitimate" drivers. The "butterfly drivers," not having to recoup themselves for winter losses, are able to give the enhanced price (17,381-2, 17,385-97). Some drive cabs merely for pleasure (17,381).	"Butterfly drivers."	
Abolition of the cab duty and its effects.	Since abolition of the duty in 1869 the cabs have been much improved, at the expense of the cabdriver, who has had to pay an enhanced price for every improvement. "Cabs this year (1892) will be about 3s. a day " more than they were in 1869, when the cost of " maintenance was very much higher in every form." The cabmen reckon among daily expenses food and sundries as part of the charge of the cab. Wages were 14s. a week more in 1869 than now (17,397-405, 17,538-48).	A license is granted after: (1) a testimonial has been obtained from a proprietor; (2) an examination passed at Scotland yard; and (3) two householders have signed the requisition for the license. The examination is often "a farce." Men very often do not give their <i>bonâ fide</i> addresses (17,381, 17,440-3, 17,445-7, 17,450-2).	Licenses.
Hours.	Hours are "not so much a matter of choice as of compulsion." In some cases the employers fix the hours; the average is about 15 hours daily, including the irksome time spent in waiting for a fare and the care of the horse at the end of the work (17,361-5). Some drivers only work one horse, and their hours are less, about nine to ten; the majority work two horses (17,492-4). In Newcastle the hours are 12 a day (17,500).	The witness considered it "very demoralising" that cabdrivers should always be compelled to wear their badges when entering a police court, under penalty of a fine of 40s. "whether the matter has anything to do with the cab trade or not." He thought the inference was implied that the cabman was not as trustworthy as a carpenter or policeman or any one else (17,518-23).	Badges.
Sunday labour.	There are some men who never work on Sunday, but Sunday work has increased of late years, "because " some of the local proprietors' associations have " made an arrangement that their cabs should work " 13 days, that is, work one Sunday out of two, and " as a consequence the men have to work also." In many yards they would be discharged if they did not, but "of course some proprietors are more reasonable than others" (17,366).	Two or three a temp's at co-operation have been made. The one in which the witness was interested as a shareholder was the result of a dispute in 1882.	Co-operation.
Fluctuations in number of cabs.	The same number of cabs is worked in the summer as in the winter, or the increase is very slight (17,382, 17,385).	Some boycotted men started a venture called the Hyde Park Co-operative Cab Company, under the Limited Liability Companies' Act. Although it is a "struggling concern" it is making headway, and it is the oldest Co-operative Cab Company in London (17,373, 17,413-4, 17,558).	The Hyde Park Co-operative Cab Company.
Price of cabs.	The present daily charges are generally paid at night, and are about 2s. higher than in May 1891. There are three classes of cabs, and they vary in price (17,463-8). If the driver has had a bad day, and his employer belongs to an association, as the majority of them do, his name is placed in the "red book," and he cannot drive for any other member of the association until he has paid himself out of it. It is a common thing for a cab driver to be unable to pay; if he happens to have what is known as a "bilker" on any particular day, i.e., "a fare who has left him in the lurch," he may be out of work for weeks owing to his inability to pay. This is a source of great injustice and hardship to the driver. There is also great hardship in the fact that it is lawful for a passenger to tender less than the legal fare to a cabman who has agreed to it in ignorance of the distance, whereas, on the other hand, the driver is liable to penalties not only for demanding, but even for taking, a fare larger than the legal fare (17,474-9, 17,587-9).	The men driving for this company hire their cabs at 1s. 6d. less per day than in other cases, and the cabs are in good order (17,373, 17,415-9).	Co-operation as a remedy.
		The reason why the system did not extend, said the witness, was "that there was little capital subscribed and they started in debt." The interest on borrowed capital absorbed what would otherwise have been capital. There has been only one dividend of 5 per cent. in 10 years, and that was two years after the beginning. The cheap prices of the company also brought them in less profit. The management is now more successful; the profit is applied to increasing the stock. The company has had many practical obstacles in its way. "All the world was against it, " the horse dealers and the corn merchants. . . . " They had to pay extraordinary high prices " (17,430-36, 17,578).	Co-operation as a remedy.
		The witness was of opinion that a great deal was to be looked for from co-operation (17,374).	Other remedies.
		He had various special remedies to suggest:— (1.) That all persons in charge of vehicles for conveyance of passengers or merchandise should be licensed by the London County Council or the Board of Trade, and that the number of licenses be limited	(1.) Licensing.

HACKNEY CARRIAGES.	to the public requirements and convenience. One of these bodies should also fix the price to be paid to the proprietor. He thought that if the trade could not be made a completely open and free one, that there should be protection for the interests of the driver as well as for the interests of the public and the proprietor. The driver should have a remunerative price secured to him. It seems unreasonable to fix the price which the driver shall charge the public and not the price which the proprietor shall charge the driver (17,375-80, 17,384, 17,438-52, 17,479-81, 17,509, 17,515).	avoided if the men had been well organised. They would have obtained their own terms without dispute if the proprietors had felt their power (17,824-5).	HACKNEY CARRIAGES.
(2.) Examination.	(2.) That the examiner "who examines a man as to whether he is competent individual to have a license should pass a practical examination in driving, harnessing, &c." The whole examination system should be made more efficient, and the tests of character more complete (17,440, 17,453-5).	The strike of 1882 was the outcome of a mass meeting in Hyde Park, which was arranged to discuss the exorbitant prices that proprietors were charging. The Amalgamated Society of Cabdrivers had been in existence then about six years, and as long as it flourished and "had a big banking account behind it" cabs "were very reasonable." In 1882, funds had fallen low, and proprietors raised prices (17,817, 17,821). When delegates had been sent by the Hyde Park meeting to the various associations of masters, and their requests had been refused, the strikers made application to the Amalgamated Society, who afforded them assistance in coming out. The great desire of the cabdrivers was to make a complete general strike; but the leaders, seeing the great inconvenience to the public, persuaded them to strike in different parts of London, a few yards at a time (17,817). There were 1,000 union men and 700 non-union men engaged (17,829). The men suffered very much during the time they were out. "It was the men who did not strike that got the benefit, because the majority of the masters gave way," "without any dispute taking place in their yards" (17,817).	Strike of 1882.
(3.) Statistics of "butterfly" drivers.	(3.) That statistics concerning "butterfly" cabdrivers should be ascertained and published, and some protection against this class of men should be afforded to the "legitimate" driver (17,881-3).	The strike look place successively in different yards. Number of strikers.	Amalgamated Society of Cab Drivers and the strike.
(4.) Joint committees.	(4.) That joint committees of proprietors and drivers should be formed for the purpose of discussing trade grievances. In the past, joint meetings have been held, which were attended with results beneficial to both, e.g., at the time of the lamp strike in 1869, and the dispute about the railway monopoly (17,384).	Prices fell from 18s. to 16s., the latter was the highest price that season. In the majority of cases the men gained what they asked. Some masters gave way at once, some stood out for one or two weeks, and some for longer than that. In the end, the dispute was amicably settled, in the majority of cases, by the delegates of the Amalgamated Society (17,817).	The strike look place successively in different yards. Number of strikers.
(5.) Statistics of accidents.	(5.) That statistics should be obtained of the number of accidents and their special causes (17,384).	The cost and the working expenses of the 1882 strike to the union were about 600 <i>l</i> . The loss in wages was about 3,000 <i>l</i> . (17,817).	Results.
(6.) The Hackney Carriage Act and amendments.	(6.) That there should be an amendment of the Hackney Carriage Act, abolishing the railway monopoly in the matter of fares from the station. "Stations should be open the same as other standings for licensed cabs plying for hire." The London and South-western Station is open to all who pay a penny as they go in. This plan has worked well for years (17,456-7, 17,510, 17,529-37).	Many proprietors sold off their property and made capital by the sale. Many are willing to buy when they believe that a sale is "genuine," and forced upon the proprietors through the men striking. The witness concluded, from the profits made in this way, and from the fact that "the bills were out on the gates very soon," that the proprietors encourage the strike. A proprietor gets rid of the worst of his property, and not long afterwards is working with an equal amount of property and at the men's prices (17,817-9).	Cost.
(7.) Amendment of law re plying for hire.	(7.) That the law should be amended in the matter of plying for hire anywhere else than on a stand. "As a matter of fact, there is no standing accommodation where cabs are needed." Suggestions as to increased accommodation have been made to the proper authorities, and in some cases these have been attended to. Vexatious summoning is incessant under the present system, when, "if they (the drivers) just put up their finger, any policeman can summon them, and they are liable to a penalty of 40s." As many cases as 9 to 100 may be heard at a police court in a day, and "men get off best by pleading guilty whether guilty or not" (17,481-91, 17,524-8).	The strike of 1891 began in April at the Earl of Shrewsbury and Talbot's Yard. He had raised his prices to 16s. 3 <i>d</i> . in very bad weather, and the men found it "absolutely impossible to earn the amount of money." Letters were written to him through the union without effect. The strike followed, and a similar rise having taken place in other yards, the strike spread to different parts of London.	Proprietors' sales.
(8.) Regulation of hours.	(8.) That maximum hours of cabmen should be fixed by law through a licensing board (17,495-6).	It followed very much the same course as in 1882. At a meeting held at Victoria Hall, when 3,000 to 4,000 cabdrivers were present, it was resolved that the driver had to study the public interest, and that the strike should not become general. 1,300 union men and 1,200 non-union men were involved. About 400 men came out each week for 13 weeks (17,822, 17,825, 17,829).	Strike of 1891.
(9.) Municipalisation of cabs.	(9.) That cabs should be owned and worked by the municipality. Cabdrivers are public servants, and compelled to work at a certain rate as a mail cart is. The witness was not prepared to make a more definite statement on this proposal; he believed it must ultimately come. In the meantime, the municipality should regulate the price of cabs. "There is no doubt that when the (Hackney Carriage) Act was framed, it was anticipated that the proprietor would be the person to deal with the public and not the cabman." The witness held that in every way the cabmen bore the heaviest burdens (17,497-500, 17,515).	Arbitration was offered by the strikers, and the secretary of the union suggested Colonel Henderson, or anyone to whose appointment they might agree, in order that the situation might be discussed. The proprietors did not pay any attention to these proposals. The strike continued until the autumn brought about a natural fall in price. In one case a proprietor (of the name of Brickland, in Whitechapel) consented to receive a deputation, and agreed to the terms proposed. The next morning he discharged the man who had headed the deputation. In consequence, the men there all came out again for three weeks. The efforts of the union brought this local variety of the dispute to a close (17,823, 17,825).	Followed a course similar to that of 1882.
Metropolitan Cabdrivers' Trade Union.	Member of the Executive Council of the Metropolitan Cabdrivers' Trade Union, which he represented (17,812-5). Had managed a cab yard for 2½ years (17,828).	The strike practically ended in a drawn battle except in the case of five or six yards, among which were the London Improved Cab Company and the firm of Hinchley, the largest firms in London. Some of these firms did not belong to the Employers' Association, and the others left it in order to make terms with the union. The remaining proprietors belonging to the association would not give way.	Arbitration offered without effect.
Weekly contribution to.	The weekly contribution is 3 <i>d</i> ., a sum which the witness thought could be afforded by all (17,827).	The Earl of Shrewsbury and Talbot called a sale of his horses, though not of cabs or harness, a few days	Autumn brought a natural fall in price. Brickland's yard.
Benefits.	The benefits to be derived from membership are—(1.) Attention to the general "welfare" of the member; (2.) Compensation for accidents; (3.) Prosecution of the "bilker." The union had been "very successful in bringing them to justice and getting money out of them" (17,827, 17,845).	The Earl of Shrewsbury and Talbot called a sale of his horses, though not of cabs or harness, a few days	Results of the strike.
Strikes.	The witness was engaged in the strikes of 1882 and 1891, but not in any of the smaller ones in separate yards between those two years (17,817, 17,822). The two strikes were similar (17,816). The witness believed that the strike in 1882 would have been	The Earl of Shrewsbury and Talbot called a sale of his horses, though not of cabs or harness, a few days	Sale of horses by

<p>HACKNEY CARRIAGES. the Earl of Shrewsbury and Talbot.</p>	<p>after the strike began. His plans were frustrated by the picketing of his yard for 13 weeks. These plans were to let out the cabs for hire, so that men might see them still running and should apply to him for places. Some of his horses, which at other times would have realised only two or three guineas, were sold for 14 to 15 guineas. The Earl gained greatly in the witness's opinion by that strike, and as he is now (May 4th, 1892) charging 1s. more than the men came out against, the witness was under the belief that he would like to have another strike (17,823).</p>	<p>"have to pay the same price to ride in very old and "inferior cabs," as for the best appointed cabs. The prices offered as above were for the best cabs, and the witness considered that the inferior property would follow according to its value. The prices mentioned would allow a profit to the proprietor of 15s. on each cab. "It would stop disputes in the "future, if the proprietors would accept those "prices," (17,829, 17,831-5).</p>	<p>HACKNEY CARRIAGES.</p>
<p>Cost of the strike.</p>	<p>The men who strike gain nothing, the witness said. "Those men who do not go out on strike reap the "benefit. The men who come out in order to get a "cab at a reasonable price have to be the sufferers, "unfortunately" (17,824).</p>	<p>(3.) Men who have lost their licenses should be removed from the cab ranks, and proper men should be appointed in their stead to act as watermen (17,841).</p>	<p>(3.) Removal from cab ranks of men who have lost their licenses.</p>
<p>Employers' associations.</p>	<p>The cost of the strike in relief and expenses was about 3,700l.; the loss in wages added brought the total cost to about 9,000l. Some of the men suffered very much, and lost the whole season's wage on which they reckon for recovering from the winter. In the end, prices "lowered themselves," "after the Eton and Harrow" (17,825). The cabs that were at work during the strike, were let at a reduction of 2s. in the price (17,826, 17,836-40).</p>	<p>Mr. WILLIAM ROBERT LEVICK. Member of the Metropolitan Cab Drivers' Trade Union. Had been asked by the authorities of the union to give evidence (17,846-50).</p>	<p>Metropolitan Cab Drivers' Trade Union.</p>
<p>Liability to summonses.</p>	<p>Employers "have many different associations, which "are not all combined in one, but are carried on "separately." The London Improved Cab Company, which owns over 200 cabs, does not belong to an employers' association. The witness spoke from experience when he affirmed that "to run the best "property in the streets of London, costs the proprietor 3l. a week" (17,817, 17,823, 17,829).</p>	<p>Had been engaged in the strikes of 1888 and 1891 (17,851). Both of these took place in the summer time, during the season when hire charges rise. In the Jubilee year some of the proprietors had charged more than double the ordinary price (17,862-4).</p>	<p>Witness' experience of strikes.</p>
<p>Licenses.</p>	<p>The employed complain of the liability of the driver to be summoned. During 1890 there were 6,763 summonses against hackney and stage carriage drivers and proprietors as compared with 2,328 against carts and waggoners. It is generally the driver and not the proprietor of the cab who is summoned. The causes of summonses are (1) plying for hire off a stand; (2) neglect to take a cab direct from the yard to a stand; (3) delay in taking up or setting down passengers; (4) loitering or causing obstruction (17,828, 17,841).</p>	<p>At the time of the 1888 strike there was no union or protection society among the cabdrivers (17,852). The strike was caused by inability of the men to meet the advanced prices for the cabs (17,853). It lasted about two weeks, and resulted in a compromise for half the men's demands (17,854-6). One proprietor, however, had a black list printed and sent round to other cab masters. Criminal proceedings were instituted against this proprietor for conspiracy. The legal proceedings "ended in a compromise" (17,857-9).</p>	<p>Strike of 1888.</p>
<p>Hours.</p>	<p>Licenses are seldom taken away except for drunkenness or dishonesty, and the employed think it quite right that they should be taken away for such causes (17,841). It had always seemed strange to the witness that the majority of drivers, when they lose a license, go to drive mail carts for the Government. If they do not take to mail cart driving, they hang about cab ranks as self-appointed watermen (17,841).</p>	<p>The strike of 1891 was caused by an increased charge which the men refused to pay. The union, at request of the strikers, negotiated with the various proprietors, generally by a deputation of the men employed in the yard, after a midnight meeting. No concession was made (17,865-73).</p>	<p>Strike of 1891.</p>
<p>Remedies: (1.) Organisation.</p>	<p>The average hours of a cab horse are eight a day; as a rule proprietors are very particular about their horses. A man is out from 15 to 18 hours as a rule, and in that time the horse covers 18 to 20 miles (17,843-4).</p>	<p>Arbitration was offered by the drivers, though not in the yard where the witness was employed. It was refused (17,874, 17,877).</p>	<p>Remedies: (a.) Price.</p>
<p>Remedies: (2.) Revised list of prices.</p>	<p>The witness (1) advocated strong organisation of employers and employed, and mutual discussion of grievances as preventives of strikes (17,826-7).</p>	<p>The firms engaged in the dispute were generally the same as those in the 1888 strike (17,875).</p>	<p>The strike died away, the witness said. Some men were unable to get employment for many weeks, and the men who did not strike were the actual gainers (17,875-6, 17,878).</p>
<p>Remedies: (3.) As to removal of cab property.</p>	<p>(2) He proposed a list of prices for first-class cabs which averaged 12s. 6d. a day all the year round. This list had been agreed to by the men, but refused by the Proprietors' Association. The proprietors had declared to the Home Secretary, a few weeks before, that an average of 10s. 6d. a day, would enable them to make a profit. The list proposed was read to the Commission:— 16s. from the first Monday in June to the last Saturday in July. 14s. from the second Saturday in July to the last Saturday in July. 12s. from the last Saturday in July to the first Monday in September. 10s. from the first Monday in September to the first Monday in December. 12s. from the first Monday in September to the first Monday in February. 11s. from the first Monday in February to the first Monday in April. 13s. from the first Monday in April to the third Monday in April. 14s. from the third Monday in April to the third Monday in June. There are three, if not "four classes of property running in the streets of London, although the public</p>	<p>He could not make any suggestion as to working hours, but he protested against the long hours he was obliged to work in order to pay hire charge (17,881-6).</p>	<p>Remedies: (a.) Price. (b.) Working hours.</p>
<p>Remedies: (3.) As to removal of arbitration.</p>	<p>There are three, if not "four classes of property running in the streets of London, although the public</p>	<p>Mr. ALFRED MILLS. Secretary of the United Cab Proprietors' Protection Association; licensed cab proprietor, and a driver of 25 years' standing (18,627-8).</p>	<p>United Cab Proprietors' Protection Association.</p>
<p>Remedies: (3.) As to removal of arbitration.</p>	<p>There are three, if not "four classes of property running in the streets of London, although the public</p>	<p>Offered refutations of certain statements:—(1) That the number of new vehicles approved yearly is very few. The witness quoted figures from the Metropolitan Police Reports. In 1881 a total of 839 new cabs were passed; in 1884 a total of 1,234. A falling off since 1888 the witness attributed to alarm at the strike. The figures for 1891 showed a total of 901 (18,636). The great increase in cabs following on 1883 was to be attributed, he thought, to erroneous statements as to the enormous profits made by cab owners. It was in 1882 that the Hyde Park Cab Company was formed (18,650-1).</p>	<p>Refutations of statements: (1.) As to number of vehicles yearly approved.</p>
<p>Remedies: (3.) As to removal of arbitration.</p>	<p>There are three, if not "four classes of property running in the streets of London, although the public</p>	<p>(2.) That cab property is in the hands of large proprietors. In May 1891 there were 3,600 proprietors. Of these, 3,125 owned from one to four cabs; 474 owned five and upwards; of firms and companies owning 100 and upwards the witness could not find more than six. Very few capitalists own many cabs (18,638-9).</p>	<p>(2.) As to capitalist control of cab property.</p>
<p>Remedies: (3.) As to removal of arbitration.</p>	<p>There are three, if not "four classes of property running in the streets of London, although the public</p>	<p>(3.) That the proprietors refused arbitration in the 1891 strike. The first intimation the witness had of arbitration was when the strike was all over (18,648).</p>	<p>(3.) As to removal of arbitration.</p>

HACKNEY CARRIAGES. Strikes: (1.) Of 1882;	Of strikes the witness had no reliable data before 1888. His "personal opinion as to the strike of 1882 was, " that it was 'brought about to attract public attention to the floating of what is known as the Hyde " Park Cab Company, Limited."	the spring (18,649). The proportion of drivers to cabs is 13 to every 10 (18,643).	HACKNEY CARRIAGES. Grievances: "Chair-marking."
(2.) of 1884.	The strike of 1884 was caused by a dispute over "yard money," i.e., gratuities paid by the drivers to the horsekeepers out of proprietors' profits. It did not spread very far beyond Paddington. It brought into existence the Metropolitan Cab Proprietors' Strike Fund, which was established as a means of defence against strikes (18,648).	The witness complained of the system of "chair-marking." Under 6 & 7 Vict. c. 86. s. 53, the proprietor has to fill in on the driver's license the date of entry and quitting the service, and it is "alleged" by some drivers that certain proprietors put the "figures in a peculiar way, so that men become "marked." The Mutual Aid and Protection Society brought a case before the courts. But the drivers, or their counsel, raised a technical objection, "which" proved fatal, and the matter has never been "threshed out" (18,644-5).	
Strike of 1888.	The 1888 strike was caused by a dispute as to price for hire of cabs. The witness read a report on the matter by Mr. Palmer, of Horse Shoe Yard. On October 9th Mr. Edmunds, secretary of the Cabdrivers' Mutual Aid and Protection Society, called on Mr. Palmer and told him that the men would not pay him more than 11s. a day. Mr. Palmer replied that he would take 11s. 6d. After days of visiting and negotiation the cabmen struck for two days, but the difficulty was got over in a few days. The witness did not explain how the matter was settled (18,648).	Another matter complained of was the law with regard to the cab radius. If a cab is hired outside the four mile circle, the hirer will have to pay 1s. a mile, when he would otherwise, if hired from within the radius, pay 6d. a mile up to the radius. The witness was disposed to think that the public had a real grievance in a place like Hammersmith (18,645).	Law with regard to the cab radius.
Strike of 1891.	The strike of 1891 began with the Shrewsbury and Talbot Company, who were not members of the witness' association. He read letters from the secretary of that company, giving account of the origin of the strike. Between 1888 and 1891 the Mutual Aid Society had fallen to pieces, and been replaced by the Cabdrivers' Union. The secretary of this society demanded a reduction in price, for the height of the season, from 18s. 7d. to 15s. 10d. per day. The directors of the Shrewsbury and Talbot Company were unable to accept such terms. The men struck, and in a week the company decided to sell the whole stock of horses. Wherever the strikers found employment they stirred up discontent. The first of the cab proprietors to be affected was Mr. Brickland, at Whitechapel. Mr. Brickland was obliged to discharge a man who, as it happened, had applied for a reduction of price, which had been granted. The president and secretary of the Drivers' Union demanded that the man should be re-instated, at the same time expressing satisfaction at the reduction granted. Mr. Brickland declined to re-instate the man. The man was offered employment by other proprietors, but refused to accept it from them.	"Another vexed question" concerned what is known in the trade as the "bilker," a person, namely, "who hires a cab and refuses to pay any money." The cabman's grievance lay in the repeal by the Summary Jurisdiction Act of 1879 of the power given by the 1 & 2 William IV. c. 22. s. 41. to a justice of the peace, to commit such offenders to prison. The witness was under hope that the Home Secretary would see his way clear to amend the law (18,643).	The "bilker."
Mr. Brickland, of Whitechapel.	The witness held that "the most glaring case of all" was at Mr. Upson's, Great Ormond Yard. In the ordinary course Mr. Upson marked up the price that "he wanted, if he could get it." The men struck without assigning any reason, and the majority paid no money for the last day they were out. The witness had examined Mr. Upson's books, and found that he "had taken all sorts of money," i.e., less than he asked (18,648).	The matter of the railway omnibuses which ply for hire in a way detrimental to the interests of the cab trade, was a grievance that the witness held to be irremediable, owing to the question of public convenience. But this was not the case with the "privilege system," by which the railway companies give a preference to certain proprietors and exclude the rest, and require payment, which was probably for the support of the staff employed to regulate the cabs. The majority of the cab trade "have agitated" for the past quarter of a century "against it. The only free station known to the witness was Waterloo. At other stations pressure is brought to bear upon the privileged masters to keep their cabs in excellent condition (18,641, 18,652-3).	Plying for hire by railway omnibuses. Privilege system under railway companies.
Mr. Upson, of Great Ormond Yard.	As to the number of hours worked by drivers, the witness quoted from the letter of a representative cab proprietor, Mr. Gunn, who worked on an average, 97 cabs a day, held in stock 243 horses, and employed 170 hands, all told. Cabdrivers average 72 hours a week, rest on Sundays, and many rest one day in the week. Mechanics work 56 hours a week, stablemen, 60 hours in a seven days' week.	Remedies proposed, advocated, or objected to by the witness were:—	Remedies:
Hours.	Wages of horsekeepers and washers are 11. 12s., painters 12. 10s. a week (18,634).	(1.) General revision of the cab laws (18,640).	(1.) Revision of cab laws.
Wages.	The number of horses in the trade might be reckoned as 24 to a cab, and, in 1881, 24,118 horses would be required; in 1888, 28,552; "and, of course, they "have gradually decreased with the decrease of cabs" (18,644-5).	(2.) Abolition of the railway privilege system (18,641-2). Also of the system of "chair-making" (18,644-5).	(2.) Abolition of privilege system. (3.) Limitation of licenses.
Number of horses.	The number of cabs licensed in 1881 was 9,647; in 1888 the numbers reached 11,409; in 1891, 11,062 (see Appendix 130) (18,629-31).	(3.) Proprietors are opposed to the limitation of licenses sought for by the drivers. The grievance of the latter is more fancied than real. Mr. Gunn's statement (above referred to) fully proved that it required 13 men to 10 cabs to keep his cabs fully at work (18,643).	(3.) Limitation of licenses.
Number of cabs.	The number of drivers licensed in 1881 was 12,630; in 1888, 15,514. The present number is 15,024 (18,362).	(4.) Provisional licenses should be obtainable for drivers for three months at the usual cost. This would meet the difficulty attendant on renewal of licenses after conviction under the hackney carriage laws. Very often it is not the worst offender who gets his license revoked. Provisional licenses would give chances for redemption of character (18,643).	(4.) Provisional licenses.
Drivers.	The horsekeepers required to carry out the necessary work average one man to three cabs. That would involve 3,212 horsekeepers in 1881; 3,803 in 1888; 3,765 in 1890 (18,639).	(5.) With regard to the radius, the cab trade would not object to having the fare the same if the cab is hired outside the radius as if hired inside, i.e., 1s. per mile to the radius post and 6d. inside the radius post. "The whole thing ought to be gone into" (18,644).	(5.) Revision of radius and fares.
Horsekeepers.	The rule as to relations between proprietors and drivers is for the driver to hire his cab by the day, except in the suburbs (18,687-8). Prices increase in	(6.) Increase of cab accommodation. A cab rank, for example, is much needed near the British Museum, but the Commissioner of Police is prevented from appointing one by an Act of Parliament (46 George III. c. 134. s. 35), which makes it unlawful to ply for hire within 300 feet of any house in Bloomsbury Square under a penalty of 40s. or a month's hard labour (18,645).	(6.) Increase of cab accommodation.
Cab hire.		(7.) That in case of wilful or wanton damage by drivers to proprietor's cabs, the proprietor should be able under Act of Parliament to recover damages to the extent of 10l. The 6 & 7 Vict. c. 86. s. 38, provides that the penalty shall be up to 3l., with alternative of imprisonment not exceeding two calendar months.	(7.) Recovery of damages.
		(8.) That a clause should be inserted in the Hackney Carriage Act empowering magistrates to deal summarily with cab thieves, who are usually either a driver who lost his license, or a cab washer, or a carman out of work, and who borrow an intended	(8.) Summary dealing of thieves.

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cab for the day. The defence always is that there was no intention of stealing the horse, and in nine cases out of 10 the result is acquittal, the ruling being that the cab was not taken with felonious intent (18,645-6).

(9.) Some limit should be put on the liability of cab proprietors in respect of lost property as in the case of carriers; fictitious values are often put upon contents of luggage by owners (18,647, 18,654-8).

(10.) Drivers should be summoned direct for contravention of the Hackney Carriage Act. Cases are known where the proprietor had been fined because he could not find the driver to serve the summons upon (18,647).

(11.) It should be unlawful for the driver of a hansom to carry any unauthorised person on the spring of his hansom. The practice is known as "buck carrying," and is most objectionable. It is a device whereby the driver secures a better place in the front of theatres than he otherwise would (18,647).

(12.) Relief to the cab proprietor in respect of licenses and the carriage tax. A proprietor driving his own cab has to pay 2*l.* for the police license, 15*s.* carriage tax, 5*s.* driver's license, i.e., a total per annum of 3*l.* The witness quoted from Hansard, April 8, 1869, speeches concerning these duties on cabs at the time of the passing of the Hackney Carriage Act. Published accounts of the Metropolitan Police for 1890 show 35,991*l.* or 2*d.* total receipts for licenses. A deputation in 1887 to the Home Secretary asked for a reduction, but no relief has yet been obtained (18,647).

8.) Limitation of liability or lost property.

(10.) Direct summoning of cab drivers.

(11.) Suppression of "buck carrying."

(12.) Relief in respect of licenses and carriage tax.

Metropolitan cab proprietors' strike fund and other associations.

Objects of the associations.

Refutations:

(1.) Proprietors' relations with drivers.

(2.) Proprietors' profits.

Importance of securing good drivers.

Mr. WILLIAM CHAPMAN.

Chairman of the Metropolitan Cab Proprietors' Strike Fund Association; treasurer of the North London Association; vice-president of the Hackney Carriage Proprietors' Provident Institution (19,105, 19,167, 19,113). Was appointed by the various associations (representing 5,000 to 6,000 cabs) to give evidence on their behalf (19,108, 19,222-9).

Spoke as a proprietor (although he had had 12 years' experience as a driver). Carried on a coach building business for his own cabs (19,110-1, 19,107-8).

The objects of the eight associations represented by the witness are:—
First of all, to indemnify any members of the association for claims against them on account of personal injury or loss of luggage in the streets; secondarily to discuss matters and take up questions affecting the trade. They do not combine to keep up price of cab hire (19,111, 19,230-1). They are quite prepared in that matter to meet the cabdriver, who can obtain what he requires in it without resorting to organisation, i.e., by going to the yard where he gets the lowest article at the best price (19,231-4).

He was anxious to refute the statements:—

(1.) That the proprietors refuse to see the drivers on trade questions. The proprietors had always, he said, held themselves ready to co-operate with the drivers in remedying anything which they considered "a mutual grievance." Clashing had only occurred when the drivers had sought to dictate the charge for cabs. The employers were always prepared to meet their own drivers, but not to meet representatives of "what is termed the 'Drivers' Union,'" because they did not and do not believe in their representative capacity (19,111, 19,172, 19,183, 19,192-3).

(2.) That proprietors' profits are enormous and their charges excessive. In the witness' 30 years' experience of the trade, he had known but very few cab masters amass anything like a competency or get into good circumstances. He had known many who had failed. In the provident institution which he represented, there were widows of proprietors who had been regarded as leading men in the trade (19,113).

The secret of the cab trade from the employer's point of view is to live at peace with his men and obtain the best drivers he can (19,113).
The proprietors compete jealously with one another in securing the best drivers, who are often very difficult to obtain. It is the driver who intervenes between the employer and the public. There is no monopoly whatever, and the driver who has the best cab has all the chances in his favour. A proprietor is often

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HACKNEY CARRIAGES.

compelled to employ a man whom he knows to be inferior, because he is the only one available. This does not occur in the height of the season, because the regular men then stick closer to their work (19,120-5).

The witness had drivers who had been in his employment for many years, and who supported wives and families. One of them had been with him for 20 years. It was open to any driver to pursue the same career as the witness, who had started as a driver with one cab, after having entered the business without a shilling, and in time gradually acquired his present business (19,113-4).

The witness had taken a leading part in defending proprietary interests against strikes. The cause of them has been dictation to the masters by the men of a fixed price for hire. The conditions and seasons of the cab trade vary so greatly in London, that there can be no possibility of a fixed price or a fixed time for raising price. The witness instanced the season of 1892 as being peculiarly late, and so affecting price. The price set out by the Drivers' Union pointed to a rise of 1*s.* to begin on 1st April. But weather turned out to be so unfavourable that the proprietors could not even ask their men to raise the price. This shows that agreements cannot be fixed beforehand. It is put forward on behalf of the men by their leaders that the price is to be determined solely by the requirements of the men, irrespective of the financial position of the masters (*see* Appendix 132) (19,111-3).

The ultimatum preceding a strike always came from the men: "You will have to make a reduction in the prices of your cabs or the men will turn out on strike." The employer then "did not see his way clear to do it," and the men turned out (19,113). If the men are good servants the proprietor will accept a price as near to his own as he can get. The strike at Mr. Uyson's yard was not caused by a rigid refusal to meet the men. Mr. Uyson accepted less than the price he had asked or marked up. The men declared he had no right to ask or mark up the price against which they protested and came out (19,114).

The strike of 1891 was immediately caused by a refusal of the employers to meet the Drivers' Union. There was no refusal to meet the men themselves; from the nature of the terms of employment this would naturally be impossible. The employed refused to meet the "so-called representatives," first because they only represented a small section, secondly because the requirements put forward by them were directly at variance with all trade principles. "Cab masters, as a rule, do their business for the sake of profit . . . however slight." Moreover, the action of the union simply stirred up discontent where content had previously reigned. The majority of the cabdrivers in London were content to work on the old principle of making the best terms they could. The association represented by the witness remains unwilling to meet the Drivers' Union to discuss prices (19,173-4, 19,183-5, 19,194-5).

None of the witness' men were out on strike. He spoke "from memory" in saying that about six or seven yards or masters, belonging to his association, went out (19,143-4).

The association sought to supply men to fill the places of the strikers at those yards. The individual employers paid for a few licenses for the new men, and lost by the importation. The association expended no money but on advertisement. Neither the association nor the employers bought in men out of anyone else's service. The witness contended that it was a perfectly fair measure to pay for a man's license under the circumstances, and at the same time complained very seriously of the unfair pressure brought to bear upon this imported labour by the strikers. He quoted an item from the statement of accounts by the Drivers' Union to prove this. The report said "the item of 70*l.* 6*s.* 11*d.* . . . represents the actual amount which has been paid to black-legs who were bought off the cabs, and included refreshments consisting of liquor" (19,115, 19,445-58). In London during 1891 he said something like 3,000*l.* was collected in the streets from drivers. The strikers were supplied by the union with collecting books, and they gave to drivers, in return for subscriptions of 6*d.* to 1*s.*, a ticket to place in the bands of their hats. Some of these drivers had told

Possibilities of advance for drivers.

General causes of strikes in the cab trade.

The usual union ultimatum.

Strike of 1891 and its causes.

Numbers involved.

Importation of labour.

Accounts of the Drivers' Union.

Pressure on non-strikers.

HACKNEY CARRIAGES. Intimidation.	the witness that they paid for a ticket for the sake of protection and peace. Some, who did not do so, were "spotted," followed, and assaulted. The Proprietors' Association instituted proceedings, which resulted in convictions with sentences of two and three months. The intimidation practised had a serious effect on the public confidence in cabs. The witness quoted from the union report above referred to, in support of his statement that the pickets were not interfered with by the police, the assertion that "it must have surprised many observers, that throughout the dispute not one single case of arrest or conviction occurred between the pickets and the police." The proprietors had repeatedly asked for police protection, in order to stop the intimidation that went on, and the association had been put to considerable expense in the way of legal proceedings against it. They had expended about 300 <i>l.</i> on prosecutions in 1891. The witness was "not aware" that the law of the country was sufficient to prevent them from being put to such expense (19,115-6, 19,135-42).	In the autumn many drivers take a regular holiday. It is the regular and best men who rest and take holidays (19,222-7). The grievance with regard to "butterfly" men is rather imaginary than real, according to the witness (19,113).	HACKNEY CARRIAGE																				
Slight reduction followed on strike.	In consequence of the strike a slight reduction took place in about one-third of the yards. There were some small masters (among them a Mr. Moore, of Fitzroy Square, who was outside the Proprietors' Association) who gave some considerable reduction. In other cases it did not amount to <i>l.</i> 6 <i>d.</i> The witness mentioned <i>2<i>d.</i></i> as nearer the amount of the reduction (19,185-91).	He was unable to suggest a present remedy for the strained relations between proprietors and drivers in the control or management of cabs. Both have grievances, but the drivers are rather better than worse off than they were in years past. Co-operation had been tried, and had only "dragged on a miserable existence." Arbitration he considered impracticable: General discussion that leads to nothing should not be invited. Each proprietor should deal directly with his own men in his own yard (19,200-1, 19,209-13).	No remedy for strained relations indefinitely defined.																				
Price, and the circumstances controlling it.	The circumstances governing price are too undefined and fluctuating to admit of control. Weather, season, and other unaccountable matters affect the price in such a way that the men's demands or wishes alone cannot control the matter. If there were a price fixed, there would be no inducement for the proprietors to emulate in running superior classes of vehicles. Both the cab interest and the public would suffer. Under free competition some proprietors provide three horses for each cab let out. Such employers have their situations courted. The men seem to think that they should have "superior accommodation and power" for the price of an inferior cab. Superior cabs and horses secure a better class of customer. The men themselves have the option of going to the best West End yards and getting the best article at a fair market rate. The witness gave a brief account of the movement in 1883-5 in the trade, when the best property was in the hands of aristocrats such as Sir John Astley, the Hon. Mr. Lowther, and Lord Savernake; and again from 1885-6, when some of the older proprietors awoke to the necessity of improving their property and enhancing their prices (19,112, 19,115-7, 19,118-23, 19,217). The association has never attempted, however, to dictate to its members the prices that should be charged. It is not prepared to arrange with the men for a fixed scale. And it takes the attitude that it is impossible to fix the price (19,112, 19,197-8).	He complained of the way in which the men worked their associations, though not of their belonging to associations. He held that collection of subscriptions in the streets by strikers as it had been carried on should be made illegal. Greater protection from intimidation should be obtainable (19,115-7, 19,135-42, 19,202-8, 19,214-5).	Protection (legal) against blackmail and intimidation.																				
Hours of the men and horses.	The hours of the men are, as a rule, from 12 to 14 a day. The horses work from six to seven hours. Only two horses to a cab are worked per day when the proprietor has three for it. If a man perseveres he can "do well" on 11 hours work a day (19,126-8).	Mr. WALTER WOLSEY.	Firm of Thomas Tilling, jobmaster.																				
Hire.	The cabs are only let out for the day. Nothing is paid until night, when, if the full charge is paid, the men go out next day; if short money, the proprietor uses his discretion; if nothing, the man is not re-engaged, and the proprietor does not seek to recover the debt (19,129-3, 19,161). In one or two societies a man may be turned off for not paying the full price, but this is not the case in the witness' association. The master very often does not receive the price he marks up, and never has security in the matter. In the winter the witness' men usually pay 6 <i>s.</i> or 7 <i>s.</i> as against 10 <i>s.</i> 6 <i>d.</i> charged. The strike fund takes no action whatever in the matter of short prices (19,129-30, 19,159-60, 19,168-9, 19,180-1).	Member of the firm of Thomas Tilling, jobmasters, of Peckham, Blackheath, Lee, Eitham, Dulwich, and other places. Had been in the business 20 years, and wished to give evidence on the manner of employing cabmen outside the four mile radius (19,235-9).	Firm of Thomas Tilling, jobmaster.																				
Number of licenses.	About 1,000 drivers hold more than one license (19,113). The drivers worked more regularly and paid more money in years past, according to the books of the witness, than at present (19,113, 19,216).	The firm employed 26 cabdrivers in the witness' "own particular district," <i>i.e.</i> , the south-eastern. He did not know of any suburban cab owner employing more than six or seven cabdrivers, and half of them are "single men proprietors," <i>i.e.</i> , drive their own cabs (19,240-2, 19,244, 19,255-7).	Number employed.																				
Fluctuations in the charges.	The charges for cabs were higher years ago than now (19,216-7). A "low quality cab" now, however, is better than it was 20 years ago. The maximum price charged by the witness was 17 <i>s.</i> 6 <i>d.</i> in the Jubilee year. In 1885 he had 15 <i>s.</i> without any exceptions (19,218-21).	Hours are from 12 to 13 a day, 13 being the extreme. The men work on alternate Sundays (19,243, 19,245-6).	Hours.																				
		Owners allow their men 3 <i>s.</i> a day out of their takings with luggage money, 2 <i>d.</i> per package, as perquisite. The firm represented requires its men to fill in a way-bill. The average earnings of the men per week would be 19 <i>s.</i> 6 <i>d.</i> (13 out of 14 days are worked). With luggage perquisites they take sometimes 25 <i>s.</i> to 30 <i>s.</i> The witness said his firm had the privilege of plying at the suburban railway stations (19,247-54).	Wages.																				
		No disputes had arisen with the men (19,258). The witness had no suggestions for the Commission from "his own point of view." But he held that the outside radius cabmen were "a hardy used race," and badly off as a rule (19,259-60).	No dispute. Outside radius cabmen.																				
		Mr. JAMES SCOTT.																					
		Secretary and manager of the London Improved Cab Company, which had existed since March 1887 (19,261-3).	London Improved Cab Company.																				
		The company owned 600 horses, had 250 cabs constantly at work, and employed nearly 500 men. To keep the cabs going an average of 12-6 drivers to 10 cabs was required (19,264, 19,287). It had no drivers working for wages (19,286).																					
		A register is kept of the drivers' out-going and incoming. Average hours for hansom drivers, including meal hours and "changing times," are 13 hours 21 minutes daily; for four-wheeled drivers they are 14 hours 5 minutes daily. The average week's work for the former is 5½ days, or 73 hours and 25 minutes; for the latter, 5 days, or 70 hours and 25 minutes (19,286-7).	Average hours worked the same of the company.																				
		The witness gave an account of the prices charged by the company during the year ending April 30th, 1892:—	Prices during																				
		<table border="1"> <tbody> <tr> <td>3rd May to 17th May, daily hire</td> <td>- 15</td> </tr> <tr> <td>18th " 12th July "</td> <td>- 16</td> </tr> <tr> <td>13th July to 26th " "</td> <td>- 15</td> </tr> <tr> <td>27th " 9th Aug. "</td> <td>- 14</td> </tr> <tr> <td>10th Aug. to 16th " "</td> <td>- 13</td> </tr> <tr> <td>17th " 27th Sept. "</td> <td>- 12</td> </tr> <tr> <td>28th Sept. to 16th Dec. "</td> <td>- 11</td> </tr> <tr> <td>17th Dec. to 27th March "</td> <td>- 12</td> </tr> <tr> <td>28th March to 17th April "</td> <td>- 13</td> </tr> <tr> <td>18th April to 1st May "</td> <td>- 14</td> </tr> </tbody> </table>	3rd May to 17th May, daily hire	- 15	18th " 12th July "	- 16	13th July to 26th " "	- 15	27th " 9th Aug. "	- 14	10th Aug. to 16th " "	- 13	17th " 27th Sept. "	- 12	28th Sept. to 16th Dec. "	- 11	17th Dec. to 27th March "	- 12	28th March to 17th April "	- 13	18th April to 1st May "	- 14	
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HACKNEY CARRIAGES.

Average daily receipts.

Highest price.

Four-wheeled cabs compared with hansom. "Yard money."

Reform introduced, 1898.

Consequent strike. Ending in acceptance of terms.

Strike of five days' duration in 1891.

Conclusion of strike.

Effects of strikes on the cab trade.

Other causes of deterioration.

Rubber-tyred cabs pay 1s. a day more. Broughams average 2s. a day less, though in winter they have 26 weeks at 10s. daily hire. Iron-tyred hansom with two horses were let out for 10 weeks at 11s. daily hire; 22 weeks at 12s. daily hire; eight weeks at 16s. daily hire. Actual average daily receipts, on the above scale, regular work, would be:—
12s. 10 6/12d. for the iron-tyred hansom.
13s. 10 6/12d. for the rubber-tyred hansom.
11s. 1 9/12d. for the brougham.

Actual average working prices received by the company for working stock were:—
12s. 2 5/8d. for iron-tyred hansom.
13s. 3 1/8d. for rubber-tyred hansom.
10s. 6 6/8d. for broughams.

The highest price of the company at the height of the season is 17s. In bad seasons they never deal harshly with their men, and most of them have remained with them for years. They have worked very pleasantly with them (19,288, 19,293).

Four-wheeled cabs, as a rule, do not pay. The difference between them and hansom lies in the quality of the horse (19,288-91).

In 1888 the company determined to abolish the system of "yard money," described by the witness as a "continual pecking, first of horsekeepers, then workers, then lampmen," in twopences and sixpences levied on the drivers or given by the drivers. "The proprietor pays the horsekeeper, washer, cleaner, &c. a nominal wage, and for the rest they depend upon what they can collect in the shape of yard money or 'ha'pence.'" Complications are bound to arise out of the system; the "drivers state that they pay one thing, and the proprietors that they receive another, and it is this indefinite quantity, the yard money" that intervenes. When the reform was introduced, wages of the men in the habit of receiving yard money were increased.

The witness objected to the change, and struck work at one yard, the chief depot, representing 135 cabs and half the employes. After five days out they accepted the new terms (19,272-6).

Another cessation of work for five days in 1891 took place; it began in the yard next to the witness. He believed that it arose through some question with regard to Hinckley's cabs. Only two or three of the witness' men belonged to the union, but these few were utilised by the union, and they worked upon the non-union men, and brought them out on strike, though the majority were averse to it. The witness was notified of this at his house, and, when he came to the yard, was handed a paper detailing the men's terms. Those terms the company could not entertain (19,284, 19,292-3).

The men returned on the company's terms after five days. The men met on a Saturday night. The secretary of the union sent down a note on his own card, saying that the men accepted the terms. A new scale of prices was drawn out, which took 17s. more from the men in the course of six months than would have been done if the old scale had been adhered to. Nothing further had been heard of the union (19,293-8).

The recent strikes have, in the witness' opinion, seriously affected the efficiency of the hackney carriage industry in the metropolis. The figures for average numbers of new vehicles to total number of licenses, told, he thought, their own tale:—

From 1881 to 1890 they averaged 10.24 per cent.
" 1881 " 1889 " 10.63 "
" 1889 " 1890 " 7.92 "

Out of a total of 9,982 vehicles, 1,204 were returned as new in 1882.

Out of a total of 11,297 vehicles, 301 only were returned as new in 1890.

The witness considered that these figures proved a general deterioration of the property involved in recent agitations among London cabdrivers. They show that proprietors have not the confidence to put new property on the streets, and that they are working cabs which they would in other circumstances have disposed of, and replaced by new stock (19,277-83, 19,299-302). This falling off in the ratio of increase of cab property may be partly attributed to the underground railway and cheap omnibuses and tramways, but the witness did not think those

other causes sufficient to prevent a proprietor from renewing existing stock (19,302-3).

The witness considered the interests of driver and proprietor to be in a peculiar degree identical, owing to the unique relationship existing between them, which is different from the ordinary one between employers and wage-paid servant. The proprietor has an ordinary wage-paid staff in the horsekeepers, washers, harness cleaners, lamp men, &c., but the driver is not a paid servant. On a "mutual understanding" as to hire "the driver is entrusted with the tools with which he goes to work." The liability of the proprietor is an unknown quantity, that of the driver is "practically nil." Legally, the driver is considered the servant of the proprietor, and it is the latter who has to make good any loss or damage caused by carelessness or neglect of the former. The different grades of cab property are as distinctly marked as those between a "nobleman's yacht and a ferry boat." Cabdrivers understand this, and the discrimination shown by the public in the matter, and the competition among them, is for the best class of property (19,265-7).

The witness entirely objected to the proposal that price of cab hire should be regulated or fixed by local enactment. "One man's property, for for lot, may be worth to driver as well as proprietor ten times as much as that of another man." While the legal fare for the different kinds of property remains the same, the well equipped cab gets the most passengers. The market price of the best cab and horse is regulated by the discrimination of the public. "The cab trade is an open market where competition is rife, and the exchange is value for value." Any attempt on the part of Government to fix the price which the proprietor must charge as his remuneration for the time, capital, and labour which he has put into his business would involve a principle which is "opposed to progress, enterprise, and all social and economic law" (19,268-71).

The witness considered that in stating their respective cases, both drivers and proprietors had rather overstated than minimised their grievances or drawbacks (19,272).

MR. THOMAS CRAABE.

A non-union cabdriver of 16 years' standing. Had been requested by a number of non-unionist drivers to give evidence as representing them (22,957-62).

Desired to draw attention to the misleading statements which had been made as to cost of cabs and price of cab hire. It was equally untrue that the former was 2l. a week, or that the latter ever amounted to 5l. a week (22,963-4).

The witness handed in a statement (Appendix 137) showing the average cost to the proprietor as 2l. 18s., and the income as 3l. 9s. The profit on a cab was thus 11s. weekly (22,965-9). He also handed in a return of prices for two years (Appendix 138) for what was supposed to be the best property in London, namely, the Shrewsbury and Talbot cabs; the daily average price was 14s. 6d. For cabs all round the daily average was 11s. 6d. He maintained that there could not be a uniform price (22,972-9).

Six years is the average length of time a cab lasts, and 120l. its average value when new (22,970-1).

The witness handed in a copy of a petition (Appendix 139), which he had presented the day before to Mr. Matthews on the question of the action of railway companies in the matter of cab stands. The witness urged that any special action or privilege by particular railway companies was injurious to the cab trade.

He made it matter of complaint that Waterloo and Vauxhall stations were the only open stations in London out of the 18 stations within the radius. He had petitioned Sir Charles Russell about it five years before, and he handed in copies of letters on the subject (see Appendix 141 and 142). Also he handed in report of a case at West Ham, where it was decided by Mr. Baggally that a railway company had no legal right to create cab stands on its premises. The cabmen of London, he averred, were too negligent of their own welfare in this matter. He instanced a case of a strike at the Great Eastern, where the cab proprietor could afford to reduce his cabs 24s. a week; this showed, he considered, "that the privilege must be a wonderfully good thing." There are 9,500 non-

HACKNEY CARRIAGES.

Harmony of interest for proprietors and drivers.

Objection to State interference with price of cab hire.

Non-union cabdrivers.

Drew attention to misleading statements about cost and price of cabs.

Average cost to the proprietor.

Average price to the driver.

Duration and value of a cab.

Petition against railway privilege.

Waterloo and Vauxhall the only free stations.

Strike at the Great East

HACKNEY CARRIAGES.	privileged cabdrivers and 3,500 non-privileged proprietors "who are left out in the cold." The general reply of the railway companies to protests against the privilege system is that the cabdrivers have no rights in the matter nor cause of complaint in the absence of public-inconvenience (22,980-94).	This system of endorsement, which is intended to convey a meaning not appearing on the surface, is known in the trade as "chair-marking." There are three varieties of the practice; one is to write it in "words, and one is writing in what they call the railway "companies' chair-mark, and another one is the new "one lately brought out that means that if you take "a cab out and do not pay anything for it, the next "person that you present your license to would "know it." The witness held that such a system amounted to conspiracy, and sometimes condemned a man "to walk about homeless" (22,995-23,003). A strike took place at Palmer's yard in 1889 on this account (23,001).	HACKNEY CARRIAGE.
Police regu- lations.	The railway companies impose no special conditions as to cleanliness on the privileged cabs which are not already provided for by ordinary police regulations. The witness in no way recognised the railways as private property, and declared that the railways could not be served at all at times without the assistance of ordinary cabs (23,008-14).	In 1888 a strike was caused in Palmer's yard by an increase of price (6d. a day). On the increase being announced the drivers objected. Mr. Palmer dismissed the ringleader, and because he would not re-instate him the men struck. Mr. Palmer then issued a black list. Action was taken against him at the Old Bailey for libel, "but the case was settled by Mr. Palmer withdrawing the innuendo" and paying the costs. The whole affair broke up the Drivers' Society, which was one of the best in London. The men "thought Mr. Palmer ought to have had three months in the House of Correction" (23,006-7).	Strike at Palmer's yard, 1888.
Arrangements of the non- privileged drivers.	The argument of the non-privileged drivers is that they take a fare to a railway station, and that the companies "ought to be reciprocal, and say you will have one away if you like to wait"; there ought to be fair play. The witness would charge every cab 4d. a week, for that is how the companies obtain their 10,000l. a year. One company gets 1,000l. a year, another (the Great Northern) 600l. (23,015-21).	The witness entirely objected to any limitation of the issue of licenses. In 1880, 2,316 men applied for licenses (the largest number known), and 855 were refused. In that year there were 490 fewer drivers and 347 fewer cabs than there were four years earlier (23,004-5).	Objectio limitatio of issue of licenses.
Remedy demanded.	The demand of the cabdrivers is simply that the law shall be strictly enforced, i.e., that no cab shall ply for hire except where appointed by the Home Secretary or Commissioner of Police (22,991).		
Objection to "chair- marking."	The witness strongly objected to private marks made by proprietors upon licenses of men in their service.		

CARS, DRAYS, AND LORRIES.

CARS,
DRAYS, AND
LORRIES.CARS,
DRAYS, &
LORRIES.

Witnesses examined:—

Mr. E. BALLARD, Organising Secretary, London Carmen Trades Union.
 Mr. J. COLE, Secretary, National, Municipal, and Incorporated Vestry Employees Labour Union.
 Mr. J. KELLY, Manchester and Salford and District Lorrymen and Carters' Union.
 Mr. F. HAMMILL, } National Scottish Horsemen's Union and Amalgamated Carters' Union.
 Mr. R. LEMMON,
 Mr. W. CUTHBERTSON, }

Mr. EDWARD BALLARD.

London Carmen Trades Union.	Organising secretary of the London Carmen Trades Union, with 18 years' experience as a carman (17,580-1, 17,785-8), wished to give evidence as to long hours worked and low wages received by carmen (17,592, 17,600).	belonging to a union. Men used at one time to be weekly servants, but now they are in most instances taken on by the day, "because in several cases the "union had to take the case of the men up where "they had been discharged at a minute's notice" (17,746-8, 17,595).	
Extent of the Union.	The union represented by the witness had existed 2½ years, and had 5,000 to 6,000 members out of 30,000 to 40,000 "men calling themselves carmen in London" (17,672, 17,703). The witness defined general carmen as including all those who drive the ordinary heavy traffic of London. In the East End there are three-horse teams as well as two and one-horse teams, bringing heavy loads from the docks all day to the railways and elsewhere. The so-called town carmen, e.g., Carter Paterson's, have "nice light vans." The "odd men" work for the town carmen, and have intermittent employment. The union does not include carmen in the employment of ordinary shopkeepers (17,714-5, 17,720, 17,734-6).	The hours of "general carmen" average from 16 to 18 a day. They begin work at 5 a.m. or 6 a.m. and "never know what time they are going to be done at "night." The drawing and storing of goods at the docks, wharves, and yards goes on all day. The railway carters do not work so many hours as the general contractors' men. They are weekly servants, with a week's notice. There are also a good many private firms who work shorter hours; the carmen working for them would be in proportion to general carmen as one-third is to two-thirds. Two-thirds of the carmen in London work more than 16 to 18 hours a day. Their "work is done round home in the day-time," and at 6.0 o'clock the men are sent off to outskirts, such as Norwood and Walthamstow, and the Alexandra or Crystal Palaces. There they take in goods at 11.0 at night, and have to go home afterwards (17,593-4, 17,673, 17,693, 17,709-1, 17,730-44).	Hours.
Nature of the em- ployment.	The union is not federated with the dockers, but "is forming a federation with the vehicular traffic people" (17,627-8). It was mixed up, through sympathy, with the Hay's Wharf strike of two years ago, when about 30 of its men went out (17,699-702).	Boys' em- p.	
The union seeks federa- tion.	The witness handed in a list, setting forth the union standard rate for hours and wages, i.e., the rate which it desires to see established. Competition had stood, so far, in the way of realisation of these views, although, in some cases, carmen were receiving the full wages from private firms (17,679-85, 17,764-6). The union had approached employers for reduction of hours, but had met with a cold reception, "because labour is so plentiful in London," and it is so easy to find carmen "that they will not listen to the union at all" (17,704-5, 17,713). Foremen of the yards act as impediments to communication between employed and employers. They are "masters men" (17,706-8).	Average working hours of Post Office carmen are 18 for six days of the week. This is for regular men, but some are taken "by the job." The witness had the information from the men themselves. The 18 hours include a break in the middle of the day of an hour and a half, when horses are changed (17,686-9, 17,721-5).	Hours of Post Office carmen.
Union stand- ard hours and wages.	The witness had known many cases in which men had been refused employment on the ground of their	The Post Office does not directly employ these men. They are employed by contractors such as Messrs.	
Relations with em- ployers.			
"Victimised" unionists.			

<p>CASES, DAYS, AND HORRIES.</p>	<p>Allen of Goswell Road, M'Namara of Finsbury, Birch of Kentish Town, and Webster of Bow (17,745, 17,763).</p>	<p>to the fact that the trade was open to all who might come. Insurance payments are light and "the cheapness of the labour" more than compensates an employer for carelessness in selecting his men (17,602-5, 17,616, 17,620-6, 17,650-7). Employers pay the fines imposed on their drivers for overloading (17,614, 17,616, 17,646-7).</p>	<p>CASES, DAYS, AND HORRIES. Insurance payments. Fines.</p>
<p>Sunday hour.</p>	<p>Post Office carmen lose a day's work when they are examined for employment. They also lose time in getting their uniform (17,725-9, 17,757-62). Sunday work in the stables is compulsory for general carmen, who sometimes work as many hours on Sunday as other days, owing to an insufficient supply of stablemen. The railway carmen are free from this service (17,759, 17,639, 17,658-65, 17,674, 17,695-6).</p>	<p>Among remedies approved by the witness and his union, he mentioned the "Eight Hours' Bill." "It would make a great difference to carmen" (17,712). He proposed, also, a system of licenses for carmen with a view—</p>	<p>Remedies: Eight hours' day. System of licenses.</p>
<p>Meal times.</p>	<p>General carmen get their meal times when they can. They are liable at any moment to being summoned for an unattended van. The witness cited a case of hardship of this kind (17,752-6).</p>	<p>(1) To prohibit boy labour and thus reduce the number of accidents (17,602-5, 17,717-9).</p>	
<p>Rates.</p>	<p>Rates of wages per hour for job work are 4d. or 4½d. if the job is short. If it lasts 14 to 16 hours the payment will be 3s. 6d. to 4s. The witness believed that Post Office carmen "do not get 2½d. an hour if the truth were known" (17,599, 17,686).</p>	<p>(2) To exclude incompetent or untrustworthy men from the trade, and so reduce competition and improve the position of both employers and employed. It is more important to license a town than a country carter in the witness' opinion. It requires much greater skill to drive in the city than along a country road (17,605-13, 17,618-9, 17,710-11).</p>	
<p>Boys' wages.</p>	<p>Carmen are paid 2s. 6d. a night for a night's work of 13 to 6; boys are paid 1s. 6d. and 2d. a load. "These boys will tear along and get the twopences, and of course it pays the employer, because he is paid by the ton for what he takes to market." A married man with a family cannot afford to risk the pace that a boy will risk (17,614-5, 17,645-6, 17,648-9).</p>	<p>In response to a memorandum by Sir Michael Hicks-Beach on the statements made by Mr. Ballard concerning hours and wages of carmen in the employment of the Post Office contractors, the secretary, General Post Office, supplied certain returns and summaries on the several points, to the Commission. The summaries relate to—</p>	<p>Memo. returns of Sir Michael Hicks-Beach and reply thereto.</p>
<p>Railway companies' wages.</p>	<p>The railway companies pay from 22s. to 24s. a week. This is not the union rate (17,767-8). Country men are paid 18s. to 20s. a week for carters' work. There is no extra remuneration for Sunday work. The witness considered that 32s. 6d. was the least wage that should be paid to a qualified driver.</p>	<p>1. General average wages and hours paid by the mail cart contractors, Messrs. Allen, M'Namara, Birch, and Webster to their employes (dated 15th June 1892):— (a) Average wages per week 23s. 4d.</p>	<p>Average wages and hours of mail cart contractors.</p>
<p>Average wages.</p>	<p>The weekly average of general carmen is 24s. to 24s. 6d., and of Post Office carmen from 16s. to 21s. (17,609, 17,618, 17,690-1).</p>	<p>(b) Average hours a day, driving 6 hours 16 minutes. " " " " waiting or resting 7 hours 14 minutes. " " " " Total 13 hours 30 minutes.</p>	
<p>Boy labour.</p>	<p>Boy labour is the cause of accidents (17,604), and it is crippling the carmen of London (17,605, 17,617). Cheapness of boy's labour is the reason for preference given to it by employers (17,634, 17,642-6, 17,648-9). "The boys have nothing to do on Sunday" (17,641). Their ages are from 14 to 17 (17,615, 17,669, 17,716). The witness affirmed that Mr. Webster employed more boys as carmen, worked them longer hours, and paid less wages than any other firm in London. "Of late he has wonderfully improved in trade and bought out many of the little carmen . . . old hands " in the firm get discharged and boys are taken on in their places" (17,749-51).</p>	<p>2. Numbers of mail cart drivers employed on Sundays, and remuneration given by the same contractors— Mr. James Allen employs 10 men for two hours at 2s. each, and 11 men for two hours who are allowed off duty on Monday morning. Messrs. M'Namara employ 30 men for two and two-thirds hours and pay therefor, by the hour, at the ordinary rate. Mr. Birch employs no drivers on Sunday. Mr. Webster employs 71 men 1½ hours without pay. The drivers work for him in the yard 1 hour to 1½ hours, and the pay is included in weekly wages and bonuses of from 1s. to 3s. each.</p>	<p>Sunday labour.</p>
<p>Irregular trades.</p>	<p>Some trades are irregular, especially the furniture trade, and in these cases men are taken on by the hour (17,599).</p>	<p>A copy of a report by the mail cart supervisor was also forwarded to the Commission by the secretary, General Post Office, answering <i>verbal</i> statements made by Mr. Ballard. This report presents—</p>	<p>Report by the mail cart supervisor. Re-statements of—</p>
<p>Engagement chiefly by the day.</p>	<p>Mode of engagement for carmen is mainly by the day, not by the week, as it was before the union sued a firm successfully for a week's wages in the case of men discharged at a moment's notice. At the same time the wages are not paid until the week's end, even if the work given has not extended beyond Monday (17,595-8, 17,635-6, 17,694, 17,748).</p>	<p>(1) A detailed statement of wages paid to the drivers by the several mail contractors six days in the week, elaborating the account given in the summary above. Allusion is made to allowances and bonuses and the conditions of obtaining them, also to the fact that uniform clothing is supplied by the department. Attention is drawn to the fact that Mr. Webster contracts to the department at a lower rate, and pays lower wages, than the other contractors (for the same class of work).</p>	<p>(1) Questions 17,686-90, 17,731-4. Wages, allowances, bonuses, &c.</p>
<p>Charges of cruelty to horses.</p>	<p>The witness considered it desirable that the Society for Prevention of Cruelty to Animals should look into the case of the "poor horses who were being over-worked between 12 at night and 6 in the morning" (17,614, 17,616). The carriage of meat by night from Liverpool Street or Broad Street to Smithfield damages the horses. Pickford's is about the largest firm in that trade, and he works his horses 16 to 18 hours a day. The "enormous income" of the firm covers the cost of using horses in this way, the witness thought. The horses would be actually going for 13 to 14 hours; but a great deal depends on the loads, as some can be put on in 10 minutes. "Men " on the railway will do only three or four nights a "week, but in private firms they do it night after "night." The witness had remonstrated with an employer and had received the reply, "never mind, I buy the horse, you do the work." The horses sometimes last a couple or three years. The witness was quite convinced that many horses in London were 13 hours on the move for six days a week (17,769-811).</p>	<p>A table of hours is given. The least number of hours worked is between 9 and 10 for three drivers; the greatest number of hours is between 17 and 18 for three drivers; 79 drivers work between 11 and 12 hours.</p>	<p>Hours.</p>
	<p>Employers are responsible for accidents, but if a carman meets with an accident or loses a load he is discharged, and finds it difficult to be employed again. A case was cited, which was within the witness' knowledge, of a loss of a load of silk to the value of £500. Dishonesty among carmen was set down by the witness</p>	<p>The following details of wages paid by outside firms are— Messrs. Pickford pay 21s. to 25s. a week. " Johnson " 20s. to 24s. " Smither " 21s. to 24s. Mr. Finch pays 21s. to 23s. a week. Information could not be obtained as to the rate of wages paid to carmen employed by Messrs. Carter, Paterson and Co. (2) As to time lost over examination and fitting for clothing. Time required for the former is one hour; in the case of the latter delay is only caused by neglect to comply with instructions as to hour of attending. (3) As to employer's objection to unionists:— Messrs. M'Namara, Birch, and Webster say there is no question of the sort with their men. Mr. Allen</p>	<p>Outside firms.</p>
<p>Responsibility of employers for accidents usually shifted to the men.</p>		<p>(2) Questions 17,726-8. Lost time of employed.</p>	
		<p>(3) Questions 17,746-7. Employment of unionists</p>	

CASES, DEATHS, AND LOBBIES.	declines to employ "union men" for disciplinary reasons.	It was estimated that about 15,000 men were employed directly by the vestries, and 10,000 indirectly. There are about 26 vestries, of which 19 employ their men direct, and seven employ through a contractor. Of 15 local boards: six employ direct and nine through a contractor.	CASES, DEATHS, AND LOBBIES.
(4) Question 17,746. Notice of termination of engagement.	(4) As to notice of termination of engagement:— The contractors, Messrs. M'Namara and Webster, declare that men have never been discharged at a moment's notice except for gross negligence or misbehaviour. The term of notice is the same on either side. When cases have been fought out the union has been unsuccessful.	A contractor works longer hours as well as paying lower wages than the vestries and local boards themselves (18,196, 18,207, 18,211). A tendency is growing on the part of the vestries to abolish the contract and tip system (18,198-201, 18,205). Better conditions are obtained in the vestries where the employed are able to bring pressure upon vestrymen at the elections (18,204).	Number of employed, and of vestries and local boards. Contractors.
(5) As to ages of boys:—	No boy is employed under 18 years except to collect small packages of goods in pony carts.	Hours of carmen vary considerably, as the wages do. They range from 60 to 72 hours a week. Battersea, Bethnal Green, Camberwell work 60 hours a week, and in these places wages are from 26s. to 27s. St. George's, Hanover Square, works 72 hours for 26s. Other places range from 54 to 68 hours. Whitechapel recently reduced its hours from 70 to 68; Bethnal Green works 48 hours in winter. In a few cases the union has reduced hours, e.g., in Camberwell to 10 a day (18,203, 18,217-22). Overtime is regulated by the vestries, and used to prevail to a greater extent than at present (18,212). Very little night work is done; no extra pay is given for it (18,215-6).	Hours. Overtime. Night work.
(6) Question 17,841.	(6) As to alleged employment of cabdrivers who have forfeited their licenses:—	The contractors have no knowledge of this; some mail cart drivers, however, are holders of cab or omnibus licenses, which they renew from year to year in case of a desire to return to the employment. The secretary of the General Post Office, in presenting the above (summarised) information, was directed to make clear that the drivers referred to were "in the employment of private contractors who alone regulate their pay and conditions of service. They are now in no case the servants of the Post Office" (17,811a).	
Forfeited licenses and cabdrivers.		Mr. JOHN COLE General secretary of the National, Municipal, and Incorporated Vestry Employed Labour Union, understood that he was "to speak for the carmen employed by the local bodies in London" (18,191-4).	
National, Municipal, and Incorporated Vestry Employed Labour Union. Members of the union.	The union has been established a little over two years, and has been going quietly to work. Its members number a little over 4,000 (of whom one-fourth are carmen), and it is increasing. The witness had no doubt that before long it would have "the bulk of the men in" (18,192, 18,231-2, 18,207). Members reside principally in the metropolitan area. There is one branch at East Ham, in connexion with the Barking Outfall Works (18,193).	Mr. JOHN KELLY Represented the Manchester and Salford and District Lorrymen and Carters' Union, which includes "coal carters, railway lorrymen, pop-cart drivers, brewers' draymen, case carters, and other description of horse-men in the district." It does not interfere with the cab, bus, and tramway men, who belong to the Northern Counties' Tramway Association (18,548-9).	Manchester and Salford and District Lorrymen and Carters' Union.
Its objects.	One of the objects of the union is the abolition of the contractor, another to get the vestries to pass a resolution that the contractor shall pay fair wages. In one parish (Chelsea) the contractor has been superseded, in another the vestry have compelled a contractor to pay 4s. a day wages by withholding a sum till it was done (18,198, 18,205-7, 18,211).	The union has about 1,400 members, "after a period of existence of 18 months." There are in the district five unions, which take in horse-men indiscriminately, and there are about 3,700 horsemen who hold cards of membership in the trades' organisations (18,550, 18,554).	Members.
Relations with the vestries.	The union is treated very fairly by the vestries, and on the whole have nothing to complain of. "Sometimes the officials have been a little officious, but that is to be expected." The union desires to establish the principle that no official shall have power to discharge a man, "that every man shall have an opportunity of appealing to a committee of the vestry." This would prevent an official from putting a representative delegate to inconvenience, or discharging a man for a little grievance against him (18,207-10, 18,217).	It is calculated that within a radius of seven miles from the Manchester Exchange there are 14,700 horsemen (18,551). Difficulties arise through jealousy between different organisations. There is an understanding between the witness' union and the Northern Counties' Tramways' Union, that they should "help each other if need be both morally and pecuniarily." The union also works harmoniously with the Amalgamated Society of Railway Servants, who include the railway lorrymen, but not so with the General Railway Workers' Union and the Gas Workers and General Labourers' Union (18,554, 18,592-3).	Other organisations of horsemen, and their relations with the witness' union.
No need of strikes.	The organisation is established on the principle of avoiding strikes. It does not believe in them and has no need of them. It strikes through the ballot-box (18,213-4, 18,204).	The only strike which the union had had was one at Mossley, which was proceeding at the time the witness gave evidence. It was caused by a dispute with two of the large cotton manufacturers as to an advance in weekly wage. The witness supplied from memory a copy, as nearly as possible a "facsimile" of a written agreement which he had obtained from Mr. John Mayall, and which promised to the men employed as carters, "one shilling from Jan. 25th, and to give another shilling at the end of March." The agreement with the other firm was verbal. The witness had first asked for two shillings advance at once, but the employers' "contention was that the cotton trade was so slack that they could not really afford to give it then," and he met them half way, as he thought. When March came the second shilling was refused, and 16 men came out on strike. A report had reached the witness that the firm had determined to sell their carts, and the witness said that in this case the strike would end, and the business of the men would then be "to see that whoever carted stuff for the contractor should employ members of the Lorrymen and Carters' Union, and pay them a genuine rate of wages" (18,606-17).	Strike at Mossley.
Eight hours' day.	It believes that a legal eight hours' day will be obtained in time, and that this will lessen competition and result in an increase of wages (18,217).	Wages range from 16s. to 24s. The "standard rate of wages in Manchester for coal carting," the witness reckoned to be 24s. "Some firms in the town are paying 24s. a week to men for driving one horse and one cart, and other big firms are paying 21s., 22s., and 23s. a week for men driving two horses and two carts" (18,551, 18,561). In some firms the weekly wage is not paid at all. Men employed by certain colliery companies are paid by the "trip or lap system," so much per journey. Two carts are	Wages.
Wages.	Wages vary considerably. Under the vestries wages are from 24s. to 29s. 3d. a week; under the local boards they are from 18s. to 26s. It is not the parishes that can afford to pay the highest wages that do so. Bermondsey pays its dustmen and carmen 29s. 3d., while West End parishes pay 24s. The wages of carmen maintain a more equal level than those of other classes of labour (18,196, 18,203).		
Classes of labour.	Carmen are divided into two classes, general and dust carmen; the former are paid weekly, the latter by the piece, and amongst them sweating, through contractors, is to be found. They are supposed to supplement their wages by "tips" and "tots" (i.e., the rags, bones, &c., that they pick out). At Islington the men used to receive from 10s. to 15s. per week from the vestry and make the rest "up as best they could." At Chelsea the men used to receive 1s. a day from the contractor and made their wages up in tips. Now a weekly wage of 24s. is paid in these places. The union has succeeded in obtaining 6d. an hour for overtime (18,196-201, 18,212).		
Overtime pay.			

CARS, DRAYS AND LORRIES.
Fines.

sometimes taken a distance of three miles for 1s. 6d. (18,553, 18,599-603).

"In the majority of Manchester breweries there is a system of fining." Witness cited Wilson's at Harparhay, where sums of from 1s. 6d. to 4s. are deducted from wages for small neglects of duty. If a case is taken into court on the ground that such deductions are illegal, the man is instantly dismissed (18,567).

Overtime pay and playing off.

With the Midland Railway and London and North-Western Railway Companies' lorrymen there is a system of overtime pay for every hour after 60 per week, and this pay is a fraction above the ordinary rate. The firm of Thompson, McKay, and Company "have a system of playing off"; when a man's overtime has amounted to 10 hours above the 60 hours' week "he receives notice that he will have "to be off on a certain day, and extra men are "brought in to do their work" (18,595-7).

Satisfaction was expressed as to this system of playing off. It affords time for a day's recreation or enjoyment, and the witness considered that "far preferable to a man seeking to make a lot of overtime on "purpose to receive more money." From conversation with men in various districts of Manchester, he believed there was a prevalent preference for a week's wage with 60 hours' work. The lorrymen in Manchester with one horse begin at 23s. weekly wage, and rise by steps to 26s. at the end of two years. The two-horse lorrymen begin similarly at 24s., rising to 28s. The overtime pay is at the rate of about 4 1/2d. an hour (18,618-20).

Hours.

Hours average, for coal-carting men, 75 to 80 hours a week (18,552-3). Brewers' draymen average 90 hours a week. "Some of the aerated-water carters in the "summer season work as many as 114 hours in the "week for sums under a sovereign." "As to the canal men, the carters," they range from 50 to 100 hours in the week (18,567). Carters to the contractors for the railway companies now work from 75 to 80 hours. A recognition of a 60-hours' week has been obtained from Messrs. Thompson, McKay, and Company, from Mr. Farr of the London and North-western, and Mr. Turner of the Midland Railway (18,594-5).

Objections to the two-horse system.

The witness described the system which placed one man in charge of two horses and two carts, and urged that it should be abolished on the three grounds of (a) cruelty to the horses, (b) diminished employment to the men, (c) inconvenience to the public. He declared that the Society for the Prevention of Cruelty to Animals had been appealing against it for nearly 20 years. The system has been prohibited in Sheffield, Liverpool, and one or two other towns. Attempts to have the byelaws altered in Manchester to this effect have hitherto proved unsuccessful. If the attempts had been successful, 3,400 more men would be employed. The witness was certain that if a ballot were taken "99 per cent. would say that the system is a wrong one and should be abolished." Salford has unanimously passed a resolution to appeal to Parliament for power to repeal the clause in their byelaws (1862) which permits it.

In Manchester, the witness was informed, the corporation which vetoed the question has several members holding shares in a company supporting the system. He declared that he wished for no unjustifiable restriction upon any body of employers, and held that if traction engines, for example, were required in any district, they should not be opposed merely on the ground of throwing men out of employment. At the same time he did ask that Parliament should interfere "in preventing anything in the nature of "injustice to the working people of the country." If there is parliamentary interference, it is best "so "to legislate as to aid the existing organisations "where difficulties are encountered" (18,554-6, 18,575-91).

Other remedies advocated by the witness were:—

Legal remedies for victimisation and dismissal without assumed reasons.

(1.) That workpeople and unions should have power to summon employers for intimidation or "victimisation" (18,567).

(2.) That workmen should not be dismissed without assignment of a good reason by the employer. The reason should be definitely stated by the employer, so that there should be a chance of taking any case of injustice into court and having it argued on its merits (18,568-7).

Mr. FREDERICK HAMMILL.

The witness (see page 29) wished to add to his omnibus evidence a word about the traffic men in Bradford, who take vans full of warps from the dyers in Bradford into Colne and Burnley, in Lancashire; they leave on Sunday night about 5 o'clock, and do not return until 12 midnight on Monday, and, being on the road all the time, they are continually fined by the police for being found asleep. He contended that if the law provided for such prosecution, it had a right (or duty) to have a voice in making the conditions such that a man should not be so overpowered by a natural need of sleep. Some of the men work 100 hours a week, and are paid from 18s. to 20s. The Bradford Corporation enter into contracts with horse and cart contractors to supply men at 5s. 9d. a day. Out of this wage the contractor will take 6d. a week for providing the men with "choppy" (hay) for their horses (22,632).

CARS, DRAYS AND LORRIES.
Traffic men in Bradford.

Mr. ROBERT LEMMON and Mr. WILLIAM CUTHBERTSON.

Represented the National Scottish Horsemen's Union (branches at Ayr, Greenock, Glasgow, and Port Glasgow) and the Amalgamated Carters (23,036, 23,032, 23,047, 23,073, 23,087-9).

National Scottish Horsemen's Union and Amalgamated Carters.

Mr. LEMMON was branch secretary of the National Scottish Horsemen's Union at Greenock and Port Glasgow. Before 1890 he was 10 years in the railway service as yardsman. In that year he represented the Amalgamated Railway Servants, and joined with them in the six weeks' strike of that year. He was not favourable to the strike. When it was over he was reinstated in a new kind of work, but in six weeks was dismissed without any reason. Before his railway service Mr. Lemmon was a cart driver for about a year in Glasgow, and previous to that he had been in agricultural service in the north of Scotland (23,088-99, 23,117, 23,119-22).

Mr. CUTHBERTSON was the branch secretary of Glasgow " (Scottish Horsemen's Union). Had been a cartier about 15 years (23,086-7).

The National Scottish Horsemen's Union had been in existence about three years. It was federated with the Amalgamated Carters' Union, which had existed before it, and the two were about to be amalgamated. Together they would represent 2,000 out of 6,000 men carters in Glasgow (23,047; 23,050-2). Besides the Ayr, Greenock, and Port Glasgow branches, there were branches in several other towns, which had been obliged to dissolve on account of the "odds the men had to work against" (23,079-81).

Federation and amalgamation of the unions.

Membership. Branches.

The union was engaged, the witness said, in discussing grievances respecting hours, wages, and boy labour with the employers (23,045).

Relations with employers.

The experience of the union is that the employers show a preference to non-unionists over unionists. Mr. Cuthbertson had known cases of dismissal of unionists where the union *employés* had been in the minority. When men begin to take an active part in the union the employers find some excuse for getting rid of them. Black lists were issued by the employers, according to Mr. Cuthbertson, but not so by Mr. Lemmon (23,082-5, 23,105-11).

Relations of unionists and non-unionists.

As a rule, the witnesses said, unionists objected to working with non-unionists. They do it where they "cannot do better." In some cases they are obliged to do it (23,036-7).

Union success in raising wages and reducing hours.

The union has made efforts, especially in Greenock, to reduce hours and to raise wages. In the latter attempt it had met with considerable success, bringing up wages by 4s. a week (23,033-5, 23,055). Where the union is not strong great advantage is taken by unscrupulous contractors to lengthen hours. In times of good trade and strong organisation the union can reduce hours considerably (23,047, 23,053-4).

Hours worked before the strike averaged 17 a day, except on Saturday, when they were 13. Five days in the week were worked. Work is continuous from 4.30 a.m. till 6 or 7 p.m., and then the stabling of the horses may keep men as late as 8.30 or 9.30 p.m. (23,027-31).

Hours before the strike.

Wages vary greatly. In Greenock wages range from below 11. to 24s. In Glasgow wages are from 21s. to 25s. Non-union stables are paid at a much lower

Wages.

CARS,
DRAYS, AND
LODRIBS.

rate. The work is different in kind in the two towns. Sugar is the principal commodity to be loaded and discharged in Greenock, whereas pig iron and kindred materials are the principal commodities to be handled in Glasgow. There is no difference in the cost of living between the towns (23,044-5, 23,055-6, 23,103-4).

Boy labour.

Mr. Lemmon urged an objection to the displacement of men's labour by employment of boys in the charge of horses in the streets. In some cases the union had been successful in putting this down. In many cases the boys were not capable of doing the work, and their employment constituted a danger in the streets. The trades council had taken up the matter, and a correspondence passed between them and the corporation. The outcome of it was that the latter declared that the grievance was already provided for, by a byelaw to the effect that no boy under 16 should be in charge of a horse. Practically, the witness said, the law was evaded (23,038-44, 23,056, 23,060-2, 23,100-2).

Agricultural
labour, in-
flux of.

The same witness considered that it was time something was done in the matter of the displacement of labour by the influx from agricultural districts. The agricultural labourers come in from various parts of Scotland and Ireland, and are the greatest competitors

that the carter has. It was true that if a livelihood was denied them where they came from, they must go where they could subsist. The witness thought it was time that some consideration should be given to their condition (23,048, 23,058-9, 23,112-8).

CARS,
DRAYS, AND
LODRIBS.

Mr. Cuthbertson gave an account of the strike of carters and horsemen in Glasgow. It took place for an advance of wages and reduction of hours. It lasted about a fortnight, and 4,000 carters were out. The railway carters joined for the first week, and then went in again. The strike resulted in a rise of 2s. to 3s. a week in wages. Three months later a reduction in hours was further yielded on the application of the union (23,063-73).

Strike of
carters and
horsemen in
Glasgow.

One general strike against non-union labour affected the whole of Glasgow. This was successful in most cases (23,074-8).

On the whole, Mr. Lemmon thought, trade union effort had been a failure, and he thought that legislative interference in enforcing shorter hours and raising wages was required. He was not prepared with any definite proposals, and he considered immediate application of an eight hours' day would be inexpedient, owing to its being too large a jump from existing hours (23,048-9, 23,057).

Legislative
interference
with condi-
tions of em-
ployment.RAILWAYS,
ENGLAND.

RAILWAYS, ENGLAND.

RAILWAYS,
ENGLAND.

Witnesses examined:—

MR. A. CLARK, General Secretary of the Railway Workers' Union.
MR. A. LEVETT, London and South-Western Branch of the Amalgamated Society of Railway Servants.
MR. J. CLETON, Birmingham Branch of the Amalgamated Society of Railway Servants.
MR. W. SMITH, Railway Porters.
SIR G. FINDLAY, General Manager of the London and North-Western Railway.
MR. W. J. HARRISON, Midland Railway Company's Service.
MR. J. ABBOTT, Signaller on the Midland Railway.

MR. ANDREW CLARK.

General
Railway
Workers'
Union.

General secretary of the General Railway Workers' Union, and previously employed in railway service for 17 years (23,397, 23,496-8).

Membership,
and objects
of the union.

The General Railway Workers' Union was established in the year 1889. It extends over the greater part of England, and has about 14,000 members, representing all grades of railway labour, but chiefly the artisan class, and the goods porters and platelayers, especially those who are not eligible for membership of other trade organisations. The union works very amicably with the Amalgamated Society of Railway Servants, and other unions (23,397-409, 23,796-803). A large number of railway servants, about four-fifths of the whole, belong to no union (23,500-3). Among other objects, the Railway Workers' Union has pledged itself to a legal eight hours' day, or 48 hours' week, not only for railway labour but for all industries. It has pursued this policy almost from its inauguration. The question of penalties for overtime under an Eight Hours' Act has not been seriously discussed (23,410-2, 23,831-4).

Hours of
labour.

The length of the present hours of work is a subject of very great complaint among railway men. It varies according to the grade and class of workman (23,413-4). The hours of the artisans and labourers are 54 or 60 a week (23,806-7).

Overtime.

The men also object to overtime, not in the exceptional cases when it cannot be avoided, but in the form of extra work, systematically exacted by the traffic inspector (23,788-95).

Legislative
limitation of
hours.

The witness believed that the limitation of hours on railways to 48 a week would be found practicable. In cases of unavoidable delay to a train, from such a cause as bad weather, it would be possible to provide relief for the men, except in very rare instances. In view of such exceptional cases, the witness did not wish to make it a penal offence to exceed eight hours of work on any one day, provided that the weekly maximum were observed, and all time after eight hours a day paid double as overtime (23,545-7). The

witness had not made any precise calculation of the additional cost which would thus be imposed on the working of a railway, but estimated it roughly at 1½ per cent., which he afterwards corrected to ½ per cent. (23,558-9, 23,598).

Taking the instance of the Caledonian Railway, 25,000l. would represent an increase of ½ per cent. To reduce the hours of labour to eight would require an addition of 3,000 men. Taking the average weekly wages of these men as 19s. 6d., and therefore the sum of their weekly wages as 2,925l., the witness admitted that the necessary yearly expenditure would be considerably more than 25,000l. in this case (23,601-20). He proposed, however, that for those companies which could not afford the increased expense, the difficulty should be solved by raising the passenger fares, a measure which would as a general rule produce an increase of dividend, because the majority of passengers were persons compelled to travel. He referred to goods traffic as an analogous case, in which increased rates had been found profitable (23,560-89). He thought that most railways earned sufficient dividend to meet the expense (23,590-5).

If a 48 hours' week were enforced by legislation, increased traffic on railways might be met, not by allowing overtime, but by employing extra men, who should be kept permanently on the company's staff for that purpose. When business was slack, a further reduction of hours would be preferable to discharging any of the men. Wages should not be proportionately reduced (23,903-29). The number of working hours in a day requires restriction, but this is not practicable on railways in the case of the running staff. As far as possible, however, the eight hours' maximum should be universal, without reference to the character of the employment and the amount of strain involved. In the witness' opinion it could be applied to agricultural labour, and indeed to all industries, but the decision of this point rests with those employed in each trade. An Eight Hours' Act could be applied in the same way as the Factory Acts (23,990-24,011). It should not prohibit a man from working at another employment in his leisure time, for instance, working in his garden after eight hours' work on the railway (24,016-33).

RAILWAYS, ENGLAND.

The 10 hours movement.

Wages.

Fines and deductions.

Overtime payment.

Holidays.

Irregularity of employment.

Employment of boys and women.

Inspection of workshops.

The witness was not opposed to the movement in favour of a 10 hours' day, but considered even an eight hours' day too long in many instances, as in certain signal cabins. The maximum at any signal cabin should be eight hours, on account of the confinement and solitude which the work involves (23,755-60).

The lowness of wages is a great cause of complaint among the labourers in workshops. The worst paid labour is in the Swindon Works of the Great Western, where the wages are 14s. or 15s. a week, the local rates being low, as in other agricultural districts. Rents at Swindon are 2s. 6d. and 3s. a week. The rate of wages on railways is higher than the general rate, but the style of living is high also (23,415-20, 23,621-9, 23,605).

A system of fines and compulsory deductions is a great grievance, especially among the shop workmen. Fines are exacted for a mismanaged piece of workmanship, over which the workman, perhaps, had no control; and for being late on duty, and so forth. Compulsory deductions are made for provident, benefit, and insurance societies, in the management of which the men have no voice. The amount of deduction is sometimes as high as 7d. or 8d. a week from wages of 15s. or 18s. a week. There is no equivalent benefit, since all contributions to these societies are forfeited on leaving the service. The men do not clearly understand, when they enter the service, that these deductions will be made. There is no compensation for accidents except for subscribers to these funds, and such compensation is very difficult to obtain (23,421-9, 23,437-8). The railway companies contribute to the benefit funds, but not as a rule in equal ratio to that in which the men contribute (23,504-9). There is also a kind of fine for non-attendance, that is, when a man employed in working a machine is not able to come on duty, he not only loses his wages but has to pay a substitute. The witness handed in a written statement of this complaint (see Appendix 153) (23,456-60, 23,956-73).

In many instances it is complained that overtime is not sufficiently paid for. It is desired that extra payment for overtime should be at a higher rate than the ordinary wages. This is the case in some grades but not in others, and the men object to the distinction being made. Some companies pay at an extra rate for Sunday duty, and others do not. In the artisan grade it is generally paid double (23,430-2). The witness considered that all overtime should be paid at the rate of time and a half, and all Sunday work at double rate, as with the artisans (23,161-3).

The rule with regard to holidays varies in different grades. The traffic men have as a rule from three to six days in the year, with pay and passes. Those in the lower grades, such as platelayers, goods porters, and men in workshops, are allowed no holidays at all (23,433).

There is a certain amount of irregularity of employment, for example, in large commercial towns, where the traffic fluctuates, and also in the workshops, though this is not a serious difficulty in railway labour. A certain number of supernumerary hands are kept on the staff of some companies, but are only employed when there is extra work, and are paid by the day (23,434-6). Sometimes men are dismissed when work is slack. The witness thought that this irregularity might be met by employing more men and reducing the hours, but without reducing wages. He declined to say whether or no the whole staff required for press of traffic should be permanently employed, but thought that they had a right to exist in some way. The building of rolling stock and other works might be carried on with more regularity (23,657-66, 23,764-6, 23,835-42).

Another grievance is the employment of boy labour in workshops and goods warehouses. The effect of this, the witness stated, is to put men out of employment, and to keep down wages for all classes of labour on a railway, and it is also injurious to the boys to perform men's work. There is a great deal of work, however, which is better suited for boys than for men (23,450-1, 23,961-4). The recent introduction of women into the upholstery department is also complained of on the ground that it displaces men's labour and reduces wages. Women are not admitted into the Railway Workers' Union, and their wages are less than those of men (23,433-5, 23,515-9, 23,808-12, 23,888-92, 23,985-9).

There is no Government inspection of railway workshops, and frequent accidents occur through the

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machinery not being properly protected. The men wish to have this matter placed under Government supervision. The foremen are constantly warning the men to be careful, but seem to be indifferent as to their orders being carried out. The sanitation, lighting, and ventilation of the shops are good (23,463, 23,520-31, 23,702-7).

The introduction of labour-saving machinery has a tendency to reduce wages, by affording employment for unskilled labour, but it is admitted to be a matter of necessity (23,456, 23,461-2).

The witness did not regard railway labour as a popular employment, though no doubt there were numerous applicants for it. Very few passes are now issued to railway servants, but a system of privilege tickets is in use. Labourers in the shops do not have clothes provided by the company. If the employment were popular, there would not be so many complaints (23,510-4, 23,625-6, 23,630-2). The foremen are frequently uncivil and threatening in their behaviour to the men (23,639-42). Railway servants are, in many cases, afraid to give evidence before the Commission, lest they should be discharged on their return to work. The witness had had several communications to this effect, one of which was from a man on the Lancashire and Yorkshire Railway (23,483-4).

A man discharged by one company cannot find employment with another. On one occasion a number of men in the forge department at Crewe were dismissed for refusing to work at a reduction, and another railway company, which promised them work, refused it on receiving a communication from the London and North-Western Company (23,469-71). Moreover, though a man is generally required to show three previous characters on entering the service, he has none on leaving. The general practice of railway companies is to give no written certificate, but to tell a man to refer his future employer to them. In some cases men are prevented in this way from obtaining any employment (23,471, 23,714-5, 23,974-9, 23,058-60). A case was mentioned of a man who had a Government certificate from a previous situation, and could not get it returned to him on leaving the railway service (23,471, 23,896-902). The theoretical right of appeal to the directors on dismissal is practically valueless. The appeal must be made through the subordinate officials, who can refuse to forward it (23,532-41). The witness had been reduced to the lower grade when in the service of the Caledonian Railway Company, and had appealed to the superintendent and to the general manager without obtaining any satisfaction. He had not known of any one being dismissed and reinstated on appeal (23,643-56, 23,745-52).

The witness had known cases of men being threatened and annoyed by the railway officials, and sometimes dismissed, for belonging to the union. In other cases members of the union have been discharged without any reason being assigned, and have inferred that it was on account of their connexion with the union. In one case a member of the Railway Workers' Union, employed in the Crewe Works, after attending the annual meeting, by permission, was dismissed by the London and North-Western Company with a week's pay in lieu of notice. The foreman could give him no explanation of his dismissal, and on failing to obtain a hearing from the manager he asked the witness to make inquiry, but nothing could be ascertained either from the general manager or any other official, and the man could obtain no other employment. The letters written by the witness were handed in (23,464-9, 23,541-4, 23,774-7). In another case, on the same line, an official of the union was told by the manager of the works that he must either leave the union or the company's service. In the Midland Railway workshops, the men are sometimes reduced from their employment and subjected to petty annoyances on forming a branch of the union. The witness knew many instances of members of the union being dismissed for some petty offence which would ordinarily have been overlooked, or offered promotion on condition of leaving the union (23,467-9, 23,717-23, 24,047-51). There is a branch of the union at Broad Street, London, which has to be managed from the central office, because each local secretary in turn has been dismissed by the London and North-Western Company, besides 10 or 12 committee men and other members, though their con-

RAILWAYS, ENGLAND.

Labour-saving machinery.

General conditions of labour.

Black listing.

Right of appeal on dismissal practically valueless.

Discharge for belonging to a trade union.

RAILWAYS,
ENGLAND.

The New-
castle dis-
pute.
Strike
averted by
conference.

nexion did not in any way interfere with their work (23,729-33, 23,813-26).

The witness thought that the railway companies would do better to recognise the unions, and negotiate with the chosen representatives of the men. He referred, in illustration, to the threatened strike at Newcastle (in 1890), which was averted by a settlement between the railway company and a deputation of the men concerned, accompanied by their union representatives. Had the company not granted this conference a very large strike would have occurred in that district. The dispute arose out of an unsuccessful agitation for advanced wages in the previous year, on the part of the North-Eastern Company's servants as a whole. An offer to submit the matter to arbitration had then been made and declined, and a strike would have occurred if the result of the ballot had been in favour of it. The classes of labour interested were goods men, platelayers, passenger porters, passenger guards, and signalmen (23,472-5, 23,778-82).

Strike
caused by
refusal of
employers to
negotiate
with unions.

The Hull strike was attributed by the witness to the fact that the four railway companies concerned had ignored all communications from the officials of the Amalgamated Society of Railway Servants and the General Railway Workers' Union. The statement of concessions asked for was drafted by the men actually concerned, who asked the representatives of the union to forward it to head-quarters. It received no attention, and within a week the men came out on strike. The general manager of the North-Eastern Railway Company then opened communications with the secretary of the Amalgamated Society, and on the third day of the strike a settlement was arrived at by a conference between the companies and a deputation of the men, accompanied by their union representatives. The demands made were partially conceded, but this result might have been obtained without a strike if the companies had entered into negotiations at first. Whenever the union has been allowed to communicate with the companies, any questions in dispute have been amicably settled (23,476-9, 23,783-7, 24,055).

Remedies:
(1.) Con-
ciliation
boards for
the compul-
sory settle-
ment of
disputes.

As a means of settlement of disputes in general between employers and employed in railway and other labour, the witness proposed the formation of a board of conciliation, with legal powers to enforce its decisions. It should be elected by the parliamentary electorate of each district, and should consist of equal numbers of employers and employed, with a chairman appointed by the Government, or by some local official who should be unconnected with either party. Thus the power of fixing wages and hours of labour would belong to a body elected mainly by working men (23,486-94). The witness was prepared to uphold the principle of this scheme, but had not worked out details such as the question of penalties under an Act. The Railway Workers' Union had discussed the scheme and approved of it. The witness suggested that the conciliation board should be formed on the model of the German Industrial Courts, the electorate consisting of those who, besides having parliamentary qualifications, are 25 years of age and have worked or lived for a year within the territory of the tribunal. According to this witness the German Industrial Courts have power to deal with "all differences arising out of the contract of hiring between persons falling under the general category of employers and workmen," but not to decide the terms of future contracts with regard to wages. They can adopt the form of boards of mediation, when appealed to in this sense by both parties to a dispute, and in this capacity they can give decisions in "matters relating to the conditions of the continuation or renewal of the labour contract," but such decisions are not legally binding, and in this respect the proposed boards of conciliation would differ from the German courts (23,737-44, 23,843-88, 24,065-9). The witness believed that a large number of very important disputes could be settled by such a conciliation board without stoppage of work. He would in some cases submit the question of an eight hours' day to an arbitration board instead of to Parliament, though he preferred the latter course, and he advised that questions of wages should be left entirely to arbitration (24,037-46).

(2.) Amend-
ment of the
Employers'
Liability
Act.

The Employers' Liability Act should be amended as follows:—(1.) A longer period than six weeks should be allowed in which to give notice of a

claim, so as to give time to make inquiries. In the case of a fatal accident there ought to be time for the Government inspector to report before steps are taken for compensation. (2.) A longer period than six months should be allowed before entering the case in court. A limit of time is necessary, but it should be a reasonable limit. If a longer interval were allowed the employer might consent to settle the claim without going into court. (3.) The amount of compensation allowed should be unlimited instead of being limited to three years' wages. (4.) The doctrine of "common employment" should not be applied under the Employers' Liability Act. There should be no difference between the compensation for injury to a railway servant and to a passenger (23,439-49, 23,687-701, 23,767-73).

RAILWAYS,
ENGLAND.

Mr. ARTHUR LEVETT.

Represented the London and South-Western branch of the Amalgamated Society of Railway Servants. Had been an engine driver in the service of the London and South-western Railway Company for about 25 years (24,070, 24,096-7).

He pointed out the danger arising from insufficient lighting and badly constructed points in station yards. The station at Clapham Junction is very insufficiently lighted, and there is a shed built for storing carriages, but now used as a workshop, which is a very dangerous place, owing to the insufficient space between the lines, and the position of the pillars. Many lives have been lost there. At Twickenham and Kingston the coal staging, where the engine coals, is very inadequately lighted. The coal is carried 14 yards from the waggon to the engine, and the only light is one lamp in the centre of the staging. The fireman is in the bunker part of the engine, where the coals are pitched, and there is no light for him to see what he is doing, or for the coalmen to know where the coal is put. No serious accident has occurred, but the practice is dangerous. The witness had frequently applied for more gas light, but nothing had been done. At several locomotive stations, points have been put in where the engines pass over, and have been so constructed that they will not keep their position. The firemen have orders to get off their engines and hold the points till the engine has passed over, and then run after the engine and get on again. This is a very dangerous practice, especially when the steps of the engine are slippery through frost. The witness had known two accidents from this cause in the district where he had worked. At Kingston there is a pair of points unconnected with the signal-box, which also have to be held by the fireman, and on a dark night they are difficult to find. The points could easily be connected with the box. Sometimes this has not been done because the points were added when the frame was already full of levers. The state of things complained of has been in existence seven or eight years (24,071-6, 24,101-10, 24,143-5).

In making out the returns to the Board of Trade, as to hours of labour in December 1891, the signalmen and platelayers employed by the South-Western Railway Company were not allowed to include the whole time they had worked, but were ordered to take off the time spent in fog-signalling, amounting sometimes to five hours and more (24,077-81, 24,111-5, 24,149-2).

It continually occurs that a driver who has been working in the shed from 7 p.m. to 7 a.m. is then called upon to perform pilot duty for some hours longer, that is, to take charge of an engine standing in readiness to take a train (24,082). There are some drivers who work 16 or 17 hours a day, and during that period they sign off duty two or three times, perhaps for half-an-hour, for which time they are not paid, but are still at the call of the company (24,116-20, 24,146-53).

Railway servants are not allowed to go into business on their own account, or to have a business carried on in their name. The witness referred to his own case. After having been for 33 years in the service of the South-Western Railway Company, his family circumstances led him to take a business for his sister, who could only carry it on in his name. He was then told by the locomotive superintendent that he must either give it up or leave the company's service. His remonstrance was laid before the directors, who gave him a month to decide between these alternatives, and he accordingly left the service. Some

Amalgamated
Society of
Railway
Servants
London
and South-
western
branch.

Dangerous
condition
of station
yards.
(1.) From
insufficient
lighting in
space.

(2.) From
badly con-
structed
points.

Hours of
labour.

Object of
the rule as
to railway
service.

RAILWAYS,
ENGLAND.

Remedies:
(1.) Har-
mony
between em-
ployed and
employers.
(2.) Inspec-
tion of plant
and ma-
chinery by
practical
railway
men.

Amalga-
mated
Society of
Railway
Servants,
Birming-
ham
branch.

Hours of
labour on
Great
Western
Railway.

Relief
system.

Sunday
labour.

Hours of
labour on
the London
and North-
Western
Railway.

time afterwards he applied to the company for some written recognition of his service, but they refused to give him one. There was no complaint against him, except his nominal connexion with the business (24,083-94, 24,121-7).

The witness had no suggestion to make for preventing disputes except that employers and employed should be "thoroughly united."

He suggested, as a means of lessening the danger of railway work, that a number of practical railway men should be appointed as Government inspectors, with power to go over goods yards and locomotive yards, and examine the machinery and general working, and where any defects exist to point out and enforce the necessary alterations. At present defects which are a source of danger are not reported upon till an accident has occurred. The inspection which takes place before a station is opened is not sufficient, because alterations are sometimes made afterwards. The effect of carrying out this scheme would be to place a number of workmen in a superior position, but the witness had no such object in recommending it. Without a thorough and practical knowledge of railway work, a man would not be qualified for the duties of a sub-inspector (24,098-100, 24,135-9, 24,154-66).

Mr. JOSEPH CLIFTON.

Now a labourer. Had been a signalman on the London and North-Western Railway. Represented the Birmingham branch of the Amalgamated Society of Railway Servants. Gave evidence as to the conditions of labour on the Great Western and the London and North-Western Railways (24,167-8, 24,313, 24,330).

The witness read and handed in a statement of the hours worked by goods guards on the Great Western Railway on certain days in September and October. The instances given were 75½ hours in five days, or an average of 15 hours 6 minutes a day; 64½ hours in four days, or an average of 16 hours 3 minutes a day; 86 hours 10 minutes in six days, or an average of 14 hours 21 minutes a day; 61 hours in four days, or an average of 15½ hours a day; 77½ hours in six days, or an average of 12 hours 57 minutes a day; 106½ hours in seven days, or an average of 15 hours 12 minutes a day. These hours are not merely occasional, but occur regularly in winter, when the traffic is heavy (24,169-70). In the instances quoted the work was continuous, except during stoppages in sidings through pressure of passenger traffic. While standing in sidings or on the main line, the guards are caused "almost as much anxiety as if they were on the road, or more." Goods drivers are relieved more often than guards. On the London and North-Western Railway there is a more complete relief system, which is preferred by the men. Goods guards would, as a rule, prefer being relieved and going home as passengers, or even going to a lodging house, to working excessive hours in order to finish a journey. The system of working long and short days in turn, or several long days in succession, followed by several days off duty, is very much disliked (24,183-227).

Goods guards on the Great Western Railway complain very much of the amount of Sunday work they have to do. They are paid at the same rate for Sundays and week-days (24,170-1).

The witness stated that at New Street station six porters were on duty 16½ hours on March 26th, 1892, and nine porters were on duty 18½ hours on April 2nd, but hours at that station had since been a little reduced. The railway carmen in Birmingham work from 14 to 16 hours at a stretch. While the Select Committee on Railway Servants (Hours of Labour) was sitting, the hours of labour on the London and North-Western Railway were altered from 12 to 10 a day, but since the adjournment of the Committee they had been altered again to 12 in April 1892, and the hours of goods foremen from 10 to 11 (at Adderley Park) or from 8 to 12 (at Curson Street), without any increase of pay. There are no specified meal times. The previous reduction of hours had been obtained by a certain amount of agitation among the men. They wished the witness to lodge a complaint on their behalf (24,180-1, 24,257-70, 24,276-88).

A number of signalmen on the London and North-Western Railway work 12 hours a day, including every alternate Sunday. The witness had worked

that number of hours when in the company's service, and, in his opinion, it was impossible for a man to perform the responsible duties of a signalman satisfactorily for such an unreasonable number of hours, or to work so long habitually without injuring his health, as the witness had done (24,271-5, 24,289-306). He read and handed in a letter he had written to Mr. Sutton, the superintendent, asking him to reconsider his decision against shortening the hours of signalmen, and pointing out the advisability of doing so. Several cases were mentioned in the letter, in which he had received wrong signals, and had only barely averted an accident. He also requested that promotion might take place in proportion to length of service, and informed the superintendent that he was about to give evidence before the Commission on behalf of the signalmen at 12-hour posts. No written reply was received, but in consequence of this communication an official inquiry was held at New Street, and the witness was immediately discharged with a week's pay in lieu of notice. The superintendent told him that the letter was an impertinent one, and that he was a dangerous agitator, and had brought a false charge against his mates, and added that the company "cared for no society and no Commission." The company refused to give the witness a character. He had only had one week's work since his discharge (two months before), and had only received 12s. a week from the Amalgamated Society, which allowance was about to be reduced to 6s. It was impossible to find a situation, since he had been discharged without a character after 15 years' service; and he had lost the whole benefit of the societies to which he had subscribed while he had been on the railway (24,175-9, 24,228-56).

The witness had previously written to the superintendent asking for a reduction of hours from 12 to 10, but he was certain that it was the second letter only that occasioned his dismissal (24,297-8).

Railway servants are fined for slight offences, and sometimes for mistakes which they could not have avoided. In one case 20 porters at New Street were fined 2s. each for being 15 minutes late in the morning. In the case of guards and brakemen, a very slight offence involves a fine of 1s., and the men believe that the object is "to do them out of" their annual six days' holiday, for they lose three days for one fine, and the whole week for the second. They are fined for signing on or off in the wrong book, though some of the young hands do not know which is the right one (24,172-4). Another rule, which is a cause of complaint, is that a railway servant must devote his whole time to the company, and may not take a business for his wife, or anything to eke out his wages (24,180-1).

The London and North-Western Company practically coerce their servants into contracting out of the Employers' Liability Act. The witness had been told that if he did not wish to do so he might look out for another situation. The company pay 80l. to servants who are permanently injured (24,321-4).

The Amalgamated Society has about 40,000 members altogether; 500 belong to the Birmingham branch. The society is almost equally represented on the London and North-Western, Great Western, and the Midland lines. About 250 of the Birmingham members are London and North-Western men. The witness had been asked to speak on behalf of a great many non-society men on the subject of hours. Many men decline to join the union, because they cannot afford it, or are afraid of being discharged (24,307-20). The company do not openly discharge a man for joining the union, but if anyone takes a prominent part in the society's proceedings, some complaint against him is very soon found. The intricacy of railway work makes it easy to find fault with a man.

The witness mentioned one case as an illustration of the antipathy of the companies to the union. A man named Haynes, of Birmingham, employed by the London and North-Western Company, was removed from his post for taking a prominent part in a signalman's movement in 1889. The witness produced the man's written statement of what had occurred. In June 1889, the signalman at Grand Junctions applied to the district superintendent, Mr. Sutton, for a 2s. increase of pay, which was refused. A committee, with Mr. Haynes as chairman, was then appointed to carry on the movement.

RAILWAYS,
ENGLAND.

Discharge
for making
complaint.

Fines and
rules of the
service com-
piled of.

The Em-
ployers'
Liability
Act.

The Amal-
gamated
Society of
Railway
Servants.

Discharge
and re-
moral for
taking part
in the pro-
ceedings of
the union.

Case of the
removal of
Haynes, a
signalman.

RAILWAYS,
ENGLAND.

After holding a meeting in connection with it, he had an interview with the assistant superintendent of the line, who asked why he did not leave if he were dissatisfied. The district superintendent afterwards gave the 2s. a week advance, saying that he hoped Mr. Haynes would now hold his tongue. On Mr. Haynes continuing to take an active part in the proceedings of the union, he was removed to the post of station master at Great Barr, though this change was against his wish, and involved a reduction in salary of 12*l.* a year, and an increase of hours from 8 to 14 a day, with 14 hours on duty every alternate Sunday. Practically, the hours of station masters are limited only by the time the station is open, which in this case is 15 hours. An indignation meeting was held, and passed a resolution stating that "the reason of Haynes' removal is because he "has had the manliness to advocate shorter hours "and payment for Sunday duty. London, and "North-Western men should attend this meeting in "their hundreds, and assert their rights as English "men, and have their representative reinstated in "his former position." A deputation of the Birmingham town councillors was appointed to meet Mr. Sutton, but he refused to see them. He consented, however, to remedy the reduction of pay, and though Mr. Haynes was still dissatisfied, he was obliged to accept the post. A station master's position is higher than that of a signaller. The conclusion drawn from this incident by the London and North-Western men was that the company was antagonistic to the union, and wished to thwart its efforts (24,332-63).

Remedies. The witness desired the adoption of certain changes advocated by the Amalgamated Society of Railway Servants. There should be a maximum working day of 10 hours for railway servants in general, and eight hours for signallers on main lines in boxes always open. Six shifts a week should be worked, and Sunday work paid at the rate of time and a half (24,291-C).

Mr. WILLIAM SMITH.Railway
porters re-
presented.

Agent to the Abstainers' and General Insurance Society. Had been a porter in the service of the Lancashire and Yorkshire Railway Company, and gave evidence on behalf of railway porters (24,366-9).

Amalga-
mated So-
ciety of
Railway
Servants,
Rochdale
branch.

He represented about 80 members of the Rochdale branch of the Amalgamated Society of Railway Servants, and 20 or 30 from Todmorden, and the whole of the railway men at Rochdale, numbering between 200 and 300. He had received instructions as to his evidence from a general meeting of railway men, and had been specially asked to point out that the railway companies did not sufficiently recognise the union (24,444-8, 24,470).

Hours of
labour.Particulars
of:
(1.) At
Shaw Sta-
tion.(2.) Roch-
dale.

The hours worked by porters, ticket collectors, and foremen are usually 12 a day, but often extend to 14, 16, 18, and 24 hours. At Shaw Station, on the Lancashire and Yorkshire Railway, the witness had worked 197 hours in 12 days in May 1891, including six days of 18½ hours. On different occasions in the same year he had worked 14, 15, 16½, and 23½ hours at a stretch. Another porter, in May and June 1891, worked 205 hours in 13 consecutive days, or an average of 15½ hours a day. On four of these days, and also on three days in July, he worked 18½ hours, on another day 18 hours, and on another 20. Another porter at the same place, in April and May 1891, worked 237 hours in 16 consecutive days, or an average of 14 hours 45 minutes a day. On six of these days he worked 18½ hours, and on May 13th he worked 23½ hours.

A porter at Rochdale worked 104 hours in one week, and in another week, in July 1891, 14 hours a day for six days, and 12 hours on the seventh. Another porter at the same station, in May 1891, worked 82½ hours in five consecutive days, or an average of 16½ hours a day, and on July 10th he also worked 16 hours. A porter at New Hey worked 104 hours between the 20th and 26th of July 1891, including two days' work of 18 hours and one of 19. Another man at this station worked 107 hours between the 19th and 25th of July 1891 (24,371-5).

(3.) At New
Hey."Staff and
duty
sheets."

The witness's regular hours at Shaw Station, according to the "staff and duty sheet" (which shows the time each man commences and leaves duty, and the

nature of his work) were 12 a day, with no meal times except an hour for dinner. His duties consisted of lighting the fires and lamps, sweeping floors and cleaning windows, walking three miles to bring in the signal lamp, and climbing several high ladders, besides attending to the trains. In the case of goods trains he had to note down the time of arrival and other particulars, and couple up the waggons during shunting operations. On every alternate Sunday he worked 14½ hours continuously, with no meal times allowed. His average weekly hours were thus 79½. On late duty there was half an hour for tea instead of dinner. At Rochdale station there is no dinner hour, and the men on late duty (from 12 noon to midnight) have only from 4 to 4.20 for meal time. At this station the staff and duty sheet is not exhibited in the porters' room, and the men do not know what their duties are. They also complain very strongly of having to work overtime, and especially of being sent out as extra guards, which involves, in many cases, their being away from home as much as 26 or 28 hours at a time. If the hours were reduced to 10 hours a day for six days a week, the witness would be satisfied without an increase of pay (24,406-8). A man is utterly incapable of doing anything after 10 or 12 hours' work at some stations, and even if not exhausted he needs a change of occupation (24,484-6).

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ENGLAND.

Overtime

The wages of porters range from 12*s.* for lads to 17*s.* for men (24,425-7). Payment for overtime is 2½*d.* an hour for a porter earning 16*s.* a week, and 2½*d.* an hour for a porter earning 17*s.* a week. Ticket collectors, whose wages are 1*l.* a week, are paid 2½*d.* or 3*d.* an hour for overtime; and foremen porters, whose wages are 1*l.* a week, are not paid overtime. If, however, they absent themselves through sickness their wages are deducted. In one case a foreman porter, who was ill and away from work for a fortnight, applied to the company for a fortnight's wages in consideration of the amount of overtime he had worked without payment. The company, finding that the man was receiving about 16*s.* 8*d.* a week from his clubs, merely made up the sum to 1*l.* for that one week. The witness considered that it was not fair to stop wages during a man's absence, unless, on the same principle, he was paid for overtime (24,376-9).

Wages and
overtime
payment

Sometimes the men are told to "play off" their overtime when work is slack, but they would prefer to be paid (24,479).

The wages of porters are insufficient to live upon and support a wife and family (24,412-3). It is, therefore, a great cause of complaint that the rules of railway service prevent a man or his wife from engaging in any other business or employment in order to add to his income.

Objection
to the rules of
the service

The first rule of service on the Lancashire and Yorkshire Railway is "that every person employed by "the company must devote himself exclusively to "their service," and by another rule, no servant of the company is allowed to trade directly or indirectly (24,360-1, 24,385).

Railway
servants ex-
cluded from
other employ-
ment

If a man in the service of the company accepts the position of a "trade secretary" or a club collector, or if his wife keeps a small shop, he is liable to be reported to the company, and told to give it up or leave the service. The witness supposed that one reason for this rule might be to prevent any inducement to pilfer from goods in transit (24,385, 24,388-91, 24,418-23). Another object might be to secure a man's undivided attention to his work (24,470-8). There would be no great objection to the rule if the men were paid anything like a reasonable wage (24,470-5). As it is, it should be optional for a man to employ his spare time in earning more, provided he feels capable of doing so, and that it does not interfere with his regular work (24,409-11, 24,440-2, 24,462-9).

Another rule on the Lancashire and Yorkshire Railway prohibits any one employed by the company from receiving any money or gratuity from passengers or other persons, even though the regular hours of duty have expired. The existing rate of wages for porters makes it impossible that this rule should be kept, and it is in fact systematically disregarded (24,383-7).

Prohibit-
ion of tip-
ping

The witness considered the system of tipping a species of bribery and corruption, but thought that instead of making an ineffectual rule against it, the companies should pay their porters "an honest wage," say of

RAILWAYS, ENGLAND.

22a. a week, or allow them to make a regular charge on each parcel, and then enforce the rule. The "sympathy" of the public has hitherto defeated all attempts to enforce it as it stands (24,392-4). The witness had on one occasion called attention to these grievances in a letter to the directors of the company (24,385).

Favouritism in promotion.

He complained, also, of the present system of promotion, in which he stated that favouritism was shown. In his own case promotion had been withheld because he had written letters to the papers on the subject of hours of labour on railways. A district inspector who was sent to investigate the matter found that the facts with regard to the overtime worked were worse than these letters had represented. The witness was nevertheless told that he had "disgraced the company," and had thereby lost the post of signalman which was about to be offered to him. He would suggest that appointments should be made by competitive examination instead of the present system of favouritism. He had been a pointsman and a ticket collector, but in the last year of his service he had returned to the position of a porter. The appointment of pointsmen rests with the district superintendents and inspectors instead of the managers (24,395-6, 24,423-9).

Difficulty of approaching the managers. Method of discharge.

In his own and other cases the witness' experience had shown the difficulty of approaching the managers and obtaining attention to appeals. Men are discharged on the report of an official or a passenger, often without knowing the reason. In some cases there is summary dismissal or a few hours' notice, in others there is 14 days' notice. In many instances station masters and inspectors have misrepresented men (24,396). The witness had been dismissed, he inferred, for writing letters to the papers after being warned that if he continued to do so it would be considered a breach of discipline. The manager had given him no reason for his discharge, but had stated, before the Select Committee on Railway Servants, that it was on account of these letters, which he said contained erroneous statements (24,406). The witness was out of work for some time, but now had another situation with better pay (24,415-7).

Alleged religious persecution.

The witness gave an instance of what he considered religious persecution on the part of railway officials. He had become unpopular with his superiors and others, through his strict enforcement of the company's rules against servants or officers of the company travelling on the line without a ticket or a free pass. He was removed for this reason from Liverpool to Smithy Bridge, with only two days' notice, and could not obtain a pass to visit his family at Liverpool, though one of them was ill. He had also been blamed for not using the prefix "Mr." in addressing the station master, though he had conscientious objections to doing so, being a member of the Society of Friends (24,396-405, 24,431-6).

Remedies.

- The witness suggested:—
- (1) That the hours of porters should be reduced to 10 a day, and that six days should constitute a week's work, and Sunday duty be paid at the rate of time and a half. Even then the pay would not be adequate, but the witness "believed in being reasonable and getting a little at a time" (24,437-43).
 - (2) That porters should be allowed to supplement their wages by earning money in their spare time (24,440, 24,443).
 - (3) That the rule against tipping should be either abolished or enforced, and in the latter case a regular charge should be made for the services of a porter (24,392).
 - (4) That appointments should be made by competitive examination (24,395).

SIR GEORGE FINDLAY.

London and North-Western Railway Company.

General manager of the London and North-Western Railway Company. Had been connected with the company for 30 years, and for nearly 20 years as manager. Wished to make some general statements as to the railway industry, the number of men employed in it, and the amount of capital invested.

Capital, receipts, and expenditure of railway companies in the United Kingdom.

The authorised capital of all the railways in the United Kingdom is a thousand millions, the capital actually raised is 897,000,000L., and the annual receipts are 80,000,000L. 54 per cent. of that, or

43,000,000L. a year, is spent in wages, materials, and working expenses generally (25,934-7).

The London and North-Western Company own about one-tenth of the whole 20,000 miles of railways. Their authorised capital is 110,000,000L., and their gross annual income eleven millions and three-quarters (25,940-2).

The number of men employed on railways was 346,000, according to the last return to the Board of Trade, in 1884, and is now probably over 350,000. Including labour employed in manufactures connected with railways, there are nearly half a million workmen dependant on railway enterprise (25,938-9).

The London and North-Western Company employ 61,000 men of all grades (25,943). The witness had not ascertained the proportion to the whole number of the men employed in the actual working of traffic, either on the London and North-Western Railway or on railways generally. The term "railway servant" includes the class of men employed by the London and North-Western Company at the Garston Dock (25,986-91).

The gross receipts of the London and North-Western Company have increased 12 per cent. in the last eight years, and the amount paid in salaries and wages has increased 21 per cent. The increase in weekly wages, apart from the salaries, was 59,000L. from 1888 to 1889, 88,000L. from 1889 to 1890, and 64,000L. from 1890 to 1891, so that the increase in those three years was, roughly, 200,000L. Every other expense has increased proportionately. If this increase of wages continues, together with the reduction of hours, the public will in time have to pay for it in increased rates and fares, and in reduced accommodation. Railway labour is now on the whole adequately remunerated, and there is no need for further agitation. The capital laid out on railways altogether does not now return more than 4 per cent., while some railways are earning nothing. If the railway companies took united action in self-defence, it would be possible to raise the charges to a considerable extent without loss of traffic (25,954-7). The power of railway companies is limited in this respect, especially by recent legislation. As to the question whether railway servants ought to suffer in wages or hours from the lowness of the company's dividends, the witness held as a broad principle that the price of labour must be regulated by supply and demand. Considering that the majority of men are ignorant of railway work on entering the service, and are trained into skilled workmen by the company, he thought they were paid a fair wage. A porter at a country station has 18s. a week, with clothing and other advantages, and though a mere labourer, his wages are 5s. or 4s. more than those of agricultural labour. The porters at Euston are paid about the same (26,042-9). Goods porters in London are paid a guinea or 23s. a week. In Liverpool, where wages are higher, they have about 24s. The witness handed in a statement of the rates of wages for all classes of men on the London and North-Western Railway, comparing the year 1881 with 1891 (see Appendix 164) (26,003-4).

The witness regarded it as the first duty of a large employer of labour to treat the men fairly as regards hours of labour. Long hours and overtime are the most costly services possible. The witness did not wish, however, to go into the question, since the Select Committee on Railway Servants (Hours of Labour) had dealt with it, and arrived at a very satisfactory conclusion. He thought that less would be heard in future of long hours and irregular working, especially if the principle is recognised of an ultimate appeal to the Railway Commissioners (25,951).

Referring to the Board of Trade return for December 1890, from the London and North-Western Railway, the witness stated that the proportion of extra hours to the number of men employed was very small. It is a marvel that the business of the country is carried on at all, under the conditions of weather which generally prevail in the months of December and January. It is impossible to carry it on without a very considerable amount of overtime occurring in the working of railways, but whenever a man works long hours, he has sufficient rest before going on duty again. The company do their utmost to reduce the hours by means of relief men and other very complicated arrangements. It is to their interest to

RAILWAYS, ENGLAND.

Authorised capital and gross annual receipts of the London and North-Western Railway. Number of men employed.

Increased expenditure in wages in recent years.

Prospect of increased charges to the public.

Relation between dividend and wages.

Wages paid to different grades.

Hours of labour.

Overtime unavoidable under certain conditions.

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ENGLAND.

do so even from the lowest point of view, considering the liability which they incur by any neglect of ordinary precautions. Overtime is objectionable, but under certain conditions it is unavoidable. It applies particularly to only two or three classes of servants, goods guards and good drivers, and perhaps shunters at busy stations. It is very seldom that signalmen work long hours. The Board of Trade return for December 1890 shows 1,411 instances of signalmen working over 10 hours, but that means that there are some on 12-hour shifts. The number of instances of 13 hours' work was 128, but these would be on branch lines with very little traffic. On railways generally the hours of signalmen are brought within a most reasonable limit. December is the worst month for carrying on the working of a railway (28,032-40).

Sunday
labour.

The practice of paying the weekly staff of railways at the rate of seven days to the week, has lately been modified to a great extent. The week is calculated as six days in the case of such men as signalmen, brakemen, guards, shunters, engine drivers, firemen, carriage examiners, lamp men, greasers, cleaners, and so on. If required to work on Sunday they are paid extra, and at an advanced rate of something like pay and a half. The London and North-Western Railway have for many years acted on the principle of using the railway on Sundays only so far as the public convenience required, and not for the profit of the shareholders. Out of the 56,000 men employed, exclusive of those in the workshops, 33,000 have no Sunday work, and the remainder generally have one or two Sundays off duty between two Sundays on duty. Passenger porters are not paid extra for Sunday work (25,958-9).

Houses
owned by
the com-
pany.

The London and North-Western Company have 4,500 cottages for their servants, and the demand is constantly increasing. It is an absolute necessity for signalmen and platelayers, who are distributed all over the line, to have cottages near their work. The rent is generally below the local standard (25,960).

Holidays
and passes.

Most of the men on weekly wages have from three to six days' leave of absence with pay in the year, and the salaried servants a fortnight's leave with pay. They are then generally allowed free passes for themselves and members of their family, and at other times, by a recent arrangement which applies to nearly all the companies, they have third class tickets at quarter fare (25,960-1).

Allowances.

Every class of servant, except in the goods department, is supplied with clothes by the company. Signalmen have a bonus for good conduct and freedom from accident of 2*l.* or 4*l.*, according to the class of post they hold (25,962-3).

Accident
insurance
fund.

In 1871 there was an insurance fund which provided for a payment of 35*l.* or 40*l.* to the representative of any man killed by accident in the discharge of his duty, and 25*l.* or 35*l.* for complete disablement, with a sick allowance of 12*s.* to 18*s.* a week for six months. On the passing of the Employers' Liability Act in 1880, the London and North-Western Company felt that it would be unfortunate for the discipline of the staff if they engaged in litigation with the company. They therefore proposed to the men that an improved form of the insurance society should take the place of the benefits of the Act, the advantage being that compensation for injury would be independent of the negligence or otherwise of the company or the workman. This proposal was agreed to by all the men in the service, except about 100 dissentients. The new scale of compensation was 80*l.* or 100*l.* in case of permanent disablement or death, and the sick allowance was increased to 14*s.* or 21*s.* a week, and continued, if necessary, for a year. The men have all been perfectly satisfied with this arrangement, and represented their views to a Committee of the House of Commons on the Employers' Liability Act some years ago, when it was proposed to prevent men from contracting themselves out of the advantages of the Act. The society is flourishing, and has a balance of 25,000*l.* in hand. The sum that has been paid to the men for accidents since its first institution is 370,000*l.* The annual contribution of the company has been 15,000*l.* It is probable that under the Employers' Liability Act, the company would save 10,000*l.* or 12,000*l.* a year, but it is thought better to substitute a certainty for an uncertainty. The Select Committee on the Employers' Liability Act in 1886 reported in favour of the principle upon which the

North-Western Assurance Society is conducted (25,964).

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ENGLAND

It is obligatory on everyone who enters the service to join this assurance society, and waive his rights under the Employers' Liability Act. This condition is never objected to, and when the question of contracting out of the Act came before Parliament, a memorial in favour of it was signed by thousands of the men. No other companies except the Lancashire and Yorkshire and the Brighton and South Coast Railway Companies have a similar insurance society, and they do not make it compulsory.

Member-
ship of
insurance
society a
condition of
service.

The principle of common employment, which exempted the employer from liability for accidents caused by the negligence of a fellow-workman, was greatly modified by the Act of 1880, which makes the employer liable for the negligence of any person in his service under whose orders the injured man was acting at the time. If the common employment doctrine were not to apply at all, the operation of the Act would be most unjust, and the company would probably have to pay much more than at present. The witness would have been glad to accept the Bill proposed in 1887-88 (26,053-67) (see Appendix 199).

The Em-
ployers'
Liability
Act and
"common
employ-
ment."

A provident society was established in 1874, which secures to the men allowances in case of illness, and a payment to their representatives in case of death. In 1883 a pension fund was established, and after a time the two societies were amalgamated, and the combined provident and pension society has 30,000 or 40,000 members, and an income of 40,000*l.* a year, including a contribution from the company, which fluctuates according to membership, but in 1891 amounted to nearly 7,000*l.* The total annual contribution of the company to these societies is thus about 22,000*l.* a year, and the balance in hand, all of which is practically available for the pension fund, is 125,000*l.* The pensions vary from 7*s.* to 12*s.* a week. Men who are too old to join the society and are unfit for work have a pension of 6*s.*, 8*s.*, or 10*s.* from the directors. The platelayers and men in the traffic department, and some in the locomotive department, are being paid a further sum amounting to about 5,000*l.* a year. The insurance and provident societies are managed by means of a committee of 12 delegates of the men with three nominees of the company, and the regulations are subject to the approval of the directors. This plan is found to work perfectly well (25,966-9, 26,069).

Provident...
and pension
society.

Some years ago there was a pension fund in connexion with the locomotive department at Crewe, but after going on satisfactorily for five years, it met with some opposition from the Engineers' and Mechanics' Society, and was dissolved by a vote of the men, with whom the company were rather unpopular at that time. The fund amounted to 81,000*l.*, which was returned to the company and the men according to contribution. The foremen allowed their money to remain in the company's hands, and they are still being assisted (25,970-6).

Locomotive
department
pension
fund dis-
solved.

Railway service is a very popular employment, and the London and North-Western Company have no difficulty in recruiting their staff. The relations generally between railway companies and their servants are of the most satisfactory character, and the men show an *esprit de corps* and devotion to their work which are highly commendable (25,944).

Popularity
of railway
service.

The witness had had very little personal experience of strikes. Since 1886 there had been two or three small ones on the London and North-Western Railway, generally originating in a demand from the men for an increase of wages and reduction of hours. Between 1871 and 1874, when wages in general were high, there was some agitation, and considerable concessions were made to the men. In 1871 there was a reduction of hours, from 66 to 61 a week, in the goods department in Liverpool. In 1872, after a short strike, a further settlement took place, and the hours were reduced to 57½, and the wages raised 3*s.* a week. There has since been no trouble with the goods men at Liverpool. In May 1872, there was an agitation among the men in the goods department in London, and concessions were made which appeared to satisfy them. A strike ensued, however, owing to the dismissal of a man by the superintendent of the company. It lasted a fortnight, but was defeated by the exertions of the rest of the staff, and the company have had no further trouble with the London men (25,945-7). The wages were increased, but the hours re-

Strike of
the London
and North-
Western
Railway.

Strike in
Liverpool
and London
in 1872.

<p>RAILWAYS, ENGLAND.</p> <p>Garston Dock strike, 1890.</p> <p>Ships blocked by the National Union of Dock Labourers.</p> <p>Strike defeated.</p> <p>Strikes infrequent in railway labour.</p> <p>Prevention of strikes.</p> <p>Recognition of unions.</p> <p>The Amalgamated Society of Railway Servants is not representative.</p> <p>Preference for dealing directly with the men.</p> <p>Mistaken policy of unions.</p> <p>Attitude of the company towards their servants.</p> <p>Legislative interference unnecessary.</p>	<p>RAILWAYS, ENGLAND.</p> <p>Maintenance of discipline.</p> <p>Government inspection.</p> <p>Refutations and explanations of statements:</p> <p>(1) That a man at the Crewe works was dismissed for attending a meeting of the Railway Workers' Union. Questions 25,467-8.</p> <p>(2) That union officials at Watford were dismissed for belonging to the union. Question 25,467.</p> <p>(3) That certain men were dismissed for protesting against a reduction of wages. Question 25,468.</p> <p>(4) That union secretaries and members at Broad Street were dismissed without reason assigned. Questions 25,722, 25,812-24.</p>	<p>mained at 60 a week, instead of being reduced as at Liverpool, which is under different conditions from London, and closes early on Saturday (26,000-2).</p> <p>The most recent difficulty has been the strike at the Garston Dock, which is owned by the London and North-Western Railway Company. In 1890 the National Union of Dock Labourers brought about an agitation among the men for an increase of pay, and the demand was met, as far as possible, to the apparent satisfaction of the men. A question then arose as to the working of ships coming from a port where non-unionists were employed. The difficulty was got over in one case, but the secretary of the Dock Labourers' Union then gave notice to the dock master at Garston that these ships would be blocked, and the men refused to work them. Those who stopped work were dismissed, and then all the dock labourers struck. The whole of them were replaced by other labour, and not one was re-engaged. The strike cost the company 5,000l. or 6,000l., but it was necessary to resist the stoppage of the business of a public dock by a self-constituted authority (25,947).</p> <p>There have been fewer strikes or lock-outs in the railway industry than in almost any other. The witness recollected a strike of engine men on the Midland railway, and the Scotch strikes, of which he knew comparatively little, but he thought that by a little prudence on both sides they ought to have been avoided (25,952). When a strike begins it is a question of relative strength, but that point ought never to be reached. The prevention of strikes belongs to the art of good management. They can sometimes be tidied over by concessions made at an early stage, and, whether concessions are made or not, the result depends on tact and determination, and on interviews with the men. Strikes have generally been due to the men refusing to be controlled by their representatives or by the folly of the representatives themselves (25,948, 26,005).</p> <p>The witness strongly objects, on principle, to dealing with the representatives of trade unions, because in railway work, the proper conduct of the traffic and the safety of the public require that a strict and fair discipline should be maintained, so that the men knew with whom they have to deal. It would be fatal to this state of things if the company were to treat with the Amalgamated Society of Railway Servants on matters affecting discipline and good order. Trade unionism is incompatible with railway service as with that of the army. The Amalgamated Society, moreover, does not represent the whole of the railway servants, probably not 36,000 of the 350,000 or 360,000 in Great Britain and Ireland. Certain classes of men are not eligible for the Amalgamated Society. It may possibly represent a sixth of the traffic department, but, nevertheless, though an influential body, it is not a thoroughly representative one (25,949, 25,952-7). The witness does not object to its existence, but he objects to dealing with the company's employes through any third party, such as the representative of a society, who has no status or responsibility in relation to the company. He has always dealt with the men directly (25,950). The position of a trade union secretary is not analogous to that of the manager of a railway, and the dictation of terms by such a person destroys the freedom of contract between employer and employed. The men have a right to combine in order to improve their position, but the power of contract must remain with themselves, or the situation becomes absurd. The witness would not, under any circumstances, consent to negotiate with the representative of a trade union as to the method of carrying on the business of the railway. He thought that the recent action of the Mining Federation showed the possibility of disastrous consequences from the management of business through a union. The strike which they ordered was to the disadvantage of the men, the general public, the railway companies, and the manufacturers (26,008-18). The witness was prepared to negotiate with the representatives of each grade in the service, and meet all fair demands, and, if necessary, allow them to represent their case before the directors. The position of the men is very carefully considered, and nothing unreasonable is expected from them (26,037).</p> <p>There is no ground for further legislative interference with the railway companies, if they act upon the Parliamentary Report on Hours of Labour in a</p>	<p>proper spirit. Railways are a controlled monopoly, and are quite rightly brought to book by Parliament, where the safety of the public is involved, but the management of their own affairs and the discipline and regulation of the railway must be left to the manager, who corresponds to the colonel of a regiment. An appeal to the directors over the head of the commanding officer ought seldom to be made, and an appeal to Parliament never (25,977). Discipline is not a thing to be carried on by a board of directors, but by the personal influence of men who come in daily contact with the staff, as the district managers and superintendents do. In some cases a man, dismissed through the mistake of an official, has been reinstated on appeal to the directors (26,050-2).</p> <p>The appointment of sub-inspectors under the Board of Trade to go about grievance-hunting on railways is not desirable, and the question has been disposed of by the report of the Committee on Railway Servants (Hours of Labour), after evidence had been taken from the Board of Trade inspectors themselves (25,953-5).</p> <p>The witness referred to certain statements by previous witnesses, affecting the London and North-Western Company (25,977).</p> <p>Mr. Andrew Clark, general secretary of the Railway Workers' Union, had stated that a man employed in the shops at the Crewe works, who attended the last annual meeting of the General Railway Workers' Union, with three days' leave of absence and pay, was, on his return, suspended, and three days later was dismissed the service, no cause being assigned. The witness had ascertained from the chief engineer at Crewe, that this man had been given leave with some difficulty at a very busy time, and had not returned to work on the fourth morning. The foreman, therefore, suspended him, and, on account of previous conduct, it was thought inadvisable to re-employ him. It was not known to his foreman, or to any of his superiors, that he had attended the meeting of the union, until he himself told the foreman so and inferred that that was the reason of his dismissal.</p> <p>Mr. Clark also stated that at Watford the secretary and other leading officials of the branch of the General Railway Workers' Union there, were dismissed, one of them being told by the manager that he must either leave the union or leave the service. The divisional engineer at Watford, who is apparently the officer referred to, affirms that this statement is groundless, and that he has never had occasion to mention the union to the men. If the man alluded to is a carpenter named R. B. Laito, it is true that he was dismissed, but only because he was dissatisfied with his position.</p> <p>With regard to the statement that certain foremen at Crewe, who remonstrated against a reduction of their pay, were dismissed summarily, the chief engineer states that what had taken place was not a reduction of wages, but merely a revision of the mode of payment for certain work, involving no practical reduction. The men worked for a week under the new arrangement, and then left their work, and a few days afterwards sent in an appeal, signed by the majority of them, asking for a conference with reference to their wages. To this a verbal reply was given that they had left the works without notice, and had thus practically discharged themselves.</p> <p>Mr. Clark had also stated that at Broad Street goods station four secretaries of the union and several other members had been dismissed during the past two years, without any reason being given. This statement appears to be absolutely without foundation. The districts goods superintendent at Broad Street asserts positively that he has no knowledge of whether the men are members of the union or not, nor does he interfere or wish to interfere with their being so. It is not possible to identify the four men referred to, but particulars have been obtained of all the men, 140 in number, who have left the service or been discharged at Broad Street in the last two years, and it has been found that in every case there was good cause for dismissal, quite apart from any question of trade unionism. There were only two men out of the 140 whose connexion with the union was known to the superintendent. One of them allowed his membership of the union to interfere seriously with his duties, and his irregularities made it neces-</p>
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sary to discharge him, the directors confirming his dismissal on appeal. The other was a warehouse foreman, who was slovenly and careless and addicted to drink. He was offered employment in a lower position, but decided to leave the service, and did so, receiving a benefit of 37l. 10s. from the provident society. The superintendent states that no man at Broad Street is ever discharged without full inquiry into his case, and every opportunity of defending himself.

(5.) That 20 porters at New Street were fined for being 15 minutes late on duty, and that men are habitually fined for slight offences, to deprive them of their leave of absence. Question 24,172.

Mr. Clifton, who represented the Birmingham branch of the Amalgamated Society of Railway Servants, and was formerly a signalman in the company's service, stated that 20 porters at New Street Station, Birmingham, were on one day fined 2s. each for being 15 minutes late on duty, and that guards and brakemen in the Birmingham district, are habitually fined for very slight offences, which, under the rules, has the effect of robbing them of their leave of absence. The witness stated that it was true that 21 porters at New Street had been fined 2s. each in June 1891 for being late on duty. Of these, 15 were 15 minutes late, 12 were 20 minutes, five were 30 minutes, and one was 70 minutes late. The staff had become very irregular in time keeping, and after an ineffectual warning it was thought necessary to make an example, with the result that since then only two men have had to be fined for unpunctuality at New Street. The statement that men are habitually fined for slight offences with the object of depriving them of their leave of absence is incorrect. There is a connexion between fines and loss of leave, but a single fine for a trivial offence is not noticed.

(6.) That Mr. Clifton was discharged for being concerned in an agitation for reduction of hours. Questions 24,170-B.

The witness contradicted the statement that Mr. Clifton was dismissed for being concerned in an agitation on behalf of the signalmen on 12-hour shifts in the Birmingham district. The facts were that Mr. Clifton addressed a long communication to his superintendent, in which he mentioned a series of irregularities in block-working, which he alleged to have been committed by his fellow-signalmen and remedied by himself. The superintendent went into all the charges, and Mr. Clifton failed to establish any of them, on being confronted with the persons implicated. He was, therefore, considered a dangerous man to remain in the service, and was dismissed. Had the charges been true, he would equally have deserved dismissal for failing to report them at the proper time.

(7.) That six porters at New Street worked excessive hours on certain days. Question 24,180.

With regard to the statement that six porters at New Street were on duty 16½ hours on the 26th March 1892, and 18½ hours on the 2nd of April, the witness admitted that these men had worked overtime to the extent named on those days, but it was under exceptional circumstances, and the station master had been censured for allowing it. Arrangements have been made to employ temporary men in such cases in future.

(8.) That the hours of shunters and foremen have recently been increased. Question 24,180.

The statement that the hours of the shunters at Birmingham were altered from 12 to 10 hours a day, while the Select Committee on Railway Servants (Hours of Labour) was sitting, but that since its adjournment they had been altered back to 12, and that the hours of the firemen at Curzon Street had recently been increased from 10 or eight to 12, is explained by the fact that the hours of these men are different in summer and winter. The change takes place in April every year in the ordinary course.

(9.) That the company compelled the men to join the insurance society on the reconstitution. Questions 24,321, 24,322.

The statement that Mr. Clifton and another signalman were told, when the company's insurance society was reconstituted, that they must either join it or find other employment, appears to be groundless. The district inspectors were instructed to see each man and explain the matter fully, letting them understand that it was entirely optional for them to join the society and contract themselves out of the Act, or not. Several men in that district declined to sign the form of contract at the time, but afterwards voluntarily did so.

(10.) That Haynes was removed for conducting an agitation for advanced wages. Questions 24,358-65.

With regard to the case for the removal of the signalman Haynes for conducting an agitation on behalf of his fellow-servants, the witness stated that Mr. Haynes was treated with every courtesy at his interview with the superintendents, and an advance of wages was granted at his request, but on his continuing to agitate he was removed from Birmingham and promoted to the post of station master at Great Barr. The district superintendent explained to one

of the deputation which came to protest against this step, that the company could not allow the Amalgamated Society to interfere in a question involving the discipline of the service (25,981).

The statement that railway men dislike very much the system of the ownership of cottages by railway companies for their accommodation, is not well founded. The only reason for such dislike is that it gives the companies more power over the men, but the witness thinks that the present state of things is greatly to the advantage of both parties (25,982).

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(11.) That railway servants dislike being the company's tenants. Question 25,000.

Mr. WALTER JAMES HARRISON.

A canvasser in the service of the Midland Railway Company (27,360-1).

Gave evidence with regard to the Midland Railway superannuation fund.

Midland Railway superannuation fund. Object of the fund.

The object of this fund is professedly to provide superannuation and other retiring allowances for the clerks and other salaried officers of the Midland Railway Company. It is not a sick fund, though if a man is completely incapacitated after 10 years' membership, the committee may allow him a certain sum. It is confined to the salaried staff, but within that it applies to all grades.

It is managed by a committee of six, of whom three are appointed by the members, and three by the directors of the company, but one of the nominees of the directors must act as chairman, with a casting vote when required, so that of seven available votes, four are in the hands of the company.

Management.

The number of members on January 31st, 1892, was 5,561. The actuaries a short time ago pronounced the fund insolvent, but since then a change has been made, by which the benefit to a certain section of the members was extended. The witness thought that in its present state a large amount of money was accumulating which the members would never touch (27,362-70).

Number members.

Condition of the fund.

The witness objected to the change which had been made in order to remedy the insolvency of the fund. It consisted in an increased scale of payment for new members over 28 years of age, by which their contributions were made to exceed the limit fixed by the Midland Railway Additional Powers Act of 1867. The Act provides that the per-centage of their salaries which the officers and servants of the company shall contribute to the fund, shall not exceed the rate of 2l. 10s. for each 100l. of their respective salaries, in the case of officers under 40 years of age at the time of becoming contributors to the fund. The case might have been met, without infringing the Act, by reducing the amount of allowance, for which there is no fixed sum. There is a rule that all clerks and salaried officers shall become members of the fund after a particular date, but the payment of the extra contribution is voluntary (27,371-7).

Objections to a change in the scale of payment. Allowed infringement of the Act establishing the fund.

The extra contribution entitles members joining after the age of 28 to a scale of allowance under Table 1, that is, the scale provided when the fund was established. The ordinary contribution, which is compulsory, entitles them only to a scale of allowance under Table 2, that is, a new and lower scale. The difference between the two is considerable. Under Table 2, such a member, after contributing for 10 years, would be paid an allowance amounting to 64 per cent. on his average salary, while under Table 1 the payment in a similar case would be 25 per cent. on the average salary. The new rule thus presses unfairly on those contributing under Table 2, and it is contended that the pressure should have been put on those who were already contributing under Table 1 (without extra payment) and thus receiving more than their fair share (27,431-4). The scale of allowance is regulated by years of service. The extra payment is probably in lieu of a longer period of membership (27,463-5). A further cause of complaint is, that whereas another section of the same Act provides that the company contribute to the fund a sum equal to the total amount of the members' contributions, this provision is infringed under the existing rule. For the year ending January 31st, 1885, the members contributed 950,000l. 18s. 6d., while the company contributed 9,192l. 1s. 1d. From that time the company's subscription has always been less than that of the members. In 1887 the difference was 46l. 19s. 2d.; in 1888, it was 60l. 19s. 11d.; in 1889, it was 93l. 11s. 10d.; in 1890, it was 100l. 0s. 2d.;

Operation of the existing scale.

Allowed infringement of the Act.

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Decision of
the com-
mittee of
manage-
ment on
this point.

Evasion of
the Act.

Forfeiture of
contribu-
tions on dis-
missal for a
gross fault.

Manage-
ment of the
fund com-
pulsed of.

Appoint-
ment of
actuaries.

Effect of the
fund on the
salaries of
members.

and in 1891, it was 113*l.* 0*s.* 4*d.* In the balance sheets this difference is described as "extra payments " by entrants over 28 years of age." The number of such members is very small, but the principle at stake is large (27,378-97). The witness had stated his views on the matter at the general meeting of the society in 1885, and the question was referred to the committee for consideration. The committee decided that no claim upon the company for further payment could be made, and the witness had not brought forward the matter again, as it had been decided without his being heard. It would be impossible to obtain the election of three members of the committee who would agree with the witness, since no one, in his opinion, would have a chance of election unless favoured by the committee. Another difficulty is that before a nomination can be made, the name of the candidate must be posted at the company's general offices for a given period, and there is supposed to be an element of danger in that condition (27,398-410).

The witness believed that the term "extra payment," which had appeared in the balance sheet since 1885, was adopted with a view to evading the Act, but he contended that by whatever name the sum contributed by the members was called, the company ought, under the Act, to cover it by an equivalent contribution. Railway servants have no proper remedy against any of these illegal practices (27,466).

The witness pointed out that according to the Act the fund was to be established for retiring allowances as well as superannuation benefits, but that any member dismissed the service for dishonesty, or retiring to avoid such dismissal, forfeits the whole of his contributions. It is contended that the penalty incurred under the common law is sufficient in such a case. A man leaving the service for no reason discreditable to himself, formerly received half his own contributions and 4 per cent. simple interest. He now receives the full amount of his contributions, without interest. It is contended that the whole sum standing to his credit should be paid to him, including the company's contribution, with compound interest for the time of his membership. If a man dies the whole sum is paid to his representative, but without compound interest (27,413-24).

The witness objected to the whole principle on which the society was based, the principle, namely, of employers having the management of the workmen's money. In this case a railway servant is afraid to suggest an improvement in administration lest he should seem to be attacking his employer (27,425-6). The company may have a right to some control, in virtue of their contribution, but not to absolute control, since the servants have more interest in the matter than the company. It is contended that even the company's contribution is practically a part of the men's own earnings, and ought to be under their control (27,436-7). The same objections would not apply if membership of the fund were voluntary, but even then there might be pressure which would amount to compulsion (27,430). A fund established and controlled by Government, entirely apart from the employer, would be preferable. The companies should then be compelled to contribute as well as their servants, if compulsion were found necessary (27,456-60).

There are three actuaries appointed in connexion with the fund, one of whom is appointed by the directors, one by the members, and the third by the two former. The members as a body know little or nothing about actuarial duties, and it is suggested that the third actuary should in preference be appointed by the Registrar of Friendly Societies, or by some other independent authority. The witness had not proposed this change to a meeting of the society, because he had found it impossible to get a resolution inserted in the agenda, and nothing can be discussed except what appears on the paper (27,438-44).

The witness considered that this fund had the effect of reducing the salaries of the members. The actuaries' reports to the committee of management show that while the salaries of boy clerks had increased between 1880 and 1890, the salaries of those over 18 years of age had decreased, up to about the age of 50, at which a steady increase in average salary begins. The witness inferred from these facts that the fund had been used as a controlling force. To secure these clerks, the Midland Railway Com-

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pany had paid them increased wages on their entrance into the service, and had brought down their salaries as soon as they had a hold on them through their contributions to the fund. Again, the difference saved in the wages of the more poorly paid staff had been added to the wages of those in the higher positions of the service, as the result of a saving in expenditure. The company, in fact, paid less wages in 1890 compared with 1880, by a sum of 19,934*l.*, and they contributed to the fund in 1890 a sum of 11,183*l.*, thus gaining a net profit of 8,751*l.*, which shows that the action of the fund is detrimental to the interests of their servants. The clerks have no power to put an end to the fund, because it is established under the Act, and there is no provision for the manner of its abolition. Moreover, they do not like to attack it or attempt to remedy grievances, lest they should be thought to be attacking the company (27,445-55). The witness did not regard the improvement in education as the cause of the rise in the salaries of young as compared with middle-aged clerks. The facilities required for ordinary clerks' work are now more commonly met with, but this does not account for the fall in some of the salaries, since railway clerks' work takes a lifetime to master completely.

The increasing responsibility of the posts in higher grades does not account for the rise in the salaries of clerks over 45 or 50, since men below that age also have posts of increasing responsibility, but their salaries have fallen. The older clerks have the control of other sections of servants, and their salaries are raised on account of a reduction of expenses in their departments, which reduction comes out of the salaries of those under them (27,467-86).

The witness merely stated his own opinion, and did not represent the members of the society. He objected to taking the lead in anything like a combination, as the company disapprove very strongly of combination among their clerical staff (27,411-2).

Members of
the society
not repre-
sented.

Mr. JOHN ABBOTT.

A signalman in the service of the Midland Railway Company (28,022-3). Had been so for more than 26 years (28,043). Gave evidence with regard to the strike of goods guards on the Midland Railway in 1879 and of drivers in 1887, so far as they had affected his own grade. In 1879 the witness was chairman of the Wigston branch of the Amalgamated Society of Railway Servants. The guards' strike at that time caused a considerable increase of difficulty and responsibility in the work of signalmen, because the inexperienced men who were taken on did not understand their duties, and also the older guards who returned to work did not show the same efficiency as before the strike. No accident has occurred from this cause, but delays have resulted from the signalmen not receiving sufficient information from the guards as to their movements. In the case of the drivers' strike, the same difficulty was caused by the inexperienced men not understanding how to give signals by whistle. The witness referred to this in order to point out the error committed by railway companies in doing anything that deprives the service of the experience of men of long standing (28,024-35).

Strike of
goods guards
on the Mid-
land Rail-
way in 1879.

Strike of
engine
drivers in
1887.

The movements among signalmen on the Midland Railway in the past 25 years have been difficult, owing to the isolation of the men and their division into different classes. With the increase of traffic and the introduction of interlocking signals and the block system, the duties of signalmen became heavier and more responsible, and they became discontented with their wages and other conditions of service. In 1878 meetings of the men were held in the various large centres, and a memorial was drawn up to be submitted to the directors. A request for an interview with the directors, to consider the contents of the memorial, was sent through the superintendent of the line. In the meantime, however, the company proposed a reduction of 1*s.* a week each in the wages of signalmen, to begin from January 10th, 1879. At two well attended meetings of the men at Leicester on the 18th and 19th of December, resolutions were passed to the effect that in view of the circumstances, any reduction in wages or increase in hours would be considered a great injustice and totally inconsistent with the best interests of the public, the company, and servants, and that no alterations in the conditions of service to the disadvantage of the

Movement
among the
signalmen in
1878.

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ENGLAND.Strike
averted by
interview.

men would be accepted, unless mutually agreed to by their representatives and those of the company. These views were widely published, and public sympathy was on the side of the men. It was fully expected that the signalmen would join the guards in the strike, but this result was averted by an interview between the men and the directors. The answer of the directors was, that though they could not withdraw the general reduction of wages of which notice had been given, and which they considered fully justified by the rates of wages paid by other companies, they were prepared to carry out a reclassification of the signal-boxes, owing to the increased importance of some of the posts on the line. They

would place some important main line boxes in a special class without reduction of wages, and would increase the number of eight-hour boxes, and otherwise re-adjust the classification.

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A verbal promise was made that this resolution would be carried out in a liberal spirit. This was done, and many of the signalmen received, instead of a reduction of wages, an actual advance in increased bonuses. Since that time there has been no difficulty about the signalmen meeting the directors.

The witness was strongly in favour of the establishment of an arbitration board (28,037-9).

Board of
arbitration
recom-
mended.RAILWAYS,
SCOTLAND.

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Witnesses examined:—

Mr. A. BALLANTYNE, Assistant Secretary to the Amalgamated Society of Railway Servants for Scotland.
Mr. A. CAMPBELL, Working of the Conspiracy and Protection of Property Act and of the Scotch Law of Arrestment.

Mr. J. PAISLEY, Organising Secretary of the Amalgamated Society of Railway Servants for Scotland.

Mr. J. CONACHER,
Mr. M. HOLMES, and
Mr. J. McLAREN, } General Manager, General Superintendent, and Locomotive Superintendent of
the North British Railway Company.

Mr. A. GOODLET,
Mr. T. BALLANTYNE,
Mr. J. MUDDIE, } Caledonian and Scottish North-eastern Railway Companies' Service.
Mr. W. MELROSE, and
Mr. C. FOX,

Mr. J. THOMPSON, General Manager of the Caledonian Railway Company.

Mr. ANDREW BALLANTYNE.

Assistant Secretary to the Amalgamated Society of Railway Servants (Scotland) (25,031).

Railway
labour in
Scotland re-
presented.

Before his appointment to that post the witness was for 14 years in the service of the Caledonian Railway Company, beginning as a telegraph boy in 1873, at the age of 13, and working through the grades of signal lighter, spare signalman, and signalman. He joined in the strike of 1883, but was re-engaged, first as shunter, and then as spare brakesman. In 1885 he was seriously injured, and was then employed as mineral checker till his resignation in March 1890 (25,035, 25,132-4, 25,304-25).

Amalgamated So-
ciety of
Railway
Servants
(Scotland).

The Amalgamated Society of Railway Servants for Scotland has existed since 1873, and has now about 4,000 or 5,000 members (25,033-4). At the time of the strike of 1890 its membership was about 8,000. The witness could not say in what proportion the members were distributed among the three principal Scotch railway companies (25,357-60).

He wished to lay before the Commission the conditions of labour in the various grades of railway service in Scotland.

Hours of
labour a
cause of
complaint.

Complaints have been made for many years of the long stretches of hours which are worked, especially in the traffic departments, and of the short rest which the men are allowed before going on duty again.

Regular
hours of
different
grades.

The regular hours of the various grades are as follows:— On the Caledonian and North British railways the hours of engine drivers and firemen, of passenger and goods guards, yardsmen, shunters, and porters are 72 a week. On the Glasgow and South-western Railway the hours of engine drivers and firemen are 120 a fortnight, but that is often exceeded. The hours of mineral guards on the Caledonian Railway are 12 a day; these are the only men in the traffic departments who have each day standing by itself. The hours of signalmen range from eight a day in busy places to 10 and 12 a day. The hours of platelayers are 56 and 58 a week.

Aggregation
of hours ob-
jected to as
unfair and
dangerous.

The Scotch system of aggregating the hours for the week or fortnight is unjust to the men and dangerous for the public. A man works long hours on certain days, and is then booked off for the rest of the week, and perhaps short paid at the end. The witness and those whom he represented were strongly of opinion that "each day should stand on its own legs." If this plan were carried out, and all overtime taxed by a higher rate of payment, long hours would be reduced to a minimum, and the men's employment would be more regular, and also their rest, which is more important for the safety of the public (25,035).

The witness would have less objection to a man working long hours one day and short hours the next, if it were a special case of necessity, and if he were paid at overtime rate after 12 hours; but considered, nevertheless, that in the interests of the travelling public a man should be prevented from working long hours on a railway even if he wished it. In most cases the men themselves dislike the aggregation of hours. The witness did not contemplate the employment of more men if the system were discontinued (25,063-6, 25,117-22).

He could give no instance of the danger resulting from the aggregation of hours, but stated that figures could easily be obtained, showing in how many cases of accidents reported on by the officials of the Board of Trade men concerned in the accident had been unduly long on duty. As an illustration of the working of the system, an instance was given of an express passenger driver between Perth and Carlisle. He would perhaps leave Perth at 8.30 a.m., and arrive at Carlisle at 12.30. In some cases he has four hours in Carlisle, but he may be detained three-quarters of an hour in the Citadel station waiting for a signal. When he reaches the engine shed, probably at 1 p.m., he has to prepare his engine for the return journey, and to examine the axles and springs, and every little detail. In short, he has no time for resting before leaving again at 5 o'clock, and by the time he reached Perth, if he took this journey five or six days a week, his state of exhaustion would be dangerous to the public. His total hours on duty would be 154 (25,583-624). The guard of the same train would have two hours to spare at Carlisle; the remaining time is employed in checking and delivering luggage and parcels, and in making out journals, principally the latter, since the delivery of parcels takes place in the eight minutes before the departure of the train. On his return the guard is unfit for his duties through exhaustion (28,625-80). A through guard between Perth and London is still longer on duty, and sometimes arrives too much exhausted to do anything. It is no advantage to have a through guard in such a case. No instance occurred to the witness of accident or inconvenience arising from the overwork of a through guard, but he thought the men "had their opinions" on the subject though they were prevented from expressing them (25,661-70).

Illustration
of the work-
ing of the
system.

The time spent at a station between two journeys is not always counted into the day's work of an engine driver, because some companies book the men off as soon as they arrive. This system has been adopted since the strike of 1890, and is becoming very general. It is contended by those whom the witness represents,

Booked
during
value

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that a man should be considered, on duty from the time of going to work till the time of leaving, unless he has a sufficient interval for rest. Some railways are more stringent than others in this matter (25,089-91). Booking off during intervals is common both on the North British and the Caledonian Railways. The witness instanced a certain goods train between Edinburgh and Glasgow (25,727-45).

Length of actual working time.

In some cases the actual time on the engine is 12 hours a day or more, up to 16 hours. The witness explained that he did not mean that the whole time was spent in driving, for an engine driver's duty includes examining his engine and keeping it in order, which is nearly as great a strain as driving it (25,140-53). Pilot engine drivers have very little rest between going on duty and coming off. According to the rules they have 20 minutes for breakfast and 20 minutes for dinner, but they sometimes shunt for 12 hours without an interval, taking their meals on the engine. This has occurred at Buchanan Street and at Sighthill. In College Yard the matter has been remedied on complaint from the men. The pilot men there have an eight hours' day (25,267-82).

Falsification of returns.

The hours of labour are not always accurately reported by the companies in their returns to the Board of Trade. The Highland Railway reported that they had no men working over 12 hours a day. The witness knew it to be a fact that passenger engine drivers on that line frequently worked over 12 hours. There are similar instances in the case of the Caledonian and North British Railways. The subordinate officials sometimes alter the figures in the books, or, as in one instance on the Caledonian Railway, return the booked time of the train instead of the actual time on duty (25,822-51). (See Appendix 201.)

Hourly and weekly wages, and payment for overtime and Sunday work.

The wages of the various grades are as follows:—On the Caledonian and North British Railways the wages of engine drivers are from 44s. to 72s. an hour, and of firemen from 3d. to 4d. an hour. Overtime is paid at the rate of time and one-fifth, after 72 hours a week. Sunday duty is calculated in the aggregate, but at the rate of time and a half. The wages of passenger guards range from 34s. to 42s. an hour. There are some who have a higher rate, but they are either through guards or conductors. They have no payment for overtime, and Sunday duty is paid at the ordinary rate. The wages of goods and mineral guards range from 34s. to 5d. an hour; overtime is paid at ordinary rate. Mineral guards on the Caledonian Railway are paid for Sunday duty at the rate of time and a half. The wages of yardmen and shunters range from 3d. to 4d. an hour, with no overtime payment. The wages of signalmen range from 15s. to 23s. a week, with no overtime payment, and Sunday work at the ordinary rate, 1s. being the minimum. Porters' wages are from 14s. to 18s. a week, with no overtime payment, but in some places they are made allowances for turning out to Sunday trains. Platelayers' wages are from 17s. to 19s. a week, the foreman of each squad having 2s. or 3s. extra (25,035). The aggregation of hours is chiefly complained of on account of its effect upon the payment of wages. As an instance of the injustice of the system, a case was mentioned in which a man worked from 12 to 15 hours a day for 10 days, but was short paid at the end of a fortnight because he had had two "shop" days, or days off duty, and his aggregate hours were only 115½, the standard fortnight's work being 144 hours. This occurred at Alexandria, on the North British line, though it was stated on behalf of the North British Company before the Select Committee on Railway Servants, that they invariably paid a man full time for working his full "diagram" (25,696-308). In some cases men have turned out to work 13 or 14 times in a fortnight, and yet have not received 12 days' pay. Sometimes two of these turns of work occurred on the same day, and sometimes there was only a short turn of work in the day, but only the actual number of hours worked was paid for. It is contended that a man, whether an ordinary or a spare workman, who is entirely at the disposal of the company, ought to be paid a full day's wages each time he is called on duty. Railway servants are prohibited from taking any other employment, and from trading in any way, even through members of their family, and the company ought, therefore, to pay them for their whole time (25,694-710, 25,126-31).

The aggregation of hours, as affecting wages.

Trip system.

The trip system of calculating wages is objected to:—If the journey is not finished within the allotted time,

RAILWAYS, SCOTLAND.

Terms of engagement.

an engine driver on the trip system is not paid for the extra work, though the delay may be due to circumstances over which he has no control (25,177-9). According to the rules of the North British Railway Company, the notice required for the termination of service is one month for station masters, clerks, checkers, inspectors, detectives, guards, brakemen, ticket collectors, engine drivers, firemen, signalmen, marshmen, yardmen, shunters, and watchmen; and 14 days for porters, carters, gatekeepers, horse drivers, and platelayers.

On the Caledonian Railway the notice required is three months for heads of departments, two months for chief clerks and superintendents of principal stations, and one month for other clerks and station agents, two weeks for guards, engine-men, firemen, and platelayers, and one week for porters, pointsmen, signalmen, gatemen, labourers, &c. No servant may quit the company's service without giving due notice in writing to his superior. Any officer or servant may be discharged without cause assigned, on receiving the proper period of notice or equivalent wages, or there may be immediate dismissal for disobedience to orders, negligence, misconduct, or incompetence (25,035). The witness stated, however, that it was quite common for men to be dismissed without notice or wages, though for none of the causes specified. In some cases the Amalgamated Society had made a successful application for payment of wages in lieu of notice, and in some cases had sued the company in a court of law. There had been four cases of such application in connexion with the Caledonian Company in the last two years, but no instance of legal proceedings (25,035, 25,087-8, 25,438-54).

Discharge without notice or wages.

Another rule of the Caledonian Railway Company is that "all dwelling-houses specially appropriated by the company for the accommodation of their servants" "as such are only let during their employment," and any servant receiving or giving notice to leave the service is obliged to remove from such a house without any other notice, and also to remove without any notice whatever, on his dismissal or resignation without notice or desertion from the service (25,035). It is complained that on these terms the occupation of companies' houses puts the men entirely in the power of their employers. They are often prevented from taking other, and better situations through the necessity of removing at other than the customary removal terms, when houses are not to be had (25,059). The witness did not object to railway companies letting houses by the month to their servants, as the Caledonian Company do in some cases, but to the occupation of houses during the term of service only. These houses are let at a moderate rent, and in many cases are close to the men's work, but the witness believed that the advantage thus gained was very small (25,746-71).

Occupation of companies' houses.

Railway service is not a popular employment in Scotland. The witness very much questioned the statement that the Caledonian Company had two applications for every vacancy during the strike (25,711-4). "It is true that more men seek employment of railways than can obtain it; but that is the case with every kind of work (25,724-6). The witness did not think many men were anxious to leave other employments to enter the railway service, or that admission to it was regarded as a favour." In some cases agricultural labourers apply for employment on a railway, because work is daily becoming scarcer in the agricultural districts, and railway employment offers a better prospect of getting on (25,883-95).

Railway service unpopular in Scotland.

The most numerous class employed on Scotch railways is that of engine drivers and firemen. The number of porters cannot be ascertained, because they are not included in the Board of Trade returns, but it is estimated to be about equal to the number of signalmen. The books of the unions would not show the total number in any grade (25,904-14).

Number employed.

The witness believed that if employers would recognise that their workmen have the same right to combine that they themselves have, and would treat with them accordingly, many of the disputes which result in strikes would be amicably settled (25,054, 25,573). He stated that the Caledonian Railway Company objected to the men in their service joining a union, and mentioned a case in which a Caledonian official had bribed two men to leave the Amalgamated Society. The witness declined to give any names which would lead to the identification of the men (25,573-82). None of

Recognition of the union.

RAILWAYS,
SCOTLAND.Strike of
1888.
Immediate
cause of the
strike.

the Scotch railway companies recognise the Union in any way (25,929-30).

The witness had taken a prominent part in the strike on the Caledonian Railway in 1883, and described its circumstances (25,330). It was caused by the company ignoring a petition presented by a committee of the men, quite apart from the Union. The men then held a meeting in the Hamilton locality, and passed a resolution to take an idle day. The Amalgamated Society then communicated with the Caledonian manager, and the strike took place (25,157-65). There were then, perhaps, 3,000 or 4,000 men in the traffic department, and, at some of the centres, such as Perth and Stirling, almost the whole of them struck. The total number that struck was over 2,000 in the witness' opinion, but he had no proof that it was not less (25,331-41).

The strike lasted a week. The men would have returned to work sooner if the Caledonian officials had not dismissed the men who had taken an idle day, and also some of the men in the Stirling district who would not go to Hamilton and Motherwell. The object of the strike was to obtain a 10 hours' day for the goods men. The mineral guards, who already had a 10 hours' day, joined in the strike from the fear that the hours might be equalised by increasing their own to 12 hours a day (25,157-70).

Their object was not attained, but the men went back on the promise that their petition would be received, and that the managers would meet them and discuss their grievances. The meeting took place, but the only result was that the wages of the mineral brakemen were raised. There had been no demand for an increase of wages, the question was one of hours (25,342-54). In 1885 the locomotive superintendent sent for a deputation of men whom he selected himself, and announced that the mineral guards were to return to their 12 hours' day. The witness regarded this as showing that no faith could be placed in the company's officials (25,171-6).

Strike of
1890.
Hours of
Labour Re-
turn for De-
cember 1890.

The witness gave an account of the Scotch strike of 1890, handing in a summary of the Board of Trade return of hours worked in excess of 10 hours a day, for December 1890. (See Appendix 156.) This was the last published return. It referred to the Glasgow and South-Western, the North British, and Caledonian Railways, and to a period immediately preceding and partly during the strike, except in the case of the Caledonian return, which included only three weeks, from the 1st to the 20th of December. The witness pointed to the facts shown in these returns as a vindication of the action of the men in striking. The Glasgow and South-Western Company, according to the return, employed 72 passenger guards and 194 passenger engine drivers and firemen in December 1890, in which grades the overtime worked in that month was 4,144 hours. The goods guards, numbering 219, and engine drivers and firemen, numbering 390, worked altogether 8,827 hours overtime. The 381 signalmen worked 7,486 hours overtime. The aggregate overtime worked by the 1,256 men in these five grades was 20,457 hours. The witness assented to the suggestion by a member of the Commission (Mr. Tait), that on the 10 hours' system that number of hours would amount to 2,045 days' work, and that if this figure were divided by six it would show that employment could have been given to 340 more men, for one week of six working days* (25,180-92, 25,356).

The Caledonian Company employed, in December 1890, 168 passenger guards and 342 passenger engine drivers and firemen, who worked altogether 5,546 hours overtime between the 1st and the 20th of that month; 597 goods and mineral guards, and 1,179 goods and mineral engine drivers and firemen were employed, and worked 27,627 hours overtime. The signalmen, numbering 875, worked 5,503 hours overtime. The total amount of overtime worked by the 3,161 men in these grades was 38,676 hours, or 3,867

* In a letter to the secretary, dated February 11th, 1893, accepting some suggested revisions of the text of his questions, Mr. Tait accepted also, as a deduction which was "exactly what he desired to prove," the following passage from a letter addressed to him by the secretary, February 8th, 1893:—"To carry this reasoning one step further than is done in the evidence, we may say roughly that the total amount of over-³⁴⁰ time would occupy $\frac{20,457}{6} = 3,409\frac{1}{2}$ men for one month, taking roughly four weeks to a month. The argument deducible from this result is, that if the Glasgow and South-Western had worked no overtime, i.e., no more than 10 hours, they could have given regular employment to about 58 more men, i.e., to about 1,341 men instead of to 1,283 men." (See Appendix 156 to the Minutes of Evidence).—G. D.

days, which, according to the same calculation as before, would show that 644 more men could have been employed (24,193-200, 25,356). The North British Company employed 227 passenger guards and 448 passenger engine drivers and firemen, who worked 9,787 hours overtime; 677 goods guards and 1,291 goods engine drivers and firemen, who worked 32,491 hours overtime; and 1,062 signalmen, who worked 18,707 hours overtime. The return further shows that in the same month the North British passenger engine drivers and firemen worked 18 hours or upwards on 244 occasions; the goods engine drivers and firemen on 3,544 occasions, and the signalmen on 196 occasions. The witness did not think that the men neglected their work while making arrangements for the strike (25,201-11, 25,356). Those returns which include part of the period of the strike naturally show less than the normal amount of work (25,037). The movement for a reduction of hours on these lines began in 1889, when a circular, stating the requirements of the Amalgamated Society of Railway Servants, was sent to all the Scotch railway companies. The programme thus set forth was as follows:—

- (1.) That a universal 10 hours' day be the maximum day's work for all grades of the service.
- (2.) That the custom of reckoning the hours of labour by the aggregate fortnight's work be dispensed with, and that each day stand for itself.
- (3.) Time and a quarter pay for overtime.
- (4.) Time and a half pay for Sunday duty, such to be reckoned from 12 p.m. on Saturday till 12 p.m. on Sunday.
- (5.) That eight hours per day be the maximum day's work for yardsmen, shunters, ground pointsmen, and locomotive men and others engaged in busy shunting yards.
- (6.) That more cabins presently working on the 12 hours' system be placed on eight hours per day.
- (7.) That a universal agreement for regular annual holidays be put in practice.
- (8.) That the running of trains upon the trip or contract system be abolished.
- (9.) That owing to the whole time of all grades being placed at the disposal of the companies, it be a condition of service that all men be guaranteed a week's work, and when called out for duty at any time, or waiting orders by instructions, a full day's pay be paid, and the custom of booking men off duty for periods during the running of their maximum day's work be abolished.

The witness handed in a copy of the circular (see Appendix 157).

After a long correspondence with the companies, and a large number of meetings of the men, it was agreed, on taking a plebiscite, by a majority of 471, to accept the offer made in a circular by the companies to the men. The offer was that the men should meet a committee of the directors of the three principal railways. Deputations were appointed for that purpose, and the North British meeting took place on the 8th of January 1890, the Caledonian on the 15th January, and the Glasgow and South-Western on the 21st and 22nd. On presenting themselves, the deputations were in each case requested to meet the directors in sections or grades. This they refused to do, because it was not in accordance with their appointment, and they knew from experience that the result of dividing themselves would be to increase the number of victims, that is, of persons dismissed for acting as delegates. The union also deprecated any sectional action, because the grievance with regard to hours was shared by all grades indifferently, and it was thought that the only way of obtaining a 10 hours' day for any class was to obtain it for all (25,037-9, 25,396-903). This policy, in the witness' opinion, was justified by the event, since three members of the deputation to the Caledonian Railway Company, a passenger guard, a signalman, and an engine driver, were dismissed within a few months for offences which under ordinary circumstances would only have involved a small fine. The witness produced written statements by the persons concerned, in support of the above statement. He was not aware that any other dismissals took place in connexion with the negotiations of January 1890. In previous movements of the kind the same thing had occurred (25,039-48).

After this negotiation, or attempt at negotiation, though concessions in wages were made on the whole of the

RAILWAYS,
SCOTLAND.Beginning
of the mov-
ment for re-
duction of
hours.Programm
of the Am-
algamated S-
ociety of
Railway
Servants.Meeti-
ngs between the
companies
and the
men.Dismissal
of dele-
gates.Further
action.

RAILWAYS,
SCOTLAND.

Preparation
for a strike.

Meetings of
the Amalgamated
Society.

Executive
committee
opposed to
an immediate
strike.

Resolution
in favour of
a strike,
December
21st 1890.

Number and
class of men
concerned.

lines, the hours practically remained the same, and the men were very much dissatisfied. Meetings were held all over the country, and further communications were entered into with the railway companies. The North British Company were offered arbitration, and refused it. The witness handed in documents comprising copies of the correspondence with the companies, of the circulars read at all the centres, and the resolution agreed to at the meetings (see Appendix 158).

These papers, dated from May 1890 to December 21st, 1890, show that the executive of the Amalgamated Society had come to the conclusion that a strike was necessary (25,049-51, 25,215-6). They therefore asked the men to place their resignations in the hands of the society, to be sent into the various companies at a time to be agreed upon by the executive committee. The number of resignations handed in up to the 7th of December 1890 was reported to a large meeting held in Glasgow on that day. The total for the three railways was 4,173, which number the executive considered insufficient to justify a strike, as the members of the union on those lines numbered at that time about 8,000. The executive committee, therefore, submitted a resolution to the meeting that more resignations should be called for. An amendment was proposed, to the effect that a strike should take place, and it was resolved that meetings should be held all over the country on December 14th, to consider the propriety of stopping work on December 21st (25,051, 25,359, 25,538-41). On the 14th of December 34 meetings of railway men were held in Scotland to consider the two proposals. The resolution of the executive committee to endeavour to get more resignations was carried at all the centres except Glasgow, Hamilton, Motherwell, Dundee, Coatbridge, Montrose, Grangemouth, and Ayr. The number of men who attended all the meetings, exclusively of that at Glasgow, was about 2,100, and of that number under 600 voted in favour of a strike, 575 accepted the proposal of the executive, while the rest abstained from voting at all. It was then arranged to hold meetings on Sunday, the 21st of December, at 2.30 p.m., at the seven centres which had voted with Glasgow, and in Glasgow at 12 noon, that the result of the Glasgow meeting might be made known at the other centres when they met. Mr. Tait, the general secretary of the Amalgamated Society, spoke at Glasgow on the 21st, and described the position of affairs, adding that, whatever the resolution of the meeting might be, he hoped it would be unanimous. The executive committee again put the motion, that more resignations be called for; but an amendment, "that we do not resume work," was carried by a majority of 660 to 81. Mr. Tait, when he found that the men wished for an immediate strike, then proposed that the result of the vote should be telegraphed to the other centres, and that those present at the meeting should endeavour to prevent the rest of the railway men in Glasgow from going on duty, and bring them to another meeting that evening. At the second meeting the attendance was twice as large, and it was unanimously resolved that a strike should take place. The result of these meetings was telegraphed to other centres, and delegates were also sent to various centres to inform the men of what had passed. The strike then became general all over the three principal lines in Scotland, and lasted for six weeks, except on the Glasgow and South-Western Railway, where work was resumed in the second week. It was contrary to the deliberately expressed opinion of the union executive, but not, the witness thought, contrary to the views of the majority of the men. He denied that they came on strike owing to any intimidation on the part of those who took the lead, or that anything but peaceable and lawful persuasion was advocated in the speeches of any union official during the whole strike (25,051, 25,542-71).

The strikers were chiefly engine drivers, firemen, guards, and signalmen, those being the grades chiefly represented by the Amalgamated Society. Very few porters struck, and no surfacemen (platelayers) or telegraph men. The number that came on strike on the first day was between 3,000 and 4,000. On the second day the number increased to between 7,000 and 8,000, and on the third day to between 8,000 and 9,000. The witness had no means of knowing the exact figures either in this case or with regard to the number that struck in any given department. He thought that on the Caledonian

RAILWAYS,
SCOTLAND.

Reason for
striking
without
notice.

Attempts at
conciliation.

Meetings
between the
companies
and deputa-
tions of the
men.

Agreement
terminating
the strike.

Litigation
during the
strike.

Eviction of
strikers
from houses
owned by
Caledonian
Company.

Railway more than 77 signalmen struck, since the number in the Motherwell district was 43. He could say positively that more than nine shutters in the superintendent's department struck, but had no information as to the number of porters. He did not contradict the statement that the whole number of strikers on the Caledonian Railway was 2,339, including turners and cleaners, but denied that there were many of the latter. At the time of the strike the witness had stated the numbers publicly from such information as he had, without saying that he had not the exact figures (25,363-404). The witness was in the Hamilton and Motherwell district at the beginning of the strike, and carried out the instructions of the committee by advising the men not to strike, and reading the circulars of the executive to the same effect. Of 382 men at the Motherwell meeting, and over 200 at the Hamilton meeting, only seven voted against a strike (25,217-23). The strike took place without notice, contrary to the terms of engagement in the service of the companies. The men thought this course was justified by the fact that the companies had been in the habit of booking them off and giving them short pay without 14 days' notice (25,430-7). The executive of the union opposed this step (25,455-60).

Various attempts at conciliation by disinterested persons were made without avail, notably that by Mr. Haldane, M.P., and later by Lord Aberdeen. Various public bodies sent resolutions to the companies asking that the whole matter should be submitted to arbitration, and requesting them to meet the men; and the Board of Trade were also asked to interfere. Everything failed until a deputation of the men themselves met Mr. Walker, the general manager of the North British Railway, on the 29th of January 1891, when an agreement was entered into, according to which the men returned to work the next day. Negotiations with the Caledonian Railway on the 31st were also successful, and the strike finally terminated on the understanding that the directors of the North British Railway should meet deputations of the men within a fortnight, and those of the Caledonian Railway at a date to be fixed by the men. Previously to this settlement no direct overtures had been made by either party since the beginning of the strike (25,051). It was said by the companies' officials that it was the union officials who stood in the way of a settlement, but this statement was groundless, for the general secretary had frequently affirmed that he would not oppose a settlement if it could be arrived at by any honourable means, and wished to efface himself rather than stand in the way of it. At Motherwell, however, the men refused to contemplate any settlement except through the general secretary (25,051, 25,251-4).

During the running of the strike civil actions had been entered into by both companies. The North British Railway claimed 30,000*l.* damages, and arrested all the strike funds, with other property of the official and members of the executive committee of the Amalgamated Society. The Caledonian Railway obtained decrees for 8*l.* 18*s.* damages against each of 260 men in Hamilton and Motherwell, payable by weekly instalments of 3*s.* for firemen, 5*s.* for brakemen, and 7*s.* 6*d.* for drivers (25,051).

The Caledonian Company pursued what the witness termed a most vicious policy in evicting 15 families in Motherwell from houses belonging to the company. According to the terms of service, the occupation of these houses by the company's servants was to cease at the close of the tenant's engagement with the company, and the men on strike, having left the service without notice, had thereby terminated their tenancy (25,035, 25,039, 25,461-4).

The general manager therefore issued a circular on the 1st of January 1891—"to the tenants not in the company's service occupying the company's houses, 'Motherwell'—stating that ejectment warrants had been granted against them, but that he was very loath to enforce them that day; but as the houses were required for the purposes of the company, he had to intimate that they must be vacated by the strikers the next day at noon, otherwise he would order the immediate execution of the warrants. At the same time he sent some of his officials to ask the men to go back to work. On Friday, January 2nd, the evictions began, and continued on Saturday and Monday, against all offers of conciliation. The witness received instructions from the executive committee to do all in his power to get the men out of the houses, and to

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SCOTLAND.

keep within the bounds of the law. On January 5th he wrote to Provost Colville that if houses could be secured immediately, the men would at once remove from the company's property. Provost Colville and a deputation of the Motherwell Commissioners then met the solicitor of the Caledonian Company, asking him to accept this assurance and stay the ejections, but he replied that he had peremptory instructions to eject all the men on strike, and that the law must be vindicated. The evictions were continued with the aid of a force of Hussars and police. Public indignation rose to such a height that no further attempt was made on the following day (25,059, 25,224-38).

The witness stated that there was no necessity for these evictions, and he believed they were only used as a lever to force the men back to work. The company did not require the houses, for they stood empty all the rest of the strike, and some of them for three months afterwards. No action was taken by the strikers to prevent the occupation of the houses by the men who took the place of the strikers. There was a riot among the populace at the time of the evictions, but the strikers took no part in any of the acts of outrage and intimidation which occurred. The railway officials erected dwellings for their men inside the station at Hamilton, but not at Motherwell (25,051, 25,245-50, 25,465-81). The union executive endeavoured to keep the men within the law. Other leading trade unionists took part in the strike and addressed the men, but the witness was not prepared to hold the executive responsible for all their proceedings. Among them were Mr. John Burns, Mr. Edward Harford, Mr. John Hodge, Mr. John Cronin, Mr. Alexander Haddow, and Mr. Chisholm Robertson. There were also various members of Parliament. The witness was not aware of a remark said to have been made by Mr. Haddow in a speech at Dundee, that "if the strikers could not win by fair means they should win by foul." Mr. Haddow had no authority from the executive for such a statement, and if the witness had heard of it he would have disavowed it (25,482-517).

Alleged
violation of
agreement by the
companies.

At the close of the strike it was made a condition of the agreements that all legal actions should be discontinued, and that those returning to work on the Caledonian Railway should have their houses back (25,051). It was also promised that the older men, and especially the married men, who had been evicted, were to be the first to be re-engaged. These conditions were not carried out. In many cases the younger men were taken back first, and at the time of giving evidence there were still two married men who had been evicted at Motherwell, and were not yet taken back. They were engine drivers, and had asked the locomotive superintendent to re-engage them, some time after the end of the strike, but the assistant locomotive superintendent had replied that no more Motherwell men would be re-engaged. The union complained to the manager of the Caledonian Railway, and obtained the answer that if the men had any grievances they knew where to apply (25,239-44, 25,293, 25,417-29). The North British Company had agreed to take back the older men whose places were vacant, but on being asked to do so, the management stated that the men who had worked throughout the strike were to take first place, the strangers who were engaged during the strike were to take second place, the next in order to be those who came back during the strike, and the last those who went back at the end of the strike according to their agreement (25,293-5). A great deal of new labour was imported during the strike, some from England and some from workhouses in Scotland. Some of the men engaged in the first week were not aware of the strike, and the witness sent back more than 40 of these. Altogether about 3,000 of the strikers were left out, and on the Caledonian Railway probably between 700 and 800. The understanding with the Caledonian men was that they should be taken on again as vacancies occurred, but that none of the men who had joined the company during the strike should be displaced to make a vacancy. The witness stated that the signalmen in the Motherwell district were not taken back, although there were vacancies. About 500 men were still left out on the Caledonian line, and many of their places were filled by inefficient men (25,405-16, 25,713-22).

Deputations
to the com-
panies, and
final settle-
ment.

A fortnight after the men had resumed work, meetings were held to arrange for the deputations which were to meet the companies. They were appointed in accordance with a circular which was read at these meetings; a copy of the circular was handed in (see

Appendix 161). The North British deputation met the directors in sections, on the 18th of February 1891. The conference lasted eight hours, and the general manager, Mr. Walker, afterwards issued a circular stating the conclusions of the directors. The circular was severely criticised at various meetings held on the 22nd of March. Copies of the circular and of the resolution passed with regard to it were handed in (see Appendix 159). The Caledonian deputation met the directors on the 26th of March, and on the 25th of May it was again summoned to hear the conclusions of the directors, but no circular was issued to the staff. The death of Mr. Walker prevented for the time any further approach to the North British Company (25,052).

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SCOTLAND.

The men did not obtain the terms for which they struck, but since the strike great improvements have been made in the hours worked on the Glasgow and South-Western Railway. The Caledonian have also improved considerably, but long hours are still worked, ranging from 12 to 13 and 14 a day, especially in the mineral traffic department. On the North British Railway the improvement is very slight indeed; the hours in all centres are still too long, running up to 13, 14, 15, and even more hours a day (25,051-4, 25,518). The aggregation of hours has been weekly instead of fortnightly since the strike (25,063). The witness knew instances of men working hours ranging from 13 to 17 a day on the North British and Caledonian Railways since the strike. He quoted the hours worked by certain engine drivers on the Caledonian Railway on November 24th, 1891, but did not wish to give any particulars which might lead to the identification of his informant. He referred the Commission to the company's time-books (25,061-2, 25,671-83).

Conditions
of labour
since the
strike.

His experience showed that men who gave information or took a prominent part in anything were victimised by the railway officials. The witness stated that men who supplied information to be used in evidence before the Select Committee on Railway Servants had been persecuted, and though none had been dismissed, he feared that they would be when the Commission came to an end. He was not at liberty to give any details to substantiate this charge against the companies (25,867-82).

Alleged
victimisation
of dele-
gates and of
persons sup-
plying in-
formation to
witnesses.

The members of the deputations which met the directors after the strike were not in any way victimised, as some of the delegates had been in 1890, but the witness believed that the only reason was to be found in the appointment of the Parliamentary Committee and the Labour Commission (25,524-9).

The cost of the strike to the union was 30,000*l.* The witness had no means of ascertaining the extent of the loss in wages to the men (25,926-8).

Cost of the
strike.

The witness thought that if the railway companies had in the first instance recognised and treated with the official representatives of the men, the strike would have been averted by an amicable settlement. What they in fact did was to ignore the question of the reduction of hours, merely stating that men who had any grievance must make application through the heads of departments, with the result that the men were exasperated into a strike which paralysed the trade of the country (25,054-9, 25,931-3).

Responsi-
bility of
the com-
panies
on account
of their re-
fusal to re-
cognise the
union.

The witness advocated the legislative restriction of hours of labour on railways. The Scottish railway men desire legislative interference, now that they themselves have made a determined attempt to obtain shorter hours, showing at least that they are in earnest. Nothing short of a Ten Hours' Bill would satisfy them. The witness, as a practical railway man, recognised the great difficulty of working a railway as if it were a factory, but he was confident that arrangements could easily be made for working the traffic so as to secure that, unless under very exceptional circumstances, no man should have to work longer than 10 hours at a stretch. Those whom he represented considered 10 hours quite long enough for men in such a responsible position to be on duty, consistently with their own and the public interest (25,058). The difficulties of carrying out the restriction in the case of the locomotive staff could, in the witness' opinion, be overcome. The men would put up with some little inconvenience, such as lodging away from home, in order to have a 10 hours' day. The opinions of the men were very clearly put before the country by the fact of the strike, and resolutions have been passed from time to time, in favour of short hours. The locomotive men have not expressed

Remedies:
(1.) A legal
10 hours'
day.

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themselves separately on this subject, because sectional action is discouraged by the union, but they were included in the very large number of all grades who accepted the programme of the Amalgamated Society. Should this section object to a Ten Hours Bill, the interests of the travelling public, nevertheless, demanded that no one should be employed on a locomotive engine longer than 10 hours a day (25,092-116). The witness did not remember any resolution or amendment being put at a meeting of the society in opposition to a 10 hours' day, nor any objection to it being expressed by a member of the society (25,262-6). A resolution was passed in favour of it at the annual council meeting of the society at Aberdeen after the strike. One principal reason for desiring legislation was the destitution caused by the strike. The proposed Bill should regulate overtime by taxing it with a higher rate of payment (25,283-91).

(2.) Three months notice to tenants.

With regard to the occupation of companies' houses by their servants, the witness thought that employers who are also landlords should not be allowed more privileges than other landlords. It should be made illegal for occupation to be terminated at less than three months' notice on each side, unless by mutual consent (25,059-60, 25,070-4).

(3.) Inquiry into accidental death.

A system of public inquiry into accidental deaths should be introduced into Scotland. The witness mentioned instances in which a coroner's inquest would have been useful. The guard of a mineral train was killed in a collision with a passenger train at Kirkcaldy in December 1891, and the driver of the passenger train, who had run past the signals, was charged with culpable homicide, as the only means of instituting a public inquiry into the matter. The charge was withdrawn, and the sheriff regretted that it had been necessary to bring it. In another case, in which a shunter was thrown from the footboard of an engine by contact with the balance balls of a signal, and killed on the spot, an inquiry would have shown that he had been on duty an excessive time both on that and the previous day, and that the signal was in a very dangerous position, where, in fact, it still remains. On another occasion a brakeman at Hamilton sustained serious flesh injuries, and owing to the neglect of the officials in charge he died from loss of blood, though the accident would not otherwise have proved serious. There is a widespread feeling that public inquiry should be made into all accidental deaths, as it would cause employers to afford greater safety to their workpeople.

(4.) Amendment of the Employers' Liability Act.

The Employers' Liability Act should be amended as follows:—

- (1.) Contracting out of the Act should be prohibited, since its permission practically undoes the effect of the Act. No Scotch railway company has contracted out of the Act hitherto.
- (2.) The doctrine of "common employment" (as an exemption from liability) should be abolished. There should be no difference between the liability of railway companies with regard to passengers, and their liability with regard to their servants.
- (3.) The time allowed before giving notice of a claim should be extended from six weeks to at least six months. In many cases of serious injury the injured man is unable to instruct a solicitor before the lapse of six weeks, or is deterred from lodging a claim by promise of employment.
- (4.) There should be no limit to the amount of compensation obtainable under the Act. The greater the negligence of the employers the greater should be their liability, irrespectively of the wages earned by the workmen. What is needed, however, is not compensation so much as protection from the incompetence of fellow workmen (25,061, 25,772-83).

(5.) Appointment of sub-inspectors under the Board of Trade.

There should be additional inspectors under the Board of Trade for the supervision of railway accommodation and appliances. The work of the present inspectors in examining newly constructed lines need not be interfered with, but there should be continued inspection by practical railway men, on the same principle as the inspection of factories and mines. The traffic sometimes outgrows the accommodation, and a dangerous state of things is caused, which would be at once detected by an experienced railway man. Defects might thus be remedied without the necessity of an accident to call attention to them.

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In the Lookerbie accident in 1883, the Dumfries train over-shot the signal, and fouled the up main line from Glasgow to London. The driver of the Dumfries train was tried for culpable homicide, and acquitted on it being shown that the line was worked on a very bad system. In the case of the accident at Milingavie Junction in 1890, the Board of Trade report showed that the relative position of the signals was very misleading, and that the driver to whose mistake the accident was due had considerable excuse for misinterpreting them. It was added that no time should be lost in altering the signals, and that the block system and continuous brake ought to be adopted, and the length of the loop line at the junction increased, so as to afford standing room for a reasonably long train. As to the length of the loop, the witness thought that it was probably sufficient when the line was opened, but the traffic had since increased. The system of working there was very bad.

Again, the Kirkcaldy accident, already referred to, was caused by the signal box being so low that the green light was invisible to the driver. These cases are typical of many others. The Railway Regulation Act of 1889 will be useless, unless inspectors are appointed to see it carried into effect. Subinspectors should also have other duties, such as the supervision of hours of labour (25,061-2, 25,792-821).

It should be made compulsory for engine drivers to pass an examination and obtain certificates of competency from the Board of Trade. It is necessary, in the interests of the travelling public, that all drivers of locomotive engines should be thoroughly efficient. At present, the only judge of their fitness is the locomotive superintendent of the line. An engine driver, moreover, cannot show any proof of his qualification when seeking a new situation, and therefore loses his standing in the railway service on changing from one employer to another, and has to serve a second apprenticeship. Railway companies do not give certificates of character, but expect the men to refer their future employer to them, and the men do not know the result of the inquiry (25,061, 25,075-80, 25,255-7).

(6.) Board of Trade certificates for engine drivers.

As a means of preventing strikes, the witness advocated the formation of a court of arbitration, composed equally of employers and employed, to which disputes should be referred, on the two parties concerned failing to agree. This court should be presided over by an umpire appointed by both parties, and if they failed to settle the dispute, the umpire's decision should be final and binding (25,059). If a question of wages were involved, the court should have power to refer to the employers' books in order to decide whether he was paying the highest wages he could afford. The question would, of course, be liable to be re-opened if the decision were considered unreasonable, and an employer could not be compelled to carry on business at a loss (25,081-8). Railway companies which are not earning their working charges should pay their men the same wages as the companies which are paying 8 or 9 per cent. The books would not show, in the former case, that higher wages could be afforded, but might show that a great amount of mismanagement was going on (25,852-66). Railway companies have no right to expect to obtain labour, or any other commodity, for less than the market price because their dividends are low. This fact has, however, been stated by Scotch railway managers as a reason for not raising wages (25,920-5).

(7.) Court of arbitration with power to fix wages.

Mr. ANGUS CAMPBELL.

A partner in a firm of solicitors at Glasgow, and a member of the town council and police board of Glasgow. Had been in practice as a solicitor since 1876, and had been very frequently employed in connexion with trade disputes, especially in cases of prosecution under the Conspiracy and Protection of Property Act. Was well acquainted with the law applicable to trade unions, and trade disputes (26,072-7). He did not come to support the position of the Amalgamated Society's executive (26,103-4). Gave evidence with regard to the operation of the Conspiracy and Protection of Property Act, with especial reference to the prosecutions arising out of the Motherwell strike riots in October 1889, and the case of Mr. Cronin, of Glasgow, in all of which the witness was concerned. Mr. Cronin was secretary and organiser of the Associated Society of Millmen. He

Experience of the witness in connexion with trade disputes.

Operation of the Conspiracy Act. Prosecution of Mr. Cronin.

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was first charged with "having on certain days in October 1889 persistently followed certain men from place to place along a certain road, with a view of compelling them from doing certain work, contrary to sub-section 2 of section 7 of the said statute, or otherwise, on the dates mentioned, with following some men in a disorderly manner along the same road, contrary to sub-section 5 of the same section; and (secondly) with having on the 9th October 1889, acting in concert with a number of persons, watched and besetted certain steel works, and the approaches thereto, in which the men before referred to were at the time working, contrary to sub-section 4 of section 7 of the Act. He was thus charged with three offences, though conviction could only follow on two, since the first was called an alternative charge. Moreover, the *species facti* on which the prosecution relied were to all intents and purposes identical, though made to support three charges. The complaint was issued in summary form, and Mr. Cronin appeared to answer thereto on the 23rd October 1889. He pleaded not guilty, and the case was adjourned till October 28th, when Mr. Cronin again appeared, and applied under the Act to be tried upon indictment instead of by summary jurisdiction. As soon as this claim was made other charges were brought, namely, that the accused had, "acting in concert with a large number of other persons" (which was not originally part of the first charge) "persistently followed certain persons, or otherwise, had followed the said persons in a disorderly manner; and secondly, that the accused had watched and besetted certain works." Thus the charges amounted to six, involving possible conviction in four. The witness pointed out the hardship of Mr. Cronin's position. The whole power and influence of the Crown were against him, such prosecutions in Scotland being public, and conducted by the Procurator Fiscal under the Lord Advocate. The defence involved protracted and expensive inquiry and preparation. After formulating all these charges, the Procurator Fiscal dropped the summary proceedings, and indicted Mr. Cronin before the High Court of Justiciary for certain offences formerly charged, and added two further charges, one of watching and besetting, and another of using violence. The witness handed in a statement of the details of the case in the form of a Bill of Suspension and Liberation in the High Court of Justiciary against the Lord Advocate. The possibility of founding so many charges on the same offence is due to the peculiar elasticity of the statute. A single act may be brought under several of the alternative sub-sections, and involve a penalty under each, as the statute has been constructed, but the witness did not think it was intended to have that effect. At the trial most of the charges fell through, and the accused was ultimately convicted only on two of the smaller charges, and was sentenced to 60 days' imprisonment without the option of a fine. His friends attempted unsuccessfully to upset the conviction on certain grounds stated in a document which the witness handed in. It was also maintained that the cumulative penalty was incompetent, but that plea was disregarded, so that by the ruling of the High Court of Justiciary a man may now be charged with breach of all five sub-sections at once, each offence involving a penalty. The prosecution would, no doubt, adopt this policy if they were not sure of proving any one charge, but it is a very reprehensible policy, and the statute which makes it possible is not to be commended. The framers of the Act, no doubt, intended that a man should be tried in one or other of the alternatives specified. The difficulty of proving a charge of intimidation does not apply to Scotland, where any demonstration in force of any number of persons is an offence at common law, known as mobbing (26,081-90).

Possibility
of founding
several
charges on
the same
offence.Peculiar
elasticity of
the statute.Cumulative
penalty.Ambiguity
of the terms
of the Act.Alternative
of a fine.

The words of the Act are, moreover, susceptible of various interpretations. "Intimidation" has been interpreted so as to include presence in force, or looking at a man. "To persistently follow" and "to follow in a disorderly manner" may be applied to the same action.

Fines in prosecutions arising out of trade disputes are merely nominal sentences, because they are usually paid by the society to which the accused belongs. Hence Scotch judges are disposed not to grant the pecuniary alternative, but it is not by any means

clear that they have power under the Act to withhold it (26,091-6).

The witness had been asked to give evidence on the law applicable to the arrestment of funds and movable property generally upon what is called the dependence of civil actions in Scotland. He wished to speak with special reference to such arrestments used upon the dependence of an action raised in January 1891, at the instance of the North British Railway Company, against certain executive officers of the Amalgamated Society of Railway Servants for Scotland. That the arrestment in that case was an abuse of the power of arrestment there is no doubt. As to its competence, however, there is just as little doubt. According to the Scotch law of debtor and creditor it is possible for any person, upon any ground, or upon no ground whatever, to obtain *ex parte* a warrant on which he can use arrestments and so attach money and movable property generally, belonging to his alleged debtor, in the hands of third persons. All that he has to do is, to frame a summons setting forth that a certain defendant is indebted to him in a certain sum, and in this connection he may or may not state any ground of liability, and should he state any grounds these may be utterly irrelevant. The clerk of the court must thereupon issue a warrant, not only for the citation of the defendant, but also authorising arrestments of the defendant's money, goods, and effects on the dependence of the action so raised. At this stage a judge cannot interfere in the matter, which is one entirely personal to the pursuer, who may be, as he often is, pecuniarily worthless. The amount of his claim may be and often is stated at random. He need give no notice whatever to his alleged debtor, the warrant being issued *ex parte* and *periculo petentis*. He may immediately or at any time within a year of the raising of his action use arrestments, the number of which, as well as the question who shall be the arrestees, being matters entirely for his personal consideration or caprice. It is required, however, for the validity of an arrestment, that the pursuer serves the action on which it has been used within 20 days of its date, otherwise the arrestment falls, unless it is renewed, in which case it is valid for another period of 20 days. Thus the process of re-arrestment may continue and the service of the action be delayed from period to period within a year of the raising of the action, and during this process the action itself is unserved on the defendant, who is nevertheless debarred from the use of the moneys attached. Given the case of a worthless plaintiff and a debtor in financial difficulties, the law may be so abused as to bring about financial ruin to the defendant, without involving the slightest risk or loss to the pursuer. The court may, on cause shown, recall arrestments, but that power can only be exercised upon notice to the pursuer, discussion, and possibly considerable delay. The only course open to defendants in order to get arrestments at once withdrawn is to find satisfactory security for the full amount claimed, with interest and expenses, a course which in many cases, especially in cases of damages for random sums, is either inapplicable or impossible (26,058-9). There is no means of avoiding arrestment being given in actions, except perhaps by an application to the Supreme Court and by lodging the money. No *caveat* is admissible as against arrestment (26,181-6). This law is not an obsolete statute, but the common law of Scotland, and is in daily operation (26,124-5).

In the particular case referred to, the North British Railway Company availed themselves of the law in order to paralyse or assist in paralyzing the strike of railway employée in 1890. A sum of 2,971*l.* lay on open account with the Dennistoun Branch, Glasgow, of the Royal Bank of Scotland, in the name of Mr. Henry Tait, for "the Railway Strike Fund." It was made up of contributions by trade societies and private individuals in all parts of the country. No part of the money belonged to Mr. Tait or to any of the defendants in the action at the instance of the railway company. The witness produced a copy of the summons and condescendence in that action (see Appendix 151), showing that it concluded for payment of a random sum of 20,000*l.* in respect of alleged seduction of pursuer's servants, and assistance given them to desert pursuer's service without notice, and the spreading of false and

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SCOTLAND.Scotch law
of debtor
and creditor
in regard to
arrestment
of funds on
the depen-
dence of civil
actions.Operation
of the law in
the case of
an action of
damages
brought by
the North
British Ra-
way Com-
pany against
members of
the execu-
tive of the
Amalgamated
Society of
Railway
Servants.

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Purpose of
the action.

Defeat of
the strike
through
arrestment
of the funds.

Abuse of the
law.

Relevancy of
the action.

Actions for
damages
against the
men on
strike.

Remedies
1. Amend-
ment of the
Conspiracy
Act.
(1.) Cumu-
lative pen-
alties to be
disallowed.

(2.) Terms
to be further
defined.

(3.) Option
of a fine not
to be with-
held on
summary
prosecution.

malicious reports that the pursuer's railways were not safe to travel on (26,100). No question was raised as to the liability of the strikers for damages. The action was brought against Mr. Tait and some of his colleagues, with joint and several liability against all (26,114, 26,132). Assuming the relevancy of the action, which was more than doubtful, it is improbable that it was ever seriously contemplated to be proceeded with. It was raised rather for the purpose of obtaining the warrant to arrest on the dependence, and by attaching, if only for a few days, the Railway Strike Fund, to bring about the paralysis of that strike and its termination. This policy was successful, as the strike did come to a termination, pending an application to the court for recall of the arrestment. With the termination of the strike, the action on which the arrestment proceeded was abandoned, showing to some extent the pursuer's purpose in bringing the action. The inequality of the application of the law in this case was that undoubtedly the money attached was not the property of the defendants at all, but was given for the special purpose of alimentering the men on strike, and was appropriated for that purpose and made the subject of a distinct bank account; that it was, therefore, not subject to arrestment, because neither Mr. Tait nor the men on strike had any legal claim to it except for the express purpose of "alimentering." Any question, however, as to the validity or invalidity of the arrestment remained for the determination of the Supreme Court, upon whose warrant the arrestment had been used, and the bank in the meantime kept the money, no doubt very properly, for its own protection. The abuse of the diligence was peculiarly aggravated by the fact that the Court of Session was in recess at the time, and that a special application had to be made to that court for recall of the arrestment, either without caution or upon caution as the court might consider proper. Some days had to elapse before the application could be made, and meanwhile the strike had collapsed, the action was withdrawn, and further steps in the petition for recall were rendered unnecessary (26,100). There is not the slightest doubt that the court would have granted the petition, but after an interval of a fortnight or perhaps three weeks, during which time the men on strike would be starving, and the railway company succeeding in their object (26,104, 26,179-80). The witness was in the confidence of the executive of the Amalgamated Society at the time, and was assured by them that the arrestment of the funds had a very powerful influence in bringing the strike to an end (26,109-13).

As to the relevancy of the action for damages itself, the witness was of opinion that the first plea in the summons, that of "seducing the pursuer's servants "to desert his service without notice," did not afford ground of liability. The second plea, that of "spreading false and malicious reports that the "pursuer's railways were not safe to travel on," undoubtedly did afford such ground (26,133-4).

The men who had left their work without notice had violated their contract and were liable for damages. About 500 actions for damages were brought against them by the railway company, and judgment went in favour of the plaintiffs. None of the money lying at the bank for the purposes of the strike fund was or could be used in payment of compensation, being specially appropriated to alimentering the men on strike (26,120-3).

The witness recommended that cumulative penalties under the Conspiracy and Protection of Property Act should be disallowed. If a man were guilty of violence to several persons, he should be considered outside the statute and indicted at common law for the assaults, but if he were proceeded against under this statute the penalty should not exceed 24, or three months' imprisonment. The statute was not intended to abrogate the common law, which in Scotland undoubtedly meets nearly everything provided for in section 7 (26,169-71).

If section 7 is to stand, some of its terms should be further defined. The terms referred to are "intimidates," "persistently follows," "follows in a disorderly manner" (26,091-2).

The judge should not have power to withhold the option of a fine except for an aggravated offence, tried before a jury. The words in the Act "in

default of payment" (section 19, sub-section 13) should be given effect to (26,095-6).

The witness proposed that the power of arrestment under the law of Scotland, as already described, should be abolished or modified, in view of the great abuse to which it is liable. He approved of the general policy of the Scotch law of debtor and creditor, and of arrestment as following upon a judgment; but contended that the power of arrestment on the dependence of an action, which now rests entirely with the pursuer, should be left to the discretion of the judge in whose court a writ or summons is issued. A similar change to this was made in the Scotch law of imprisonment for debt. Given the case of a creditor producing *prima facie* evidence in support of his claim, the judge should have power to issue a warrant for arrestment on the dependence, and that without notice to the defendant. The power, if thus limited, would not apply to actions for damages (26,099, 26,103, 26,174). No person ought to have the power, on an *ex parte* statement, of attaching money belonging to a debtor, and paralysing his finances, without cause shown to a judge in the first instance, and this objection applies especially to actions for damages for random sums (26,128, 26,175).

The witness further pointed out that in the case under consideration, the arrestment was not of the debtor's money, but of monies vested in him fiduciarily, and maintained that if arrestment were to be allowed at all, its illegal use should have involved very severe penalties. At present there is no remedy by way of damages, should the arrestment turn out to be entirely invalid, unless its use has been malicious and without probable cause (26,106, 26,108, 26,176).

Apart from the question of the abuse of this law, the witness contended that funds appropriated by trade unions for the alimentering of their members, should be specially exempted from its operation. There is a wide difference between the injury done, by the oppressive use of arrestment, to a single defendant in a litigation, and the injury done to perhaps 1,000 men on strike (26,102-7).

MR. JAMES PAISLEY.

Organising secretary of the Amalgamated Society of Railway Servants for Scotland. Had held that post since March 1891 (26,489-90). Had previously been employed as a signaller for 17 or 18 years, first by the Caledonian Railway Company, and then by the City of Glasgow Union Railway Company. He had taken part in the strikes of 1863 and 1890, and on his being refused employment by the railway companies in Glasgow, the post of organising secretary, then first instituted, was given him by the Amalgamated Society in recognition of his services (26,507-16).

The Amalgamated Society of Railway Servants for Scotland was formed in 1872, with the object of securing improved conditions of labour on railways. At that time there were few eight-hour shifts, and those only in signal boxes, and as a rule the working day was 12 hours, though in many cases exceeding 13, 14, and 15 hours. In the passenger department there was Sunday work without any extra pay. These hours were in excess of those prevailing in other trades, while the average rate of wages was far below the average rate of the country for equally skilled labour. The railway servants waited in vain for concessions on these points, and at length found it necessary to combine, "not in any spirit of warfare," but to secure fair and reasonable conditions of labour. The efforts of the society to get the hours reduced and wages advanced were at first only sectional, owing to imperfect organisation. A 10 hours' day was obtained for the mineral engine drivers, firemen, and guards on the Caledonian Railway, and was maintained till after the strike on that line in 1883. For about three years before the strike of 1883, an agitation went on for the reduction of hours to nine a day. The hours of locomotive men on the Caledonian Railway then averaged from 72 to 86 a week in the passenger department, from 65 to 90 a week in the goods department, and from 12 to 17 hours a day, or about 78 a week, in the mineral department. In the Motherwell district, where the 10 hours' day was supposed to prevail, 954 hours were worked in one week in December 1881, and 101 hours the next week. A large representative meeting of railway men from

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2. Abolition or modification of the power of arrestment.

Railway experience of the witness.

The Amalgamated Society of Railway Servants for Scotland. Conditions of labour on Scotch railways in 1872.

Movement for reduction of hours on the Caledonian Railway.

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nearly all the important centres in Scotland, was held to consider how they should approach the companies, and petition sheets were issued, to be signed and returned by July 31st, 1882, and then to be forwarded to the boards of directors by deputation. The directors of the Caledonian Company refused to consider the requests for an interview unless they were sent through the heads of departments. This was done, but on November 17th, 1882, the locomotive superintendent wrote to the men in his department, saying that the directors refused either to entertain the petition or to receive a deputation of the men. The witness handed in a copy of the minutes of the proceedings of the Amalgamated Society referring to these events (*see Appendix 171a-b*) (26,519-20).

Strike on the
Caledonian
Railway
in 1883.

A mass meeting was held at Hamilton in December 1882, to consider what action should be taken, and several men made statements to the effect that their hours were excessive, and that they had fallen asleep on their engines through exhaustion. The Caledonian Railway Company were the only company in Scotland who refused to meet their men, and it was felt that nothing but a strike would show them that it was their duty to meet the men and remedy their grievances. A resolution was passed at this meeting that if no answer to the petition were forthcoming by January 15th, 1883, the Hamilton men should hold an idle day in order to decide what to do, and should ask other districts to join them. The idle day was taken, and the company dismissed every man who joined in it. After a few days the general manager, Mr. Thompson, offered to re-engage them as far as possible, and meet a deputation to consider their grievances, if they would go back to work. On the sixth day of the strike the men agreed to go back on those conditions, and a deputation was received by the company, but with very little result. The mineral men's hours, instead of being reduced, were increased to 12 a day, and the utmost dissatisfaction was caused. The men now ceased to place any confidence in the company, and relied on perfecting their organisation and enforcing their demands. Hence the great Scotch strike of 1890-91 (26,533).

Unsatisfac-
tory result.Strike of 1883
caused by
the attitude
of the com-
pany to-
wards the
men.

The strike of 1883 was solely brought about by the position which the Caledonian Company took up, of ignoring not merely representative men, but their own staff, who asked for an interview in order to state their grievances (26,535, 26,628, 26,840-5). When the men came back to work the whole matter was shelved, and nothing resulted except an improvement in the wages of surface-men shortly afterwards. The places of a number of men were filled in some cases by men who had previously disgraced the service, though these were not all retained after the strike. The company undertook to re-employ as many old servants as there were vacancies for, and this was carried out, but the company tried to crush the society by victimising those who had taken an active part in the agitation (26,535-8, 26,614-24). The witness was one of those re-engaged, but shortly afterwards he was dismissed for a breach of the regulations in changing shifts with another signalman without permission, an irregularity generally considered very slight and involving only a fine. On receiving his dismissal from the district superintendent, the witness appealed to the general superintendent, Mr. Irvine Kempf, who received him very courteously and asked him to write out a full statement of his case. He did so, and expressed the opinion that the man who reported him to the district superintendent had misrepresented his case, and was otherwise an untrustworthy person, and prejudiced against some of the staff. Mr. Kempf, however, confirmed his dismissal, as did also the general manager, to whom he next appealed.

Animosity
of the Cale-
donian Com-
pany to-
wards the
Amalgam-
ated So-
ciety.
Dismissal of
the witness.

The witness then received the following certificate of character:—"Name, James Paisley; capacity, signalman; period of service, 9½ years; date of leaving the service, February 26th, 1883; cause of leaving the service, left on strike and was re-engaged, and his services were afterwards dispensed with in consequence of an irregularity" (26,547-9). The witness considered his dismissal a case of victimisation, because the man with whom he had changed shifts was not dismissed, nor, so far as the witness knew, was he fined, and this man had remained with the company during the strike (26,880-5). The witness complained of the reference in his certificate to his having left on strike, as tending to prejudice him, and as contrary to the spirit of the expressions

Alleged
"victimisa-
tion" of the
witness and
others on
account of
the strike.

used by the general manager in his circular of January 22nd, 1883, which forbade any display of ill-feeling between the men in regard to the strike. The witness was not aware of any general ill-feeling between those who had gone on strike and those who had remained at work, but thought that there was ill-feeling on the part of the company and their officials, notwithstanding Mr. Thompson's declaration to the men that "bygones were to be bygones" (26,537, 26,938-83, 27,035-58). On that occasion the Amalgamated Society had taken up the witness' case and sued the Caledonian Company in the Small Debt Court for one week's wages, which was granted on the non-appearance of the company's officials to contest the case. The witness had thus had no opportunity of calling evidence to justify his claim (26,549, 26,818-22).

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Disregard by the Scotch railway companies of the "claims of labour" brought about at last the great strike of 1890 (26,535). The executive of the Amalgamated Society, including the witness, who was then general treasurer, were opposed to the strike, on the ground that it was premature, and that further efforts should be made to obtain the recognition of the representatives of the men. The witness thought, nevertheless, that the men were justified in striking, and in doing so without the 12 days' notice required by the regulations, in view of the refusal of the companies to deal with the said representatives for the redress of grievances (26,633-41, 26,731-3). The companies, though refusing to do this, had offered to receive their staff in deputation, but in separate grades, a condition which was rejected by the men, without an exception, so far as the witness was aware, unless in the case of some who were not representatives, but spoke for themselves (26,693-701, 26,946-52). The executive of the society, in pursuance of the rules, then offered to submit the whole question to arbitration, and failing that the men took the matter into their own hands, though opposed by the executive up to the last moment (26,849-60). In striking without notice, the men had no wish to paralyse traffic. Their desire from the first had been for an amicable settlement (26,728-30, 26,938-43). They were also of opinion that the companies had received sufficient notice of the strike through the general agitation which preceded it, and the votes which were taken in favour of it. A census had first been taken, in which 4,173 resignations were obtained, which were considered insufficient to justify a strike. The question of striking or waiting for more resignations was submitted to a large number of meetings in different parts of the country on December 14th. The proposal to strike was carried at Glasgow, but at the other meetings taken as a whole, about 600 voted for a strike, 875 for delay, and 625 did not vote at all. The following Sunday, December 21st, the voting at Glasgow was 660 for a strike and 81 for delay, and upon that the strike took place. The witness considered that the companies might have foreseen it, from announcements in the press on the 15th that the men would strike on the 22nd unless their demands were conceded (26,642-59, 26,690-2, 26,702-27).

The Scotch
strike of
1890-91.
Policy of the
executive of
the Amalgam-
ated So-
ciety.
Failure to
obtain the
recognition
of the official
representa-
tives of the
men.
Reasons and
justification
for striking
without
notice.Agitation
immediate
preceding
the strike.

There were supposed to be between 8,000 and 9,000 men on strike at one time, according to the returns sent in from the different branches. The number employed altogether, counting only the running department and the porters, was about 10,000. The witness could not say how many porters were on strike, but he thought there were enough to show that they had grievances. He was not prepared to deny that the number of porters on strike on the Caledonian Railway was 72. Most of the signalmen on the Caledonian Railway remained loyal to the company, and very few of those who did strike got back again. On the North British Railway they were more dissatisfied (26,766-97).

Number
men on
strike.

The witness was in Edinburgh and Fife during the strike. He was not aware that any of the men in that district were summoned for breach of contract, as they were in other parts of the country. He remembered that negotiations went on for the purpose of terminating the strike a fortnight before it actually came to an end. The relations between the companies and the men on strike were decidedly strained, and it had been stated in the press that the leaders of the strike incited the men to disorder, but the witness remembered their having counselled moderation and respect for the law. It was generally where picket-

Events
during the
strike.Riot dis-
courage
the society
executive.

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ing went on that any disorder occurred, and there were complaints that the companies' pickets unduly interfered with those of the men, and that the police were inclined to assist the former against the latter. Some of the men's pickets were indicted for riot before the Sheriff's Court at Perth, and were defended by the Amalgamated Society. It then came out in evidence that the Caledonian Company's pickets had caused the riot by their interference (26,901-24). The speeches made by members of the society's executive were very moderate considering the circumstances, and always in condemnation of riot and outrage. Those members of the society who were found guilty of outrage did not receive its support. The witness knew nothing of a statement by Mr. Haddow, the president of the Millmen's Society in Glasgow, that the strike would be won by fair means or foul. Mr. Haddow was a neutral person, unconnected with the strike (27,059-85).

Evictions at
Motherwell.

The Caledonian Company treated their men harshly during the strike, especially in the case of the Motherwell evictions, in which families were turned out at 12 days' notice. It is true that the men knew that a strike was imminent, and that their occupation of the houses would terminate with the termination of their employment, but the witness contended that it lay with the company to avert the strike by agreeing to the men's demands, and also that the men were prepared to go back as soon as their just and reasonable demands were entertained (27,086-98).

Settlement.

The strike on the Caledonian Railway was not settled till the day after the settlement on the North British Railway, owing to the delay of the manager.

Terms of re-
engagement.

He stated, in making the settlement, that preference would be given to the married men, but there have been many complaints that this undertaking has not been carried out. Such complaints had been made to the witness at Carlisle, at Dundee, and in the Hamilton district (26,925-36).

Alleged un-
equal treat-
ment of the
men since
the strike.

The men consider that the companies' officials have shown favoritism since the strike. In some cases, men who were on strike, are being paid short, while others, who remained loyal to the company, are receiving overtime. The men in the Dunfermline locality have complained to the general manager that the usual system of promotion has been interfered with in favour of men who did not join in the strike. Engine drivers, with about two years' service, have been preferred to those of seven years' service who went on strike (26,864-77). In the Parkhead district, on the North British Railway, a foreman yardsman, James Imrie, a first-class workman, who had been over 20 years in the service, was dismissed after the strike for failing to report one of his subordinates for a slight irregularity. A freeman in the same district, named Ketchen, who worked during part of the strike, served a term of imprisonment in 1892 for a very serious offence, and was afterwards taken back into the company's service. A man named Rowatree, who was imported during the strike, was reinstated under similar circumstances. An engine driver named Doig, who worked for the company during most of the strike, and had been promoted on that occasion from firing to driving on express passenger trains, caused a collision shortly afterwards by over-running the signals at Airth Road. The report of the Board of Trade inspector stated that nothing could excuse Doig's evident carelessness, and he was afterwards sentenced to two months' imprisonment for neglect of duty. The company reinstated him, notwithstanding, as an express goods driver. The witness did not think this policy would tend to diminish friction among the men or to raise the tone of the service (26,552-4, 26,837-37).

Present con-
ditions of
Scottish rail-
ways.
Hours of
labour on the
North British
Railway.
Engine
drivers, fire-
men, and
guards.

The witness gave a number of instances of the hours worked on Scotch railways. On the North British Railway, at Glasgow, an engine driver and fireman worked from 66 to 82 hours a week for 14 weeks, in April, May, and June 1892, sometimes working five days a week and sometimes six. In the goods department at the same station, the engine drivers, firemen, and guards worked the following hours:—On the Sighthill and Milngavie train, 108 hours 25 minutes in a fortnight, in December 1891. On the 1.30 a.m. Cowairs and Larbert train, 164 hours 35 minutes in 11 days in December 1891; the shortest stretch of work was 9½ hours and the longest 21 hours 35 minutes. On the 8.10 a.m., Sighthill, Balloch, and Whifflet train, 179 hours 55 minutes in 12 days; the

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shortest stretch was 12 hours 5 minutes and the longest 17 hours. On the 4.10 a.m. Hamilton train, 181 hours 40 minutes in 12 days in January 1892, the shortest stretch being 11½ hours and the longest 17 hours 20 minutes. On the same train in February 1892, 177½ hours in a fortnight, the shortest stretch being 10 hours 55 minutes and the longest 18 hours 10 minutes. On the 7.80 express goods train, between Sighthill and Perth, 161 hours 55 minutes in a fortnight in March 1892, the shortest stretch being 13 hours and the longest 20 hours 5 minutes. On the same train, in February 1892, 177 hours in a fortnight, and in April, 171 hours 5 minutes. On the 1.50 p.m., Sighthill and Kilbowie train, in April 1892, 170 hours 5 minutes in a fortnight. On the Sighthill and Borwick goods train, 147 hours 35 minutes in a fortnight in July 1892. In the Kippis district, the locomotive men worked 96 and 97 hours a week on certain goods trains, and in the Bathgate district they worked 91 and 92 hours a week in December 1891. Even in summer the men on these trains work from 12 to 15 hours at a stretch. In the Dunfermline district, on the same railway, engine drivers and firemen in the goods and mineral departments worked stretches of 12 to 19 hours in October 1891. On a Dunfermline and St. Andrew mineral train, in October 1891, 82 and 84 hours a week were worked, and in December 1891, 68 and 69 hours in two weeks of five days, and 81 and 87 hours in two weeks of six days, also 43½ hours in three days. The driver of this train was relieved on two days in December. On the Charleston mineral train, almost exactly similar hours were worked on the same dates. On the Lochore goods and mineral train, the hours worked in December 1891 were 60½ in four days, 86½ in six days, 58½ in four days, 73½ in five days, and 28½ in two days. In this case the driver was booked off for six days in December. On another train, in October 1891, the hours worked on three consecutive days were 19, 18½, and 16½; on three other days 43 hours were worked, and on three other days 45 hours. In one case the three days were worked by spare men. In December 1891, 73 hours 10 minutes and 67 hours 40 minutes were worked in two weeks of five days, and 81 hours 40 minutes and 87 hours 10 minutes in two weeks of six days, and in the remaining two days, 31 hours. The 10.30 a.m. Burntisland mineral train, and the "three trip" mineral train, are worked week about by several sets of men. On the Burntisland train the following hours were worked in December 1891:—53½ hours in four days, 85½ hours in six days, 58 hours in four days, 74½ hours in five days, and 66½ hours in five days. On the "three trip" mineral train the hours were 71 in five days, 84 in six days, 70 in five days, 85½ in six days, and 53½ in four days. This train scarcely ever made three trips a day in December 1891. On the Kely mineral train, in the same month, from 87 to 91 hours a week were worked for four weeks of six days each, and 43½ hours in the remaining three days. In October 1891, an engine driver worked 84½ hours in a week of six days, and 68 hours in the next week of four days. On one of these days, after his usual day's work, he was sent to conduct a strange driver, and thus worked a stretch of 23½ hours. On the same dates (October 1st to 14th) a driver worked 77½ hours in five days and 83½ hours in six days. By the system of booking off, these men are often short paid at the end of the fortnight. On the 6.15 a.m. passenger train, between Dunfermline and Dundee, in December 1891, 81 hours were worked in a week of six days, and for the next three weeks of five days each, 67½ hours a week, and in the remaining three days, 40½ hours. On the 7.45 a.m. passenger train, between Dunfermline and Glasgow, 63 and 62½ hours were worked in two weeks of four days, 76 and 72½ hours in two weeks of five days, and in the three remaining days 47½ hours, or an average of about 15½ hours a day. The running of some of the trains previously mentioned in June and July 1892, was as follows:—On the Steelend mineral train, 68 hours in five days, or an average of 13 hours a day. On the Charleston mineral train, 64½ hours in five days. On the Kely mineral train, 70 hours 10 minutes in five days, or an average of over 14 hours a day. On the Lochore mineral and goods train, 54½ hours in four days, or an average of over 14½ hours a day. On the "overworking pilot-single shifted" engine, 66 hours 40 minutes in five days, or an average of 13 hours 20 minutes a day. There is no reason why these long hours should be worked in the middle of summer (26,490-1).

RAILWAYS, SCOTLAND. — Exceptional cases of overtime.	The witness also gave a few exceptional cases, but objected to stating the names of the men concerned, lest they should be "victimized" by the company, though "terrorism" did not exist on the North British Railway to the same extent as on the Caledonian. No evidence could be obtained from men on the Caledonian Railway for this reason. He stated that the particulars he gave would suffice to identify the cases in the company's time-books. On a train in the Dunfermline district an engine driver and fireman were on duty 18½ hours on the 16th of July 1892, 17½ hours on the 18th, 22 hours 55 minutes on the 19th, 23 hours on the 21st, and 18 hours on the 25th, beginning at midnight on Sunday the 24th. On August 1st they were on duty 18 hours in the same way (25,491-5).	heard of cases of the kind. In the cases to which he had referred the men were booked off for a day at a time, and not paid for that day, though bound to consider their time at the disposal of the company (26,556-74).	RAILWAYS SCOTLAND. —
Complaints of the system of working.	In the Burntisland district there is great dissatisfaction, because the men are nearly all on the spare system, and do not run the same trains two days together, nor do they know, on completing their day's work, when they may have to turn out again. Sometimes a man is told at about 9 on Sunday night that he has to run an 11.25 p.m. train. The plan adopted at Dundee, of making out the running sheet in the afternoon, so that the men know what the next shift will be, might as well be carried out all over the line. In this district, also, they sometimes have long stretches of duty, and are then booked off and paid short of a fortnight's wages. In the Thornton district, in March 1892, a goods guard worked 85½ hours and 82 hours in two successive weeks of six days. On each day he came on duty at 6.30 a.m., and off duty at a time varying from 8.15 to 9.15 p.m., except two days, when he came off at 6.30 and 7 p.m. In this district a passenger train has been run for years between Thornton and Glasgow, which was booked at 13 hours 58 minutes, with half an hour before starting and after arriving for attending to the engine, so that the time on duty was 15 hours a day. It was worked by two sets of men and a relief man, two days a week each, in turn with other trains. The witness had frequently "exposed" this train at public meetings, and a slight improvement was made in June 1892. On the Buchhaven branch in this district, in November 1891, a new mineral train was put on, leaving Buchhaven at 12 noon, and returning at 9.55 p.m. The signalmen on this branch are on single shifts, and go on duty at 6.45 a.m. The first day the train ran, the signalmen stayed on duty till 3.30 a.m., and one of them, whose home was three miles off, remained over the next day, being on duty 38 hours. The train did not return at all. In the Stirling district, on the same company's line, the hours are much the same as at Dunfermline. On the local goods train between Stirling and Ladybank, 86 hours were worked in six days in February and March 1892, and on the same dates 94 hours 40 minutes on the Stirling, Forth, and Clyde passenger train. In this case there is an interval of more than four hours at Stirling, but it is partly taken up with shunting. On the same dates over 80 hours were worked on the Stirling and Lumphinnans local goods train, and 88 hours on the Alva and Tillicoultry local goods train. In all these cases the men are booked off one day a week. Two sets of passenger trains in this district are worked by two sets of men, who work 14½ hours and 9 hours 40 minutes on alternate days.	The surfacemen on the Caledonian and North British Railways are quite satisfied with their hours, which are about 10 a day. On the North British Railway they nearly all come off duty at 4 p.m. on Saturday, but not on the Caledonian (26,606).	Hours of surfacermen.
Other cases of long hours.	In the Burntisland district there is great dissatisfaction, because the men are nearly all on the spare system, and do not run the same trains two days together, nor do they know, on completing their day's work, when they may have to turn out again. Sometimes a man is told at about 9 on Sunday night that he has to run an 11.25 p.m. train. The plan adopted at Dundee, of making out the running sheet in the afternoon, so that the men know what the next shift will be, might as well be carried out all over the line. In this district, also, they sometimes have long stretches of duty, and are then booked off and paid short of a fortnight's wages. In the Thornton district, in March 1892, a goods guard worked 85½ hours and 82 hours in two successive weeks of six days. On each day he came on duty at 6.30 a.m., and off duty at a time varying from 8.15 to 9.15 p.m., except two days, when he came off at 6.30 and 7 p.m. In this district a passenger train has been run for years between Thornton and Glasgow, which was booked at 13 hours 58 minutes, with half an hour before starting and after arriving for attending to the engine, so that the time on duty was 15 hours a day. It was worked by two sets of men and a relief man, two days a week each, in turn with other trains. The witness had frequently "exposed" this train at public meetings, and a slight improvement was made in June 1892. On the Buchhaven branch in this district, in November 1891, a new mineral train was put on, leaving Buchhaven at 12 noon, and returning at 9.55 p.m. The signalmen on this branch are on single shifts, and go on duty at 6.45 a.m. The first day the train ran, the signalmen stayed on duty till 3.30 a.m., and one of them, whose home was three miles off, remained over the next day, being on duty 38 hours. The train did not return at all. In the Stirling district, on the same company's line, the hours are much the same as at Dunfermline. On the local goods train between Stirling and Ladybank, 86 hours were worked in six days in February and March 1892, and on the same dates 94 hours 40 minutes on the Stirling, Forth, and Clyde passenger train. In this case there is an interval of more than four hours at Stirling, but it is partly taken up with shunting. On the same dates over 80 hours were worked on the Stirling and Lumphinnans local goods train, and 88 hours on the Alva and Tillicoultry local goods train. In all these cases the men are booked off one day a week. Two sets of passenger trains in this district are worked by two sets of men, who work 14½ hours and 9 hours 40 minutes on alternate days.	Engine drivers and firemen are paid by the hour, and therefore the system of booking them off for a day at a time leads to their being paid short of their fortnight's wages, through the aggregate hours being under 144. At a station on the North British Railway, for the fortnight ending February 24th, 1892, nine drivers were paid from two to nine hours short wages, and 10 firemen were paid from 15 minutes to 12 hours short. For another fortnight, ending March 8th, 1892, 12 drivers were paid from 2½ hours to 16 hours short wages, and 13 firemen were paid from half an hour to 15 hours short. For the last fortnight in July 1892, 14 engine drivers were paid from four to 18 hours short wages. One of them was paid 18½ hours short, because on a day when he had leave of absence he could not be found when sent for. For the same fortnight 14 firemen were paid from two hours to two days short. Meanwhile, some of the men were receiving overtime, especially those with high wages, which has an appearance of favouritism. These facts are not in accordance with the statement of the locomotive superintendent, before the Select Committee on Railway Servants, that a man who worked his full diagram was paid full wages, and that it was spare men and short time men who were paid less (Question 9334). Firemen in that district are paid about 19s. to 24s. a week, which, with two days' pay deducted, is starvation wages (26,490b-26,491). In the case of the Thornton and Glasgow passenger train, already mentioned, the regular engine drivers were paid 7s. a day, and firemen 4s. a day, but the relief man had only 5s. 6d. a day and his fireman 3s. 6d. (26,511).	Rates of wages and method of calculation. Engine drivers and firemen.
Signalman.	At Inverkeithing central cabin, on the North British Railway, the signalmen are on a 12 hours' shift. The number of trains passing in the 24 hours is over 200, and each involves on an average 50 electric signals and 12 entries in the train book, besides a number of lever movements. During a 12 hours' shift the number of electric signals is about 5,950; entries in the train book, about 1,408; lever movements, close upon 1,000. The signalman has to attend to all these duties on the spur of the moment, and a slight mistake may be disastrous. He also has to see that each train passing his cabin is in proper running order, and to attend to shunting operations, which in many cabins give more trouble than the running traffic.	The lamp-lighters at Queen Street Station, on the North British Railway, are paid 12s. or 15s. a week, and in course of time become porters at 18s. a week. Porters at roadside stations have 17s. a week. This is all that they receive, except in the shape of tips, for which they have to "sink their independence." If the company paid the porters a fair remuneration, this degrading system would be done away with. Porters are supplied with uniform by the company (26,517, 26,575-85).	Lamp- lighters and porters.
System of "booking off."	At Queen Street Station, on the same line, the lampmen's hours are 12 a day on the early shift and 16 on the late shift (26,505-17).	Porters on the Caledonian Railway have the same wage as on the North British Railway, together with uniform, and slight privileges with regard to travelling on the company's line. They do not much value the latter advantage, because they cannot get away at the time they wish. They have a savings bank, paying 4 cent., but porters and surfacemen are paid too low wages to be able to take much advantage of it (26,744-63).	Surfacemen.
	The witness was not provided with the details of the day's work of an engine driver, in the form of the working time table. He had no information as to men being booked off during the day, though he had	On the Caledonian Railway, surfacemen's wages were 17s. a week in 1893, and are now 18s., and on the North British Railway 19s. Their wages are so low that they cannot maintain themselves respectably. Platelaying requires considerable skill, and must be thoroughly well done, therefore it should be paid at the rate of skilled labour. These men could possibly earn more in another trade, but they share the general preference of working men for trying to improve the employment in which they are rather than finding another. There are very likely numerous applications for this class of work, owing to the amount of surplus labour in the country (26,602-13).	Surfacemen.
		On Scotch railways, Sunday labour is paid at the rate of time and a half, in the running department only. Signalmen in some districts, as at Laurencekirk, on the Caledonian Railway, are paid only 1s. for coming on duty four times on Sunday. There is not a great deal of traffic there as compared with some centres. The porters are probably no better paid (26,953-67, 27,099-102).	Payment Sunday hour and overtime.
		Overtime is paid for at the ordinary rate of wages (26,878-9).	
		In many cases the companies build houses for their servants, in order that they may live near their work. The rent of these houses is slightly lower than the	Houses.

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average, but the men do not, on the whole, consider it an advantage to have them, partly because of the tenure being conditional on remaining in the company's service. There is a general impression that the companies let these houses in order to have greater control over the men. In the strike of 1890 the companies' tenants were more harshly treated than the other men on strike. For this reason the men would rather go elsewhere for their houses, except for the purpose of being near their work (26,586-96, 26,895-900).

Opinion of railway service as an employment.

Railway work is generally regarded as a steady employment, but there are so many cases of men being victimised for very trifling offences, that a railway servant feels insecure in his position (26,764-5). The witness mentioned his own case as one in point, and stated that men had been discharged for still more trivial offences. He referred to the cases of Grant and Thomson, mentioned by a previous witness. Though the Caledonian Company practise more "terrorism" than the North British Company, they have made larger concessions to their men, but not to the same extent as the Glasgow and South-western Company, whose staff have the best conditions of service in Scotland (26,797-806).

Remedies: (1.) Settlement of disputes by a board of arbitration with compulsory powers.

The witness was entirely opposed to strikes, and proposed that disputes should be settled by a board of arbitration, composed equally of employers and employed, and presided over by an umpire, who should be appointed and approved of by both parties, and whose decision, failing an agreement, should be final and binding (26,535, 26,661-6). This board should be instituted by Act of Parliament, and have power to fix rates of wages and other conditions of labour, and to enforce its decisions by penalties (26,672-88). The penalty for non-compliance should be a fine, but in the case of a workman who could not pay the fine, the witness was not prepared to say whether there should be imprisonment in default (26,892-4). The board might consist of two directors appointed by the railway company and two representatives appointed by the men. By calling it a State board the witness did not mean that the umpire should be appointed by the State; there should be no obligation on either party to accept a particular person. There is at present nothing approaching to a system of conciliation on Scotch railways (27,007-21).

The witness had put forward this proposal at a number of meetings of railway men, and it had met with their approval, but he was not in a position to say that there was a general wish for legislation on the subject, though many members of his society had expressed such a wish (26,735-43).

(2.) A legal 'hours' Bill.

The witness recommended that, in view of the total failure of the Scotch railway men to attain their object through combination, the hours of labour on railways should be reduced by Act of Parliament to 10 hours a day. Members of the Amalgamated Society of Railway Servants are agreed on this point, and unanimous resolutions in favour of such a measure have been passed at numerous centres. It is acknowledged that a hard and fast restriction is impossible, but it is considered that there can be conditions providing for cases of emergency (26,535, 26,666-71). By cases of emergency the witness understood such circumstances as fog and accidents. Most difficulties from other causes could be overcome. Special pressure on holidays can be met by transferring men to the passenger department from the goods and mineral department, which is generally slack at that time. A great deal of improvement could be effected and delay avoided by adding to the siding accommodation and loop lines, and by placing practical and experienced men at the centres where the marshalling of trains is done. In the opinion of the witness, positions of trust and responsibility have hitherto in some cases been given to inexperienced and therefore inefficient persons. It is not fair that other men should suffer from their errors of judgment. The witness thought that with the improvements he suggested, the number of unavoidable exceptions to the proposed limit of hours would not be great, and would not make the Act inoperative. In those exceptional cases the men should be paid at overtime rates (26,984-7,007, 27,024-34).

The witness regretted that the Select Committee on Railway Servants had not recommended legislation on hours of labour. A Ten-hours' Bill should be framed

on the lines of the evidence laid before that Committee (26,944, 26,955).

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SCOTLAND.

MR. JOHN CONACHER, MR. MATTHEW HOLMES, and MR. JAMES McLAREN.

General manager, general superintendent, and locomotive superintendent of the North British Railway (27,103, 27,129).

North British Railway Company.

Mr. Conacher referred to the evidence of Mr. Ballantyne and Mr. Paisley, and in the first place to the statement that during the whole running of the Scotch railway strike of 1890, "no direct overtures" were made by either of the contending parties, until those which resulted in the settlement. The witness mentioned that in December 1889 the directors had offered to meet deputations from the staff in the following month, but that the locomotive men and signalmen had refused to appear unless all the deputations were received together. Another offer to meet the men in grades was made in a circular issued by the late general manager, Mr. Walker, in November 1890, to which no response was received. The witness handed in a copy of the circular (see Appendix 174). The strike began without notice on Monday, December 22nd, and on the following Saturday, Mr. Walker met the Lord Provost and Councillors Bruce and Ritchie of Dundee, and terms for resuming work were drawn up, and embodied in a memorandum. Mr. Walker's offer was, to meet, on the following Monday, a deputation of one man from each class of North British servants on strike, and arrange for the directors to meet the different classes within the next fortnight to discuss any question that might be brought forward, provided that the North British men on strike would resume work on Tuesday, December 30th. Councillor Bruce and Councillor Ritchie then went back to Dundee, and the witness was informed that they saw the men on strike there, who agreed to the terms, and telegraphed their decision to the executive of the Amalgamated Society at Glasgow. Mr. Walker repeated the same offer at interviews with Lord Aberdeen, Mr. Haldane, M.P., Principal Rainy, and others, adding that all prosecutions against the men would be withdrawn on the resumption of work, and that they would be restored to their former positions so far as these might be open. It was not until January 29th, or 39 days after the strike had begun, that the offer first made on the sixth day of the strike was accepted, and a meeting took place with representatives of the men, who agreed to the very terms which Mr. Walker had proposed. In accordance with these terms, arrangements were at once made for holding the projected meeting with the directors. It took place on February 18th, and the result of it was communicated in a circular which was issued to the staff on March 16th, 1891, and slightly modified on June 1st, 1891. The witness handed in these circulars (see Appendix 174) (27,105-11).

Allusions to the evidence of previous witnesses. (1.) Negotiations during the strike of 1890. Question 26,051.

The witness had gone through all the specific cases of long hours which had been given in evidence, and had tabulated them, placing the explanation of each case opposite to the extract from the evidence. The table was handed in (see Appendix 175).

(2.) Cases of long hours.

Mr. Ballantyne stated that the North British men at Alexandria have a complaint that while they work long hours they are paid short time. The reference here is to a portion of the staff at Balloch, where four of the engines are worked by a link of five sets of men. Before the strike, there were four sets of men, with sufficient relief to give one day off in the week. The new system was intended to limit the hours to 7½ a week, and in busy times the staff was no more than sufficient, but in slack times the men were short paid. On July 29th, 1893, they made a request to be put on the trip system, and this was granted, and at the same time the hours were reduced so that the average booked time of the trains is 10½ hours (27,129).

Question 26,297-302.

With regard to the cases of long hours mentioned by Mr. Paisley, the witness gave the following explanations.

Questions 26,406-1.

The first case he believed to be that of an engine driver named Henderson, at Cowliars. If so, the time stated to have been worked in the 14 weeks specified, is 35½ hours in excess of the time for which he was paid, which again exceeded his actual working time by one hour a day, specially allowed to

Hours of goods engine drivers and firemen.

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him for going to and from his work. Deducting this allowance, an actual working time is left of 928 hours, or for the 78 days, an average of not quite 12 hours a day. It is believed that Henderson might often have finished his work sooner (27,129). In the case of the Sighthill and Milngavie goods trains, the period given, in December 1891, was remarkable for an unusual number of accidents to goods trains, which deranged traffic over the greater part of the system, especially in the neighbourhood of Glasgow. In October 1893 the booked time of this train was reduced from 11 hours 15 minutes to 9 hours 55 minutes. In the case of the Cowairs and Larbert train, the same special cause of delay applies. The booked time of this train was reduced in October 1892 from 12 hours 5 minutes to 10 hours 25 minutes, and the actual time of the guards working it, for the fortnight ending October 15th, was 148 hours 20 minutes, or an average of 12 hours 22 minutes a day. The Hamilton goods train was said to have worked 181 hours 40 minutes in 12 shifts, in January 1892. The explanation is that there were snow blocks on the Monkland main line, over part of which this train runs, and on branch lines, affecting the working generally. On January 25th there was snow and fog, causing considerable detention to trains in the western district. This train has a booked time of 10 hours 25 minutes. In the next case there was the same cause of detention. The booked time of this train is 9½ hours. The working of the Hamilton goods train for a fortnight in February was not correctly stated. The longest stretch was 16 hours 20 minutes, and the shortest 13½ hours. The working in this case was disarranged by several accidents to goods trains. In the case of the Sighthill and Perth express goods train, for the fortnight ending March 15th, delay was caused by snow and accidents to other trains, and on one occasion the train was detained 5½ hours in consequence of the engine having broken down. During the fortnight ending March 1st, there was considerable detention from snow and accidents. The time worked in the fortnight beginning April 13th was 146 hours 50 minutes, and not 171 hours 5 minutes. The train to which those three periods relate is booked with an interval of 3 hours 50 minutes at Perth, and has to await there the arrival of a Highland Railway goods train, which is frequently late. In October 1892 the booked time was reduced from 12 hours 25 minutes to 11 hours 55 minutes. The Sighthill and Kilbowie goods train was also delayed by snow and by an accident to a Caledonian train. The booked time of this train is 9 hours 20 minutes. In the case of the Sighthill and Berwick goods train, for a fortnight in July 1892, the actual time of the guard was 146 hours 35 minutes, of which 13 hours 18 minutes were spent at Berwick waiting for the North-Eastern Company's through goods train, of which this train is the continuation. Its booked time is 10 hours 50 minutes. The Sighthill district is a very congested district and very subject to fog, and in winter there is great difficulty in getting trains along. Additional sidings and relief lines are being constructed, which will shortly enable the company to reduce the irregularities still more than has already been done (27,134-6). The four cases referred to in the Kipps and Bathgate districts, were cases of mineral trains running in December, when, owing to the holidays taken by colliers at the new year, there is a demand for additional supplies of coal. The difficulty of conveying it is increased by the dense fogs which then prevail, especially in the neighbourhood of the Clyde. A large portion of the time stated was spent in sidings waiting for signals, and many of the trains are at that season worked by two sets of men. It was stated that even in summer these trains worked from 12 to 15 hours at a stretch, but in the week ending August 6th, 1892, the average time worked on the Kipps and Bowness train was 12 hours 5 minutes; the booked time of the train was 9 hours 25 minutes, an hour less than it was before March 1892. The 12 hours 5 minutes includes an hour and a half for the engine driver's duties before starting and after arriving; thus, the actual time of the train averaged 10 hours 35 minutes. The first week in August is a very busy time for passenger traffic, to which goods traffic gives way. The Kipps and Clydebank train was not running at all in August. Its booked time is 10½ hours. The Bathgate and Ratho train was running then, making an actual average time of 11 hours 2 minutes (or 12

hours 32 minutes for the engine driver) as against a booked time of 10 hours 25 minutes. The Bathgate and Ratho train was running on an average actual time of 12 hours 2 minutes, as against a booked time of 11 hours 40 minutes. This train is now to be relieved of a number of stops (27,138-42).

In the case of the trains in the Dunfermline district, the hours stated occurred at a time when the company were unable to give the usual amount of relief, in consequence of the prevalence of influenza among the staff. Out of the 31 drivers stationed at Dunfermline, there were 12 absent on sick leave in October, November, and December 1891, for an aggregate period of 113 days. The driver of the Lochore train worked on all the six days in December on which he was stated to have been booked off, and was paid for the additional time. That train was booked 11½ hours, but the time is now reduced to 11 hours. The 10.30 a.m. Burntisland train, and the two-trip and three-trip mineral trains, are trains employed mainly in the conveyance of coal for shipment, and are, therefore, subject to considerable risk of irregular working. They have from time to time been altered in order to reduce that risk, and further alterations are being made. The booked times of the three trains were respectively 11 hours 42 minutes, 10 hours 55 minutes, and 11 hours 20 minutes, but are now 10 hours 40 minutes, 10 hours 40 minutes, and 10 hours 15 minutes. The case of the engine driver who was said to have worked 23½ hours at a stretch, was as follows:—On Saturday, October 10th, 1891, he was on duty 13½ hours, and was then required to conduct a special train over seven miles of its journey, not taking charge, but merely travelling on the footplate to give the driver information. If he had expressed any unwillingness to take this duty, which, as a rule, no engineman would object to taking, the foreman would have made other arrangements, and the man would not have suffered in any way. He was sent to Inverkeithing by passenger train at 8 p.m., arriving at 8.10, and there slept in the pointsman's box till 1 a.m., and then took the special train, returning to Inverkeithing at about 3.20, and waiting there again till nearly 6 a.m., when he returned to Dunfermline. He was paid for the whole of the time, and did not resume work till 6.15 on Monday morning (27,142-6).

In the case of the 6.15 a.m. passenger train between Dunfermline and Dundee, there is an interval of 3 hours 20 minutes at Dundee, during which the enginemen run a short trip occupying 4½ minutes. They have a day off once a fortnight. The working of the 7.45 a.m. train between Dunfermline and Glasgow has been altered, so as to bring the daily working time down to 12 hours 5 minutes. Under the old working there was an interval at Glasgow of 3 hours 37 minutes, most of which was available for rest, and a further interval at Thornton of four hours. The Inverkeithing pilot single-shifted engine has to assist passenger as well as goods trains, and when passenger trains are running late, in the summer, delays in relieving the men are unavoidable (27,154).

The six exceptional cases of long hours in the Dunfermline district have been identified. The first case of 18½ hours was due to the relief driver mistaking his orders. The second, of 17½ hours, was due to the illness of another driver. The third, of 22 hours 55 minutes, was a case of a special train which was worked by an engine driver who had been in the shed nearly all day. In the next case of 23 hours, there was an interval of eight hours, during which the driver was waiting for his train. The next two cases of 18 hours relate to the same driver as the previous one. In one case he was detained shunting, all the spare men being engaged in working special trains, and in the other case, which occurred on the first Monday in August, the traffic was delayed. This man is employed in odd work, and spends a good deal of time waiting to do any duty that turns up. His hours would not have been long on any of these occasions but for special circumstances (27,154-5).

The system of working in the Burntisland district is not quite as stated. The duty sheet for each week is posted at the locomotive shed every Saturday about midday, but there are two Sunday night trains which cannot be arranged for until information is received on Sunday evening as to the movement of vessels and the output at the various collieries. No complaint has ever been made to the company

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engine
drivers and
firemen.Exceptional
cases of
overtime.
Questions
26,503-6.Complaint
of the
system of
working.
Questions
26,503-6.

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Other cases
of long
hours.
Question
26,506-17.

by the men, but if they desire it arrangements might be made to obtain the information about two hours earlier by bringing some of the staff on duty at 4 p.m.

The next case, of a Thornton goods guard, is believed to refer to the 7 a.m. Thornton and Alloa goods train, for which the hours during the fortnight specified were 159 hours 35 minutes, and not 167½ hours. The traffic worked by that train was then heavier than usual in consequence of the Durham strike, and it is now keeping better time. Its booked time is 10 hours 5 minutes a day. The Thornton and Glasgow passenger train, next referred to, has been double shifted since June 1892, and the enginemen now work on one day 12 hours 5 minutes, with two intervals amounting to 5 hours 50 minutes, and on alternate days 13½ hours, with an interval of 2 hours 48 minutes. They are also relieved of the duty of preparing and putting away their engine, and they have three days off every four weeks. The case of the new mineral train on the Backhaven branch, was as stated, but occurred on November 25th. The train was thrown out of course by the traffic not being ready, and it was found impossible to bring it back without serious delay. Orders to release the signalmen from duty were telegraphed as soon as possible. The local goods train between Stirling and Ladybank is booked out 12 hours, working principally over a single line, and it has not yet been found practicable to alter the working, having regard to the traffic of the district. In March 1892, it ran 14 hours a day, the traffic being very heavy in consequence of the demand for Fifie coal during the Durham strike. The Stirling, Balloch, Forth, and Clyde passenger train has, since September 1892, been worked by a double-shifted engine, the men working 10 hours a day, and receiving a full week's pay. The Stirling and Lumphinnans goods train works between two points 27 miles apart, and is subject to considerable risk of delay on account of through and shipment traffic. It is worked by two guards, who have a day off in the week. It has been keeping better time lately, but the working is being specially watched. The driver and fireman of the Alva, Alloa, and Tullinourly local goods train are now relieved of three hours' duty each alternate morning, and the booked time of the train has been reduced from 11 hours 55 minutes to 10 hours 35 minutes. In the case of the two passenger trains next referred to, the booked time has been altered from 13 hours 4 minutes and 7 hours 22 minutes to 11 hours 50 minutes and 7 hours 22 minutes respectively. The actual time is reduced also. It is only in certain congested districts, and in winter, when from climatic causes there is great difficulty in getting the mineral trains along the line, that there is much difference between the booked and the actual time. The passenger trains just mentioned are express trains, and would not be subject to the same irregularities (27,155-8).

(3.) Alleged
short pay-
ment.
Question
26,491.

It was also stated by the previous witness, with special reference to the Bathgate and Dunfermline district, that some of the men working the long hours mentioned were short paid owing to the system of booking them off for certain days. The witness explained that the staff was made sufficient for keeping overtime within reasonable limits in busy times, and that when traffic was slack the company could not, except by dismissing men, avoid short paying them. In busy times all overtime is paid for (27,130). In the fortnight ending December 9th, 1891, which is the period referred to, out of 30 firemen stationed at Bathgate, one who had seven days' sick leave was paid 5 days 10 hours, another who had four days' sick leave was paid 9 days 1 hour, and a third who had two days' sick leave was paid 11 days 10 hours. None of these men suffered from want of employment by the company. The rest were paid from 12 to 15 days, showing that the staff was then no more than sufficient for the work. In the first fortnight in August 1891, there were 28 men instead of 30. One man who had three days' leave was paid eight days, losing one day from want of employment; another who had three days' leave was paid nine days; another who had seven days' leave was paid 5 days 7 hours, and another who had one day's leave was paid 9 days 11 hours, losing 1 day 1 hour. Two men were paid 11 hours short, and one man 10 hours short, but the 10 hours included a period when he was booked off, and had £s. lodging money. Three men were paid six hours short, and four men three hours short. Ten men were paid a full fortnight's wages, and three men were paid six hours

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over (27,142). In the cases in which engine drivers and firemen in the Dunfermline district were said to have been short paid, the dates given—February, March, and July—are those in which the mineral traffic is light, while in busy months full time at least is worked. In October 1891, no man in the Dunfermline district was paid short unless from sickness or leave. In February, 21 trains were suspended, and in the first week of March four trains were suspended. At a locomotive centre such as Dunfermline there are three grades of engine men; regular passenger men and regular goods men, who are employed day by day regularly, and mineral men, who are employed according to the requirements of the traffic. Thus it may happen, when coal traffic is light, that there is not a full complement of trains for the employment of the men. Also, under the system of aggregation of hours, overtime is not reckoned till 72 hours have been made for the week. This system is perhaps more general on Scotch railways than on others, but where the trip system is not in use the hours are often reckoned in this way. In the case of the engine driver who was paid 18½ hours short for a fortnight in July 1892, the 18½ hours included 12 hours' leave which he applied for. This left him 6½ hours short in that fortnight, which was a slack time for mineral traffic. For the last fortnight in July 1892, there were 11 and not 14 mineral and pilot drivers short paid, to an extent ranging from three-quarters of an hour to 1½ hours, with a total of 70½ hours. Between the 9th and the 31st of July, 14 mineral trains were suspended in the Dunfermline district. The work was distributed over the staff as equally as possible. The reason why the more highly paid men are not subject to short time is that they are employed on regular trains. There is no favouritism in the matter, for an express passenger or goods driver cannot be put on a mineral train. It is the object of the mineral drivers to be promoted to regular trains from the fluctuating traffic which they work (27,147-54). It was stated that the hours of lampmen at Queen Street Station were 12 a day on the early shift, and 16 on the late shift, and their wages from 12s. to 15s. a week, and that they are promoted in course of time to be porters at 18s. a week, or 17s. if at a roadside station. The staff employed in cleaning lamps at Queen Street Station is, in fact, as follows:—One foreman at 25s. a week; one lampman at 16s. a week; one lampboy at 13s. a week; two lampboys (in winter only) at 12s. a week. The hours are from 6 a.m. to 6 p.m. on the early shift, with two hours off for meals, and from 9 a.m. to 11 p.m. on the late shift, with two hours off for meals. There are eight porters at Queen Street at 19s. a week, 30 at 18s. a week, and one man at 17s. 6d. a week. Their hours are the same as those of the lampmen, but with leave on Saturdays at 2 p.m. for the early shift. Porters at roadside stations are paid from 17s. to 19s. a week. There is not the slightest difficulty in getting porters at these wages, the number of applicants far exceeding the number of vacancies (27,158-60).

(4.) Hours
and wages
of lampmen
and porters.
Question
26,517.

The system of looking off, to which reference has been made in evidence, does not, on the North British Railway, apply to intervals between journeys, except with excursion or other special trains which cannot return for a considerable time, and Sunday trains. In such cases the locomotive men are booked off for a sufficient interval to bring the aggregate time on duty down to 12 hours, but each man is paid 2s. for lodging money besides a full day's wage, and is at liberty to rest. The total number of cases of such booking off in September 1892, was 31, most of which were excursion trains. If the intervals had been reckoned as continuous duty the wages paid for it would have amounted to 6l. 7s. 2d., as against 5l. 18s. paid for lodging allowance. There is no booking off unless the interval is over three hours (27,170-2).

(5.) System
of "booking
off."

Mr. Ballantyne had stated that the improvement in hours of labour on the North British Railway since the strike was very slight indeed. As a matter of fact the work of re-arranging the trains was commenced immediately after the meetings with the directors referred to above, and constant attention has been given to it since, but owing to the complicated nature of the North British traffic, it is a work of considerable difficulty. The witness handed in a table showing the results of these re-arrangements so far as effected, comparing the hours of the engine drivers, firemen, and goods guards in

(6.) Im-
provement
in labour
on the
North
British Rail-
way since
the strike of
1890.
Question
26,521.

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SCOTLAND.

September 1892, with those stated in the corresponding returns to the Board of Trade since July 1886 (see Appendix 176, Table A.). According to this table, there was no instance in September 1892 in which a passenger engine driver or fireman returned to work after less than eight hours' rest, while in December 1891 there were nine such cases, and in December 1890 there were 28. In September 1892 there were two such instances in the case of goods drivers and firemen, as against 241 in December 1891, and 413 in December 1890. The returns up to March 1890 do not show the passenger and goods men separately. There is also an improvement in the matter of overtime. The instances in which passenger drivers and firemen were on duty 18 hours, were 12 in September 1892, as against 30 in December 1891, and 244 in December 1890. In the case of goods drivers and firemen there were 122 such instances in September 1892, against 1,636 in December 1891, and 3,544 in December 1890. Taking the two classes together, there were 134 instances in September 1892, against 1,016 in March 1890, 927 in September 1889, 514 in March 1888, 454 in September 1887, 725 in January 1887, and 762 in July 1886. The comparison brings out similar results in all the cases down to those of 14 and 13 hours' duty, and in those there is an increase. The total number of men on duty more than 12 hours was 1,441 in September 1892 (that is, 277 passenger and 1,164 goods men) against 1,121 in March 1890, 1,040 in September 1889, 899 in March 1888, 872 in September 1887, 925 in January 1887, and 914 in July 1886. The number of engine drivers and firemen was increased about 50 per cent. between January 1886 and September 1892. The traffic receipts increased materially in that period, but not to the same extent.

In the case of goods guards there was no instance in September 1892 of a man resuming work with less than eight hours' rest, while in December 1891 there were 87 instances; 177 in December 1890; 64 in March 1890; 59 in September 1889; 12 in March 1888; 13 in September 1887; 35 in January 1887, and five in July 1886. Here there is an improvement in all the cases of overtime, not only in those of over 14 hours' duty. The comparison between September and December is not quite fair, as December 1890 was the time of the strike, and December 1891 was a very foggy month, perhaps the worst that could have been selected (27,111-21, 27,180-3). In the case of enginemen, the per-centage of men on duty more than 12 hours appears to remain the same, but the time worked over 12 hours is now chiefly limited to one or two hours instead of running up to six and more. A further improvement is no doubt possible, and in order to bring it about the company have added 50 engines to their stock, and run a large amount of additional mileage, and the work of re-arranging the train service is still going on. One reason why progress in this direction is not very rapid, is that the reduction of hours has involved the construction of relief lines and sidings, besides the very large work going on in Edinburgh, on which the company are spending about two millions of money. The extra cost incurred by improvements generally, including wages, cannot easily be calculated, because a comparison of 1891-2 with 1890-1 would include the time of the strike and of the opening of the Forth Bridge, by which the working arrangements were disturbed (27,122-3, 27,177-9). Many of the delays which still exist are due to the detention of trains at junctions, waiting for other companies' trains with which they are in connexion. During the period on which evidence has been given, from October 1891 to July 1892, the number of goods trains so detained at foreign junctions was 1,281, for an average period of 53.73 minutes each, and of passenger trains 3,940, for an average period of 14.19 minutes each. The effects of these detentions of course extend over the whole line. This cause of delay is incidental to the working of railway traffic, but is perhaps more severely felt in the case of a complicated system like the North British, and is aggravated by the condition of things at Waverley Station (27,123-9).

(7.) Alleged breach of agreement by the company. Question 25,061.

The statement that the agreements entered into at the close of the strike were violated by the company is incorrect. The only question which has been raised as to the agreement was raised by some of the enginemen at St. Margaret's and Dunfermline. In May 1892, the foreman at St. Margaret's promoted a man who had been on strike to a post to which a man

who had worked during the strike considered he had a prior claim. The locomotive superintendent, on being appealed to, decided in favour of the latter, telling the foreman that when the claims of two men were equal in regard to competence, willingness, &c., the loyal men were to have preference, and after them, men who came in during the strike or returned before its termination. In the agreement itself nothing was said, except that the strikers were to be restored to their former positions so far as they were vacant, but there was an understanding that no one was to lose promotion merely for having been on strike. In this case the man who had not been on strike happened to have the best record in other respects, and the locomotive superintendent made the appointment entirely apart from the question of the strike. The foreman, however, in informing the men of his instructions, inadvertently omitted the conditions as to "competence and willingness," giving the men an impression that the understanding already mentioned had been departed from. They therefore appealed to the general manager, and after an interview with him they obtained a satisfactory explanation from the foreman, and let the matter drop. A similar question was raised at Dunfermline, at the same time, and in this case, also, the men stated that they would remain satisfied in the meantime till they saw how the principle of promotion would be carried out. There is naturally some risk of difference of opinion between the men and their foreman in such matters, but every care is taken to select the best men for the posts, and those who are not satisfied can appeal to the higher officials, and ultimately to the directors. The witness handed in a table of recent promotions, showing that impartiality had been observed (see Appendix 176).

According to this table, 1,615 engine drivers and firemen were in the service on the 30th September 1892, or had recently left, and of these 14.47 per cent. had worked during the strike, and to them 3.09 per cent. of the promotions since the strike were given. To the men taken on during the strike, who were 15.72 per cent. of the whole, 6.49 per cent. of the promotions were given, and to the men who had been on strike, who were 69.81 per cent. of the whole, 90.42 per cent. of the promotions were given. With the two exceptions mentioned, the witness had heard of no dissatisfaction on this point. The St. Margaret's men had appealed to him "with very great regret and reluctance," expressing gratitude for his assent to a former petition for the re-employment of some of the men left out after the strike (27,160-70). The same explanation applies to the statement by another witness, that the Dunfermline men complained of unfair treatment since the strike (27,170).

Certain alleged cases of vindictiveness on the part of the company towards men who were on strike, or partially to those who remained at work, were explained. The yardman Imrie was dismissed for permitting drunkenness in the goods yard under his charge. Three other men were dismissed and six fined for their share in the irregularity. Of the four men dismissed, two had been on strike and two had remained at work. Of the six men fined, five had been on strike and one had remained at work. The fireman Ketchen was re-employed as a cleaner after his release from prison, because his former foreman recommended him as a good workman. The driver Rowntree was also re-employed as a cleaner, on the application of the superintendent of the Prison Aid Society, to whom he had been recommended for good character by the governor of the prison. In the case of the engine driver Doig, who overran the signals and caused a collision, the Board of Trade inspector's report, while stating that nothing could excuse his evident carelessness, added that he was certainly misled by the action of the (Caledonian) signalman at Alloa Junction. Doig had two months' imprisonment for neglect of duty, but was re-employed in a lower grade at a reduction of pay, in consideration of his having been misled by the signalman (27,173-4).

Mr. Ballantyne stated that the North British returns on hours of labour were false, and that a Dunfermline time-book could be produced in which the figures marked by the man had been altered by the official. This case has been identified as one in which the locomotive foreman had altered the entry of a fireman's time of booking off, believing it to be inaccurate, but the man had entered it again, and had been paid for the full time and five minutes over (27,170).

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Question 25,072-7.

(8.) Alleged favouritism since the strike. Question 25,093-4.

(9.) Alleged falsification of time books. Question 25,050-4.

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SCOTLAND.

(10.) Alleged
persecution
for supply-
ing informa-
tion to wit-
nesses.
Question
25,877.

(11.) Com-
pensation
houses.
Question
25,701.

(12.) Alleged
neglect in a
case of
injury.
Questions
25,600-1.

It was also stated that men who had supplied information had been persecuted, but the company have no knowledge of any such case. They do not know who those men are, except the fireman already mentioned, who was found in the enginemen's room, when he had no business to be there, making extracts from the company's time-books. He has not suffered for his action.

It was suggested by the same witness that it was unnecessary for the company to build houses for their servants, since houses were always supplied where a demand for them arose. On the contrary it is found to be absolutely necessary, and the witness had had 66 applications in one year from men who wished him to recommend the directors to build houses for them (27,175).

The charge made against the company's officials of want of attention to an injured goods guard at Hamilton, is based on an incorrect statement of the facts. A complaint was made to the late general manager, in December 1889, that there had been undue delay in taking this man to the infirmary, and the matter was carefully investigated. It appeared that a doctor was in attendance on the injured man within a few minutes of the accident, and that he was sent to the infirmary almost immediately, by the 9.30 a.m. passenger train to Glasgow, having himself decided against going by a special train, which in this case must have followed the passenger train. The station master at Hamilton accompanied him part of the way, and the district inspector then took him to the infirmary, where he arrived within an hour after his injury (27,175).

Mr. ALEXANDER GOODLET, Mr. THOMAS BALLANTYNE, Mr. JAMES MUDIE, Mr. WILLIAM MELROSE, and Mr. CHARLES FOX.

Scotch rail-
way services
represented.

These witnesses, of whom four had been for a number of years in the service of the Caledonian Railway Company, appeared in order to represent their own views, and to contradict certain statements made by previous witnesses. They had not been elected to represent any body of men, but had ascertained that their opinions were those of a large number of railway men (27,703-9).

Mr. GOODLET had received a suggestion from an official, who had formerly been his foreman, that he might offer evidence. The other witnesses had received no hint on the subject (27,797-812). Mr. Goodlet had been in the service of the Caledonian Railway Company since 1867, and was now a main line passenger engine driver. He had been a member of the Amalgamated Society of Railway Servants from 1872 to 1890, but had left it at the time of the strike of 1890, in which he did not join. He had been slandered by the society and wished to vindicate his character (27,489-503). He had no complaint to make of the management of the society before the strike, but contended that the strike was entered upon in violation of the rules, and was not in accordance with the principles of the society, which was established to promote the interests of railway servants, and to encourage mutual good-will (27,663-7).

The Amalga-
mated So-
ciety of
Railway
Servants.

Mr. MUDIE had belonged to the society for a year, but had left it at the time of the strike, because he disapproved of the purposes to which it had been turned, and of the attitude of the society towards the railway companies, whom it proposed to "bring to their knees." He had understood before joining that the object of the society was merely to protect its members from the "clutches of the law." Moreover, the officials had, in his opinion, acted without the consent of the members, and had misused the funds, and given one another situations (27,600-7). The witness gave no special instance of such conduct, except the case of the appointment of Mr. Paisley as organising secretary. He complained that the society's money was spent on this appointment, while other men who had been on strikes were "left out in the cold," and that the appointment was not made in the usual manner, by a vote of the members (27,710-25). He also objected to the way in which the amalgamation with the English society took place. The membership is now very small. Of the 1,200 or so remaining after the strike, only a certain number joined the English society (27,674-7). Mr. T. Ballantyne was among those who withdrew at the time of the amalgamation. He had been a member for 14 years (27,583-5).

Cause of the
strike of
1883 on the
Caledonian
Railway.

The strike of 1883 on the Caledonian Railway was caused, in the opinion of those in the service at that

U 75099.

time, by the treatment the men received from a new locomotive superintendent. The grievance was remedied by the company, who were not blamed by the men in any way (27,543-7).

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Strike of
1890.

According to the statement of Mr. Goodlet, corroborated by Mr. T. Ballantyne, Mr. Mudie, and Mr. Fox, the Caledonian Company were not responsible for the strike of 1890. It was brought about by the executive of the Amalgamated Society and a minority of the members, who, in violation of the society's rules, went on strike against the wishes of the majority, who had promised to the company and to the world that they would not strike. At the last public meeting held in Edinburgh before the strike, it was decided to have no strike, and one member of the society even proposed that all agitation should cease for four or five years. There was a similar feeling at most of the centres, but the vote of the Glasgow meeting was allowed to override the bulk of the votes all over the system (27,548-52, 27,668-71). The executive of the Amalgamated Society were against the strike, and did what they knew to be wrong in joining in with it. At the Glasgow meeting the members of the society were in the minority, and when the vote was declared the executive ought to have cleared the meeting of non-members, and taken the opinion of the members. The society at large placed confidence in the executive and the secretary, and expected them to carry out their express undertaking to be guided by the wish of the majority. The secretary had no right to depart from this undertaking without notice, and give in to the opinion of the "rabble" (27,680-90). Even at Glasgow it was chiefly the younger men who were in favour of the strike. It was kept up by means of pickets, who prevented men from going to work, not by force, but by false statements as to the extent of the strike, or by promises that if they came out they would obtain all they wanted (27,563-70).

Strike
brought
about by a
minority of
the men,
with the
sanction of
the execu-
tive of the
Amalga-
mated
Society.

Manner in
which the
strike was
conducted.

The witness was of opinion that the law should prohibit interference with a man's inclination to work, whether in the form of moral suasion or otherwise. The very fact of picketing being used indicates an intention to force the men into compliance should other means fail. In this case moral suasion was generally carried on by a large number of men meeting a man on his way to work, and telling him, quite untruthfully, that all the men in another district were on strike. There would have been no strike in Edinburgh but for the pickets who came from Glasgow (27,691-3, 27,629).

The witness
opinion of
the system
of picketing.

The witnesses agreed, however, in stating that in their experience no threats or physical force had been used, though the pickets went about with weapons, and the men were afraid to pass them. Dwellings were erected in Edinburgh on the company's premises, but rather to accommodate the new workmen than on account of any danger to the men in going through the streets. At Glasgow the pickets attempted to take a shunter by force to a meeting, and also promised him strike pay, but in Edinburgh they went no further than verbal abuse (27,643-58). Mr. Mudie stated that he was then working a train running into Glasgow, and was so much afraid to work that he joined in the strike against his will. The pickets assembled in crowds, and he expected violence, though none was used (27,608-9, 27,613).

Physical
force not
used as a
rule.

During the strike there were prosecutions for malicious mischief. At Hamilton some of the strikers were charged with running two engines off the rails (27,659-62).

Prosecutions
during the
strike.

Mr. MELROSE, who had been a signalman on the Caledonian Railway for 13 years, stated that the Caledonian signalmen, as a body, had practically no grievances at the time of the strike, and would not have come out if they had not been interfered with. The strike was brought about simply and solely by the Amalgamated Society, who put difficulties in the way of a settlement between the men and the company. It was stated at their meetings that those who went and arranged with their employers were traitors. Before the strike various matters of disputes had been amicably settled by deputation to the company. On one occasion the men in the Glasgow district sent a deputation and obtained 1s. or 2s. a week advance in wages, a suit of waterproofs, and a yearly premium of 3l. for freedom from accidents. About the same time the witness took a prominent part in an agitation for increased pay among the signalmen in the Glasgow district. After a very friendly interview with the general manager on November 15th, 1889, an increase of 2s. a week was obtained. The general manager

Another
account of
the strike.
Position of
the signal-
men.

Objection of
the Amalga-
mated
Society to a
settlement
between the
men and
the company.
Previous
settlements
of disputes.

RAILWAYS, SCOTLAND.	remarked on that occasion that he had no fault to find with their procedure, since they had applied through the heads of departments. None of the men who conducted that agitation are at all the worse for it, and some have been promoted, notwithstanding the statements made by certain witnesses that those who take part in such movements are invariably "spotted" (27,622-3, 27,628, 27,630).	RAILWAYS, SCOTLAND.
Agitation preceding the strike.	The course taken by the agitation in 1890 showed that the majority of the men were opposed to the strike. Cards were distributed wholesale at all the meetings, to be signed by those who were prepared to send in their resignations to the companies, through the secretary of the Amalgamated Society. They were signed by non-members as well as members of the society, and in many cases on the spur of the moment, without considering what was involved. Up to December 6th only 4,173 of these notices had been sent in, and these were considered insufficient, since the society alone claimed to have 7,000 members, and there were thousands outside it. The executive proposed to make a further effort to secure resignations, and this proposal was submitted to 34 meetings in different places on December 14th, when there were 875 votes in favour of it and 600 in favour of the amendment proposing a strike.	Present conditions of labour on the Caledonian Railway. "Short payment" does not exist. Rates of wages.
Result of meetings on December 14th, 1890, and on De- cember 21st.	On December 21st the amendment was carried by a large majority at a meeting at Glasgow, whereupon the executive, who had always declared against striking without the support of the majority, and without the legal notice, now renounced their obligations and talked of paralysing the traffic and bringing the companies to their knees. Many of the men on the three principal lines in Scotland were induced to leave their work without notice, and means of all kinds were used to persuade or intimidate those who remained at their posts into deserting them. The witness, who was then a signalman at the Central Station, Glasgow, was promised free admission to the Amalgamated Society and strike pay of 10s. a week if he would leave work and persuade his mates to do the same, but he persistently refused. Picketing was carried on to such an extent that some of the men who remained at work had to go about in plain clothes to avoid molestation. In some cases assaults were committed.	Hours of labour. Engine drivers and firemen.
Measures taken to induce the men to leave work.	After six weeks the men went back to their work, without having gained anything by the strike. Had the Amalgamated Society allowed the men to meet the companies in grades, the matters in dispute could have been amicably settled. The "aspirations" of engine drivers and signalmen are quite different, and each grade must necessarily be treated on its merits, and it is only by friendly discussion between masters and men that any real progress and reform will ever be made (27,630-2). The facts and figures stated by this witness were obtained partly from newspapers and partly from information given by the officials of the Amalgamated Society, not from any sources at the command of the Caledonian Company (27,781-3).	Signalmen.
Picketing.	The witnesses knew of no feeling among the men that the company had not behaved fairly to those who went out on strike, except in the case of a few for whom vacancies have not yet been found. There are not many still out of employment, as they are constantly being taken on as vacancies occur, and some have other situations (27,620-1). There are no complaints of breach of agreement by the company. Where men have not been taken on, or not been promoted equally with others, it has not been on account of the strike, but of some fault of their own (27,701-2).	
Result of the strike. Respon- sibility of the Amalgamated Society.	Two of the witnesses, Mr. T. Ballantyne and Mr. Mudie, had joined in the strike, and remained on strike during the whole of it. The former had been in the service of the Caledonian Company since 1875, and had joined in the strike of 1883. In 1890 he was a passenger pilot engine driver at the rate of 5s. 8d. a day. After the strike he was re-engaged in February 1891 as passenger fireman at the reduced rate of 4s. 6d. a day, but was promoted in April 1892 to the post of relief driver at 5s. 6d., and in June 1892 to that of passenger driver at 6s. 6d. a day (27,574-82). He had no cause to complain of the conduct of the company towards him since the strike (27,586). Mr. Mudie had been in the service of the Scottish North-Eastern Company since 1862, and had passed through all the grades in the locomotive department. He had lost his situation as goods	
Sources of information.		
Denial of any unfair treatment of the men since the strike.		
Experience of the wit- nesses.		
	driver owing to the strike of 1891, but had been re-engaged as mineral driver in August 1891. He had reason to praise rather than to complain of the conduct of the company to him since the strike (27,591-7).	
	The witnesses stated that there was no such thing on the Caledonian Railway as payment by the hour, or short payment for less than a full week's work. The company's servants are paid weekly wages, and always in full, though a week's work is not guaranteed (27,517-25, 27,699-700).	
	Firemen's wages are from 18s. to 24s. a week, or 26s. a week for those who have an extra shift. Drivers' wages are from 27s. to 42s., or 42s. to 45s. with an extra shift. Sunday work is paid at time and a half (27,526-9). One witness, in the service of the Scottish North-Eastern Railway Company, was paid 7s. a day as a main line passenger driver, and worked from 122 to 128 hours a fortnight for 13 days' pay. He had never been short paid (27,612-4). The wages of signalmen are as follows:—12-hour boxes, 20s. to 24s. a week; 10-hour boxes, 23s. and 24s. a week; 9-hour boxes, 25s. a week; 8-hour boxes, 25s. a week. Special class 8-hour boxes, 26s. a week (27,628).	
	On the Caledonian Railway, the hours of passenger engine drivers are generally 12 a day. They may be one or two hours more on some days, but are never above 72 hours a week. The journeys are arranged so that the men reach home at the end of the day's work. It is doubtful whether this arrangement could be made with a 10 hours' day. Mr. T. Ballantyne, a passenger engine driver, had worked less than 11 hours on an average for the last five months. One witness, Mr. Mudie, had run goods trains before the strike of 1890, and the day's work was then within 11 hours, and was sometimes completed in nine. In exceptional cases he had worked 13, 14, and 15 hours, 16 being the maximum. He had never heard of goods drivers working beyond that time, except through fog or an accident, which prevented communication with a locomotive station where relief could be obtained. Otherwise, engine drivers and firemen are always relieved on application if they are likely to be late in arriving at their destination. In these exceptional cases overtime was paid after 72 hours a week, or if a different system prevailed the men were booked off for a certain time (27,742-69). Goods engine drivers' hours on the Scottish North-Eastern Railway average about 132 a fortnight (27,611). The majority of the men would object to a hard and fast line with regard to hours (27,615-9).	
	The hours of signalmen on the Caledonian Railway are eight, nine, 10, and 12 a day, according to class. In many of the 12-hour boxes there are very few trains to be dealt with, in some cases only 30 in the 24 hours, while in others there are about 200. The average is something like 100 in the 24 hours. The work in these boxes is not harassing in any way, being more routine work than anything else. They are principally in the country districts where there is little traffic, and the men have a great deal of spare time, which they devote to literature. In many cases the company have reduced the hours by closing these boxes for several hours during the night. No signalmen are on duty for more than 12 hours at a time, except through an emergency, such as an accident, or the sudden illness of the relief man. The company's officials keep a very large staff of spare men on duty for the purpose of dealing with such cases (27,628). The witness did not think there was a single instance of a signalman working more than 12 hours, except under circumstances over which the company have no control (27,771-80). Signalmen have three days' holidays in the year, and in some cases a week, with pay (27,628).	
	On the Caledonian Railway there are premiums of 3l. a year for firemen and 5l. for drivers for freedom from accident. These premiums are very much valued. One witness had received 85l. in this way in 19 years, and had thus purchased a life insurance policy, from which he would draw 100l. on reaching the age of 55, the same sum being payable to his wife on his death. He mentioned this because he and others considered some of the evidence given by "society officials" very unfair to the company, and he wished to show the advantages which the service offers to those who do their work efficiently (27,530-4). Signalmen, also, have a yearly premium of 3l. for freedom from accident, that is, for not having	

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Privilege tickets and other advantages.

Occupation of company's houses.

Caledonian Servants' Friendly Society.

Savings bank.

Relations between the company and their staff.

System of promotion.

Remedies: (1.) Legislative interference with hours objected to.

"caused, contributed to, or by neglect, failed to prevent" one (27,638-9).

The company's servants and their families are allowed privilege tickets at greatly reduced rates, for any journey on the company's line. The third-class fare between Glasgow and Edinburgh is 5s., reduced at privilege rate to 1s. 9d. Engine drivers are provided with jackets every two years, and fees are paid for those who wish to learn ambulance work, a knowledge of which is frequently useful to themselves and the public in cases of accident. At Glasgow, meeting halls and reading rooms have been built by the company for their servants (27,335-42, 27,640).

Houses of a superior class to those commonly to be had, and at lower rents, are let by the company to their servants. There is very keen competition for them, and about a dozen applicants for each one that is vacant. The company sometimes receive petitions to build houses at various places along the line. The rents run from 5l. 4s. to 7l. a year, while other houses in Glasgow or Motherwell with the same accommodation are let at almost double these rents. Objections have been made to the rule obliging the company's servants to leave the houses on leaving the service. There is not much hardship in this, as it is a recognised condition of service, and it is often an advantage to a man removing to another part of the country to be able to get his house off his hands at once (27,633-5).

A friendly society has been established by the company, allowing, for weekly payments of 3d., 4d., or 6d., a weekly benefit in illness of 8s., 12s., or 16s. Corresponding amounts are paid on the death of a member or member's wife. For the half year ending December 1891, there were 2,527 members in the society, and for the half year ending June 1892 there were 2,941 members. The company do not object to their servants belonging to some other good friendly society if they prefer it (27,636). The directors contribute to the funds of the society, but have no share in its management. The members elect the officers. The society has no rule affecting the operation of the Employers' Liability Act. It is open to receive contributions from anyone (27,784-86).

The company have established a savings bank which gives interest at the rate of 4 per cent. per annum. It is available for the company's servants and their wives and families. According to the report for the year 1891, there were 3,000 depositors, and the sum in the bank amounted to 327,849l. 11s. The amount deposited in the year 1891 was 72,105l. 1s. 2d., and the interest paid was 12,074l. 6s. 11d. There are three different methods of depositing money. It can be kept off the pay fortnightly, or paid into the local station master or agent, or taken to the office of the bank. In 1891, 7,325 transactions took place through the first method, 2,710 through the second, and 4,185 through the third, a total of 14,220 transactions (27,636-7).

The relations between the Caledonian Company and their men in general, and the men in the passenger department in particular, have always been and continue to be of the most cordial nature, and the service is very popular. It was the men in the passenger department who chiefly stood by the company in the strike of 1890. It is not the case that information cannot be had from the Caledonian servants on account of the terrorism that prevails. There is no terrorism whatever on the Caledonian Railway. There are better signalmen on the Caledonian Railway than on any other in Scotland, because there is more promotion among them. A very large percentage of the station masters are appointed from the ranks of the signalmen, and there are now five inspectors who have been signalmen. There are various classes from which they are recruited, but the best signalmen are those who have begun as telegraph boys in the signal boxes, because they have the training which is now necessary for the work of a signalman (27,628, 27,645).

All the witnesses expressed an objection to State interference between railway companies and their servants, and a preference for negotiating with the company for reduction of hours rather than obtaining it by legal enactment. The general opinion of the Caledonian Railway men at the present time is that they have better treatment from the company than they could get through legislation, and many of them are very well contented. It is the desire of

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most of the men to have a 10 hours' day, but many members of the Amalgamated Society now see that a universal 10 hours' day to be established by law is a "very stupid thing" to advocate. It would certainly mean a reduction of wages, partly because of the vast expenditure involved by the improvements of the last 20 years in the Caledonian Railway service. In many cases the hours do not exceed 10 a day, and the Caledonian Company have always promised that the application of any particular grade for shorter hours would be considered, and granted if reasonable. There are numbers of men who might have obtained a shorter day if they had applied in separate grades according to the rules. The employer's point of view should also be taken into account, and the companies object to State interference. The intervention of a third party has been tried and found to be a mistake, and the men now believe "through bitter experience" that the best course is to act as their employers desire (27,505-16, 27,726-33). One witness, Mr. T. Ballantyne, made the further objection to the reduction of hours, that it would involve the disadvantage to the men of being booked off away from home (27,784-41).

The witnesses agreed in their objection to strikes, and to any interference between employers and employed, and in the opinion that any matter in dispute could best be settled by discussion between the persons concerned (27,571-3).

(2.) Conciliation recommended.

Mr. JAMES THOMPSON.

General manager of the Caledonian Railway (27,813). Referred to the evidence of previous witnesses, especially to that of Mr. A. Ballantyne and Mr. Paisley.

Allusion to statements by previous witnesses. Question 29,085.

Mr. Ballantyne's estimate that the Amalgamated Society of Railway Servants for Scotland contained 4,000 or 5,000 members in August 1892, was an overstatement. The Scotch and English societies were amalgamated in August 1892, and the general secretary stated at the railway men's congress in October that the number of members taken over from the Scotch Society was only 1,250 (27,814-6).

Membership of the Amalgamated Society of Railway Servants.

With regard to hours of labour on the Caledonian Railway, Mr. Ballantyne stated that complaints had been made for many years of the long stretches of hours worked, especially in the traffic department, and of the short rest which the men are allowed before turning out on duty again. That statement cannot be held to apply to any but the mineral traffic department. Any long stretches of hours of which mineral engine drivers, firemen, and brakemen have complained, have been caused either by (1) accidents, breakdowns, fog, and exceptionally stormy weather; (2) the fluctuating character of the mineral traffic, causing great pressure at times; (3) the want of heartiness and diligence among the men for some time before the strike of 1890.

Question 26,036. Hours of labour on the Caledonian Railway.

For many years the rule on the Caledonian Railway was that no man should be allowed to resume work without an interval of eight hours, but in June 1891 the minimum interval was extended to nine hours, and there has not been a single complaint since. This rule applies to all the departments, and any infraction of it is very exceptional.

It is incorrect to state that the usual hours of mineral engine drivers, firemen, and brakemen, range from 13 to 13 and 14 hours. The average hours of the staff in that department, at the time when Mr. Ballantyne gave his evidence, were considerably under 12 hours a day.

Questions 25,062-3. Hours worked in the mineral department.

All mineral trains on the Caledonian line are booked on a basis of 10 hours a day. There are 237 trains booked under 10 hours, and 16 over 10 and under 12 hours. The men's booked time includes in addition the time, about an hour and a half, that they are on duty before the departure and after the arrival of the trains. In order to compare the booked time with the actual time worked, the witness had procured a statement of the working of every mineral train in the Lanarkshire district for the week ending September 24th, 1892. At Carstairs, the total average daily working was 11 hours 5 minutes; at St. Rollox, 11 hours 31 minutes; Hamilton district, 11 hours 27 minutes; Motherwell district, 11 hours 30 minutes; Polmadie or Glasgow district, 11 hours 41 minutes. These returns are taken from the mineral brakemen's sheets, and the times include an hour for

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attendance before and after the journey, to which an extra half hour must be added for the engine drivers and firemen. The working time thus differs very little from the booked time. The witness did not consider 1½ hours an excessive day's work for six days a week. It is difficult to calculate the proportion of running time in the case of mineral trains, which have to make way for goods and passenger trains, and therefore spend a considerable time in sidings. The work thus consists partly of standing and watching signals, and is not a continuous strain on the men (27,816-31).

Questions
25,167, 25,174.
Changes in the hours of mineral drivers.

Before 1883, as Mr. Ballantyne stated, the mineral drivers had a 10 hours' day, which was afterwards lengthened to 12 hours, but by a re-arrangement in June 1891, the 10 hours' day was again established, without reduction of pay (27,996-8001).

Questions
25,589a-621.
Day's work of an express driver.

Mr. Ballantyne's description of the day's work of an engine driver on the 9.5 a.m. express train from Perth to Carlisle was inaccurate. The train is worked by a Carlisle engine, not a Perth engine. It leaves Carlisle at 3.18 a.m., arrives at Perth at 6.55; leaves Perth at 9.5 and reaches Carlisle at 12.28, so that the actual time on the foot plate is seven hours, the booked train time is nine hours, and the total time of the driver and fireman is 10½ hours. It is not the case that engines are often delayed in getting to the sheds at Carlisle. There is less delay of this kind there than at any other large station on the line. The time occupied is about 15 or 20 minutes (27,832-3).

Questions
25,671-91.
Hours worked by goods drivers on November 24th, 1891.

Mr. Ballantyne gave instances, which the witness was unable to identify, of long hours worked by goods drivers on November 24th, 1891. It happened, however, that that particular day was one of the foggiest in the whole year, and the traffic was, therefore, exceptionally disorganised (27,834-7).

Question
25,635.
Aggregation of hours.

Mr. Ballantyne complained of the system of aggregating hours, and booking off the men for certain days, so that the extra hours they have worked are not paid for as overtime. This is the case, except with the mineral brakemen, who have each day standing by itself, but the men are not short paid as was stated. Of course, where weekly or fortnightly wages are paid, overtime is not counted till after so many hours a week. A man is paid a full week's wages when booked off for one day in the week (27,840-6).

Questions
25,689-91,
25,727-48.
Booking off during the day's work.

Mr. Ballantyne alluded to the practice of booking men off in the course of their day's work. On the Caledonian railway this occurs only in the case of engine drivers and firemen in the passenger department, and when there is an interval exceeding two hours between the outward and return journey. While a man is booked off he is at liberty to do as he likes, and, therefore, this interval is not included in the return of hours of labour to the Board of Trade, though it is included in the time for which he is paid at the end of the week. In the case of guards, there are frequently intervals of about half an hour, during which they are practically at liberty, but they are not booked off. The returns to the Board of Trade are not, however, affected in this case, since the hours of guards are all within 12 a day (27,848-63).

Questions
25,730-1.

As the booking off system exists only in the passenger department, the time omitted from the return would not in any case bring the hours up to 12 under ordinary circumstances (27,962-5).

Questions
25,730-1.

Mr. Ballantyne mentioned a certain goods train between Edinburgh and Glasgow as an instance of the system of booking off, but, as a matter of fact, no such trains have been booked off at Glasgow for the last two years (27,838).

Recent expenditure, improved working.

The Caledonian Company have spent 150,000*l.* in the last few years in additional sidings, loop lines, and improved marshalling yards. These improvements have been made in order to facilitate the working of the traffic, and thus to shorten the hours of the men. New signal cabins have been built, in order to shorten the sections and expedite the running of the trains. Additional engines have been put on to work the mineral traffic, with the object of keeping the men's hours within the booked time. The average number of engines turned out daily to work mineral traffic has increased between 1890 and 1892 from 150 to 179, and the average number of mineral shunting engines has increased from 63 to 75. The mineral traffic has decreased from 11,689,576 tons in 1889 to 11,449,937 tons in 1891 (27,839).

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The system of hours on the Caledonian Railway is as follows.—In the permanent way department the hours are 11 a day in summer, and from daylight to dusk in winter, with an hour for dinner.

There are three classes of signal cabins; 139 men are on an eight hours' shift, 162 on a 10 hours' shift, and 591 on a 12 hours' shift. No man is allowed to exceed 12 hours. There are 15 or 20 cabins which have a nine hours' shift, and are closed at night. All the cabins are classified according to the importance and amount of work to be done (27,879). The men on a 12 hours' shift are not overworked. Some of the cabins are on branch lines, where there is not more than one train in an hour. The men generally have gardens, and are not obliged to be continuously on duty, provided they are within reach (28,002-6).

System of hours on the Caledonian Railway. Permanent way department. Signalmen.

Passenger guards work on a weekly "roster or diagram" of runs, six trips a week. The day's trips vary in length from 6½ to 12½ hours. In the case of the longer trips there is a clear interval of about four hours for rest, but such cases are very few, the great majority of the trips being considerably under 12 hours. The trips are taken in turn by a group of guards, so that the trip of 12½ hours is only worked by each guard for one week in six.

Passenger guards.

Passenger porters generally work on a system of a 12 hours' day with two hours allowed for meals.

Passenger porters.

The conditions of the goods and mineral departments differ somewhat from each other. The goods traffic is regular and worked by booked trains, whilst the mineral traffic is fluctuating, and is largely worked by special trains. Goods brakemen work like passenger guards on a weekly roster, six days a week. The trips vary from eight to 10 hours, with a few exceptions (not more than four cases), in which the booked time amounts to 12 hours; the sole object in so arranging it being to allow the men to live at their own homes. Mineral brakemen work and are paid on a 12 hours' day, but the trains are all booked for a 10 hours' day, and every effort is made to bring the day's work within 12 hours. In this department each day stands by itself; thus, if a man works nine hours he has a full day's pay, and if he works 13 hours he is paid one hour overtime in addition.

Goods and mineral brakemen.

Shunters or yardsmen in the goods and mineral department work 72 hours a week, or 12 hours a day, with two hours off every day for meals.

Shunters.

All engine drivers and firemen work on the basis of a week of 72 hours. The 12 hours a day includes the time on duty before and after the journey. Passenger drivers and firemen generally work in links, according to a weekly diagram. Shunting engine drivers and firemen are booked on a 12 hours' day, with two hours off for meals.

Engine drivers and firemen.

The manager's instructions to every department are, that in arranging the hours of duty, the convenience of the men is to be duly considered, and it is regarded as a point of great importance to arrange the runs, if possible, so as to allow the men to reach home after their day's work. At Carlisle, where they very often have to stay from home over night, there is a large barracks, with every convenience (27,878-80).

With regard to the proposal for a universal maximum day of 10 hours, the witness stated that in his 30 years' experience of railway working and management, there had never been any desire expressed by the Caledonian Company's servants to be put on a fixed 10 hours' day all round. All grades of practical railway men have acknowledged to the witness that such an arrangement is impracticable. It is very easy for irresponsible persons to say that it is quite possible for the companies to bring the work within the prescribed time, but the numerous contingencies which cannot be foreseen, such as accidents, bad weather, &c., make it impossible to work a railway on such a system (27,877). A 10 hours' day, with provision for exceptions in case of necessity, would be equally impracticable, because the exceptions would be so numerous as to become the rule. Moreover, the men themselves would have a great objection to being restricted to 10 hours; their wish is to make overtime and be paid for it when they get a chance (27,978-89).

A 10 hour day not desirable and impracticable.

The amount of wages paid by the Caledonian Company for the year ending May 31st, 1889, was 83,323*l.*; for the year ending May 1890, 945,275*l.*; for the year ending May 1891, 1,016,101*l.*; and for the year ending

Wages.

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May 1892, 1,041,785L. The total increase in the four years was thus 158,496L (27,929).

Premiums. The premiums paid to their servants cost the Caledonian Company 12,000L a year (27,924).

Savings bank. The difference between the rate of interest at 4 per cent. paid by the company's savings bank and that of 24 per cent. paid by the Post Office, costs them 5,000L a year. The uniforms supplied to the staff cost the company over 8,000L a year (27,923-6) (see Appendix 180).

Question 26,533. Alleged refusal of the Caledonian Company to meet their staff. There is not the slightest foundation for the statement by Mr. Paisley that the Caledonian Company have refused to hold interviews with their servants, and have paid no attention to grievances. The rules of the company and the circulars issued to the staff contradict the allegation. The letter said to have been written in November 1882 by the locomotive superintendent to the men in his department, stating that the directors refused either to entertain a petition or receive a deputation of the men, cannot be traced, and even if it had been written, the men had a right of appeal to the manager and directors (27,936-8).

The directors and officials have always been willing to meet the men, but they will not have interference or assistance from outside persons, and, therefore, object to the intervention of officials of the Amalgamated Society of Railway Servants. They are of opinion that the responsibilities and complications of railway working are so great, that no one is qualified to intervene between employers and employed (27,946-51).

Strike of 1883. The witness had no doubt whatever that the strikes of 1883 and 1890 were both due to the desire of the Amalgamated Society to be officially recognised by the directors of the Caledonian Railway (28,007).

In 1883 the number of men who lost their situations was 185 (27,895).

Strike of 1890. The strike of 1890 began on December 21st, 1890, and ended on January 31st, 1891. The total staff of the Caledonian Railway at that time was 15,800, and the total staff in the traffic and locomotive department was 6,000, while the total number who went out on strike was 2,202, including men who were off duty for one day only. At no one time were there more than 2,000 on strike. On the Caledonian Railway the strike was mainly sectional, and confined to the goods and mineral departments, especially the mineral districts of Lanarkshire. Had it not been for the tactics of the Amalgamated Society, organised by the executive, the strike on that line would soon have come to an end. A wholesale system of picketing was introduced in the principal yards and stations; the men's houses were watched and visited, and men were even prevented by force and threats from going to their work, so that they could not do so without protection from the police or the company's officials. This occurred at all the large centres. In many cases men were sent specially from Glasgow for the purpose of keeping up the agitation. Signalmen in outlying cabins were induced, through misrepresentation, to leave their work, but in nearly every case they came back when they found that they had been misled. The company had to organise a protective staff to escort the men to and from their work, and at some of the principal centres they were obliged to provide dormitories, where some of the loyal men and the new staff could be fed and lodged without leaving the company's premises. Rooms in the stations and engine-sheds, and the Central Station Hotel in Glasgow, were used for the same purpose. The Amalgamated Society had the assistance of the officials of other trade unions, who made inflammatory speeches, and threatened to bring out the colliers and iron and steel workers in support of the railway men.

Tactics of Amalgamated Society of Railway Servants. At the beginning of the strike the company were in an awkward position, as the men left work absolutely without notice. For the first day or so they hoped that the men would return, and took no vigorous action to fill their places. As this did not take place, the company "began to feel in earnest." Every day there were hundreds of applications for employment, and by the end of the strike about 1,400 new men had been taken on. There were far more applications than would have manned the line from end to end. A very great strain was put upon those connected with the management of the railway and on those who remained at their posts, but through the great devotion of thousands of the staff, it was possible to keep the Caledonian line open for traffic throughout the whole period of the strike.

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The entire passenger service was practically maintained, a very full goods service was kept up, and the mineral traffic in January 1891 amounted to 572,057 tons. Among the difficulties to be contended with were the outrages committed by the strikers. Signal cabin windows were smashed, stones thrown at trains, engines thrown off the rails, obstructions placed on the line, tail-lamps taken off trains, and serious assaults committed on the persons and houses of individual servants. Several prosecutions took place in consequence. In one case an engine driver, who kept a small shop in Perth, was attacked in his shop by a number of strikers, who dragged him out by force in a half-clothed condition, and kept him in their hall for a good many hours. He at length escaped and got among the company's pickets, who brought him to the station in time to take the train to Glasgow. He then went straight to the general manager's room, and begged protection, which was granted. This was only one among many cases of a similar kind (27,896-9).

RAILWAYS,
SCOTLAND.

Violent conduct of the men on strike.

At the close of the strike the witness received a deputation of the men, to whom he stated that the company were still prepared to take back into the service as many old servants as possible; that if the strike ended that day all the actions for damages against the men would be dropped; that all the company's tenants who were re-engaged would be allowed to retain their houses, and that those for whom vacancies could not be found would not be required to remove until one month from that date. He further stated that he was still ready to meet any of the company's servants to consider and remedy grievances, according to his circular of November 1890. The deputation urged that in re-engaging men, preference should be given to seniority of service and to married men with families, and the witness agreed to this, but without undertaking to draw a hard and fast line. In accordance with the men's desire, he also recommended the directors not to hold them disqualified for their premium on account of the strike, and this recommendation was carried into effect, and the six weeks of the strike were blotted out as if nothing had occurred. The deputation stated that they were satisfied with the statements of the general manager, and were authorised by the men at all the centres to declare the strike at an end. It was agreed that the next day (Monday) as many men as could possibly be taken back would resume work. The company gave full and liberal interpretation to the arrangements made with the men, but there were, unfortunately, at the time of giving evidence, still 500 men left out of employment (27,901-10).

Deputation received by the general manager.

Termination of the strike.

Mr. Ballantyne's statement that a promise was given that the married men who had been evicted from their houses would in all cases be taken back into the service first, was not correct, and the case of the two engine drivers whom he mentioned was somewhat peculiar. The assistant locomotive superintendent states that these men asked him for work, but he told them that there were no vacancies at the time. He did not say that no more men would be taken back in the Motherwell district, but he mentioned that a savage assault had recently been committed there on a man who had not been on strike, by three or four men who had struck and not been re-engaged, and pointed out that repetitions of this conduct would ultimately prevent the Motherwell men from being re-engaged. His meaning has been misrepresented by Mr. Ballantyne.

Questions 26,203, 26,417-25. Alleged breach of agreement by the company.

The statement that signalmen were required in the Motherwell district shortly after the strike, and that those who had been on strike were not appointed to the vacancies, is not correct. There were then, and still are, more qualified signalmen in the service than are required. All signalmen's vacancies since the strike have been filled in due course of promotion, and no outsiders have been taken on at all. There have been few vacancies, as signalmen generally stick to their places and are satisfied if they are let alone (27,911-5).

Questions 26,416-5. Signalmen's vacancies.

After the strike the directors met the representatives of certain departments in their service. All grades had an opportunity of attending, but only the goods and mineral engine drivers, firemen, and brakemen were represented. After giving them a full hearing, the company undertook, as far as possible, to book the mineral and goods trains on the basis of 10 hours a day, and to extend the minimum interval of rest before resuming duty from eight to nine hours. The

Deputation received by the directors.

Concessions made to the men.

RAILWAYS,
SCOTLAND.

new arrangement took effect from June 1891. In May 1891 the representatives were informed of the decision of the directors, and each of them expressed his satisfaction, and stated that there was every reason to believe that the staff in general were well satisfied (27,914-6).

Questions
25,039-48.
Alleged vic-
timisation of
the men's rep-
resentatives.

There is no truth in the allegations which have been made that the Caledonian Company have victimised men who took part in deputations or in agitations, either before or after the strikes of 1883 and 1890. The directors and the general manager have always said that no man should suffer for taking part in any representation made to them. The cases of alleged victimisation referred to by Mr. Ballantyne had no connexion with any such action taken by the men. James Grant, who was said to have been dismissed for a slight offence, owing to his having taken part in a deputation to the company in January 1890, was not dismissed, but was removed to another post, and afterwards resigned. He had previously been cautioned and fined for the same offence, of carrying the mail bags past their destination. James Buchan, who was said to have been dismissed under similar circumstances, had caused serious inconvenience and delay by closing his signal cabin before the traffic was over. He came on duty at 6.40 a.m., and left at 7.50 p.m., but he had an interval of six hours' rest. He had been cautioned previously for the same offence, and also for oversleeping himself, a fault which is regarded as very serious. Richard Thomson's dismissal was owing to gross carelessness in the working of his engine. His record was by no means good, and there is no truth in the statement that he was dismissed for meeting the directors and giving them his opinion (27,881-93).

Questions
25,920-33.
Alleged per-
secution of
persons who
supplied in-
formation.
Questions
25,547-9.
Dismissal of
Mr. Paisley.

No trace can be found of any instance of men being persecuted by the company's officials for supplying information to witnesses, as Mr. Ballantyne alleged (27,894).

Mr. Paisley's statement that his dismissal was connected with the strike in 1883, in which he had joined, was incorrect. He was dismissed in February 1883 very soon after being re-engaged, but his dismissal had nothing to do with the strike, but was due to the irregularity which he mentioned. He had been cautioned and fined about 20 times before, and the reason that his mate was not also dismissed for the same offence was that Mr. Paisley was the instigator (27,939-44). The certificate of character of which he complained was taken, as is usual, from his record in the company's books. It would not have been an honest certificate if it had not referred to the fact that he had left on strike. The remainder of his record was not inserted, because it is not usual to do more than state a man's character in a general way (27,990-5). Mr. Paisley supposed this reference to the strike to be contrary to the agreement between the company and the men that "by-gones should be by-gones," but the manager's circular, to which Mr. Paisley here alluded, dealt only with the relations between the loyal men and those who had struck (28,008-10).

Question
25,085.
Alleged dis-
missal with-
out notice or
wages.

It is not, as Mr. Ballantyne stated, a common thing on the Caledonian Railway to dismiss a man without notice and without wages. In such a case as an engine driver being the worse for drink while on duty, this would be done. The general practice in grave cases of negligence or misconduct is to pay the men up to the date of dismissal (27,847).

Questions
25,138-6.
Board of
Trade
returns.

Mr. Ballantyne referred to the Board of Trade return of hours of labour for December 1890. The period chosen, as already stated, was a time when the men were not working with ordinary promptness, and the return for those three weeks cannot, therefore, be accepted as a fair indication of the hours of duty under normal conditions. The witness was unable to follow Mr. Ballantyne's calculations. He had stated that the passenger engine drivers, firemen, and guards on the Caledonian Railway worked 5,546 hours overtime, the correct number being 2,694; and that the goods and mineral men worked 27,627 hours overtime, the correct number being 22,684. The signalmen, according to Mr. Ballantyne, worked 5,503 hours overtime, whereas the actual number was three hours. In the Board of Trade returns, overtime is worked after 12 hours a day, and Mr. Ballantyne possibly adopted a different standard (27,866-8).

The witness had been greatly astonished by Mr. Ballantyne's statement that certain officials on the Caledonian Railway had falsified the Company's books in order to save themselves, and that the Caledonian returns were inaccurate in consequence. The witness had gone very carefully into the whole matter, and found the statement to be absolutely without justification. In the particular instance given, when an official was said to have returned the booked time of the train instead of the man's hours of duty, those hours were not in fact beyond 12, and were not, therefore, such as to be included in the return. The train referred to had been identified, and it appears that on every occasion during the time alluded to the brakesman's actual hours of work were booked, with a deduction of 3 hours 20 minutes during which he was off duty in Glasgow (27,869-76).

The Caledonian Company own 1,337 houses for occupation by the company's servants. The tenancies of these houses are eagerly sought after, as they are convenient for the work and moderate in rent. The company are continually receiving requests to build more. The rents vary from 1s. 6s. to 2s. 6s., and, in a few cases, 3s. a week, or about half the rent for other houses in the same district. The terms of occupancy are governed by the rules of engagement in the company's service. The special case in which those terms have been complained of was that of the houses at Motherwell. The company own a large number of houses there close to the line, and there are also numerous tenements leased by the company, and let to the staff at such low rents as to cause the company a considerable annual loss. In the strike of 1890, a number of the company's servants and tenants at Motherwell left their work without notice, and men had to be obtained to fill their places. Owing to the scarcity of house accommodation, and also to the action of the executive of the Amalgamated Society, it was quite impossible for the new men to obtain houses or lodgings of any kind. The company's inspectors reported that unless accommodation could be found, these men would not remain at work. One of the principal officers of the company was therefore sent to ask the men on strike to return to their work or to vacate their houses. They refused to do the one or the other, and the directors were then obliged to take legal steps, and the usual ejectment notices were served upon the tenants. No attention being paid to the notices, the company's law agent took steps to enforce them. Decrees were granted by the sheriff against 62 tenants, of whom 16 were evicted, 10 left the houses, and 36 were not interfered with. The company's agent found it impossible to carry out the ejectments with the police assistance that could be obtained in the district, on account of the agitation in the town, and ultimately he applied for military protection, and a detachment of dragoons was sent to Motherwell on January 5th 1891, and remained for the whole of that day. The agitation kept up by representatives of the Amalgamated Society was so strong that an additional force of police had to be obtained to keep order, and, notwithstanding this, the damage to the houses vacated, and the threats used against any men who should go into them, were such that the company could not use their property for the accommodation of their staff. Mr. Ballantyne's statement that the company did not require the houses was incorrect. The company never had more need of the houses, and it was solely due to the violence of the men on strike that they could not be occupied. The company were obliged, for some time after the strike, to lodge their staff in the engine-shed buildings at Motherwell. On no other occasion had the company had any trouble with regard to the terms of occupancy. The company has no special privileges beyond those of other landlords with regard to notice of the termination of tenancy. There are weekly, fortnightly, monthly, quarterly, and half-yearly tenants in Scotland, and ejectments are very commonly resorted to when necessary, whereas the evidence of previous witnesses seems to imply that they are exceptional (27,917-22).

RAILWAYS,
SCOTLAND.

Questions
25,301-5.
25,940-51.

Occupancy
of the
company's
houses.

Question
25,090.
Ejectments
Motherwell
during the
strike.

The com-
pany's pri-
vileges as
landlord.

The suggestion that engine drivers should be examined and certificated by the Board of Trade is superfluous. All engine drivers go through the preliminary stages of cleaners and firemen, and have all the training required to make them thoroughly competent. A knowledge of the line, and of the curves and inclines and signals, is of course necessary, besides training

Questions
25,081-4.
Examine
engine
drivers and
certificates.

RAILWAYS,
SCOTLAND.

in the mechanical work of driving an engine. A cleaner must have at least a year's experience as such, before he can be examined as to his fitness for promotion to the grade of fireman, and the average service of cleaners before they become firemen is two years. No one is appointed fireman under 20 years of age, and no fireman can be passed as an engine driver till after five years' experience as fireman. Every fireman is personally examined and practically tested by the locomotive superintendent. A Board of Trade certificate would not add either to the security of the public, or to the power of an engine driver to obtain a situation. No one has a greater interest than a railway company in the thorough competence of engine drivers (27,930-2).

Question 25,099. Inquiry into accidental deaths.

The Caledonian Company have not contracted themselves out of the provisions of the Employers' Liability Act. In cases of accidental death on the railway, in Scotland, the Procurator Fiscal, that is the Public Prosecutor, has power to make private inquiry. There is no compulsory and public inquiry as in England. The accident at Dalry Junction, referred to by Mr. Ballantyne, through which a passenger shunter was killed, occurred through the man leaping from the engine while in motion, and it could not be ascertained whether he fell or was knocked down by the balance lever of the signal arm. The signal post is not in a dangerous position, and it is not necessary either to change its position or to alter the balance lever. The post is at the required distance from the rails, and its position was fixed in the usual manner by the officers of the company and the Board of Trade inspector (27,934-5).

Question 25,712. Popularity of the railway service.

Mr. Ballantyne's statement that railway service is not a popular employment in Scotland, is "glaringly

contrary to fact." In the locomotive department on the Caledonian Railway there are at present five applications for every vacancy. This state of things no doubt partly arises from a general want of employment, but men appear to prefer the railway service to other work, and in the agricultural districts there is a great desire to get into it, even on the part of those in good employment. There are several reasons for this, such as the wages and the nature of the work, and the chances of promotion.

The efficiency of the present staff of the Caledonian Railway is entirely satisfactory (27,927-8, 27,958-61).

It would not be advisable to resort to arbitration for the settlement of disputes between railway companies and their staff. The process would be never-ending, and would also be destructive of discipline. It is very necessary that the men who work on a railway should know that they are there to obey orders, and have no appeal from them to an outsider (27,945).

RAILWAYS,
SCOTLAND.

Remedies objected to: (1.) Arbitration.

On the same principle the witness would object to any more Government interference with railways than there is at present. The suggestions made in the report of the Committee on Railway Servants are certain to be carried out by all the companies. The responsibility which rests on the officials of a railway is very heavy, and it is not advisable that any one should interfere with the arrangements for which they are and know themselves to be responsible. The management of a railway is a more complicated matter than that of a coal mine. There is nothing to complain of in the present functions of the Board of Trade, but rather the reverse. Its officials do not, however, assume any responsibility for the working of the line (27,952-7, 27,966-73).

(2.) Government interference.

RAILWAYS, IRELAND.

RAILWAYS,
IRELAND.

RAILWAYS,
IRELAND.

Witnesses examined:—

- Mr. W. FOREMAN, Secretary of the Amalgamated Society of Railway Servants for Ireland.
- Mr. F. DAWSON, General Manager of the Londonderry and Lough Swilly Railway Company.
- Mr. R. G. COLHOUN, Traffic Manager of the Great Southern and Western Railway Company.
- Mr. E. W. MAUNSELL, Secretary of the Dublin, Wicklow, and Wexford Railway Company.

Mr. WILLIAM FOREMAN.

Railway experience of the witness.

Secretary for Ireland to the Amalgamated Society of Railway Servants. Was employed in 1867 on the Londonderry, Seaham, and Sunderland Railway, and transferred in 1868 to the North-Eastern Railway, where he remained till 1886, with an interval of two years' absence from the service, and was employed successively as messenger, telegraph clerk, number taker, train clerk, shunter, goods guard, foreman, and sub-inspector (26,187, 26,242-4). The witness took a prominent part in the North-Eastern hours movement in 1883, and in 1886 entered the service of the Amalgamated Society of Railway Servants as sub-editor of the "Railway Review." In 1890 he was appointed secretary to the Irish branch, and went over to Ireland (26,274, 26,339-40, 26,342-3).

Amalgamated Society of Railway Servants (Ireland).

The Amalgamated Society of Railway Servants was formed in 1873, and introduced into Ireland in 1885. It did not make much progress until 1889 or 1890, when several movements took place for improvement in the conditions of service (26,188-9).

Improvements in the conditions of labour on Irish Railways since the introduction of the society.

The witness handed in a pamphlet (see Appendix 168) containing particulars of the improvements brought about by the Amalgamated Society since its introduction into Ireland. The increase of wages to the men in general, and particularly those in the traffic and permanent way department, have amounted to an average of 20 per cent., and in some cases to 40 per cent. Payment for overtime has been obtained in a good many cases where it did not formerly exist. The system of reckoning six days to the week instead of seven, with extra payment for Sunday work, has been introduced. The witness computed that about 30,000*l.* a year had been transferred from the railway companies into the pockets of the men since the introduction of the society. The chairman of the Midland Great Western Company had stated to the shareholders, that the concessions made to the men on that line had involved an increased annual expenditure of 10,000*l.* The case was about the same with the Great Northern of Ireland and the Great Southern

and Western (26,192). Before the introduction of the society there was practically no restriction on the hours of labour, and men were kept on duty till their work was completed. Now there is in most cases, if not an actually regulated 10 hours' day, yet something nearly approaching to it, and men are not often called upon to work more than that number of hours, except in the running department, where hours cannot easily be regulated. In most of those cases overtime rates are paid (26,281).

The present conditions of labour on the nine principal Irish railways are as follows:—

Present conditions of labour. Wages.

The wages of engine drivers range from 5*s.* to 7*s.* 6*d.* a day on two lines, from 5*s.* to 7*s.* on four lines, from 5*s.* to 5*s.* 6*d.* on one line, from 3*s.* to 6*s.* 6*d.* on another line, and on another they are 3*s.* a week. Firemen are paid from 3*s.* to 4*s.* a day on three lines, 2*s.* 6*d.* to 4*s.* on one line, 2*s.* 6*d.* to 3*s.* 6*d.* on two lines, 1*s.* 8*d.* to 3*s.* on one line, 3*s.* on another, and 17*s.* a week on another. Shunters are paid from 13*s.* to 23*s.* a week, foremen shunters sometimes 25*s.*, goods porters from 13*s.* to 18*s.*, and in a very few cases 19*s.* Goods checkers have from 16*s.* to 22*s.* 6*d.*, head porters or foremen from 17*s.* 6*d.* to 31*s.* 6*d.*, platform porters from 12*s.* to 17*s.* 6*d.*; junior porters in some cases have only 7*s.* or 8*s.*, and though termed juniors they are full-grown men. Signalmen have from 14*s.* to 23*s.* 6*d.*, passenger guards from 13*s.* to 25*s.* on the chief lines, where there is also a special class receiving 27*s.* or 27*s.* 6*d.* Assistant passenger guards have from 17*s.* 6*d.* to 20*s.*, goods guards 18*s.* to 25*s.* 6*d.*, and brakemen 17*s.* 6*d.* to 19*s.* Ordinary permanent way men have 12*s.*, 13*s.*, 14*s.*, or 14*s.* 6*d.*, and permanent way gangers 2*s.* or 3*s.* a week more (26,189). Gatemmen at level crossings are paid from 9*s.* 6*d.* to 12*s.* a week on the Great Northern Railway, except some at Newry, who have 14*s.* a week. On the Midland Great Western Railway they have about 15*s.* a week. On the Great Southern and Western their wages are from 12*s.* to 15*s.* a week. The work is not hard or continuous, and the men sometimes

RAILWAYS,
IRELAND.Comparison
with wages
in other
districts and
employ-
ments.

have a house close to the gate, but the wages are too low (26,480-7).

The wages of railway men, in all grades except the locomotive department, are very much lower in Ireland than in England, and those of the locomotive men are not quite up to the English standard (26,329). The wages paid in the lower grades are no better, and even worse than those of ordinary labourers, and can only be compared with those of agricultural labourers, whose responsibility and skill are very far inferior (26,370-2). The signalmen on some lines earn from 14s. to 16s. a week; 14s. on the Waterford and Limerick Railway, and 15s. to 16s. on the Great Northern of Ireland. The work of signalling now requires much more education and intelligence, and involves much more responsibility than it did under the old system. It is also physically harder. The Waterford and Limerick Railway have only partially adopted interlocking and the block system. The witness could not say whether the 14s. men work the block system or not (26,371, 26,375-85).

Railway men earning 12s. a week have in most cases families to support. They live in miserable huts, and are very poorly clad (26,360-5.)

The Great Southern and Western Railway is undoubtedly the best line in Ireland in the matter of wages (26,293). Wages are low on the Northern Counties, and very poor on the Lough Swilly Railway (26,225).

Overtime
payment.

On three lines overtime is paid to the locomotive men after 60 hours a week, at the rate of time and a quarter. On one line, the Belfast and Northern Counties Railway, they are paid at the rate of time and a quarter after 10 hours a day, each day standing by itself. On one line drivers are paid 6d. an hour after 12 hours, and firemen 3d. an hour. On another line drivers are paid 6d. and firemen 3d. an hour after 74 hours. On the Londonderry and Lough Swilly Railway, no overtime is paid for or recognised. Shunters are paid at the ordinary rate of wages for overtime after 10 hours in several cases, and in one case at time and a quarter after 8 or 10 hours. In other cases no overtime is paid except under special circumstances. The same arrangement applies to goods porters and platform men, and traffic men in general. Porters at Queenstown, on the Great Southern and Western Railway, are paid an overtime rate of 3d. an hour for turning out at night to attend the trains that run in connection with the American mails.

On three lines signalmen are paid 4d. an hour for overtime after 8, 9, 10, or 12 hours. On one line they are paid at time and a quarter. On the other railways there is no standard regulation of hours for the signalmen.

Passenger guards are paid overtime at time and a quarter after 10 hours on one line; on others no overtime is paid except in special cases, such as a guard working an extra train. Goods guards are in the same position, except on the Great Northern of Ireland Railway, where overtime is paid at the ordinary rate after 60 hours a week (26,189-91). On the Waterford and Central Railway, guards, or porters employed as guards, running special trains after hours, are paid about 1s. or 2s., according to the distance, while the porters kept on duty at roadside stations to pass these trains are allowed nothing extra (26,225). Permanent way men have overtime payment in some cases, at the rate of time and a half, in other cases at ordinary rate, or they have time off in lieu of payment.

Payment for
Sunday
work.

Payment for Sunday work for locomotive men is at the rate of eight hours to a day on three lines, and at the ordinary rate on four lines. Shunters are paid at time and a quarter on one line; on two lines there is no pay for Sunday work, and the ordinary rate applies on the others. Porters and guards are in the same position as shunters. Permanent way men are paid at the ordinary rate on two lines, at time and a half on two lines, and double time on three lines, and gangers are allowed a trifle for walking their length on Sunday morning.

In most cases the men in the traffic department are paid only for the time worked. Thus, where they are paid at 3d. an hour, they may go on duty twice on Sunday for half an hour each time, and receive 3d. This is done on the Great Northern of Ireland, and was done in the Northern Counties Railway until quite recently, when 1s. was made the minimum for

any portion of Sunday work. On the Great Southern Railway the minimum is two hours' pay, and on the Midland Great Western half a day's pay. Christmas Day is worked as a Sunday on all lines, but it makes no difference in the week's pay whether the men work or not, except in the locomotive department, where, if there is no work on Christmas Day, there is no pay. The same applies to Good Friday, except at the northern end of the Great Northern Railway, where it is worked as an ordinary day (26,191).

The gatemen at Newry, on the Great Northern Railway, are not paid for Sunday work, though they have made application for it both personally and through the union. On the Midland Great Western Railway the case is the same (26,480-2).

Overwork is less prevalent on Irish than on English railways, and the regulation of the day's work is quite as good as in England. The Amalgamated Society has been the means of introducing a great improvement in this respect (26,329-31). There are, nevertheless, many cases of long hours. Enginemen and guards work from 10 to 14 and 15 hours a day, or even more. Shunters work 8, 10, 12, and 13 hours, goods porters from 10 to 12 and 13 hours. Platform men work 10, 12, 14, and 15 hours, and permanent way men work 9½ hours in winter and 10½ in summer. These are the net hours of work, where meal times are allowed (26,191). The longer hours are chiefly in the goods department. The shunters, who work 12 or 13 hours, are on a single shift. There is very little overwork in the passenger service, and where the hours are long there are generally intervals of rest, as, for instance, on the Great Northern limited mail, where out of 13½ hours on duty there are four or five hours at the terminus. During this interval the men are at the beck and call of the company, and may in some cases have their time fully occupied, and therefore this time ought not to be deducted from the total working hours (26,396-402). Attempts have been made to book the men off during such intervals, but the protest of the men has been effectual so far. Railway managers are disposed to deduct these hours when giving evidence on the hours of labour, but the pay bills have not been affected (26,373-4).

RAILWAYS,
IRELAND.Hours of
labour.Intervals in
the day's
work.Hours on
various
railways.

The Belfast and Northern Counties Railway has the best system of hours (26,284). It has established a 10 hours' day, each day standing by itself. This applies to the whole of the traffic department, but not to the permanent way men (26,225, 26,267-73).

On the Waterford and Central Railway there is a system which entails very long hours. Particulars of it have already been given to the Select Committee on Railway Servants, and it is still the practice to work special trains on that line with men who have completed an ordinary day's work. This occurred on 31 occasions during the four months ending March 18th, 1892, and involved from two to 10 hours' overtime, making the day's work 15, 16, or even 20 hours. Porters are taken from their ordinary work to act as guards of these specials. There are very long hours on the Londonderry and Lough Swilly Railway (26,225).

The hours of gatemen at level crossings on the Great Northern Railway are 12 a day, or more. At Newry they vary from 13 to 15, and there are some who work 17 hours. The gates sometimes have to be opened for vehicles at all hours of the night (26,480).

The Great Northern and Midland Great Western Railways profess to allow a few days' holidays to the men in the traffic department, but the witness was informed that such holidays were very difficult to obtain, except for the guards. On the Great Southern and Western Railway there are no holidays whatever. On the County Down Railway passenger guards have a week's holiday in the year. The permanent way men on the Great Southern and Western and the Midland Great Western Railways have about eight or nine holidays in the year, and on the Northern Counties Railway six (26,191).

Holidays.

On the Great Southern and Western Railway the signalmen have a bonus for good conduct, and on the Midland Great Western Railway the locomotive men have a premium for economical working and good conduct. This is the only Irish line where such a bonus exists. The system has not, in the witness' experience, worked very satisfactorily in England. It leads to quarrels among the men, and to bad methods of economy (26,191-2).

Bonus
and other
allowances.

RAILWAYS IRELAND.	The traffic men, with few exceptions, are provided with clothing annually by the company. Enginemen on the Great Northern have an overcoat every two years, and on the Midland Great Western and the Great Southern a jacket and trousers are given every two years (26,192).	RAILWAYS IRELAND.	50 per cent. is returned, less deductions. According to the company's balance sheet, the men's contribution in one year was 1,100 <i>l.</i> , and the amount drawn from the fund was 1,957 <i>l.</i> Thus, allowing a small margin for management expenses, the men, as a whole, receive as much as they pay in, but it is contended that there is individual hardship (26,311-27) (see Appendix 202).
Passes.	Passes are usually granted for men and their families once a year, and more frequently by the consideration of the officials (26,192).	Fines and deductions.	The imposition of excessive and sometimes unjust fines for certain offences is a very great grievance, particularly in the locomotive department. These fines are mentioned in the rules, but the amount is at the company's discretion. The witness believed that the system was an infringement of the Truck Act, but there was difficulty in obtaining a test case. A man might perhaps legally object to pay the fine, but he would then probably be dismissed. The witness did not see how an employer could be prevented from making a man work for nothing on pretence of fining him (26,332-5). In one case an engine driver was fined 5 <i>l.</i> for running into a buffer-stop, which is, of course, a serious offence. On some lines the superintendent has published a scale of fines. Where premiums are paid to engine drivers the fine is taken off the premium (26,389-94, 26,452-5) (see Appendix 200 and 202).
Occupation of companies' houses.	There is no such thing as a railway man having a house rent free. Those who live in company's houses are always made to render some special service for the privilege (26,192). These houses, which are of a fairly good class, are sometimes located at level crossings, and occupied by permanent way men, who attend to the crossing and have the house in lieu of payment. Some are built for the convenience of pointsmen working at a distance from a village. The term of occupation comes to an end with the term of service with the company. This condition is not a hardship under ordinary circumstances, when a man has decided to leave the service, but in the case of a strike, when he expects to return, he should have some protection against being evicted at a week's notice, which is too short a period. The object of the eviction in such a case is not to instal a new tenant, but to defeat the movement which the men have in hand. It is admitted that its prohibition would greatly weaken a company's position (20,235-7, 26,415-41) (see Appendix 202).	Rules of the service.	There is a rule by which the company claims the right to deduct from a man's wages, on his leaving the service, a sum representing any damage done to property that he may have held as a workman of the company (26,337). Another cause of complaint is the rule referred to by previous witnesses, that the men shall devote themselves exclusively to the service of the company. They are thus prevented from augmenting their income by other employments, though they are not guaranteed a week's wages except for six days' work. The men do not see the rules until they have entered the service, and they naturally do not leave their employment merely because the rules are harsh. It appears, from the Board of Trade returns, that accidents are frequently due to the breakage of rules by workmen, but it has also been shown that the companies' officials have connived at the rules being broken (26,338).
Benefit funds.	On most of the lines in Ireland there are provident and sick funds, to which the companies subscribe. The witness' information related only to those on four railways, the Midland Great Western, the Belfast and Northern Counties, the Great Northern, and the Great Southern. On the Midland Great Western Railway there is a sick fund, for which deductions are made from the men's wages, and the company's contribution is 200 <i>l.</i> a year, about one-fifth of that of the men. On the Northern Counties Railway there is a similar fund, to which the company add one-fourth of the men's contribution. On the Great Northern Railway the company grant an annual sum, but the amount is not specified in the rules. The witness did not know the amount given by the Great Southern Company.	Dismissal and appeal.	Cases of dismissal without adequate cause have sometimes occurred. A man who had been two years in the service of the Great Southern and Western Company was dismissed for no other reason than that he failed to pass the company's doctor for the purpose of being enrolled in the sick fund. The company gave him a character, simply stating that he had been so long in the service and had been dismissed, but assigning no reason (26,225, 26,405-7). Appeals from the decisions of officials to higher officials or directors are very rare, because the men know that they incur great risk in so appealing. In one case an engine driver who had been 40 years in the service of an Irish company was dismissed for taking the wrong signal at Howth Junction, and driving the limited mail on the branch instead of the main line. It was considered a very hard case, and the man appealed to the directors, but without result. The witness knew no instance of a successful appeal of that kind (26,342-50).
Objections to rules of benefit funds.	There is great dissatisfaction in connexion with these funds. The men object, in the first place, to their compulsory nature. Membership of a sick fund is a condition of employment, and contributions are compulsorily deducted from wages. The next objection is that, except on the Midland Great Western and the Northern Counties Railways, the men are not represented on the committee controlling these funds, and the selection of doctors and administration of the benefits are in the hands of the directors. The Great Northern Company state, in their sick fund rules, that continuance in the service will be taken as an assent of the men to any alteration of the rules that the company may make. A third serious objection is that men are expelled from the sick fund on leaving the company's service, and only receive a proportion of their contributions. An old man cannot join another friendly society, and the men cannot easily contribute to one while in the service, especially as some companies have a rule that members of the sick fund may not belong to another friendly society if the benefits from both exceed their weekly wages. Thus many railway men in Ireland are prevented from joining the Foresters, for instance, who would give them 1 <i>s.</i> a week in sickness in addition to the 10 <i>s.</i> from the company's fund. The companies might reduce the allowance of men leaving the service, and give them only the benefit of their own contributions, but they should be prohibited by law from leaving them entirely unprovided for. Even if membership were not a condition of service, the principal objection might not be removed, because it might be practically compulsory (26,192-3, 26,356-66, 26,306-9). On the Midland Great Western Railway there are three classes of members of these funds, and the first class pay from 7 <i>d.</i> to 1 <i>s.</i> 1 <i>d.</i> a week, according to age, the second class from 5 <i>d.</i> to 9 <i>d.</i> , and the third class from 3 <i>d.</i> to 6 <i>d.</i> The benefits in the third class are a third of their wages for 13 weeks, and 3 <i>s.</i> a week for any further period of illness, with medical attendances. On a member's death, his wife has a sum equal to 10 weeks' pay, and a member has two-thirds of that sum on the death of his wife. On leaving the service	Accidents.	Railway service is not popular in Ireland, except so far as every kind of employment is popular when a large number of men are out of work. Some people have an impression that railway service is a very good employment, and they do not find out their mistake till they are in it (26,304). The witness was not prepared to dispute the statement that there are two applicants for every vacancy on Irish railways. The case of the Wicklow strike, when 250 men were left out of employment, shows that there are considerable facilities for obtaining railway servants of some sort (26,442-3). Accidents are less numerous on Irish than on English railways, owing to the comparative lightness of the traffic. In 1890, according to the Board of Trade returns, there were 13 killed and 16 injured. In 1891 there were 20 killed and 45 injured. These accidents

RAILWAYS,
IRELAND.

chiefly occur to men standing and walking and working on the line, or else shunting. The danger of shunting has been considerably reduced in England and Scotland by the use of the coupling pole, which, however, has not long been introduced into Ireland, and is not much used except on the Great Southern line. Automatic coupling has not yet had a fair trial (26,201).

The insufficient lighting of shunting yards is a cause of danger. Very few in Ireland are properly lighted, except on the Great Southern Railway, where in some cases there is electric light. There are complaints from all the railways as to the exposed condition of the signal rods and wires going over the lines where shunting work is performed (26,202-4). The Great Southern Railway is the only Irish line which employs fog signalmen (26,386-7).

Inspection.

There is need for more vigilant inspection of the working of railways, to ensure the observance of the Railway Regulation Act. In June 1891 there was a serious accident on the Lough Swilly Railway, in which two lives were lost, owing to a single line being worked without a system. At the Board of Trade inquiry a guard named Bonner made some startling revelations as to the working of the line, and though his evidence showed that the men concerned in the accident were less to blame than the defective system, they were tried, and one guard was imprisoned with hard labour. The others were dismissed the service, as was also the guard Bonner, ostensibly for a small dereliction of duty. The witness had criticised the working of the line at the time, and, though his language was no stronger than that of the inspector's report, the chairman of the company had publicly termed him a paid agitator (26,203-5, 26,225). The witness had not been present at the Board of Trade inquiry on that occasion. He was not aware that the company had no power to object to his presence (26,403-12).

Arrest of
railway
servants con-
cerned in an
accident.

The practice which prevails in Ireland, as well as in Scotland, of arresting any railway servant concerned in an accident, though there is no evidence to show that he is responsible for it, is a cause of complaint. Drivers have been arrested even in the case of a man throwing himself in front of a train. The police authorities have now, at the instance of the witness, issued instructions that arrests are not to take place unless there is some evidence of negligence (26,229).

Strikes on
the Great
Southern
and Western
Railway.

The first strike of recent times that took place on Irish railways was in December 1889, on the Great Southern and Western Railway at Cork. It resulted in advances of wages and reduction of hours, and payment for Sunday work, and for overtime in cases where there had been none previously.

On the 30th of March 1890, the passenger guards and signalmen petitioned for some amendment of the new conditions, and sent their petition through the secretary of the local branch of the Amalgamated Society. The company sent a negative reply, not to the secretary, but to the men whose names stood first among the signatures. This disregard of the society gave great offence to the men. The secretary wrote to the company that they were still dissatisfied, and wished to have the matter referred to arbitration. No reply was received, and the discontent of the men increased. About that time, in April 1890, there was a strike of goods porters at Cork, against handling goods delivered to them by men who had been imported in a strike. The goods porters who refused to receive the goods were dismissed, and then all the men in the goods warehouses struck, followed by the goods guards and the passenger guards and porters. At this juncture the rest of the company's servants, who were still discontented, seized the opportunity of joining in the strike, in order to demand an answer to their applications and to assist the Cork men at the same time. There was also another grievance, which was that the company were employing men beneath the standard rate of wages. The general strike began on the 25th of April, and affected about 1,000 men, in fact, all the company's servants except about 20. It was the greatest strike that ever took place in Ireland, and the whole of the south of Ireland was paralysed. Mr. Michael Davitt and Archbishop Walsh approached the men with a view to affecting a settlement. The men were willing that they should do so, but the directors of the company refused to see them. They saw the traffic manager, and it was at length decided that the men should resume work to relieve the distress of the

General
strike in
April 1890.

populace at large, the company undertaking to receive a deputation within a few days and discuss the matters in dispute. The men resumed work on May 5th, not because they were defeated, but solely from public spirit. The subsequent answer of the company to their demands gave them cause to regret that they had not fought the matter out. The witness disclaimed all responsibility for the occurrence of the strike. The men were driven to it by the refusal of the company to recognise the local branch of the union. The traffic manager told the Archbishop of Dublin that the company objected to receiving any communication from the men written on the note paper of the Amalgamated Society; and on the day of the settlement of the strike, the traffic manager gave so much offence to the men, that they would probably have refused to go to work but for influence exerted by the witness. After the settlement there was some further agitation. Three members of the Amalgamated Society were dismissed for certain proceedings in connection with the strike, and the men at Dublin and elsewhere were inclined to strike again for their reinstatement. While a ballot was being taken on the question, a deputation waited upon the directors with certain new claims, which were unfavourably received owing to the rumours of another strike. One very slight concession only was made. The witness could not obtain access to the traffic manager for the purpose of making any arrangement (26,207-8). Another incident connected with the strike was that shortly after its conclusion a porter, who had been engaged by the company during the strike, was assaulted in the streets one night, and identified as his assailants two men, who were accordingly prosecuted. They were acquitted, but dismissed the service, and some time afterwards another man made an affidavit confessing to the assault. The company, however, refused the witness' request that the two discharged men might be reinstated, and they were thrown entirely out of employment (26,225).

RAILWAYS,
IRELAND.

Action of
the Amalga-
mated
Society of
Railway
Servants.

Prosecu-
tions in
connexion
with the
strike.

During the strike seven signalmen were summoned for leaving work without notice, and causing a block on the line. One of them was convicted and fined 10*l.*, which was paid by the company after the settlement. The company recovered the sum, however, by stopping the bonuses of every signalman who had taken part in the strike.

The strike cost the Amalgamated Society 800*l.*, and the company 1,000*l.* a day (26,208).

Cost of
strike.

In 1891 there was a very serious strike of corn porters and others at North Wall in Dublin. So much sympathy was shown with these men, that goods were refused in almost every establishment in Dublin, and there was great difficulty in getting the grain stored anywhere. Some of the goods porters employed by the Great Southern and Western Railway at North Wall refused to receive some grain which had been handled by imported men, with the result that those who took the principal part were turned out of the yard, and all the other men followed except two, and were never taken back. The witness believed that he could have prevented what occurred if he had been allowed to confer with the traffic manager (26,212-3). All those who struck were members of the Amalgamated Society (26,219). The only strikes of a sympathetic character, conducted by that organisation, have been of this kind. The Amalgamated Society of Railway Servants is not federated with any other union in Ireland with a view to mutual support in cases of dispute (26,403-4).

Strike in
1891.

On the Dublin, Wicklow, and Wexford Railway, a strike occurred in January 1890, by which some small concessions were gained, but a great deal of ill-feeling resulted. The traffic manager was very much opposed to the Society, and declared that he would promote no man who had taken part in the strike, so long as he could fill a vacancy otherwise, although on the settlement of the strike, the chairman of the company had said that no one should suffer for it. The men sent a deputation to the traffic manager to ask whether he was prepared to withdraw this threat, but no answer could be obtained either from him or from the directors. A short time afterwards the men prepared to present further claims for improvements in the conditions of service, which were very unsatisfactory on that line. A man who took an active part in this movement was dismissed, and also the chairman of the local branch of

Strikes on
the Dublin,
Wicklow,
and Wex-
ford Rail-
way in 1890.

**RAILWAYS,
IRELAND.**

the Amalgamated Society. The men considered that these persons were removed because of their prominence in the society, and they decided to strike for their reinstatement. A fortnight's notice was given to the company, in accordance with the rules. The witness' letters to the secretary and chairman of the company were disregarded, and the strike took place, but owing to the influence of officials only 250 out of 590 men came out. The strike was thus a failure, and the 250 men were thrown on the funds of the society, the company refusing to take any of them back. The great majority did not wish to return under the existing conditions, but the older men, who were not likely to get other employment, were anxious to do so, and several influential persons appealed to the company unsuccessfully on their behalf. The witness wrote to the chairman of the company, complaining of the character and antecedents of the "new slaves" who had taken the place of the strikers. He handed in a copy of the letter (see Appendix 169). Afterwards, at one of the company's half-yearly meetings, a shareholder complained bitterly of the class of servants employed by the company since the strike, and the witness had called his attention to this letter. The witness had been blamed by the company for causing the strike, but he wished it to be understood, that neither in this case nor in the Great Southern and Western strike had he in any way influenced the action of the men. His business was merely to procure success, if possible, for any action they chose to take. The witness handed in a document containing a full account of the events which led up to the Wicklow strike (26,208-11, 26,286-90).

There have been several accidents on the Dublin and Wicklow line since the introduction of the new men, probably more than on any other line in Ireland. The witness had no figures to support his statement, as the Amalgamated Society had no members on that line (26,213, 26,291-2).

**Cost of the
strike.
Picketing.**

The strike cost the Amalgamated Society 3,000l (26,319). Picketing is carried on with some difficulty in Ireland, owing to the interference of the police. In the Dublin and Wicklow Railway strike four pickets were arrested on the summons of a station master, for frightening a non-union man who had remained at work. The case was dismissed by the magistrate, who pointed out that picketing was legal, and could not be interfered with so long as no violence was used. The Amalgamated Society sued the company for illegal arrest, but the case fell through in the absence of proof that the board of directors had ordered the arrest. The police had interfered in other ways, which the witness thought unwarrantable, by shadowing him from place to place and introducing Government reporters at public meetings. They also make inquiries into the affairs of the society, and demand to see books and papers (26,229, 26,298-301).

**Importation
of labour.**

With regard to the importation of labour on the occasion of a dispute, the witness thought that in the interests of justice this should not be done without due notice being given that the men are required to take the place of men on strike. The absence of such an intimation leads to men being taken long distances from their homes, only to find that they are required to act a part which they consider dishonourable or dangerous. Unless the strike committee pays their journey back they are thrown upon the streets to beg or starve. The witness had intercepted men who were being imported in this way, and induced them to turn back by informing them of the existence of a strike. It should be illegal to engage men without warning them of the state of things. It is useless to ignore the fact that men have suffered physically for taking the place of men on strike, and that it is an unsafe as well as an unprincipled proceeding (26,229-34).

**Proportion
of railway
servants
represented
by the Amal-
gamated
Society:
(1.) In
Ireland
alone.**

The number of men in Ireland employed in the working of the traffic on the seven principal railways is 6,845, and on the other lines 1,154, making a total of 8,000, of these nearly 4,000 belong to the Amalgamated Society of Railway Servants. In April 1891 the membership was 3,500, and it has considerably increased since then. The society chiefly represents five of the seven principal lines, namely, the Great Northern, the Great Southern and Western, the Midland Great Western, the Belfast and Northern Counties, and the Belfast and County Down Railways. The other two are the Waterford and Central and the Lough Swilly Railways. Of the five lines mentioned

**RAILWAYS,
IRELAND.**

the Amalgamated Society represents two-thirds of the engine drivers, nearly two-thirds of the firemen, nearly two-thirds of the passenger guards, three-fourths of the goods guards and brakemen, over two-thirds of the signalmen, and nearly half the shunters. The witness here explained that the Midland Great Western Company apparently returned as shunters a number of men whom he classed as porters. The Amalgamated Society further represents over three-fourths of the goods porters and checkers on these lines, nearly two-thirds of the ticket collectors, nearly half the platform porters, nearly half the carriage examiners, and about a third of the permanent way men, 23 station masters, 17 clerks, and 196 others (26,214-8). The witness had obtained particulars as to the number employed in the eleven grades principally represented, partly from the parliamentary return of 1884 (Mr. Broadhurst's), partly from the more recent returns of hours of labour, and, in the case of the Northern Counties Railway, through his own society. His estimate of the increase since 1884 brought it to the round number of 8,000. He did not think there were more, considering the lightness of the traffic (26,246-55). The witness estimated that in Great Britain and Ireland there were about 150,000 railway men of the classes eligible for membership of the Amalgamated Society. The total membership is about 80,000 (26,344-7).

(2.) In
Great
Britain and
Ireland.

The general manager of the Great Western Railway, in his evidence before the Select Committee on Railway Servants, estimated from the return of 1884 that the number of railway servants eligible for the Amalgamated Society was 259,000 odd. [H.C. 1891, No. 342. Questions 2653-7, 3039-43, 5149, 6025-9.] The witness believed that this calculation included grades which the society did not include, such as clerks and other persons. The society is chiefly designed for men directly engaged in dealing with the traffic, though a few stragglers from other grades may be found. Those who are eligible for other societies are not admitted (26,456-61).

There is no organisation of clerks and station masters, and they appear to be in want of one. There is nothing to prevent a station master from taking a post at less than the proper salary (26,302).

In March 1890, when the witness went to Ireland, there were about 20 branches of the Amalgamated Society there, and a great many members, probably 5,000, brought in by the agitation that was then proceeding. Many of them never paid any subscription, after joining (26,274-9).

Recognition
of the union.

On some of the railways in Ireland the Amalgamated Society is not recognised; on others it is recognised, that is, the companies are willing to negotiate with the representatives of the society for the settlement of disputes and redress of grievances. Many railway directors and managers have an erroneous impression with regard to the society. It is objected to as being a "third party," though it is constituted solely of workmen in the employment of the companies. The men form themselves into an organisation in order to protect their interests and the man whom they necessarily appoint to conduct their affairs merely carries out their instructions without dictating to them any policy. If railway directors and managers would take this rational view of the matter, they would see the wisdom of acknowledging such a society in a way which would certainly contribute to harmony between employers and employed. Until they do so there is a prospect of continued labour struggles, while the full and respectful recognition of the societies, which workmen have a legal right to form, and the discussion of points at issue by the official representatives of employers and employed, would render strikes unnecessary. No official of a trade society wishes to encourage a strike. It is useless to suggest conciliation or arbitration unless workmen are strongly organised, for arbitration is never offered to them unless they are strong enough to do without it. It follows, nevertheless, from their accepting arbitration, that they are willing to waive their claims should they be disallowed. Every man should belong to a union, and those who do are justified in making every effort to induce outsiders to join (26,220-4).

Arbitration
and organi-
sation.

The Amalgamated Society is recognised by the Belfast and Northern Counties Railway Company, and has increased very much on that line in the last year or two. In August 1891 the men in the traffic and

Relations of
the Eccles-
and North-
ern Counties
Company
with the

RAILWAYS,
IRELAND.
Amalgamated
Society.

permanent way departments signed memorials asking for a reduction of hours and a revision of wages. The wages were low and still are so, the hours were very long, and the system of payment for overtime and Sunday work was very unsatisfactory. The memorials were submitted to the company by the secretary of the Amalgamated Society at Belfast. The company replied to his letter, though in an evasive manner. On December 23rd a deputation from the various grades waited upon the directors, but the witness was not allowed to be present. Some slight reduction of hours was granted, but the men were far from satisfied, and the movement was then placed in the hands of the witness. He asked for an interview with the directors, who accordingly held a special board meeting for the purpose, and discussed with him the demands of the men. It was discovered on that occasion that an official of a trade society was "not a party that anyone need be afraid of, that he was but a human being, and that he had a certain amount of intelligence about him." The conference resulted in the adoption of a very satisfactory system of hours, namely, a 10 hours' day, each day standing by itself, and payment at the rate of time and a quarter for overtime and Sunday work, which is a very near approach to the terms of the national programme which the society seeks to establish. The matter of wages was not so satisfactorily arranged, and as there were many men to whom the revision of hours did not apply, it was felt that the wages question must be pressed. The company refused to discuss it any further, and a strike was proposed, but the result of the ballot did not justify this step, and the movement is, therefore, dormant. The witness would have defended the action of the men if they had chosen to strike under such circumstances, but he did not believe that the Belfast and Northern Counties directors would have allowed the dispute to go so far.

Relations of
the Midland
Great
Western
Railway
(Ireland)
and the
Amal-
gamated
Society.

On the Midland Great Western Railway the Amalgamated Society is on excellent terms with the company, who make no difficulty whatever about acknowledging it and entering into negotiations with the officials. The chairman of the company, Sir Ralph Cusack, has acknowledged the wisdom of recognising the right of the men to combine. There is good feeling and mutual respect between the officials and the men. In 1890 a movement for improved conditions of service on that line resulted in a considerable advance of wages, and payment for Sunday work, and in some cases for overtime; and many smaller concessions have since been made in a friendly way, by means of the society.

Relations of
the Great
Northern
Company
(Ireland)
and the
Amal-
gamated
Society.

The Great Northern Company have acknowledged the Society since March 1890. An agitation then took place, which would have resulted in a strike, had not the company sent for a deputation of the men accompanied by the official representative of the society, and made terms of settlement, two days before the strike notices were to expire. The Great Northern Company recognised that the society had influenced the men in accepting those terms, and friendly relations were established. The witness hoped that they might continue, as the society is very strong on that line, and cannot prudently be ignored. On no other line in Ireland has the Amalgamated Society so far improved the conditions of labour. The gain to some of the men by the movement of 1890 was 40 or 50 per cent. It has, however, required vigilance to keep the company to the terms of their agreement (see Appendix 203). In one case a stoppage of overtime pay has frequently occurred, but this is the fault of subordinate officials.

Relations of
the Great
Southern
and Western
Railway

On the Great Southern and Western Railway things do not go on very smoothly, because the company will not acknowledge the society. They have an ungrounded notion that the society was the cause of the great strike of April 1890. Thus the usual channels for the consideration of grievances are closed. There have been cases of unjust dismissal, in which no redress could be obtained, and the only assistance within the power of the society has been to take legal proceedings for the recovery of wages withheld during the period of suspension before dismissal. This has been done in one case, and in another case that step was prevented by the payment of the money. There have been many complaints from the men, but the witness did not wish to dwell upon them and cause further ill-feeling (26,225).

Three prominent members of the Amalgamated Society were dismissed by the Great Southern and Western Company soon after the strike. The witness admitted

that their conduct had not been the best, but contended that their offences would probably have been overlooked but for their connexion with the society. It is not likely that even on this line a man would be dismissed solely for that cause, but there is a danger that members of the society may get off less easily than others. It is more often the local officials than the directors and chief officials who attack these men. It is obvious that if a man complains through his society, and has his grievance remedied, it is rather a "take down" for his immediate superiors. A certain amount of the misrepresentation which has prevailed in Ireland with regard to the society has been due to the decided hostility of the press. In one case the chairman of the Waterford and Limerick Railway referred to the witness as the instigator of a great strike in Limerick, but finding that he was mistaken he readily apologised (26,225-9, 26,303).

RAILWAYS,
IRELAND.
(Ireland)
and the
Amal-
gamated
Society.

On the Londonderry and Lough Swilly Railway a member of the Amalgamated Society was dismissed for canvassing for members and collecting contributions. There can be no question about the cause, for the manager of the line has stated that any man he found in the Amalgamated Society of Railway Servants would have to leave it or leave the company's service. The witness had been publicly attacked by the chairman of the company for criticising the defective working of the line on the occasion of the accident in June 1891 (26,225).

Londonderry and
Lough
Swilly
Railway.

On the Dublin, Wicklow, and Wexford Railway the opposition to the Amalgamated Society is very strong, and the second strike of 1890, already referred to, was occasioned by the dismissal of two prominent members (26,208, 26,225).

Dublin,
Wicklow,
and Wex-
ford Rail-
way.

On the Waterford and Central Railway, the fireman O'Connor, who was dismissed for refusing to work a third shift after being on duty for 23 hours, was considered a martyr to the principles of the society. His case was brought before the Select Committee on Railway Servants (26,225, 26,413-4).

Waterford
and Central
Railway.

On those lines where the Amalgamated Society is recognised, its relations with the companies are fairly good. There is little to complain of in the others, except the fact of non-recognition, and everything has been quiet lately. Since these companies have already adopted the principle of recognising societies among their workmen in the case of organisations of engineers and mechanics, the witness supposed that they were waiting for the Amalgamated Society of Railway Servants to demonstrate its strength (26,310).

In England the North-Eastern Railway Company and some of the Welsh companies give the society fair recognition, and have consented to discuss matters with the general secretary. The witness had never known the society to adopt a policy which could imply a desire to dictate to the railway companies in any way, neither did the principal Irish companies take that view of his action on behalf of the men (26,351-9).

The Amalgamated Society of Railway Servants has no rule against working with non-unionists, but the witness had personally a very strong feeling against their being employed where there is an influential union. The man who participates in the advantages gained through an organisation which he refuses to join, is a parasite on organised labour, and should be educated into better principles, or induced to leave of course by fair means (26,367-9).

Attitude
towards
non-union-
ists.

The best preventive of strikes, so far as the witness could judge from his considerable experience, would be the discussion of points at issue by a conciliation board composed of the official representatives of trade unions and of employers. He had no hesitation in saying that the number of strikes would thus be reduced 90 per cent. The first essential is strong organisation on the part of the workmen. Arbitration and conciliation do not exist for disorganised men (26,220-3).

Remedies:
(1.) Con-
ciliation.

The Employers' Liability Act should be amended as follows:—

(2.) Amend-
ment of the
Employers'
Liability
Act.
Common
Employ-
ment.

(1.) The doctrine of common employment should be abolished. The clause in the Act of 1880 which is supposed to have abolished it in reference to railway men, applies only to those engaged in the working of trains.

(2.) Contracting out of the Act should be prohibited.

Contracting
out of the
Act.

RAILWAYS, IRELAND.	It is contended that the Employers' Liability Act was intended to be a protection for the lives of workmen rather than a means of gaining compensation, and that it was hoped that heavy liabilities would cause employers to take extra precautions. If, however, employers contract out of the Act, and pay the same sum annually to an insurance society, it matters nothing to them whether accidents are numerous or scarce. No Irish railway companies have yet done so.	officers of the railway company, the Board of Trade shall have power to impose a penalty on the company for the offence."	RAILWAYS, IRELAND.
Compensation.	(3.) The limit of compensation should be extended, or abolished altogether. The present maximum of three years' wages is totally inadequate, for instance in the case of a youth earning 26l. or 30l. a year.	The witness did not personally feel very strongly about the terms of the proposed measure, but he wished to point out the necessity, in any legislation on the subject, for some provision for cases of detention to trains from causes which neither the company nor their servants can control. The limit of 10 hours is in accordance with the programme of the Amalgamated Society, but he would offer no opposition to the substitution of an eight hours' day if it were preferred. The recommendation of the Select Committee deals only with excessive overtime, not with the whole question of hours (26,237-40, 26,462-74).	Opinion of railway servants (Ireland) on the question of reduction of hours.
Notice of claim.	(4.) As to the notice of claim for injury, members of the Amalgamated Society of Railway Servants approve of the amended Bill introduced by Mr. Burt (26,206).	Railway servants in Ireland take an active interest in the hours question, but have not decided on any plan for the reduction of hours, nor has the local option method been much discussed. They have passed resolutions in favour of a 10 hours' day, but not with a view to legislation, except at the time of the Select Committee, when they voted in favour of a restriction to 10 hours instead of 12, if any were to be made. The witness had been very much opposed to legislative action in this matter as a substitute for trade union action, but on studying the question he had realised that the latter alternative involved a course of strikes and disputes in the event of opposition from employers. There was also, he thought, a growing desire on the part of working men in general to have a real and permanent reduction in hours of labour (26,475-80).	
(5.) Flity of tenure for railway servants occupying company's houses.	Railway servants renting houses from the companies should have some legal protection in the case of a strike. It should not be in the power of companies to evict their men at a week's notice for the purpose of defeating the movement which they have in hand (26,235-6, 26,437-9).		
(6.) Notice to men engaged during a strike.	It should be made illegal for employers to engage men during a strike without giving notice of the state of the case (26,229, 26,232).		
(7.) Statutory limitation of hours of labour.	The witness recommended legislation for the reduction of hours of labour on railways by local option. If the reduction were made compulsory, the companies might retaliate by reducing wages, but on the optional system the men would not demand it unless their organisations were strong enough to preserve the existing rates of wages. There are no doubt difficulties in the scheme. It is impossible to draw a hard and fast line in regulating hours, and railway labour is subject to special contingencies. A train going a day's journey cannot be guaranteed to arrive within a given number of hours. It is nevertheless possible to establish some basis for the calculation of hours and wages and the penalising of overtime. The witness, when before the Select Committee on Railway Servants, had drafted a Bill which he had since amended, to show what course, in his opinion, legislation should take. He would suggest that on the application to the Board of Trade of a majority of the men employed in handling the traffic in the service, or in any one grade of the service of any railway company, the following regulations should be enforced:—	Mr. FREDERICK DAWSON.	The London-derry and Lough Swilly Railway Company. Allusions to statements by Mr. Foreman.
Proposed Bill.	"The regulation of the hours of duty of railway men shall be such that the period of 10 hours shall not be exceeded in any day's work, nor shall those duties be resumed without there having been allowed an interval of nine hours for rest, excepting in the case of accidents. Where meal hours are allowed, an hour may be deducted from the total of the day's work, in cases only where the workman has been for that period free to leave the railway company's premises and clear of all responsibilities and duties.	General manager of the Londonderry and Lough Swilly Railway Company. Had held that position for nine years (27,185-6). Referred to the evidence of Mr. Foreman with regard to that company. Mr. Foreman had talked about the Lough Swilly Railway as if it were the largest line in Ireland instead of one of the smallest. It is only 14½ miles long, and another line of 16 miles is worked by the company, making 31 miles altogether. On so small a line, the duties of the men and the time they are likely to occupy are pretty well known to the authorities.	
Hours of signalmen.	"In the case of signalmen or pointmen, the signal cabins shall be scheduled into three classes, the hours of duty in each to be restricted as under:—	Mr. Foreman stated that no overtime was paid for on the Lough Swilly Railway, but this is not the case. Overtime is paid for when there are special trains and excursion traffic, and in fact whenever it is worked, and extra duty is paid for whether it is within the working hours or not. In the fortnight ending July 2nd 1892, the station masters were paid 6 per cent. over their wages in overtime; porters 4 per cent.; guards 6 per cent.; signalmen 15 per cent.; drivers 21 per cent.; and firemen 25 per cent. Drivers, firemen, and guards have a full day's pay for Sunday work, which consists of about 2½ hours in the morning and about 4 hours in the afternoon (27,188-9).	(1.) Question 26,189. Payment for overtime.
Hours of shunters.	"Shunters.—The hours of duty of men employed exclusively in the occupation of shunting shall not exceed eight hours per day. In the event of a railway company keeping a workman on duty beyond the prescribed number of hours, it shall pay such workman for the said overtime at 25 per cent. over and above the rate of pay for the ordinary day's work. Any failure to comply with this requirement shall, on being proved to the Board of Trade, be met by an order of the Board of Trade enforcing such payment. In any case where the day's work of a railway man exceeds 12 hours, it shall be reported to the Board of Trade, who will inquire into the cause of the said overtime; and, unless the same be found to have occurred through some accident or other unforeseen occurrence beyond the control of the responsible	The statement that the accident which occurred in June 1891 was due to the defective working of the line, is not correct. According to the report of the Board of Trade inspector, this accident, which was a collision between a light train and a special troop train, was immediately caused by disregard on the part of an engine driver, guard, and signalman, of the manager's written instructions. The line is worked between Tooban Junction and Londonderry with a staff, ticket, and block system, and the other sections with an engine in steam carrying a staff. The arrangements have been altered since the accident. The automatic vacuum brake is now being adopted on the line (27,202-10).	(2.) Question 26,228. Alleged defective working of the line.
		The statement that the guard Bonner was dismissed on account of some "startling revelations" that he made at the Board of Trade inquiry, as to the working of the line, is incorrect. There was nothing very startling in his evidence on that occasion, and his dismissal, eight months afterwards, was due to a very serious breach of the rules on his part, by receiving	(3.) Question 26,225. Alleged dismissal for evidence supplied to the Board of Trade.

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(4.) Question 26,225.
Dismissal of a member of the Amalgamated Society.

Hostility of the company to the Amalgamated Society of Railway Servants.

Wages.

Relation of fares and wages.

Hours of labour.

Popularity of the service.

money for carrying a parcel privately by train (27,211-3).

In the case of the man who was dismissed, according to Mr. Foreman, for taking an active part in the Amalgamated Society of Railway Servants, the company were not aware at the time that he was a member of it. He was dismissed for going about agitating among the men and neglecting his work. He has applied several times to be taken back, but without success. The witness had specific instructions from the directors to say that they will not employ men belonging to the society, because they think that they are there for no good purpose. The directors consider it their duty to protect their employes against such societies (27,214-20).

The directors consider the Amalgamated Society a danger and not a benefit to the men. The impression of the witness is that its object is to get up strikes, and if a strike occurred the men would never be taken back, and the directors would close the line rather than submit to dictation. They would not necessarily dismiss a man for being a member of the society, but if they found him persuading other men to join, they certainly would. The men's interests do not need protection, and if they wish for an advance of wages they can ask for it themselves. The witness was not aware that the Amalgamated Society had raised wages on other lines (27,225-32, 27,244-7). He considered it right to deny a man employment if he belongs to an organisation which is hostile to railway companies. He would not object to the staff belonging to another trade union or to a good benefit society. His opinion of the Amalgamated Society of Railway Servants was based on his observation of its action and procedure in Ireland (27,252-60).

The wages paid on the Londonderry and Lough Swilly Railway range from about 10 per cent. to 50 per cent. higher than the wages paid in the neighbourhood. Agricultural labourers are paid from 8s. to 10s. a week according to the season. The lowest wages on the railway are those of surfacemen, 11s. a week. Porters are paid from 12s. to 13s. 6d. a week, and are supplied with suits of uniform which cost about 2l. each, for which they pay only 13s., or 3d. a week. The wages paid in Londonderry to shop porters and men of that class, run from 12s. to 14s. a week, and those on the Lough Swilly Railway are considerably higher for the same class of men. One of the guards who has 17s. 6d. a week, was formerly earning 12s. in a shop (27,191-7). The fitters are paid 6d. a day more than those at a foundry within half a mile of the railway (27,247-9).

The Lough Swilly railway is practically a light railway, and the wages compare favourably with those on other light railways in Ireland. The drivers are paid 5s. 6d. a day and the firemen 3s. for seven days a week, and they are quite contented in the service. Guards are paid from 2s. 11d. to 3s. 4d. a day, and good porters about 13s. 6d. a week, rising to 18s. for a certain grade. The witness did not think that on other lines of the same character they would be paid more (27,198, 27,239-43). Wages are lower on light railways than on larger ones, because the work is so much lighter. The traffic ranges "from about five to seven pounds a mile a week" (27,200). Small railways such as these, running through a poor country, have to compete with cartage by road. A load of 15 cwt. can be carted from Buncrans to Londonderry and back, a distance of 24 miles, for 5s. The passenger fares are also necessarily lower than on other Irish railways. If the third-class fare on the Lough Swilly Railway were 1d. a mile, people would prefer to walk. As it is, the fare to Letterkenny (25 miles) is 1s. 6d. There is no exact scale. The rate of wages is naturally governed by the rate in the district, and, moreover, if it were raised to the level of that of a large railway, the company could not afford to give the present accommodation. The line has only lately begun to pay a dividend (27,221-4).

The hours of labour in locomotive works are much the same as on other lines, namely, from 6 a.m. to 6 p.m., and on Saturdays till 12 p.m. Goods porters are on duty from 8 a.m. to 7 p.m., with an interval in which they go home to dinner. They are paid for overtime at the ordinary rate. On such a small line it is possible for the manager to consider almost every case on its merits (27,233-5).

The company always have a very large number of applicants for the posts they have to offer (27,220).

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The Great Southern and Western Railway Company.

(1.) Question 26,188.
Wages on Irish railways.

(2.) Question 26,191.
Hours of labour.

(3.) Questions 26,190, 26,222.
The Lough Swilly Railway.

(4.) Questions 26,192, 26,267.
Improvements attributed to the action of the Amalgamated Society of Railway Servants.

Strike of 1890.

(5.) Question 26,206.
Strike of April 1890.

Mr. ROBERT GEORGE COLHOUN.

Traffic manager of the Great Southern and Western Railway of Ireland (27,261). Referred to the evidence of Mr. Foreman.

The statement by that witness of the rates of wages paid to Irish railway servants is no doubt correct, but as the numbers of men at each rate are not given, the impression is conveyed that the average rate is much lower than it really is. The wages paid on the principal railways more nearly approach the maximum than the minimum rates given. The lower rates are principally paid on unimportant lines, and apply only to a comparatively small proportion of the men.

The hours of labour are stated in a similar manner. In the case of porters they are given as 10, 12, 14, and 15 hours. The number of men working the higher figures is extremely small, while the great majority work only about the minimum (27,262-3).

Mr. Foreman's evidence tends to give an exaggerated idea of the importance of the Lough Swilly Railway, which has in fact a mileage of 14½ miles, and pays about 400l. a year in total wages to locomotive men, and has six engines only.

Mr. Foreman stated that about 30,000l. a year had been transferred from the railway companies to the pockets of the railway men since the introduction of the Amalgamated Society into Ireland, and that the society was instrumental in obtaining these advances. He also stated that the Great Southern and Western Company had contributed a part of this sum, not far short of 10,000l. a year. The latter statement is incorrect.

The Amalgamated Society has not been the means of directly or indirectly bettering the condition of the employes of that company, either in the matter of hours or wages. The scale of wages is the same as when the Amalgamated Society began their operations against the company in 1890. Though the Great Southern and Western Company always paid the highest wages in the country, a general advance in wages, with payment for Sunday work and overtime, was given in December 1889, some months before the society had any footing on the line, or was known to exist in Ireland. The other principal railways in Ireland followed this example, and the establishment of the society soon afterwards enabled its officials to take credit for concessions that would probably have been granted if it had never existed.

On the Great Southern and Western Railway the advance was the result of a strike, after which the directors met the different grades of the men and discussed the question of wages and hours. The terms of settlement were then reduced to writing, and signed by the representatives of the men (27,264-5). This strike was altogether a fair one, and the witness had no complaint to make about it. It originated with the men in the Cork goods department, who had respectfully applied for an increase of wages and alteration of hours, which was not granted at the time. The rise in wages obtained by the strike amounted to about 7,000l. a year (27,302-3).

The strike on the Great Southern and Western Railway in 1890 arose out of the refusal of two porters at Cork to accept for conveyance certain goods tendered by a firm, some of whose servants were at the time on strike. The company's legal obligations compelled them to insist on the goods being received, and the two men were dismissed. The Cork goods men turned out without notice on April 21st, and on April 23rd the strike became general on the line, on an order from the Amalgamated Society, which introduced questions of wages and demanded the abolition of the classification of signalmen and guards. About 800 men went on strike without giving any official notice, some of the signalmen leaving their cabins in the middle of the day's work. The remaining number at work was, however, 200. The strike did not end until May 5th, and eventually the men were allowed to resume work on May 5th, the directors undertaking to consider and reply to any alleged grievances submitted afterwards, but no further concessions resulted. Mr. Foreman's account of the origin of this strike was substantially correct, with the exception of the statement that the company drove the men into it by refusing to recognise the

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(6.) Questions 26,208, 26,209, 26,210. Responsibility of the society for strikes, 1891.

local branch of the Amalgamated Society. There was no question of the society in the first instance, but the object of the society in further developing the strike was undoubtedly to obtain recognition, though Mr. Foreman denied that he or the society was responsible either for the strike or for any other. The strike of 1891 was of a similar character. It originated among the men at North Wall goods station, Dublin, owing to two of their number being dismissed for refusing to forward goods during a strike among the grain labourers of the port. This strike also became a lock-out, and the places of the men were promptly filled (27,267-9).

(7.) Question 26,208. Alleged responsibility of the company for strikes.

The inference to be drawn from Mr. Foreman's evidence, that the company were the cause of the public inconvenience consequent on these strikes, is quite erroneous. It is to be remembered that the movement in each case originated with some of the company's men, who refused to handle goods which the company as carriers were bound to convey. In the strike of 1890 a determined effort was made to close the railway and obstruct the conveyance of the American and other mails. This attempt was met by the men who remained at their posts, aided by the public, who thoroughly sympathised with the company, because the question at issue was not one of conditions of service, but a question whether the company should insist on its obligations to the public being fulfilled. Gentlemen came from distant parts to take up common duties as porters all over the line. The press also sympathised, and a leading Dublin paper, always the advocate of labour, condemned the advice under which the men had acted (27,283-5).

(8.) Question 26,208. Interview between the Archbishop of Dublin and the witness.

With regard to the negotiations which went on during the strike of 1890, Mr. Foreman made an incorrect statement of what had taken place at the meeting between the Archbishop of Dublin and the witness. His Grace and Mr. Michael Davitt had both admitted the wrong position in which the men had been placed by their advisers. They did their best to bring about an understanding, and were received with every courtesy, as they acknowledged personally to the witness. The witness had not told the Archbishop that the company objected to receiving any communication from the men that was written on the note paper of the Amalgamated Society of Railway Servants (27,273-4).

(9.) Question 26,225. Alleged dismissal for connection with the Amalgamated Society.

The witness denied emphatically that any man had been dismissed the service of the company because of his connection with the Amalgamated Society of Railway Servants. The company have no objection to their employees becoming members of any lawfully conducted society, but they do hold, on the other hand, the undoubted right of a man to give his services, how, where, and at what price he pleases (27,276).

Recognition of the Amalgamated Society.

With regard to the general question of the recognition of the Amalgamated Society, the strong opinion of the directors is that if the high state of discipline essential to the proper working of a railway is to be maintained, there must be no outside interference between the company and their servants, many of whom are sufficiently intelligent, and capable of presenting their own case in a better light than an outsider could be expected to do. The directors and heads of departments are always ready and willing to receive and consider any communications from the staff on questions of pay or conditions of service. Since its introduction into Ireland the society has always been most aggressive in character, and has even threatened, in more than one case, when there was a difficulty with a particular company, to withdraw from work the servants of adjoining railways who were satisfied with their employment. A want of tolerance has always been shown on the part of members of the society towards those who do not wish to join it or who have withdrawn from it. This intolerance has amounted to actual persecution.

Reasons for joining certain communications from the staff to management.

Statements have been made both before the Commission and before the Select Committee on Railway Servants, that the Great Southern and Western Company objected to recognise communications from their men written on the note paper of the Amalgamated Society of Railway Servants. The company have never made such an objection on this trivial ground only. What they object to is that their servants should accept office and pay under the Amalgamated Society, and in an official capacity address communications on behalf of themselves and others direct to

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the company's chief officers or directors. The witness handed in a specimen of these communications, received from a cloak room porter in Dublin. There was no fault to find with the tone of the letter, which was a respectful application on behalf of a goods guard, but in sending it the applicant transgressed two important rules of the company, the first requiring that any official communication should come through the station master as his immediate superior, and the second, that every person in the employment of the company should devote himself exclusively to their service (27,269-72). The man in question was afterwards dismissed for misconduct, but by no means on account of having made this application, or having carried on the business of the Amalgamated Society during official hours. That offence was altogether overlooked (27,286-94). The witness did not in the least object to the company's servants being members of the Amalgamated Society, provided they did not obtrude the fact in an offensive way (27,304).

With reference to the evidence of Mr. Foreman as to the sick funds provided by the company, the witness stated the facts with regard to them. A friendly society was formed a number of years ago, and managed by a committee of the men themselves. Membership was compulsory in the traffic department, but not in the locomotive and engineers' departments. In the year 1882 the society became insolvent, and consequently broke up, and many men who had paid into it for years lost their money. The fund which now exists was started by the company in 1884, under rules prepared by competent actuaries. The witness handed in a copy of the rules, with a statement of accounts for the previous year (see tabulated rules). The payments guaranteed have been calculated on the basis of retirement by resignation of employment. In the interest of the members the directors took over the management of the fund, which is, and has always been, solvent. Membership was not compulsory on men already in the service, but it was made compulsory on all new men, experience of the previous fund having shown that those for whom it was optional did not generally avail themselves of it. Mr. Foreman's statement that the men strongly object to these conditions is incorrect. He also considered it a grievance that members of long standing should be obliged to leave the fund when they are dismissed from the company's service, but such men are not discharged unless for very serious offences and after repeated warnings, and the company see no reason why they should contribute to the benefits of such men, or should complicate the working of the fund by allowing them to take out their own contributions. It is not a savings' bank or a pension fund, but is designed to meet necessitous cases as they arise. The company's contribution is 300l. a year.

(10.) Questions 26,192-8. Objections to the rules of the company's sick fund.

The statement that men are unjustly and unmercifully fined, in sums amounting to pounds, is quite inapplicable to the Great Southern and Western Company. Fines are not lightly inflicted, and never without the sanction of the heads of departments. In 1890 the fines in all departments amounted to 22l. 15s. 6d., and in 1891 to 27l. 0s. 1d., though the men employed by the company number about 4,500. These fines are handed over to the men's sick fund.

(11.) Questions 26,332 & 26,304. Fines and deductions.

Mr. Foreman had stated that the company had paid a fine of 10l. inflicted by a court of law on a signalman, for leaving his work without notice during the strike, but that there was no generosity in this, because the 10l. was more than recovered by stopping the bonuses of all the signalmen who had been on strike. The witness pointed out, that quite apart from the incident of the fine, the company could not award bonuses to men who had forsaken their posts and left the line to itself. The bonuses referred to were those for that particular half-year alone (27,278-82).

The statement that it is only where men have strong organisations that they are ever offered arbitration or conciliation, is disproved by the fact of the meeting and agreement between the company and the men in December 1889.

(12.) Question 26,320. Arbitration and conciliation.

The statement that a man named Dunne was dismissed after two years' service because he failed to pass the doctor for the purpose of joining the sick fund, is incorrect. He was never on the permanent staff of the company, but was a labourer employed from day to day. It was resolved to discontinue such employ-

(13.) Question 26,325. Case of the dismissed Dunne.

RAILWAYS,
IRELAND.(14.) Question 26,237.
Rule of "exclusive service."

Hours of labour.

General conditions of labour.

Prevention of strikes.

The Dublin, Wicklow, and Wexford Railway Company. Allusions to statements by Mr. Foreman. (1.) Question 25,102. Friendly Societies.

ment as far as possible, and those men who were eligible for the permanent service were admitted to it, but Dunne was unable to pass the usual medical examination.

The complaint with regard to the rule under which the companies require the exclusive service of their men, is based on the idea that they nevertheless do not guarantee a week's wages except for six days' service. This is quite unfounded so far as it affects the Great Southern Railway, and probably the other principal lines in Ireland (27,282).

On the subject of hours of labour on the Great Southern and Western Railway, the witness had already given evidence before the Select Committee on Railway Servants. The hours of all grades, inspectors, guards, signalmen, shunters, porters, &c., do not exceed 10 a day, excluding meal hours, with few and unavoidable exceptions. In fact nearly 90 per cent. of the men are working a 10 hours' day. Overtime is paid for if worked, but the system is rather discouraged by the company, because it is felt that the public safety is better secured, and the lives of the men made more enjoyable, by reasonable hours of duty than by extra money earned at the expense of personal comfort, or it may be of physical endurance (27,284).

The relations between the company and their staff are now most friendly (27,285). The company make careful provision for the well-being of their staff, and give any well founded complaint prompt consideration and redress. They supply cottages and gardens at reasonable rents. There is a superannuation fund for the officers, besides the sick fund for the men. The latter have no special superannuation fund, but particular cases are dealt with as they arise, and several old servants have been pensioned off. Free passes are given both to the men and their families. A considerable number of free excursion trains are run every summer to places selected by the men, who are also allowed to invite a limited number of friends. All promotions to the rank of shunter, signalmen, guard, inspector, &c. are made from the porter class, and half the present station masters entered the service as porters. Most of these were originally agricultural labourers earning about 10s. a week. The men are well housed and clothed, and show evidence of good care. They are a willing, obedient, and efficient body of servants (27,283, 27,295-300).

The witness considered the best preventives of labour disputes to be, an assiduous concern on the part of employers for the well-being of the staff, prompt consideration and redress of any well-founded complaint, a generous provision in the case of men who have long and faithfully served them, or who have suffered injuries in the performance of their duties, a liberal contribution to a sick or accident fund, and the supplying of cottages and gardens at reasonable rents. How to prevent such strikes as the Great Southern and Western Railway Company have experienced since the introduction of the Amalgamated Society of Railway Servants, the witness was at a loss to know (27,283).

MR. EDWARD WILLIAM MAUNSELL.

Secretary of the Dublin, Wicklow, and Wexford Railway Company (27,307).

Deputed by his directors to refer to the evidence of Mr. Foreman with regard to that company (27,308).

Mr. Foreman, in alluding to the friendly societies on various Irish railways, omitted to mention the society on the Dublin, Wicklow, and Wexford Railway. The company subscribe to it 100l. a year, in addition to the amount realised annually by fines, and by the sale of unclaimed property. It is not compulsory on the men to join, and the management of the funds is entirely in the hands of the men. When a man leaves the company's service his contributions are returned to him, less the amount he may have received during sickness, and a deduction of 10 per cent. per annum, to cover risks and management expenses. This rule applies equally to those who are dismissed, except for felony. The balance sheet of the society for the year 1891 shows amount of contribution by members, 862l.; amount of sick pay and mortality money to members and members' wives, 827l.; amount of contributions refunded, 90l.;

total amount of benefits and refunds 917l.; so that the payments to the men out of the funds exceed the amount of their contributions by 55l. The directors do not guarantee the solvency of the society, but it is perfectly solvent, and has always done well since its formation 30 years ago. The witness handed in the rules and the lost balance sheet of the friendly society (see tabulated rules) (27,309-12).

With reference to the statement of Mr. Foreman that shortly before the strike on the Dublin, Wicklow, and Wexford Railway in 1890, a letter written to the directors on behalf of the men was intercepted by the secretary of the company, the witness stated that at that time several letters were written to the directors, on paper headed with the address of the Amalgamated Society of Railway Servants, and signed by a servant of the company as local secretary. The witness had not suppressed these letters, but had shown them to the directors individually, and all had agreed that they should not be noticed by the board. The directors did not approve of the interference of outsiders and paid agitators with their men, and refused to have anything to do with the society as such, though always willing to receive the men themselves, and, if possible, redress their grievances. The secretary was in this case a servant of the company, but the witness thought he had no right to accept payment from outsiders for doing work in the company's time, and agitating among the other men. The letters were written in an insolent and bullying tone. The directors declined to be thus dictated to by an outside body, or to allow any person not in the company's employment to be present at the interviews between the men and the officials, as Mr. Foreman had wished to be. The Amalgamated Society did all they could to obtain recognition as the legitimate representatives of the staff, but without success. The witness handed in some of the letters written by Mr. Foreman to the chairman of the company (see Appendix 168) (27,313-23).

The cause of the strike of 1890 on the Dublin, Wicklow, and Wexford Railway was the dismissal of two men, Clarke and White, who had been taking a leading part in the agitation, Clarke being chairman of the local branch of the society. They were not dismissed for that reason, however, but for insolence and insubordination towards the manager, to whom they attempted to dictate terms (27,323-4, 27,345-7). Clarke was also in the habit of doing the business of the society in the company's time (27,355). Before the organisers from England came among them the men were quite contented, and on excellent terms with their officers, and many of them remained so, since only about 250 joined in the strike, and these were the worst of the staff. They hoped to be supported by the Amalgamated Society, but when they found that no strike pay was forthcoming they tried to get back into the service. The directors refused to accept them, and there were then numerous applications by outsiders for employment, to the extent of two applicants for each vacancy.

The directors thus obtained a staff of excellent servants in the place of the strikers, and it was commonly thought that the service was much improved. The few bad characters who got in at first were soon found out and dismissed. Most of the sinister rumours circulated by the society about the new hands were unfounded and slanderous. In Mr. Foreman's letter to the chairman in September 1890, handed in by himself, certain cases were stated in which men who had committed serious offences had been engaged by the company on that occasion, but the witness had not heard of these cases otherwise, and did not believe in their existence. No man was taken on without inquiry as to his character. The witness could not say whether the men referred to were still in the service (27,335-33).

The Board of Trade returns would sufficiently refute the statement that there had been more accidents on the Wicklow line than on any other in Ireland since the introduction of the new men. Accidents have been very few and trifling, and not one of them has been traced to the employment of the new hands (27,332-3).

Picketing went on during the strike, and the loyal men were terrorised. The police used means to preserve the public peace, but were not in any way influenced by the company's officials, as Mr. Foreman stated. The pickets used to assemble in groups of six or ten,

RAILWAYS
IRELAND.(2.) Question 26,308.
Interception of letters to the directors.

Refusal of the company to recognise the union.

Cause of the strike of 1890.

Failure of the strike. Employment of the strikers by other labour.

Character of the new staff.

(3.) Question 25,212.
Accidents on the Wicklow Railway.(4.) Question 24,229.
Picketing and police interference.

RAILWAYS,
IRELAND.

opposite the entrance of the railway station, in a very threatening way, and men complained to the company in many cases that they were afraid to come and look for employment, or that they had been assaulted. One man, who was not a new hand, had to ask for protection on his way home (27,334, 27,343-4). Only one or two of the strikers were re-engaged (27,356-7). The company have now a perfectly orderly and well-trained staff, and the relations between men and officials are excellent. Not a single engine driver or fireman joined in the strike, and many guards, ticket collectors, and porters expressed great regret for taking any part in the movement, and declared that they would not have done so, but that they were afraid of their comrades (27,334, 27,359).

Question 26,220,
Policy of the Amalgamated Society of Railway Servants.

The objection of the company to their men being officials of a trade union applies only to the Amalgamated Society of Railway Servants. They have had no experience of interference by other unions. The right of working men to combine for their own protection is undeniable, but the formation of a society among them for the profit of the organisers,

who then proceed to dictate to a railway company the terms on which they shall employ their servants, is a different matter. It is quite a mistake, according to the witness's experience, to suppose that there is a natural antipathy between railway servants and the management of the line, and that the directors and superior officers are always trying to defraud and oppress their servants. Every servant of a company has free access to the officials and directors, and every consideration as to his complaints and grievances. If "meddlesome outsiders" do not interfere, things work very harmoniously (27,334-7). The witness denied altogether that the officers of the Amalgamated Society did not practically dictate to the men (27,333).

RAILWAYS,
IRELAND.

The company's servants do not enter into a written engagement with the company, except by signing a copy of the rules. The witness did not think there was any rule that the men should take no employment outside the company's service, but he would object to their doing so, lest they should be unfit for work through having insufficient rest (27,338-42, 27,350-5).

Terms of service.

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The secretary was directed to draw up a précis of the evidence taken before the Select Committee of the House of Commons on Railway Servants (Hours of Labour) appointed in the session of 1891, with the Right Honourable Sir Michael Hicks-Beach, Bart., M.P., as chairman, so far as that evidence related to matters included in the terms of the Royal Warrant appointing the Commission.

A summary of that précis, together with the substance of the Appendices to the Report of the Select Committee is given here under the following heads:—

- (i.) Hours of labour.
- (ii.) System and amount of pay.
- (iii.) General conditions of labour.
- (iv.) Prevention of strikes.
- (v.) Intervention of the State.

References to the numbers of questions are contained in the précis, which is given as an Appendix to Vol. iii. of the Minutes of Evidence taken before Group B.

Hours of labour.
The staff at fixed posts of duty.
Signalmen.

I. The hours of labour, as constituting a grievance which has led or may lead to strikes or lock-outs.

(a.) With regard to the staff at fixed posts of duty. In this department of railway labour, it is only signalmen who are included in the Hours Returns to the Board of Trade, and the greater number of complaints of excessive hours refer to this class. It does not appear that much overtime is worked by signalmen, though such cases may occur through exceptional circumstances, but it is maintained that in many cases the regular hours exceed what is reasonable, considering the physical and mental strain which the nature of the work involves. There is, however, a peculiar difficulty in defining what constitutes a fair day's work in any given instance, and there is no employment to which a uniform standard would be more inapplicable. On most railways there are three classes of signal boxes, on shifts of 8, 10, and 12 hours respectively. The amount of work required in each varies to such a remarkable extent, that, while in many boxes it is literally incessant, and 8 hours' work is a heavy and even excessive strain, there are others at wayside stations with an inconsiderable traffic, where 12 hours' duty represents, for the most part, mere attendance. No general rule can supply an indication of the exact circumstances, and it is necessary, therefore, that the hours should be fixed by considering each case on its merits. It is stated that this question receives the continuous attention of the railway companies, and that the signal boxes are re-classified from time to time, according to the increase in traffic; but from the fact that in some cases representations from the staff have been necessary before a reduction of hours was made, and that unredressed grievances are still said to exist, it would appear that the process of re-classification does not always keep pace with the requirements. Several witnesses have expressed the general opinion that all

important, or even all main line signal boxes, should be on an 8 hours' shift, a state of things which is far from being the case, while, on some lines the eight-hour boxes are greatly in the minority. It is commonly agreed that 12 hours should be the maximum length of a shift, and this limit is seldom exceeded, except in cases where the men prefer to divide the work, so that the day shift is 10 or 11 hours, and the night shift 13 or 14 hours, as on the Midland and Cambrian Railways, or where, as in some cases on the North-eastern Railway, they effect the weekly exchange of 12-hour shifts, by giving one man 4½ hours work with short intervals of rest. In the opinion of several witnesses the desire of the companies to consider the wishes of their staff is in such instances carried to an unjustifiable extreme. Sunday work is very usual with signalmen, but on some lines it is reduced as far as possible by employing relief men, and by switching out a number of signal boxes. Overtime, apart from Sunday work, occurs sometimes from unforeseen emergencies, such as a sudden necessity for relief which cannot be immediately supplied. It is evident from such cases that, even under the comparatively simple conditions of this department, it is impossible, as several witnesses have pointed out, to apply to railway labour, which is necessarily continuous, the rigid limitation of hours which is possible in a factory. It is also evident, from recent improvements on certain lines, and of provision for emergencies is, in the case of signalmen, mainly a question of addition to the staff.

The same classification of hours exists in the case of shunters as of signalmen, but the 8 hours' system is very much less general. It is adopted in some goods yards, but the demand of the Amalgamated Society of Railway Servants on behalf of the men is that it should be adopted in all busy yards, where the work is continuous. It appears from the evidence that shifts of 12 hours are very common, even where the work is heavy, and that overtime is frequently worked.

Shunters.

The hours of goods and passenger porters are usually 12 a day, but it appears from the evidence that this limit is frequently exceeded. There are instances in which such excess is systematic, but in which it has not been maintained, except by those who insist on a general 10 hours' day, that these are instances of overwork. Such cases exist at small stations, where the work is light and intermittent, and the hours could only be reduced by diminishing the service of trains, or by putting on additional men for whom there would be insufficient occupation. A more real cause of overwork is occasional press of traffic at busy stations, and also the practice on some lines of employing porters as extra guards or signalmen after their regular hours. While it is pointed out that such employment is a step to promotion, and a convenient method of training porters in the work of

Porters.

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higher grades, there is no doubt that it involves excessive hours of work, and it is, therefore, suggested by one witness that the hours of porters should be included in the returns to the Board of Trade.

Platelayers. With regard to platelayers, it appears from the evidence that they are liable, in cases of emergency, to be required to work excessive hours, particularly when employed in fog signalling. In cases of sudden and prolonged fog, it frequently happens that the staff is found insufficient, or that relief men cannot be brought to the spot at the time they are required. The manager of the London and North-western Railway, which has a staff of nearly 4,000 trained fog men, admitted that additional provision for emergencies was required, and that other grades than platelayers might with advantage be trained to the work.

The running staff.

(b.) With regard to the running staff:—

- (1.) Passenger.
(2.) Goods.

1. Passenger drivers, firemen and guards.

(1.) Drivers, firemen, and guards of passenger trains. The regulation of the hours of the running staff is attended with peculiar and obvious difficulties, and the evidence shows that in this department there is often a very large amount of work in excess of the standard of 12 hours a day, which, according to most of the witnesses, should be the maximum in all cases. It is admitted, however, by all the witnesses, that a certain amount of overtime is unavoidable. Railway traffic is always liable to be delayed by accidents or by stress of weather, and a single obstruction in the working of the line affects the whole system. The difficulty of adhering to the booked time is less serious with passenger than with goods traffic, on account of the precedence given to the former; but the difficulty of adjusting the booked time in accordance with any given standard of a fair day's work is much greater in the case of passenger traffic, on account of the variety in the nature of the work. Express drivers are seldom booked on duty more than nine or 10 hours a day, of which the running time is probably five or six hours, but the physical and mental strain makes this a harder day's work than that of running slow trains on short journeys for 12 and 13 hours. Again, in many cases when the booked time on duty reaches 12 or perhaps 14 hours, it includes an interval, often of four or five hours, between the outward and return journey, and it is very strongly represented by locomotive men that to shorten their hours by omitting this interval would be to deprive them of necessary rest, and that to book them off at the end of the single journey would oblige them to lodge away from home. It appears, therefore, that a uniform standard would operate very unequally, but at the same time there is a considerable amount of evidence to show that passenger engine drivers and guards, especially the latter, are liable to be overworked, owing to the system which prevails on some railways of arranging the work in "links" which give each man in turn stretches of work of 13 or 14 hours, alternately with shorter days. It is very generally desired by the men themselves, and the principle is advocated by various witnesses, that each day should stand by itself, and that no one day's work should be excessive. On many railways where this system is adopted for engine drivers and firemen, the hours of guards are calculated by the week so as to allow for long and short days, and though on long days the work is not continuous, much doubt has been thrown on the value of intervals of about an hour or two each, occupied to some extent by various duties in the station.

2. Goods and mineral drivers, firemen, and guards.

(2.) Drivers, firemen, and guards of goods and mineral trains. It is undoubtedly this class of railway servants that have the most cause to complain of overwork. It appears from the evidence that it is very usual for goods and mineral trains to be booked out 12 hours a day, and that owing to circumstances beyond the control of the men working the traffic, the booked time is frequently exceeded. Thus, in a very large number of instances, the hours of the staff have reached periods, ranging from 14 to 18 hours, with exceptional but still rather numerous cases of even longer stretches of work. Witnesses representing the railway companies admit almost without exception that an undesirable state of things has existed in the past, but it appears, both from the evidence and from the Board of Trade Returns, that considerable

improvements have been made in the last few years, since the Hours Returns have been called for and the subject has been brought under public notice.

The difficulties necessarily attending the regulation of railway working within certain limits of time, apply in an increased degree to goods and mineral traffic. Under exceptional conditions of weather, such as continuous fog, it may be barely possible to work the passenger traffic, while the goods traffic, which gives way to it, is thrown entirely out of gear. The system of relief which now exists to some extent on all railways, partially meets the case, but is obviously useless in such an instance as that mentioned by the manager of the London and North-western Railway, when to carry out the system would have required, during four days, an enormous additional staff, who would have no employment for the rest of the year. Apart from occasional and unavoidable causes of overtime, there are special difficulties in the working of goods and mineral traffic. The extent of these difficulties, and the degree of provision for meeting them, appear to vary extremely on different railways. The irregularity of mineral traffic is alleged as a cause of excessive hours on the North British and Caledonian and North-Eastern Railways, but one witness states that the fluctuations are not so irregular as to be incalculable, and it appears, from the experience of other railways, that a great deal can be done to facilitate the working of traffic and provide against sudden congestion, by additions to siding and shunting accommodation. These improvements, of course, require time, and in fact, in the case of the Lancashire and Yorkshire Railway, which shows a very high record of hours, it is stated that, notwithstanding an expenditure of 12,000,000 on relief lines in 10 years, it has been found impossible to keep pace with the increase of traffic. Where it is impossible, as in this instance, to avoid detention, the alternative which some railway companies have adopted is the revision of the whole working, so as to reduce the length of the journeys. This method, together with the relief system, has elicited a protest from a number of locomotive men, who object that they are prevented from reaching home at night. This expression of opinion does not prove that shorter hours are not desired, but that the system of single journeys is disliked. The desire of the men to be paid for overtime at an advanced rate, is another consideration which appears to have confused the question. The position of the majority of railway men, as represented by the witnesses, is perfectly clear. They regard 10 hours as a fair day's work under average conditions, but are willing to work 12 hours in cases of emergency, or in order to reach home. They wish for extra payment for such overtime, but in most cases object to excessive hours apart from the question of wages.

The evidence with regard to individual railways on the subject of hours of labour, may be summarised as follows:—

With regard to the Caledonian and North British Railways, it was stated that the employés of the Scotch railway companies had for years past been making overtures to the companies to have their hours reduced, and that the concessions in this direction had been very slight. There is more cause of complaint with regard to hours on lines in the south of Scotland than in the north, and the class of men most liable to overwork are the drivers, firemen, and guards of goods and mineral trains. The mineral traffic is necessarily irregular, especially in the districts of Motherwell, Bothwell, and Hamilton, which are peculiarly affected by fluctuations in the iron and coal trade. In 1890, especially in September, October, and November, the hours in Scotland were longer than for some years before, but since the settlement of the strike there has been a tendency to shorten them.

A number of instances were given of long hours worked on the Caledonian Railway, chiefly during the period immediately before and immediately after the strike. The instances are stated to be average, and not exceptional cases, and refer mostly to men working goods and mineral trains. They show weeks of work generally exceeding 70 hours, frequently over 80, and sometimes over 90. The usual working week is five days, and these aggregates were reached by working one or two very long days of 14 to 18 hours or more. Individual instances were given of stretches of work exceeding 20 hours, and it was stated that such cases

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Hours of labour on different railways.
Scotch railways.

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were frequent on mineral trains from Motherwell before the strike.

The men on passenger trains work from 11 to 14 hours a day, though booked not to exceed 12 hours. The feeling of the men in the traffic department is that 10 hours should be the ordinary maximum working day, and that in the exceptional cases which must necessarily occur overtime should be paid extra, but that overtime is undesirable whether paid for or not. They prefer working 10 hours a day for six days a week to working 12 hours a day for five days, and they wish that each day should stand by itself. The 10 hours' limit could in some cases be secured by dividing the journeys. The maximum day's work for signalmen ought, as a rule, to be 10 hours, and eight hours in busy cabins.

The general manager of the Caledonian Railway admitted the substantial accuracy of these statements, but pointed out that the instances of long hours were not average but exceptional cases, dating from the period immediately before and after the strike, when the traffic was disorganised. Some of them can also be traced to special circumstances.

The Caledonian Company have been endeavouring for some time past to reduce their hours, and since 1888 and 1889 they have made a great reduction in the more excessive hours, such as those over 17, by putting on more engines and more men, though at the same time the number of instances of hours between 12 and 14 has slightly increased. It is possible to make considerable improvements in railway working in a short time by expenditure and good management. The company have now revised their working time table with the view of adopting as far as possible a system of booking goods and mineral trains on a 10 hours' day instead of 11 or 12 hours as heretofore. They do not undertake to keep strictly to 10 hours, but they approximate to that standard as nearly as possible. The hours of mineral brakemen are more irregular than those of goods brakemen, owing to the fluctuating character of the traffic, but a system of relief is now in operation, and the minimum interval of rest before resuming duty has been extended from eight to nine hours. Goods brakemen work trips varying from eight to 10 hours, with a few exceptions, and they make very little overtime.

Passenger guards are sometimes booked out long hours, but have considerable intervals in the middle of the day.

The hours of engine drivers and firemen are 72 a week, and short and long days are worked in turn. Very fairly good time is kept in summer, but in winter the short days and bad weather make it difficult. No signalman is employed over 12 hours, and the number of eight-hour boxes has recently been more than doubled.

The North British Railway.

On the North British Railway, shortly before and after the strike, there were numerous instances of goods engine drivers and firemen working over 90 hours a week, including stretches of work of 17 and 18 hours, and in February 1891, immediately after the conclusion of the strike, there were instances of drivers and firemen working an average of 17 hours a day for 21 days, an average of 20 hours a day for five days, and an average of 18 hours a day for 10 days, and instances of individual days of 16, 18, and even 24 hours work. A more valuable statement, as showing the regular hours worked, was handed in, giving the whole of the hours worked by a North British engine driver in the years 1889 and 1890. With few instances of very excessive hours, the average day's work in 1889 was 13 hours 40 minutes, and in 1890, 13 hours, and, with three exceptions, the day's work was never under 12 hours. Another North British engine driver stated, that the average hours of engine drivers and firemen on the Western and Monkland section of the North British Railway were about 13½ in summer and 14½ in winter, and that in winter it is impossible to keep to the booked times through congestion of traffic, and the dark weather. The men in this district wish for a shorter day, and object to working 12 hours a day at whatever rate of payment. Each day should stand by itself, if the present system of long and irregular hours is to be amended. A signalman on the North British Railway stated that eight-hour boxes were greatly in the minority, and that the usual shift was 12 hours, but sometimes more, and that the strain of a signalman's work was very great.

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Witnesses representing the North British Company do not dispute the general accuracy of these statements, but explain the long hours worked before and after the strike by the fact that before the strike the men were not attending to their work, and after the strike the traffic was for some time completely disorganised.

The opening of the Forth Bridge in 1890 also caused a great increase of traffic, for which the directors had not adequately provided. There has been a great improvement in hours of labour since the strike, but it is peculiarly difficult in the case of mineral traffic to bring the hours on all occasions within reasonable limits, especially in Scotland, because of the frequent diversion of traffic from one shipment port to another.

The booked time of mineral trains is sufficient to allow for probable detention, but not for unforeseen occurrences.

The hours of goods and mineral guards are now reckoned by the week instead of the fortnight, and overtime begins after 72 hours.

The hours of engine drivers and firemen are somewhat longer, on account of the time they are on duty before starting and after arrival, but there are often intervals of rest, and some of the trains are being re-timed with a view to further improvement. Evidence was produced to show that the system of long hours with two days a week off duty was preferred to regular hours of 10 a day. Four engine drivers, working a link on the former system, expressed themselves satisfied with their hours, which were about 53 in a week of four or five days.

About 37 signal boxes are on an eight-hour shift. In some of these, on a 12-hours' shift, the work is very light. Signalmen incur overtime in changing from night to day duty every week, and also in the case of single-shifted boxes on unimportant branch lines. It is possible to reduce overtime by switching out signal boxes. There has been no complaint from signalmen on the North British lines.

On the Glasgow and South-Western Railway an instance is given of a passenger train on which the men's regular day's work is 15 hours of continuous duty, and other instances of 14½ hours a day, and of 78 hours 46 minutes a week. On individual occasions there were instances of 17 hours a day, and of 83½ hours a week.

The Glasgow and South-Western Railway.

On the Ayrshire and Wigtownshire Railway, in March 1891, the enginemens of a mixed train worked 69½ hours in five days.

The Ayrshire and Wigtownshire Railway.

With regard to the Cambrian Railway, it was stated that excessive hours are habitually worked on that line, owing to insufficiency of staff. In proof of this, several affidavits by shunters and signalmen at Oswestry were produced, stating that their regular hours were 72 or 80 a week, and had often included continuous stretches of 36 and sometimes 40 hours. Overtime is not now habitual to the same extent, because additional relief men have been put on. It was stated that a signalman had once worked 51 hours at a stretch. Several engine drivers and firemen stated that their hours were long, and that the standard day's work was 16 hours for four days a week, but that they were satisfied. An ex-porter on the Cambrian line stated that his regular hours were 12 a day, but that he had worked a great deal of overtime as assistant goods guard, owing to the inefficiency of the company's staff, and had complained of it without effect. It was stated that a goods engine driver from Oswestry worked 77 hours in a week in February 1891, including one stretch of work of 20 hours 20 minutes.

The Cambrian Railway.

On the part of the Cambrian Company, the general statement was made that their staff was not inadequate, but was larger in proportion to their mileage than that of some other companies, according to the Board of Trade Return of 1884. The company have never had any memorial from their men complaining of the hours of labour, and the excessive hours mentioned in evidence were put a stop to as soon as they came to the manager's knowledge, and he then satisfied himself that no other case of the kind existed. The men are to blame if they do not report such cases and apply for relief. It is not true that complaints have been made and have not received attention.

With regard to individual cases, it was explained that the case of the signalman who worked 51 hours at a stretch was exceptional, and due to the sudden illness of the relief signalman in a time of epidemic. It is true that a goods driver from Oswestry worked

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20 hours at a stretch once in six weeks, but the manager was not aware that the system was disliked, and it is now discontinued. The Cambrian Company aim at making the week's work for engine drivers as nearly as possible 60 hours. Long days are sometimes worked, but are followed by short days.

The present form of return to the Board of Trade compels the responsible officers of the company to analyse the duty much more carefully than they formerly did.

Great Western Railway.

With regard to the Great Western Railway, it was stated that the goods guards at Pontypool Road and Stourbridge Junction systematically work overtime, and instances were given showing weekly work varying from 70 to 90 hours in the winter of 1890-1. The hours worked by a goods guard at Gobowen throughout the year 1890 were stated, and showed an average of 12 hours 18 minutes a day. A statement was handed in of the working of 35 goods guards at Neath, showing an average in most cases of 13 hours a day. Some of the main line passenger engine drivers from Stourbridge Junction work an average of over 14 hours a day for five days a week, and the booked hours of a number of passenger guards vary from 13 to 15 a day. It was stated that two relief signalmen at Didcot, who work between them the extra hours in five signal boxes which are on two 10 hours' shifts, complain that they are practically on duty 14 hours a day, as the four hours' interval in the middle of the day is not sufficient for rest. They have made several fruitless applications for shorter hours. It was stated that a signalman at Landore frequently works 13, 14, and 16 hours and upwards.

On the part of the Great Western Company, it was stated, with regard to these cases, that those which occurred in the winter of 1890-91 were due to the exceptionally severe weather, causing unavoidable delays to trains, and increased traffic through the closing of the canals. The hours of the Gobowen goods guard have been reduced, and those of the goods guards at Neath were overstated. The hours of passenger engine drivers and firemen from Stourbridge Junction have been reduced, and it was stated further that all the booked times of passenger engine drivers, firemen, and guards given in evidence included considerable intervals of rest. The relief signalmen at Didcot have sufficient rest in the middle of the day, and the long hours worked at Landore were only on Saturdays, and are no longer worked.

It was stated in general that the Great Western Company make every effort to bring the hours of labour within a reasonable limit, but there are circumstances beyond their control which prevent the application of a fixed limit, particularly with the running staff. They endeavour to get rid of systematic overtime by appointing extra men, and their expenditure on increased accommodation to meet the traffic is continuous.

The goods and mineral traffic is the most difficult to regulate, because it has to give way to the passenger traffic, but the company have for some time past been studying the working of goods trains with a view to reducing hours, which have undoubtedly been excessive. The alteration now being carried out will cause a material improvement, but it is necessarily a work of time, and requires considerable arrangement. The standard week's work is 66 hours, and the booked times are the same every day in the same week. Exceptional traffic caused by races, &c. is met by employing the extra staff, and also by drafting men from one point to another on the line. Owing to representations made by the goods guards, their hours have recently been reduced, and it is arranged as far as possible that they shall not exceed 12 hours on any one day. The hours of engine drivers and firemen are arranged on the same plan, and in case of unforeseen detention the men are invited to apply for relief. Their chief desire is to reach home at the end of their day's work, if this can be done within 13 hours. Memorials have been addressed to the locomotive superintendent, representing that the signalmen were very well satisfied with the present system of working, and regarded a limit of 10 hours a day as undesirable and unworkable.

Three engine drivers on the Great Western Railway agreed in stating that the hours in the locomotive department are reasonable, and do not need any further reduction. The company endeavour to keep the bookings within 10 hours a day or 11 on goods trains, and the actual runnings keep pretty well to the booked times. Locomotive men approve of a 10 hours' day, but not of a fixed limit, and prefer work-

ing long hours on an emergency to sleeping away from home. They do not wish for State interference with hours, but place entire confidence in the company.

With regard to the Lancashire and Yorkshire Railway, it was stated that the hours of guards, engine drivers, and firemen are habitually excessive. Passenger guards at Accrington work on a roster which gives each man in turn spells of duty extending to 14 hours, and goods guards at Accrington, working on the trip system, made an average of 14 hours a day on the total working days in 1890. The trip system is objected to because it involves working extra time without extra pay. A statement was handed in of the hours worked by drivers and firemen and goods guards, showing averages in a month's working of from 14 to 18 hours a day. The remedy suggested for excessive hours is revision of the time tables, and addition to the staff. Numerous instances were given of long hours worked in the winter of 1890-91, when goods guards were very frequently on duty over 15 hours a day, and engine drivers and firemen over 16 hours, and sometimes as much as 20 hours. This was, however, a time of exceptional pressure, through the canals being frozen, and extra traffic thrown on the railway. Other instances were given of guards at Wakefield and Bradford working stretches of duty varying from 23 to 28 hours, in May and August 1890.

It was stated that the goods shunters at Sowerby Bridge work alternately 72 and 84 hours a week, without any stated time for meals. An instance was given of a foreman porter working for three days with only seven hours' rest, as a passenger guard, and it was suggested that the hours of foremen porters employed as passenger guards ought to appear in the Board of Trade Returns.

On the part of the Lancashire and Yorkshire Company it was stated that the above evidence was substantially correct, but that the facts were capable of some degree of explanation. The hours of passenger guards include intervals, in some cases of considerable length, during which the guard is absent from his train. Goods guards working on the trip system do not work habitual overtime. The hours of certain goods guards for the whole of 1890 averaged 12 hours a day. The instances given of excessive hours worked in the winter of 1890-91 are accounted for by the extreme severity of the weather, the increase of traffic through the closing of canals, and by the prevalence of illness among the men. There is no regular provision for such contingencies, as they seldom occur. The Lancashire and Yorkshire line is at all times very crowded, so that the least derangement causes numerous delays, and there is a great deal of excursion and goods traffic, which fluctuates to an extent which cannot always be foreseen. But for the periods of congestion the men would work very little overtime, and to deal with these conditions improved accommodation is needed. The company have spent 12,000,000 on relief lines in the last 10 years, but the traffic increases far more rapidly than they are able to deal with it. The company's officials endeavour to arrange the hours of locomotive men so as not to exceed about 12 hours a day, but it is impossible to do so in all cases on account of the nature of the traffic. A statement was handed in showing that the hours of certain engine drivers and firemen, whose time-sheet for January and February 1891 had been previously handed in, were reduced in January 1892 to an average of 12½ hours a day, as against 16½ in January 1891. The company have not received any memorial from their servants with special reference to hours of labour, and none of the men who have been working long hours appear to have complained. The wish of the locomotive men is that 12 hours should be the ordinary maximum working day.

A system of relief for goods guards was introduced in 1891, in order to prevent excessive hours such as those which have occurred, and which are admitted to be indefensible. The efficiency of this system of relief was, however, questioned by a witness, who handed in a statement giving details of the hours worked by goods guards in January and February 1892. This statement shows daily averages on a month's working of 13 to 15, and even 16, hours.

With regard to the London and North-Western Railway, it was stated that two signalmen at Gorseinon, near Swansea, work alternately 12 and 11 hours, and have occasionally exceeded 12 hours, and that on February

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18th, 1891, a platelayer worked at fogging 17 hours 40 minutes, and another 16 hours, and that it frequently happened that platelayers had to go fogging at night after being on duty all day.

On the part of the London and North-Western Company it was stated, with regard to these cases, that the work of the signalmen at Gorseinon was not excessive, and was comprised within 12 hours, and that the case of the fogmen could not be identified. It is admitted that notwithstanding the elaborate system of fog-signalling on the London and North-Western, fogmen occasionally work long hours in cases of sudden emergency. It was stated in general with regard to hours of labour on the London and North-Western Railway, that it is not part of the company's policy to employ men for excessive hours, and that at no time have their working arrangements been such as to cause hardship to the staff. Excessive hours have been worked with the consent of the men, but there is very little systematic overtime. Since the agitation on the subject of hours began, the company have made a complete investigation of the working of the men throughout the system, with the result that a considerable improvement was made, and the Board of Trade Returns for 1890 show a great reduction in overtime since 1888. The standard hours on the London and North-Western are 60 hours a week, with a maximum of 12 hours a day. The system of long and short days is considered undesirable. The staff at fixed posts of duty are not overworked. At busy stations there is a second station master, or a deputy, and the hours of porters are within 12 hours a day, with a reasonable allowance for meal times. In outlying country places the hours are nominally longer, but the work is light and intermittent. The hours of shunters vary from 8 to 10 and 12 a day, with intervals for meals. The position of signalmen has greatly improved of late years. Their hours are carefully regulated according to the amount of work, and most of them are off duty every other Sunday. The hours of passenger guards are all brought within something like 60 hours a week, and no guard works more than 12 hours a day, unless from exceptional causes. The maximum hours of drivers are 12 a day, but men working as much as 12 hours have a rest day in the course of the week. Express drivers do not work as much as nine hours a day, and never more than four or five hours at a stretch. There is an extensive system of relief to prevent men from working long hours, and if a man fails to apply for relief at the proper time he is called to account. The principal circumstances which cause long hours are fog and snowstorms, and sudden increase of traffic, and these conditions cannot be completely remedied, but there are systematic methods of dealing with them when they may be reasonably expected and the company are constantly spending money on additional accommodation. There is an organised system of fog-signalling, so that as soon as a fog comes on a trained man is told off to each signal, and followed by a relief man if the fog continues, but in extreme stress of weather even the staff of nearly 4,000 men may be inadequate.

The Manchester, Sheffield, and Lincolnshire Railway.

With regard to the Manchester, Sheffield, and Lincolnshire Railway, it was stated that long hours are frequently worked by locomotive men and guards, especially on goods trains, and that some of the booked times are from 14 to 16 hours, the same men working throughout; but it does not in all cases appear how often these turns of work fall to any individual man. A signalman at Wombwell stated that he worked 12 hours a day seven days a week, all the year round. His signal box controls four lines of rail and a level crossing, and he has asked the directors to put it on an eight hours' shift.

The Great Eastern Railway.

With regard to the Great Eastern Railway, a few individual cases of long hours were mentioned. It was stated that the signalmen at Custom House Junction, Tidal Basin, and Silvertown, frequently worked overtime on the night shift, their hours then extending to 14 or 15; and that the signalmen at certain stations in Norfolk work 12 hours a day, and have only one day off in a month or six weeks. It was stated that two wheel tappers at Wymondham work 10 and 14 hours a day in alternate weeks, and 24 hours at a stretch when changing shifts on Sunday, and that passenger porters at Wymondham work 13 hours a day, and are on duty every alternate Sunday. An express parcels cartman at Stratford worked 84 hours in six days, or an average of 14 hours a day.

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On the part of the Great Eastern Company it was stated that the overtime referred to is no longer worked, and that the maximum hours of wheel tappers at Wymondham are now 12 a day. Wymondham and the other stations mentioned are not very important, and the work is light. The signalmen at these stations have a day off every fortnight, with an additional day every month or six weeks.

It was pointed out that while overwork is altogether undesirable, overtime does not always mean overwork, and fixed regular hours for all railway workers are out of the question, owing to the varying nature of the circumstances. The enormous passenger traffic carried by the Great Eastern at workmen's fares, yields so small a margin of profit that the increased expense which would follow the adoption of a 10 hours' limit to a working day, would make it impossible to continue the present accommodation. There have been reductions in the hours of labour for years past, but chiefly since returns have been called for with regard to overtime. The ordinary maximum hours for enginemen and guards are now 12 instead of 14 a day, and many of them object to the change, because they are now frequently booked off before reaching home. Several engine drivers expressed themselves strongly to the same effect, and a memorial was handed in stating that the locomotive staff were satisfied with the old arrangement. If the hours could be shortened by a different method it would be desirable. Long hours which do not cause overwork occur in the working of the small branch lines, where the running time is perhaps two or three hours out of 13 or 14 hours on duty.

Another case of the kind is the working of special excursion traffic, when the time on duty includes a long interval of complete leisure. The men wish to be appointed to these trains, and the excursions are an enormous advantage to the poorer population of London, but the profits are not large enough to enable the company to reduce the hours by providing relief men.

Tables were handed in showing some of the rosters of engine drivers and guards. The average booked times shown in these tables are 8 hours and 19 minutes for passenger drivers, 9 hours 11 minutes for goods drivers, 9 hours 33 minutes for passenger guards, and 9 hours 19 minutes for main line goods guards, excluding the attendance required before starting and after arriving, which amounts to an hour or an hour and a half. The standard hours of engine drivers and firemen are 10 a day, each day standing by itself; those of guards are 66 hours to the week of six days. The work is arranged on the link system. The hours of station masters and porters are about 11 or 12 a day, including meal times, except at country stations, where the hours are longer, but the work is light.

Of 538 signal boxes on the Great Eastern line, 73 are eight-hour boxes and 119 are on shifts of under 12 hours. The men in eight-hour boxes have every third Sunday off, and those in 12-hour boxes have every other Sunday. The exchange of shifts in 12-hour boxes is effected by special relief men. Shunters at important places work eight hours a day, and at less important places 12 hours a day, and in the latter case they have intervals for meals.

The North-Eastern Railway.

With regard to the North-Eastern Railway, it was stated that not many complaints had been received from the men on that line, but that long hours were rather frequent on mineral and goods trains. Instances were given of a fireman at Hull who worked from 12 to 14½ hours a day for a fortnight in March 1891, and of engine drivers and firemen at Fylands Junction who work 15 or 16 hours four days a week. The regular work of a mineral guard at Gateshead for some months in 1891 varied from 73 to 90 hours a week. It was stated that the work in the locomotive department was often divided unfairly among the men. It was stated that signalmen at Naburn occasionally worked 13, 14, and in one case 19 hours, through not being relieved at the proper time. It was also stated that the hours worked by signalmen at Blyth are alternately 73 hours a week without Sunday work, and 83 hours with Sunday work, and that the hours are almost equally long at other cabins in the same district.

On the part of the North-Eastern Company it was stated that the hours of the Fylands Junction enginemen and the Gateshead goods guards had been reduced, and that in the latter case excessive hours were caused by the unsatisfactory state of the

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weather in the early part of 1891. The company's practice is to divide the work among the men as fairly as circumstances will permit. The case of the signalmen at Naburn was exceptional. It is not always possible to send relief men at one precise moment. The other cases mentioned were overstated. The average week's work for all the cabins in the Blyth district is 67 hours on one shift and 71 hours on the other, including Sunday work.

The hours movement, 1883 to 1891.

Documents were handed in containing a detailed account of the "hours movement" on the North-Eastern Railway, from 1883 to 1891, with a history of the threatened strike in 1890, which resulted in the Newcastle settlement.

It appears that in 1883 Mr. Foreman, who was then in the service of the company, requested the directors to concede certain terms to their staff, including a 10 hours' day, each day standing by itself, and payment for overtime and Sunday work at time and a quarter, and a minimum interval of eight hours' rest between any two days' work. The directors replied that if the men in any department had a complaint to make, they should communicate with the head of that department, and that, as there was no similarity of circumstances in different departments, similarity of practice was not likely to be established. Shortly afterwards representatives of men met the heads of departments, and asked for the adoption of Mr. Foreman's programme, but the company decided that nothing had been advanced to show that the proposed changes ought to be adopted, and pointed out that the demand was simply for advanced wages, and that the North-Eastern Company were already paying at least average rates. A 10 hours' limit was impracticable, but arrangements would be made to allow in all cases an interval of eight hours between two days' work. A proposal for arbitration was then made by the men, and declined, and the matter dropped. In 1888 a programme very similar to the former one was drafted by the Darlington branch of the Amalgamated Society of Railway Servants. It included, in addition, demands for payment for Sunday work at time and a half, and for a week's pay to be guaranteed to all grades who have to devote their whole time to the service of the company, and for promotion by seniority in all grades. The directors refused to grant these concessions, on the ground that they would involve an unjustifiable expenditure, and also refused to receive a deputation. In October 1889, after further negotiations, a deputation was received at Newcastle, and in November two meetings with the general manager took place, and at the last meeting the men received the final answer of the directors, to the effect that the programme as a whole could not be conceded, because it was a proposal to establish uniformity of conditions in relation to services quite dissimilar in character, but that the heads of departments had been instructed to adopt any reasonable modifications in the arrangement of wages. In carrying out these instructions the locomotive superintendent held a meeting with a number of his men. A conference of delegates at Darlington accordingly passed a resolution disapproving of negotiations as to hours or wages being carried on by any member of the Amalgamated Society other than the authorised representatives, and a further resolution demanding an immediate interview with the directors to discuss the entire programme. This interview was conceded in January 1890, when the general manager explained the improvements recently made, which were mainly these: the wages of locomotive men had been advanced and extra pay for Sunday work conceded to all grades; the hours of goods guards and shunters had been reduced from 68 to 60 hours a week, and the number of eight-hour signal boxes had been increased. At the same time the directors reiterated their refusal to accept the terms of the programme as a whole. With this meeting the negotiations between the Darlington delegates and the directors and officers of the company terminated.

Threatened strike in 1890.

In the beginning of 1890 the North-Eastern men handed the matter over to the general executive of the Amalgamated Society of Railway Servants, which had adopted in substance the Darlington programme. The general secretary of the society accordingly wrote to the North-eastern directors, offering to resort to arbitration on the proposals already made for a readjustment of the working hours and of the manner of calculating payment. The directors replied that they adhered to their former decision. The

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society then took a ballot on the question of a general strike to enforce the demands of the men. The result showed a majority against a strike, and six months later another ballot was taken. In this case there was a majority of over 2,000 in favour of a strike, but since 6,186 voting papers were not returned at all, the ballot was regarded as a failure. A question of platelayers' wages had been included in the ballot form, and a large number of platelayers' votes were thus obtained, while in other grades the number in favour of a strike was less than on the former occasion. On the failure of the general movement, the question was taken up in the Newcastle district by the Amalgamated Society, the General Railway Workers' Union, and the Tyne-side and National Labour Union. A statement of the demands of certain grades of men, not including engine drivers and firemen, was sent to the company, with a note signed by the secretaries of the three societies, requiring an answer within three days. The demands related chiefly to the length of the week's work and to the rate of payment for overtime, night shifts, and Sunday work. A week of 60 hours was requested for signalmen and passenger guards and porters, and 48 hours for signalmen and shunters at busy stations. An advance of wages was requested for certain grades, and a guaranteed week's pay for goods guards, and it was asked that men of over four years' service should at once receive the maximum wages. It was impossible to give a definite reply within the time specified, and therefore 2,000 men, chiefly platelayers, porters, and signalmen, sent in notices of their intention to leave the company's service. The directors then offered to meet a committee of the men associated with any advisers whom they might select, in order to discuss the questions which had been raised. On December 20th the meeting took place, and the main points in the demand were practically conceded, except those of a guaranteed week's pay for goods guards, and the adoption of the highest scale of wages for men of over four years' service. The hours were not reduced except in the case of certain shunters and porters. The terms thus agreed upon are known as the Newcastle settlement. It was pointed out that the settlement had but little reference to the question of hours, and that the agitation had not been conducted on that single issue, and that therefore the demands made did not amount to a clear expression of opinion as to hours.

The Newcastle settlement.

Documents were also handed in, including a summary of returns made from time to time to the Board of Trade, showing the number of men of each grade employed by the North-Eastern Company, the number of men who were on duty more than 12 hours on any one day during the month, and the number of instances of duty exceeding 12 and 14 hours. The returns extend from 1886 to 1890 inclusive, and, except in 1887, they refer to one month in the year only. The figures show a marked decrease in the hours of passenger guards. The number of passenger guards on duty more than 12 hours was about 90 per cent. of the whole number employed in July 1886, 5 per cent. in March 1890, and 16 per cent. in December 1890, a month which compares more fairly with July, but was peculiarly unfavourable in that year. The number of instances of work exceeding 14 hours shows a decrease from 713 in July 1886 to 4 in March 1890, and 159 in December 1890. The hours of goods guards and of engine-drivers and firemen do not show the same improvement. In their case there is a slight increase in the number of instances of work exceeding 12 hours, though a marked decrease in the number exceeding 14 hours, and the figures for December 1890 are largely in excess of those in any previous return. The hours of signalmen show a considerable decrease, especially as to the number of instances of work exceeding 14 hours, which was 1,016 in July 1886, and 88 in March 1890. The summary included a statement of the number of days' work performed respectively in March 1890 by the men on duty 12 hours or under, over 12 but under 14 hours, and over 14 hours.

Board of Trade Returns.

Tables were also handed in showing the average amount of train mileage to the hour in every instance of long hours worked by the running staff in December 1890, and the difference between the time paid for and the time actually occupied in running the trains. The purpose of this statement was to show the small amount of effective service in train mileage obtained by the company in these cases, and

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at the same time the large proportion of overtime which is spent in mere attendance, and involves no strain on the men. Similarly in the case of signalmen, details were given of the time occupied during a 12 hours' shift in actual performance of work, showing that in certain signal boxes the time varied from 8½ hours to a little over an hour. Returns were handed in of fatal accidents which occurred to the company's servants in the years 1888, 1889, and 1890, showing the hours worked on the day of the accident and for two days before. The figures do not seem to establish any conclusion connecting long hours with personal risk.

Difficulty of working a uniform system of hours.

It was stated in general that the weather, the extent of train service required by the public, and, above all, the fluctuations of traffic, particularly on the North-eastern Railway, made it impossible to work on a uniform plan of 10 hours a day. The iron ore traffic of the North-Eastern Railway has ranged, within short periods, from nothing to 15,349 tons a week at Tyne Dock, and 8,000 tons a week at Sunderland. If the staff were sufficient to work the maximum amount of traffic on a 10 hours' system, it would follow that for many weeks they would have about half-pay. The undesirable plan of employing casual labour would be the only alternative. The men prefer the existing plan of keeping a fair and adequate staff, so that by working overtime when necessary the business can be carried on and most of the men earn regular wages. The company have spent and are spending large amounts of capital to provide additional accommodation where there is difficulty in working the traffic. By this means, and by a re-arrangement of the trains, the hours are being considerably reduced. It would be difficult to introduce a 10 hours' system in the case of porters at small stations and signalmen in unimportant cabins. In some of the latter, where the shift is 12 hours, the men by their own arrangement are on duty 4½ hours, with three intervals amounting to 14½ hours, when changing shifts once a week. The North-eastern men in general wish to have the opportunity of working overtime, and do not wish to be limited to 60 hours a week, with pay in proportion. The company have made changes for the purpose of reducing the hours, and the men have petitioned for a return to the old system. Sunday work is reduced to a minimum. In the locomotive department it represents only a tenth part of a week-day's running. About 30 per cent. of the signalmen, and 20 per cent. of the passenger porters, and most of the mineral and goods guards, have no Sunday work.

The men have free access to the manager or the superintendent when they have any complaint to make. In the opinion of the directors they do not desire any material modification in their hours of employment, and while it is most desirable to secure the working of the traffic in the shortest possible time, this object cannot be satisfactorily effected by laying down any rigid rule according to a preconceived idea. It is considered, therefore, that no case can be made out for any plan of interference between employers and employed.

A number of engine drivers and guards in the service of the North-Eastern Railway Company made statements with regard to their hours of labour. They concurred in the opinion that it would be impossible, especially in the case of the mineral traffic, to arrange the train service as to give the drivers and guards an actual 10 hours' day, and added that the majority of those employed in the North-Eastern Railway wished merely that all time over 10 hours should be paid at an advanced rate. It is considered that 10 hours is a fair day's work, but that 12 hours can be worked without undue strain. Two mineral guards stated that their average weekly hours for three months in 1891 were 71½ and 75½ hours respectively. A goods' guard made a statement of his weekly hours for the year 1890, which averaged 68 hours. An express engine driver made a corresponding statement of his hours, which averaged 69 a week, and he pointed out that if they were shortened so as to give him insufficient rest between the outward and the return journey, his health would be injured and he would lose his employment. Another passenger engine driver stated that his average weekly hours in 1890 were 66, and another, who was not an express driver, stated that he worked 14 hours a day six days a week. A passenger guard stated that his average weekly hours in 1890 were 58½. These witnesses declared

themselves satisfied with their hours of labour, and confidence in the company's officers was expressed and also satisfaction with recent improvements.

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Another witness stated that a large number of engine drivers, firemen, and guards, were dissatisfied with their hours of labour, and wished for the adoption of the Amalgamated Society's national programme, regarding it as a demand for shorter hours, not for higher wages.

With regard to the Midland Railway, it was stated that the booked times of the engine drivers and guards frequently exceed 12 hours, and when any delay occurs the time worked may be much longer. An engine driver between Swansea and Pontardawe works 15 hours every Monday, and the booked time of drivers working from Swansea to Glais is 14½ hours a day all the year round. It was also stated that passengers and goods guards are systematically over-worked, and that overtime is not allowed for when the booked time is in excess of 12 hours. It was maintained that in the case of passenger guards, the intervals between the arrival and departure of trains are usually too short and too fully occupied to be considered intervals of rest. Several instances of the working of guards were given. Local passenger guards stationed at Bradford, Sheffield, and Leicester, work in links, which give each man in turn spells of duty amounting to 13¼ and 14 hours, and six main line passenger guards from Birmingham work an average of over 12 hours a day. At Broon the staff is inadequate, and when one of the three guards is ill, or on leave, the other two work 15 hours a day. Other instances were given of booked time ranging from 12 to 15 hours. It was stated that the working of a goods guard at Child's Hill for the whole of 1890 included 184 instances of work over 12 hours, among which were 35 instances of 14 hour's work, and 29 instances of from 15 to 19 hours' work; and statements were handed in of the working of goods guards for certain months in 1890 and 1891, showing a number of instances of 15, 16, 17, and 18 hours' work. It was stated that a goods guard at Child's Hill in January 1891 worked 92 hours 50 minutes in six days; that a goods' guard at Wellingborough on certain occasions worked 16 and 17 hours, and that at Coalville, where the staff is inadequate, the regular hours of mineral guards are 13, 14, and 15 a day. It was stated that the signalmen at Keighley, when changing shifts, come on duty after less than eight hours' rest, and then work 12, 15, and 14½ hours on three consecutive days, and that a busy signal box at Newark is on a 12 hours' shift. On the part of the Midland Company it was stated that the evidence with regard to the hours of engine drivers and passenger guards was substantially correct, but that in several cases the hours had been reduced, and in other cases, as those of local passenger guards, there are considerable intervals of rest, and the long turns are balanced by short ones. It does not appear that the men dislike the system of setting short days against long days, and the exigencies of the train service will not admit of equal terms being worked throughout. The rosters are averaged, as far as possible, to a day of 12 hours gross, including attendance before and after the journey. The statements handed in as to the working of goods guards were substantially correct, though the figures were sometimes over estimated and sometimes under estimated. The cases of long hours were mainly due to bad weather and exceptional circumstances, and the same explanation applies to the case of the Child's Hill goods guard, who worked 92 hours 50 minutes in six days, and to that of the Wellingborough goods guard. The usual weekly average of the Child's Hill goods guards is 73½ hours, and of the Coalville goods guards from 67 to 70 hours. The statement that the Coalville Station is considerably undermanned is incorrect. The hours in the signal box at Keighley have now been altered, and those at Newark are considered reasonable. It was stated in general that the Midland Railway men have no standing grievance on the subject of hours, and if they had they would make it known. The time-tables generally show an average of under 12 hours, and the booked time is not often exceeded, except with goods' and mineral trains, none of which are booked out more than 12 hours. Express passenger drivers are on duty from 10 to 12 hours a day, of which only five or six hours are spent in running trains. It is impossible to prevent delays to goods and mineral trains from

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bad weather and other contingencies, but the men are enjoined to apply for relief when they are likely to be on duty excessive hours. The main remedy for long hours is the widening of lines and increase of siding accommodation, and on this the Midland Company have spent a million and three-quarters in two years. Since the winter of 1890-91, when cases of long hours were too numerous, owing to the severity of the weather and the rapid growth of traffic, the directors have made further arrangements for large extensions of accommodation, and have added considerably to the staff of relief men, especially in the case of guards. If the number of guards were increased so as to be adequate to meet all contingencies, it would not be possible even in winter to find them full employment, and at other times there would be a large surplus. Long spells of work not unfrequently arise through illness occurring without giving time to effect the necessary relief. The men have hitherto cheerfully co-operated with the officers in meeting special difficulties, and no complaints have been received from them; while the directors and officers have spared neither expense nor effort to overcome the numerous difficulties in working the traffic satisfactorily. They have a staff whose sole duty is to examine and revise the hours of the men. The eight hours' system for signalmen was introduced in 1868, and the question of the hours of the staff receives constant attention. The hours of shunters have recently been reduced from 72 to 60 a week, and the men appear to be perfectly satisfied.

The North Staffordshire Railway.

With regard to the North Staffordshire Railway, the Board of Trade Returns show that in the case of engine drivers the per-centage of instances of more than 12 hours' work in the day was 56 in March 1890, and 62·47 in December 1890, and the per-centage of instances of more than 13 hours' work was 34·92 in March 1890, and 47·08 in December 1890. In the case of goods guards, the per-centage of instances of more than 12 hours' work was 41·54 in March 1890, and 55·43 in December 1890, and the per-centage of instances of more than 13 hours' work was 17·6 in March 1890, and 36·43 in December 1890.

On the part of the North Staffordshire Company, these figures were explained by the statement that the normal working day on that line is 12 hours, for five days a week, so that the least delay to a train causes overtime to be worked. The reason of the increase in December 1890 was that the weather was exceptionally bad; the canal which carries a large portion of the company's heavy traffic was frozen, and there was therefore an extra strain on the railway, while the working of the trains was impeded by snow and fog.

The North Staffordshire line chiefly consists of branches radiating from Stoke-on-Trent, and the locomotive men work out and back in a day. They prefer working 12 hours five days a week to working 10 hours six days a week. The company are endeavouring to recast the hours, so as to give the men as nearly as possible fixed and equal days of work, subject to the condition that they reach home every night.

The Great Northern Railway.

With regard to the Great Northern Railway, it was stated that passenger guards at Leicester work regular turns exceeding 13 hours a day, and that goods guards at Ardsley are frequently overworked, owing partly to the fluctuating nature of the mineral traffic of the locality. It was also stated that certain goods shunters at Holloway in March 1891 worked several continuous stretches of 16 or 17 hours, and that a goods guard at the same station worked 79 hours in six days, and that another guard worked at different times 18½ hours and 21½ hours without a break. It was stated that a goods porter at Farringdon Street worked 84 and 88½ hours in two consecutive weeks in February 1891, and that the hours of goods guards at Newark varied from 12 to 14 or 16.

The London, Brighton, and South Coast Railway.

With regard to the London, Brighton, and South Coast Railway, it was stated that goods and passenger drivers and firemen at Brighton work on rosters which give each man in turn spells of duty as long as 14, 16, 22, and 24 hours; that a goods guard at New Cross worked 74, 83, and 100 hours in different weeks in October and November 1890, and that a passenger porter at Horley worked 103½ hours in seven days in February 1890, and 101½ hours in seven days in March.

With regard to the Metropolitan Railway, it was stated that the signalmen on that line complain that on two Sundays out of three they have to work 12 hours. On week days all the signal boxes are on 8-hour shifts. Inspectors, porters, ticket collectors, and guards, work from 15 to 16 hours on Sundays.

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The Metropolitan Railway.

With regard to the Midland and South-Western Junction Railway, it was stated that in 1891 a Board of Trade inquiry into a fatal accident to a goods guard led to an investigation of the hours of labour of other employés on that line. It appeared that in many cases the hours were excessive, and the Board of Trade accordingly made a strong recommendation to the company on the subject. The company then revised the working of the trains, and succeeded in bringing the hours of labour within reasonable limits without making any addition to the staff. A copy was handed in of the Board of Trade inspector's report on the accident, and of the subsequent correspondence between the Board of Trade and the Midland and South-western Junction Company.

The Midland and South-Western Junction Railway.

With regard to the Belfast and Northern Counties Railway, it was stated that in the locomotive department the hours are arranged on the principle of each day standing by itself, which is a great preventive of overwork. There is, therefore, not much complaint among locomotive men. Signalmen, however, work very long hours, usually 13 or 14 a day, and overtime does not begin till after 16 hours. The hours of shunters are generally 14 a day, and brakemen and goods guards work in links which give them 17 hours' work once or twice a week.

The Belfast and Northern Counties Railway.

With regard to the Great Northern Railway of Ireland, it was stated that long hours are very prevalent on that line with the enginemén and guards of goods trains. The hours are calculated by the week, and the guards work in links which give them several very long days in the week, and one or two days off or working short time. In some cases the average length of the working day is 14 or 15 hours, and the hours of engine drivers and firemen are in each case the same as those of the guards. An engine driver at Clones has a regular working day of 14 hours 40 minutes. At fair time the hours are longer, going up to 18 hours a day. Special cases of long hours were mentioned, such as that of goods guards who worked 43 hours, with intervals amounting only to 5½ hours or less, and of others who worked 20 hours with practically no interval. It was stated, however, that the hours of drivers, firemen, and guards had recently been slightly reduced.

The Great Northern Railway of Ireland.

It was stated that there is no limitation to the hours of guards on the Great Northern or any other Irish railway, but that with enginemén overtime begins after 60 hours a week. It is, therefore, a frequent practice to work long and short days, the long days sometimes extending to 16 and sometimes to 19 or 20 hours. Instances were also given of enginemén and guards working regularly 13 or 14 hours a day. It was stated that the whole of the night work at Drogheda is performed by one man, who works 12 hours every night and also that the Newry signalmen are on duty 14 hours a day with a two hours' interval, and that the gatemen at Newry work 14 hours six days a week, and seven hours on Sunday. It was stated that at Portadown, which was described as the busiest station in Ireland, the signalmen have a 12 hours' shift and are continually at work while on duty.

It was stated at the same time that the Great Northern of Ireland Company are very well disposed to consider any representations of grievances with regard to hours.

On the part of the Great Northern of Ireland Company it was stated that in nearly all the cases of long hours mentioned in evidence there were intervals of rest in the course of the day, especially on small branch lines, where there are instances of 13 hours on duty, with intervals of about an hour each, amounting to eight hours. During these intervals the engine is left with one man in charge of it. It is not the case that the booked time is frequently exceeded. In several cases the hours have now been reduced. The link system is not very usual on this line, and the hours of the Belfast goods guards who work on it, have been overstated. The hours of the signalmen and gatemen at Newry were also slightly overstated, and it is not the case that the night watchman is in sole charge of

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the station at Drogheda. The hours of the signalmen at Portadown are not considered excessive. It was stated in general that the work on Irish railways is very much lighter than on English ones, owing to the comparatively small amount of traffic, and also that the peculiarly fluctuating nature of the traffic precludes a strict limitation of hours. The working of a railway must be carried on by constant attention to details, and cannot be pre-arranged according to general rules. Anything under a 12-hour day on Irish railways could only be accomplished by lessening the train service, and so injuring the trade of the country. The hours of labour on the Great Northern of Ireland Railway are, as a rule, 12 a day, and generally include meal hours. There have been no complaints of excessive hours, and the men wish to work overtime for the sake of the pay, but the company find it most inadvisable to allow them to do so. Overtime on the Great Northern of Ireland is not calculated on the day's work as on the Belfast and Northern Counties Railway, but the conditions of the latter make it more practicable to adopt a standard day's work than on any other large Irish line.

The Midland Great Western Railway.

With regard to the Midland Great Western Railway, it was stated that in several instances the booked times of goods trains are from 13 to 15 hours, making the time on duty 13½ to 15½ hours for the guard, and 14½ to 16½ hours for the engine driver and fireman; and that passenger guards between Galway and Dublin work 14 hours a day. On the part of the Midland Great Western Company it was stated that in none of the cases mentioned are the trains worked all the week by the same men, and that all the long trips are preceded and followed by periods of rest varying from 15 to 30 hours. The Athlone goods train, which works a double trip timed at 14 hours, was so arranged to meet the convenience of the men, who say that they desire no change in the working of the train. On the Galway passenger train, already mentioned, the guard works a total of 45 hours a week. It was stated that this railway carries a large amount of livestock traffic, chiefly by special trains, and that this is very difficult to work so as to avoid excessive hours, on account of the irregularity and delay necessarily caused by circumstances. This difficulty is met as far as possible by the employment of a special staff of guards, and the company are providing additional accommodation to facilitate the working of the traffic. The hours of signalmen are in most cases 12 a day, with light work, and there is no overtime. Spare signalmen are kept for relief duty. The hours of passenger guards are arranged as far as possible not to exceed 10 hours a day, except on some branch lines, where, however, there are considerable intervals off duty. The hours of goods guards are not excessive, and they have days off duty, so that their daily average is about nine hours.

The Waterford and Central Ireland Railway.

With regard to the Waterford and Central Ireland Railway, it was stated that in numerous instances special trains are run at night by men who have already done a long day's work, and porters at the roadside stations have to remain on duty while these trains are being run. It was also stated that drivers of express trains have often been on duty 33, 39, and 40 hours at a stretch, and that a fireman, whose regular hours were 16 a day, was dismissed for leaving his engine after working 23 hours without being relieved by a duly qualified person. In one week in 1891, he worked 119½ hours.

On the part of the Waterford and Central Ireland Company, these statements were admitted, but it was explained that the fireman could have obtained relief if he had applied for it at Waterford. The cause of long hours on this line is the irregularity and uncertainty of the livestock traffic.

The Great Southern and Western Railway.

With regard to the Great Southern and Western Railway (Ireland), it was stated that the hours of engine drivers and guards on certain branch lines range from 13 to 15 hours a day, and that in one case, that of a passenger train between Limerick and Charleville, the engine driver works 16 hours a day, and that the men working the Kilkenny mail once a week are on duty 21 hours with 4½ hours interval of rest. It was also stated that train examiners at Portarlington work 13 and 13½ hours a day.

On the part of the Great Southern and Western Company, it was stated that the cases referred to were not average but exceptional cases. The actual average

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hours of passenger drivers on that line were 65½ a week, and of goods drivers 65 hours 18 minutes in December 1890, and in December 1891, 63 hours 51 minutes and 64 hours 24 minutes respectively. These averages include the time of attendance before and after the journey. It was pointed out that the work of running slow trains on branch lines is not such as to overtax the men, and there is no night work. The hours could not be reduced without serious inconvenience, and the men are quite satisfied. The hours on the Limerick and Charleville passenger engine are certainly too long, though there are three hours off duty in the afternoon. The statement as to the Kilkenny mail engine was corrected, but it was afterwards pointed out that the original statement is accurate if the interval in the middle of the day is counted as time on duty. It was stated that in the case of the train examiners at Portarlington, the work is light and the intervals are long.

It was stated in general that long hours are quite exceptional on this line. The average hours of the whole number of passenger guards are nine hours a day, including intervals. On main line trains the booked hours in no case exceed 10, and though on many branch lines the total hours exceed 10, the work is light and by no means continuous. The hours of goods guards are arranged, if possible, so as not to exceed 10 hours a day, and the average hours actually worked are 53 a week. There is a considerable cattle traffic which is worked by special trains, and is somewhat uncertain, but a separate staff of guards are employed for this work, and relief is provided for them if they are likely to be on duty over 12 hours.

The number of signal boxes on a 12 hours' shift is a small minority, and there is not a single cabin on the main line where the men work more than 10 hours a day. The hours of shunters and porters are 10 a day, except for porters at a few small stations where there is very little work.

It would not be possible to adopt a 10 hours' day in every case, but the company have succeeded in doing so for 87 per cent. of their staff. Overtime is discouraged, and every case in which men concerned with the running of trains have exceeded 12 hours, is specially investigated by the officers of the department.

II. The system and amount of pay.

The system and amount of pay.

The regular wages of railway servants appear to compare fairly well with the wages of other and equally skilled labour at least on the larger railways, but on comparatively small lines in agricultural districts, particularly in Ireland, there is a tendency to level down railway wages to the local rates. Those of engine drivers and firemen show the greatest uniformity, and engine drivers are more highly paid than any other grade below station masters, as their work is responsible and skilled. Their wages range from about 27s. to about 40s. a week, or on the trip system, on the London and North-Western and Midland Railways, express passenger drivers regularly earn from 50s. to 51s. a week. Firemen's wages vary in proportion to those of engine drivers, but on a scale about 40 per cent. lower. The wages of passenger guards in England and Scotland vary from about 21s. to about 30s. a week, and occasionally 40s., according to seniority and to the class of trains worked. In Ireland their wages are 2s. or 3s. lower throughout. The wages of goods guards and brakemen are about the same, except on the London and North-Western and the Lancashire and Yorkshire Railways, where they work chiefly on the trip system, the scale of payment being from 5s. 3d. to 6s. 10d. a trip on the Lancashire and Yorkshire Railway, and rather higher on the London and North-Western. The wages of signalmen vary from 18s. to 30s., or on the London and North-Western Railway from 21s. to 35s. a week. On the North-Eastern Railway there is a scale of wages from 21s. to 30s. a week, according to the number of lever movements to be performed. On the Cambrian Railway and on some Irish railways the wages go as low as 15s. and 16s. a week. The wages of shunters vary from about 18s. to 25s. or 26s. a week, or in the case of foremen from 25s. to 45s. On the Midland Great Western Railway, Ireland, the lowest rate is 16s. 6d. The wages of passenger porters vary from 12s. to 19s., and those of foreman porters from about 17s. to 25s. a week. The average for ordinary porters in the

Engine drivers and firemen.

Passenger guards.

Goods guards and brakemen.

Signalmen.

Shunters.

Porters.

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The trip system.

London district is 16s. or 17s., but it is stated that one railway company employs 20 porters at London Bridge and another employs 72 at Victoria, without any salary whatever. They live entirely on gratuities from the public, and pay 10s. a year for their uniform. The question has been raised whether the trip system of payment for engine drivers, firemen, and guards, causes a reduction of earnings or not. The evidence on the subject was mainly confined to the trip system as worked on the Lancashire and Yorkshire Railway. Several witnesses object to it on the ground that the time which is allowed for the trip, and is the basis for calculating the wages, is not long enough to work the trains, and thus overtime is necessarily worked, and in the case of engine drivers and firemen, without extra pay. It is stated, also, that deductions are made if the trains run within the booked time. There appears, however, to be some misunderstanding on this subject, for—it is stated by the general manager of the Lancashire and Yorkshire Railway, that the trip payment is not based on the booked time, but on a calculation of the average actual time of working; that the full amount is always paid, and when exceptional delays occur from causes beyond the control of the men working the trains, any applications for extra pay are considered, and the very large majority of such applications are complied with. It is further stated that the aggregate time paid for in the year 1890, as compared with the aggregate time worked, showed, in the case of goods guards, a slight difference in favour of the men.

The question of wages in relation to the question of hours.

It appears from the general tenor of the evidence that the question of wages not only takes a prominent place in all agitations on the part of railway servants, but has a peculiar tendency to enter into and occasionally confuse all other questions. Hence a demand involving a matter of hours and also of wages is sometimes interpreted in opposite senses by different witnesses, and the request for extra payment for overtime, which is formulated in the national programme of the Amalgamated Society, is variously regarded as a means of raising wages and an attempt to put a prohibitive price on overtime. The evidence is nevertheless perfectly clear on one point, that apart from any views which are held as to hours and other conditions of labour, all railway servants desire to be paid at an advanced rate for overtime, and the hours included in the ordinary day's work to be fixed at the lowest possible limit. A request for increased wages frequently takes the form of a request for extra payment for overtime or Sunday work. Such extra payment is customary on most railways, but the system on which it is calculated varies on different railways and in different grades of the service. Engine drivers and firemen are usually paid for overtime as time and a quarter, unless they are working on the trip system, in which case, however, extra pay is sometimes given for exceptional and unavoidable delays. On the North British and Caledonian and the Irish Great Northern Railways overtime is paid at the rate of time and one-fifth, on the Great Western it is paid at the same rate as ordinary time. The rates paid on the Cambrian and the Great Southern and Western of Ireland Railways, are not stated. On some railways, as the Great Western, the Great Eastern, and the Midland Great Western of Ireland, overtime is calculated on each day separately, while on others, as the London and North-Western, the North-Eastern, and the Irish Great Northern, overtime is calculated on a certain number of hours a week. Sunday work is generally paid at the rate of time and a half.

Passenger guards.

Passenger guards are sometimes paid extra for special trips, but on the Great Eastern, the Great Northern, and the Irish Great Northern Railways, they are paid weekly for overtime, apparently at their ordinary rate of wages. On the North British Railway they have a fixed weekly wage, with no extra payment for overtime. The rates paid on other railways are not stated.

Goods guards and brakemen.

Goods guards and brakemen are generally paid overtime at the ordinary rate, but on the London and North-Western and the Lancashire and Yorkshire Railways the trip system is more usual. On the Great Southern and Western of Ireland there is no extra payment for overtime, but Sunday work is paid extra at the ordinary rate, as on most railways.

Signalmen.

Signalmen are paid at the ordinary rate for overtime and Sunday work, except on the Manchester,

Sheffield, and Lincolnshire Railway, where Sunday work is paid at the rate of time and a half, and on the Irish Great Northern, where the rate is 4d. an hour.

Shunters are paid overtime at the ordinary rate. On the Midland Railway, Sunday work is paid at the rate of time and a quarter; the rates on other railways are not stated.

Porters on the Cambrian Railway are paid overtime at the ordinary rate, and on the Great Southern and Western of Ireland at the same rate, and 3d. an hour for Sunday work. On the Great Eastern Railway there is a scale of payment for overtime, beginning at a quarter of a day's pay for 2½ hours or less, and going up to a full day's pay for 7½ hours or more. The rates on other railways are not stated.

The wages of railway servants are subject to little or no fluctuation. On the London and North-Western Railway no instance of a reduction of wages is known.

III. The general conditions of labour on railways, and especially the peculiar advantages attached to the railway service.

It appears from the evidence that railway service is a very popular employment. Many railway managers state that the number of applications for posts is always in excess of the number of vacancies, and that men who enter the service generally remain in it, and often bring up their sons to the same career. The main reasons for this popularity appear to be that the employment is permanent and regular, and also healthy, and that there is little or no fluctuation in wages. It is further stated that in general there is a very good understanding between companies and their employes. All the companies recognise the right of the men to represent their wishes to the directors by deputation, and each individual has in theory at least the power of appeal from subordinate officials to the directors or the manager. It has been stated that in some cases the men are afraid to appeal, but here the evidence is conflicting. A few railway companies consent to negotiate with their staff through the official representatives of the Amalgamated Society of Railway Servants, but the majority prefer to receive requests only from the persons directly concerned. Thus the North-Eastern and North British Companies, during the agitation in 1889-90, steadily refused to concede demands expressed in general terms by the Amalgamated Society, and preferred to regard the questions involved as matters of detail affecting the working of the several departments. The refusal of the North British Company to meet the men except in separate grades, or to refer the whole question to arbitration, was the immediate cause of the strike of 1890-1, and the point on which the strikers ultimately gave way. Several companies include in their printed regulations a rule that all memorials to the directors must be sent through the heads of departments, and this method appears to meet with general approval.

One attraction in railway service as an employment is that while in the lower grades the labour is unskilled and correspondingly ill-paid, these lower grades constitute a training for the skilled labour of the higher. There are other advantages, which vary more or less with different companies. Most companies provide uniform for their staff, and build cottages which are let at a moderate rent to station masters, signalmen, and others. In many cases there are benefit societies of various kinds, supported by the company and the staff. Special facilities for travelling are generally granted to the servants of a company and to their families.

IV. Proposals for the prevention or mitigation of strikes and lock-outs.

There are very few allusions by witnesses to the subject of strikes and lock-outs. These are rare occurrences in railway labour, and the evidence tends on the whole to show that railway employes are a contented body of men, indisposed to nurse a grievance or to take up a hostile attitude towards their employers. No witness denies that a high state of discipline is essential to the efficient working of a railway, and there is abundant proof that railway servants in general accept this principle in a loyal spirit, and are jealous of any intervention between themselves and their employers on the part of trade unions, or of persons outside their own number. There are, however, two different suggestions for the prevention of strikes, and a third which admits the principle of both. It is proposed by the general secretary of the

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Shunters.

Porters.

General conditions of labour.

Relations between employers and employed.

Advantages of railway service as an employment.

Prevention of strikes.

Proposal for arbitration by the Board of Trade.

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Amalgamated Society of Railway Servants that in disputes affecting hours of labour alone, the Board of Trade or the Railway Commissioners should arbitrate between the companies and the men, the decision to be final. The permanent secretary to the Board of Trade offers a similar scheme, with further details, proposing that if any large body of railway servants should be discontented with their hours of labour they should lay their case before the Board of Trade, who should proceed, if they thought fit, to call upon the railway company for an explanation, and should finally report to Parliament the statements on both sides, and the result of the negotiation, and leave the whole question to the influence of public opinion. The witness observes, however, that disputes involving the matter of hours alone are unlikely to occur, and that the Board of Trade could not usefully intervene in a wages dispute.

The objections to such a proposal on the part of railway companies and employes, amount in substance to the opinion that the interference in disputes of persons not directly concerned would be an uncalled-for intrusion, and that the men prefer the usual course of laying complaints before the directors. It is further pointed out, by witnesses representing the companies, that it would be impossible for the directors of a railway, who are responsible to the shareholders for its success as a commercial undertaking, to allow questions affecting the management to be determined by an outside authority, without legal responsibility or financial interest in the company. Such intervention would also have a disastrous effect on the discipline of the staff. For this reason several railway managers affirm that the risk of a strike, if any exists, is preferable to the settlement of a dispute by outside arbitration.

Proposal for conciliation combined with arbitration.

Another plan, proposed by the general secretary of the Amalgamated Society of Railway Servants in Scotland, is that a conciliation board should be constituted equally representative of the companies and their staff, with an umpire appointed by the arbitrators, or, if they failed to agree, by the Board of Trade. It would be called in by the collective vote of the men on a particular line, and its function would be to make general regulations as to the hours of labour of each grade of railway servants. The appointment of an umpire by the Board of Trade brings this scheme under the objections applied to the arbitration of persons or bodies outside the company. If the conciliation board were simply representative of employers and employed, the objections to it would be removed, according to one witness, who represents a number of engine drivers and firemen on the Great Western Railway, but the opinion of railway managers appears to be that this plan, as well as the former, would amount to the constitution of an authority over the directors, in whose hands the entire management ought to rest. One witness anticipates that any scheme of arbitration would probably fail through the refusal of the men to be bound by the action of their representatives.

Proposal for a conciliation board representing only employers and employed.

Intervention of the State.

- V. The intervention of the State :—
 1. By inspection.
 2. By regulation.

Restriction of hours by direct legislation.

Various suggestions were made or commented on by the witnesses with regard to State interference with hours of labour on railways. The most extreme course advocated is that the length of the working day should be restricted, by direct legislation, to a maximum of 8, 10, or 12 hours. No practical scheme has, however, been framed to meet the difficulty of providing, in an Act of Parliament, for cases in which adherence to the prescribed limit may be found impossible. It is admitted by every witness who deals with the subject, and it is obvious at every stage of the evidence, that such cases must necessarily occur from time to time, owing to circumstances over which the companies have no control. This fact is most apparent in the case of the "running department," for all practical persons allow that in the working of trains it is impossible to avoid occasional detention, from unfavourable weather, exceptional press of traffic, the un punctuality of services running in connexion, and a variety of other causes of delay. Among the witnesses who advocate direct legislation with regard to hours of labour, there are only three persons actually employed on railways, and these represent engine drivers and signalmen on the North British Railway, and brakemen on the Caledonian Railway. Those who urge it

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most strongly are the official representatives of the Railway Workers' Union, and of the Scotch and Irish branches of the Amalgamated Society of Railway Servants. The secretary of the Irish branch has alone offered any definite scheme in the form of a draft Bill, which is in itself an illustration of the practical difficulties to be faced. The proposed Bill prescribes a limit of 10 hours to the day's work on railways, but with no penalty for infringement except a fine imposed on the company in the form of an advanced scale of payment to the workman for all overtime to the extent of two hours. Any case where the day's work exceeds 12 hours is to be reported to the Board of Trade, who are to impose a penalty on the company for the offence, unless the overwork be shown to have been caused by circumstances beyond the company's control. Other witnesses who advocate direct legislation either leave the question of provision for exceptions, and of penalties under an Act, entirely untouched, or recommend the appointment of a board of arbitration equally representative of the companies and their staff, to discriminate between individual cases, but do not define the province of such a body in conjunction with an Hours of Labour Act. The plan proposed by one of the Board of Trade inspectors of railways, that the booked time, in the case of drivers, signalmen, and head guards only, should be limited to 12 hours, and that cases of overtime should be reported and explained, is not attended with the same difficulties, but it appears on the whole, from the evidence, that booked times exceeding 12 hours are decidedly rare.

Thirty-one witnesses are opposed to any direct legislation with regard to hours of labour on railways. The main reason they give is the impossibility of conforming to a strict limit in the case of the running staff, and the fact that no general rule could be framed which would meet all circumstances. Witnesses representing the railway companies unanimously protest against such legislation, not only on these grounds, but also because, in their opinion, any interference by the State with the internal economy of a railway, on such a point as the regulation of hours of labour, would affect the whole management of the undertaking, and could only be justified by State acquisition of the entire railway system. A statutory limit would be made useless by the number of necessary exceptions, and the attempt to enforce a uniform standard of hours would involve the railway companies, and eventually the public, in great expense, and would affect railway servants very unequally. Most of the witnesses representing railway employes are opposed to all legislation on hours of labour, and a number of memorials were handed in, protesting against it on behalf of men employed on various railways. The most emphatic opposition proceeds from representatives of the running staff, including engine drivers, firemen, and guards. The ground of objection most frequently urged by these witnesses, is that the shortening of hours, at least as hitherto effected, obliges them to lodge away from home at night, and they prefer to have the working arranged so that they may reach home, though to do so they may have to remain long on duty. Another objection made is that the shortening of hours curtails the wages earned; but apart from their own interest, these witnesses agree in recognising, as men of practical experience, that the working of trains, dependent as it is on fluctuations of traffic, on the state of the weather, and other contingencies, is a matter which cannot be reduced to a certainty, and that the attempt to impose a limit which cannot be enforced, would prove unfortunate for all concerned.

Reasons advanced against it.

Other suggestions were made in favour of legislation of a less drastic character, and somewhat on the lines of the Railway Servants (Hours of Labour) Bill, introduced in 1891. That Bill provided that the Board of Trade, if called upon by a certain number of railway servants, should hold an inquiry as to whether the hours of work on a railway were too long, and then if it appeared that a *prima facie* case had been made out, the company was to be asked to frame a satisfactory scheme of hours. If the company failed to do so within a certain time, the Board of Trade was to have power to draw up a scheme which would be obligatory on the company, and would be enforced by penalties. The objections to a statutory day are considered by the majority of witnesses to apply equally to this proposal, but four witnesses representing railway servants, and among

Legislation giving further powers to the Board of Trade.

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them the general secretary of the Amalgamated Society, though opposed to a statutory day, advocate legislation empowering the Board of Trade to regulate hours, on the ground that this plan would leave scope for the exercise of discretion, and that a Board of Trade order would be more flexible than an Act of Parliament. One witness stated that at a meeting of about 400 engine drivers, firemen, mineral and goods guards, and platelayers, at Tyne Dock, on July 12th, 1891, the following resolution was passed:—

“That this meeting of railway men objects to any direct interference by Parliament in the regulation of hours of railway servants, but approves as a first expedient of boards of conciliation, failing which, that the Board of Trade have power to interfere wherever necessary, as in other matters of railway supervision.”

The secretary of the Railway Workers' Union objected to this scheme on the ground that the men whom he represented did not believe that a Board of Trade order would be effectual, and would approve of no measure except a direct Eight Hours' Act.

Witnesses representing the railway companies are unanimously opposed to legislation empowering the Board of Trade to regulate hours of labour, in the first place, because the Board of Trade would thus be required to perform an impossibility. The working of a railway is a matter to be considered in detail day by day and hour by hour, and no one, however experienced, could lay down an abstract regulation which would be useful and equitable in practice. Any general rule would fall unequally, for the nature of the work varies widely, not only in different grades of railway service, but in each grade. It would be impossible, for example, to define the conditions under which a signal box should be on an eight or 10 or 12 hours' shift, since no adequate test of the amount of work is furnished by the number of lines controlled, or the number of levers in the box, or even the number of trains passing. There are also numbers of fluctuating circumstances which can only be dealt with as they arise. Moreover, the employment of additional staff would have little effect on hours of labour without additional railway accommodation, and thus an order by the Board of Trade might involve the construction of extensive works, such as sidings and duplicate lines, and large expenditure of capital. The control of railways would in this way be taken out of the hands of the persons responsible for their success as commercial undertakings, with the result that private capital would be diverted from a business placed in so anomalous a position, and the State would ultimately be obliged to take over the railways altogether. The power to enforce brakes, interlocking signals, the block system, and other mechanical appliances, is totally different from the power of controlling hours of labour, and does not touch the independent management of a railway, or the discipline of the staff, which would be entirely subverted if the men were led to suppose that they had an appeal to the

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Board of Trade over the heads of the directors. It is also pointed out by representatives of the Board of Trade, that the power of that Department to call for periodical returns of hours of labour is sufficient without any further measure, and that compulsion should not be brought to bear till other means have failed. Any Government authority exercising a general control over the practical administration of railways, would be in danger of appearing indirectly to guarantee the working arrangements of the companies, and of assuming a much heavier responsibility than is advisable.

A third proposal has been made, connected to some extent with the two former, that the Board of Trade should have power to appoint sub-inspectors to supervise the working of railways, under the direction of the present inspectors, and especially to inquire into accidents to individual railway servants, which are not at present specially brought to the notice of the Board of Trade, and to ascertain whether such accidents were due to excessive hours of work. In this way the Board of Trade would be enabled to call the special attention of the companies to these class accidents. According to another witness, these sub-inspectors should travel about the railways and encourage the men to represent grievances to them, in order that the directors may be informed through the Board of Trade of complaints which would not otherwise reach them. The inspectors employed by the companies, it is stated, do not adequately represent the facts, and individual employes are afraid to complain to the highest authorities. If an Act were passed to regulate hours of labour, or to empower the Board of Trade to do so, the sub-inspectors would be required to investigate instances of overtime, and to distinguish between cases for penal procedure and other cases. It is objected to this scheme, by witnesses representing the railway companies, that such a system of inspection would entirely subvert the discipline of the staff. It is true that if there is anything wrong which is not known at head-quarters, it ought to be made known as soon as possible, but the proposed system could not stop there; it would necessarily lead to the Board of Trade taking action of some kind on the reports of these inspectors, and ultimately to State interference with every department of railway work. In cases of fatal accidents to railway servants, the whole of the facts come out at the coroner's inquest, and the jury generally draw the attention of the Home Office to any shortcoming on the part of the railway company, which may appear from the evidence. Witnesses representing the Board of Trade also express objections to this proposed sub-inspection, except in the form of a mere proposal to investigate a class of accident not hitherto inquired into. Nothing could be more calculated to subvert discipline than the institution of a class of travelling inspectors for the purpose of discovering grievances. It would lead to much friction, and tend greatly to remove the responsibility for the safe working of the line from the company to the Board of Trade.

Appoint-
ment of sub-
inspectors by
the Board of
Trade.

ABSTRACT No. I.

STRIKES AND LOCK-OUTS

STRIKES
AND
LOCK-OUTS.STRIKES
AND
LOCK-OUTS.

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LIST OF WITNESSES.

PART I.—TRANSPORT BY WATER.

I. THE EMPLOYED.

(a.) *Watermen, Bargemen, Lightermen.*

- MR. J. W. NOBLE, Watermen and Riverside Labourers' Union.
 MR. M. MALONEY, Dock, Wharf, Riverside, and General Labourers' Union (Goole District), and Aire and Calder Canal Fly-boatmen.

II. THE EMPLOYERS.

- MR. A. A. FREY, Association of Master Lightermen and Barge-owners.
 MR. S. S. MCCORMICK, firm of J. McCormick & Co., Coal Merchants and Steamship Owners.

PART II.—TRANSPORT BY LAND.

I. THE EMPLOYED.

(a.) *Hackney Carriages.*

- MR. J. BEASLEY, London Cabdrivers' Society and Hyde Park Co-Operative Cab Company.
 MR. E. JENKINS, Metropolitan Cabdrivers' Union.
 MR. W. E. LEVICK, Metropolitan Cabdrivers' Union.
 MR. J. SCOTT, London Improved Cab Company.
 MR. T. CRABBE, Non-union Cabdriver.

(b.) *Cars and Lorries.*

- MR. E. BALLARD, London Carmen Trades Union.
 MR. J. KELLY, Manchester and Salford and District Lorrymen and Cartors' Union.
 MR. J. COLE, National, Municipal, and Incorporated Vestry Employés Labour Union.
 MR. W. CUTHBERTSON, National Scottish Horsemen's Union, and branches at Greenock and Port Glasgow.

(c.) *Omnibuses and Tramways.*

- MR. W. BROOKS, Drivers' Union.
 MR. H. PEIRCE, London General Omnibus Company (Drivers, Conductors, and Horsekeepers, Eastern District).
 MR. F. HAMMILL, President of the Amalgamated Omnibus and Tramworkers' Union.
 MR. P. TYBELL, Dublin and District Tramway Union.
 MR. F. EDGSON, Driver employed by the London General Omnibus Company.

(d.) *Railways.*

- MR. A. CLARK, General Secretary of the Railway Workers' Union.
 MR. A. BALLANTYNE, Assistant Secretary to the Amalgamated Society of Railway Servants (Scotland).
 MR. A. CAMPBELL, Solicitor.
 MR. W. FOREMAN, Secretary of the Amalgamated Society of Railway Servants (Ireland).
 MR. J. PAISLEY, Organising Secretary of the Amalgamated Society of Railway Servants (Scotland).
 MR. A. GOODLET,
 MR. T. BALLANTYNE,
 MR. J. MUIR,
 MR. W. MELROSE,
 MR. C. FOX,
 MR. J. ABBOTT, Signalman employed by the Midland Railway Company.

II. THE EMPLOYERS.

- MR. E. T. KINGHAM, Secretary of the London General Omnibus Company.
 MR. E. L. ADAMSON, General Manager of the North Metropolitan Tramways Company.
 MR. D. DUFF, Manager of the London Road Car Company.
 MR. H. A. JONES, Secretary of the London Omnibus Carriage Company.
 MR. A. MILLS, United Cab Proprietors' Protection Association.
 MR. W. PATON, Glasgow Corporation Tramways.
 MR. W. CHAPMAN, Metropolitan Cab Proprietors' Strike Fund Association and Hackney Carriage Proprietors' Provident Institution.
 MR. W. J. C. WAIN, President of the Tramways' Institute of Great Britain and Ireland, Managing Director of the Birmingham Central Tramways Company, and Chairman of the Croydon, the London, Deptford, and Greenwich, the North Staffordshire, and the South Staffordshire Steam Tramways Company.
 MR. G. FINDLAY, General Manager of the London and North-Western Railway Company.
 MR. J. CONAGHEE, General Manager of the North British Railway Company.
 MR. E. DAWSON, General Manager of the Londonderry and Lough Swilly Railway Company.
 MR. R. G. GOLHOUN, Traffic Manager of the Great Southern and Western Railway Company (Ireland).
 MR. E. W. MAUNSELL, Secretary of the Dublin, Wicklow, and Wexford Railway Company.
 MR. J. THOMPSON, General Manager of the Caledonian Railway Company.

PART I.—TRANSPORT BY WATER.

STRIKES
AND
LOCK-OUTS.STRIKES
AND
LOCK-OUTS.

I.—CAUSES OF STRIKES.

A.—FOR ADVANCE OF WAGES.

Maloney, 17,210-21. The only strike which has occurred in connexion with the Aire and Calder Fly-boatmen's Association was caused by a demand for increased wages. The men asked for an advance of 7½ per cent., while the employers offered only 5 per cent. The senior investigator of the union, with one of his colleagues, waited on the employers at Leeds in June 1891, and were promised an advance of 2½ per cent. at the end of July or the beginning of August. The promise was not immediately fulfilled, and the men then refused the 2½ per cent. and demanded 7½ per cent.

Noble, 17,097. A strike of a fortnight's duration took place among the members of the Watermen and Riverside Labourers' Union employed on the Leeds and Liverpool Canal and on the Aire and Calder. An advance of a half-penny and a penny per ton was demanded on the stages above Leeds. "Some stages were away back in the pay from the others, and they were asking a penny in those stages to make them about equal with the other wharves."

B.—TRADE UNIONS AND THEIR RULES.

(a.) Violation of the Terms of an Award.

Frey, 16,740. The second strike among the employés of the Master Lightermen and Barge-owners "was caused by the working lightermen not complying with the terms of the award on the matter of night work."

(b.) "Sympathy" or "Principle" Strikes.

16,736-44. The strike of lightermen which took place from September to October 1889 was caused by sympathy with the dockers. The men themselves were not affected, nor was the strike "at all spontaneous. There was an agitation and very great influence was used, almost more than moral influence."

Ballard, 17,688-703. The London Carmen Trades Union took part in the strike at Hay's Wharf two years ago and brought out 30 of their men, "because (they) thought that the other men employed upon the wharf had a justifiable cause for taking the action which they did."

Findlay, 25,947. The dismissal of labourers at Garston Dock, who refused to unload a non-union vessel, caused a sympathetic strike among the other 720 men engaged at the dock.

(c.) Dismissal of Union Members.

McCormick, 28,040. The cause of the "McCormick strike" in Dublin was that Messrs. McCormick & Co., a firm of coal merchants and steamship owners, dismissed an "objectionable" man who was a member of the Gas-Workers' Union. The witness who represented the firm said, "the union official called on us immediately afterwards, and asked to know the reason why we dismissed this man. We declined to tell. He then said we should either tell the reason or take him back. We refused to do either. We heard nothing more for a few days until a steamer got in. The men went on board as usual to work her. At a signal then they all walked out without commencing their work. Our whole staff then struck. We called them into our office one by one and asked them what reason they had. They all gave the same answer, that we should dismiss the new man. We asked them if they had any personal grievance or any complaint as to work or pay, but they said no. We warned them then that if they went out we should never take them back. They all left us on the spot."

II.—DEVELOPMENT, ORGANISATION, AND CONDUCT OF STRIKES.

A.—IMPORTANT GENERAL STRIKES.

(a.) Three Strikes of Lightermen on the Thames.

Frey, 16,786-85. Four strikes have taken place among the lightermen and bargemen of the Thames, three of which became general. The first strike, which was joined by all the men employed by the associated master lightermen and barge-owners, lasted from September to October 1889. The lightermen and bargemen were not themselves affected,

but "very great influence, almost more than moral influence," was brought to bear on them by the dockers. The matter was settled by an arbitration under Lord Brassey; and the masters made concessions both in hours and in wages.

A second strike followed very shortly afterwards, "caused by the working lightermen not complying with the terms of the award on the matter of night work. That was settled by (the masters) yielding to the pressure put upon (them) by the Mansion House Committee, and by the ship brokers of the port."

The third strike, which broke out in consequence of the Carron and Hermitage Wharves dispute, did not affect the master lightermen at all. It lasted some three weeks and "was ultimately settled by a combination of the whole of the employers of riverside labour meeting together." The master lightermen had to issue a notice that those men who would not accept their orders would be discharged.

(b.) Aire and Calder Fly-boatmen.

A strike took place in December 1891 among the Aire and Calder fly-boatmen. The men had asked for an advance of wages on the ground that their work was increased by the use of machinery while the profits of the company were at the same time raised. "The men would come to a wharf, say, at one tide, and they could discharge a load in that one tide, whereas under the ancient appliances they would perhaps be there two or three days, and it increased the labour of the men, so that they were continually on the move instead of getting two or three days' rest in one port or one station." The strike lasted four weeks and ended in a small concession with regard to the extra labour employed above Leeds.

"The company, on Tuesday the 22nd December, called the whole of the men in their employ together to Goole, and arranged a meeting place for them, and issued to every one of the men a voting paper. The union asked on behalf of the men, that the 12½ per cent. reduction made upon the wages of 1878 should be restored. Each employé, as he entered this meeting with all the employers, had given him this voting paper. There is 'against strike' on the top, and the men had to mark it with a cross, and 'for strike' at the bottom. We got notice of this meeting being called, and I and one of my colleagues went there; and we got in along with the representatives of the Aire and Calder people, and the men almost by a unanimous vote were in favour of striking for what they asked. There was only one against it."

(c.) Strikes on Aire and Calder and Leeds and Liverpool Canals.

The demand of watermen and riverside labourers for an extra rate of ¼d. and 1d. per ton above Leeds was at first refused by the employers, "but at the end of a fortnight the masters agreed to make the concession required." No trouble or disturbance occurred, and the cost of the strike was very small.

(d.) Dublin Coalworkers.

The McCormick coal strike in Dublin led to a general strike of the men employed by other coal merchants. "They struck in order to compel the other coal merchants to use coercion with us to make us dismiss our new men and take back the old ones." The general strike was in June, and lasted three weeks. "During that three weeks the entire town was practically dependent on us (Messrs. McCormick) for fuel. Those men went back to work again, and matters went on until September. Then the other coal merchants found their men so troublesome, that they locked them out, for three weeks. The same position existed then. The town was dependent on us for supplies. One of those coal merchants had a contract with us to take a certain quantity of stuff from us. He dared not do it afterwards; his men would not be allowed into our place nor our men into his. We were boycotted all round." The strike, "so far as we were concerned, was over in May, because we never took back any men."

STRIKES AND LOCK-OUTS.

B.—IMPORTANT LOCAL STRIKES.

(a.) Lightermen on the Thames.

Freym, 16,766. A strike of Thames lightermen, which lasted only a few days, took place in 1889, it was confined to the men employed by one large firm. "It arose out of a question of the movable hours which had been arranged on the award from the arbitration, and it was settled by the whole of the firms belonging to (the masters') association coming forward and doing the work of the firm which was affected."

(b.) The McCormick Coal Strike, Dublin.

McCormick, 28,080, 28,082. The McCormick coal strike in Dublin in May 1891, caused by the dismissal of union members, was brought to an end very shortly, so far as that firm was concerned, by the dismissal of all the men who struck and the importation of other labour.

C.—PICKETING AND INTIMIDATION.

28,063-5. A witness representing the firm of Messrs. J. McCormick & Co. stated that during the McCormick coal strike "pickets were largely used by the strikers; all the railway stations were watched, all the steamboat companies, and all the principal thoroughfares, " Ostensibly (the pickets) interviewed the "men," but their purpose was intimidation. "One man came up from the country," having been told there was a strike on. "He called at the employers' office as directed." The witness "went down personally with him. . . . He was stopped on the quays and called aside; he then came to me and said he could not work. . . . The picket had warned him that if he worked for us that day he would be in the river the next; and he said it was not worth while, even for good wages, to endanger his life. . . . I was going down with another gang of men, and we were stopped on the quays (by the pickets) and they refused to let the men pass. I said to them, give the men any information you wish and let us pass. The picket then began to threaten me and said that if I spoke to him . . . he would put me in the river. . . . I got him arrested, and he was sentenced, I think, to one month's imprisonment. We had cases occurring almost every day of the same kind. We had Mr. Cany (of the Gasworkers' Union), sentenced to three months' imprisonment for intimidation. . . . There were generally a few hundred pickets employed. We had sometimes a mob of 3,000 or 4,000 men marched down past our premises. We were threatened personally."

28,065. "We were subjected to personal violence. . . . On one occasion . . . a large mob collected, perhaps 1,000, and closed round my brother (there were police present at the time) and struck him on the head with some iron instrument. He fell down unconscious, and was in a dangerous state for some days." The witness was assaulted the next day, "not seriously hurt, but only kicked." There were about 200 cases of assault during the strike. "About 100 men were imprisoned," for terms "varying from one month to 12."

D.—IMPORTATION OF LABOUR.

Fyrrill, 24,508. A witness, who complained of the practice of importing labour during a strike, stated that "at the time of the McCormick strike (the employers) brought men to Dublin, and the men came out . . . and objected to taking any part with . . . the masters on that occasion. . . . The men on strike ought to have full permission to see those men legally, and to state what are the facts of the case—that there is a dispute pending between them and their employers, and that they are coming to take up their places." "Law-locks of men in a state of idleness were imported during the McCormick coal strike at the dead hour of midnight . . . so as to avoid the possibility of the men getting at them."

24,522. Police escorted them and tried to prevent any meeting between them and the strikers.

The police even prevented voluntary meetings; "the men were to hold a meeting (at the North Wall), of all places in Dublin the easiest to hold one, and where there would have been the least obstruction to . . . public traffic, yet the police were lined across three or four deep, and no one was allowed to pass."

"The men were, many of them, just the scum of certain districts, and were not union men at all. . . . Their antecedents were telegraphed from the various head police offices of Dublin." "Several of those men came across the Channel under a misapprehension as to the state of affairs; . . . in many cases the men themselves, when they found what it was, came out, and were sent back by the unions."

STRIKES AND LOCK-OUTS.

Cf. also 24,544-51, 24,632, 24,674.

Another witness denied the statement that men were brought in during the McCormick strike in the dead of night, and in ignorance of the existence of a strike. The employers "advertised in all the Dublin papers for new men. In the same newspapers there were almost invariably reports of assaults on our new men, so that the strike was a matter of notoriety. . . . Of course in the beginning we had to take objectionable men, men of low character. Then we put those out according as we got in fresh and suitable men." They were countrymen, mainly from the western and southern counties. "They were brought up openly and in full knowledge of the circumstances."

McCormick, 28,047-8.

28,063-8.

28,074.

The witness thought Mr. Tyrrell had confused this strike with the Dublin coal strike of 1891, with which his firm had no direct concern. . . . He did not know of any men having been brought in by night on that occasion either. . . . "No steamer arrives in the middle of the night in Dublin."

28,085-8.

III.—COST AND GENERAL RESULTS OF STRIKES.

The master lightermen complained that Lord Brassey's award, which was the means of settling the strike of 1889, had done a great deal of injury to the export and transshipment business of the Port of London. The wages of lightermen for a full night's work were raised to 6s. by the award, which means, "taken all round, an increased cost of 4d. per ton." "London is now one of the most expensive ports, and, therefore, traffic is diverted to continental ports," such as Antwerp and Hamburg. The tendency of the transshipment trade to go abroad began before 1889, because continental ports "were enlarging their docks and trying to get traffic direct," but after the award given by Lord Brassey "the tendency developed into a perfect rush." "In recent years there has been a natural increase of imports, but the figures for the Port of London," compared with those of Antwerp and Hamburg, show "that there has been an increase there quite double what there has been in the Port of London."

Freym, 16,763.

16,764.

16,768.

16,797.

16,806.

IV.—PREVENTION AND SETTLEMENT OF STRIKES.

A.—ACTION TAKEN BY THE EMPLOYERS.

The third strike among the lightermen and bargemen "was settled by the whole of the firms belonging to our (the Masters') Association coming forward and doing the work of the firm that was affected and threatened."

The fourth strike "was ultimately settled by a combination of the whole of the employers of riverside labour meeting together, and we had to issue a notice that those men who would not accept their orders we should be compelled to discharge."

Freym, 16,756.

16,761.

B.—LEGISLATIVE CONTROL OF LICENSES AND CERTIFICATES.

"The legislature should have an inquiry into these (fly-boat) men's position and conduct, and make each man competent for his position. They have got no certificates, and the incompetent men get competent men into bother by mismanaging work and neglecting their business at different times."

Maloney, 17,281.

PART II.—TRANSPORT BY LAND.

STRIKES
AND
LOCK-OUTS.STRIKER
AND
LOCK-OUTS

I.—CAUSES OF STRIKES.

A.—WAGES.

(a.) For Advance of Wages.

- Kelly, 18,606-8. The representative of the Manchester, Salford, and District Lorrymen and Carters' Union referred to a strike which had been in progress for five weeks at the time when he gave evidence. "In January 1892 (he) waited upon two of the large cotton manufacturers in Moseley, one of them employing 11 carters and the other seven. They were paying 1l. a week to their horsemen." An advance was solicited, and "after some discussion . . . the heads of the two firms agreed to give 1s. then and another 1s. at the latter end of March. The last Thursday in March (the witness) wrote to both employers." One of them promised the advance at once, the other, after a personal interview, promised to pay the advance on the following Saturday, but afterwards declined to give it. "The result was that the eleven men were brought out."
- Cuthbertson, 23,058-70. The strike of carters and horsemen in Glasgow was partly caused by the demand for higher wages.
- Clark, 23,476. "The Newcastle (railway) dispute never came to a strike, but was settled just a day before the notices expired." "It arose from a cause which the men had taken in hand for an advance of wages about a year previously. Ballots of the men had been taken, and the majority of the men did not vote in favour of the programme which they submitted."
- 23,778.
- 23,773. "Goods men, platelayers, passenger porters, passenger guards, and signal men were interested."
- 23,475. The dispute "was settled with the representatives of the men and a deputation of the men. Now that showed that if the company had not met the men or the representatives of the men, there would actually have occurred a very large strike in that district."
- Colhoun, 27,398. The strike of 1889 on the Great Southern and Western Railway, "originated with the men in the Cork goods department, who made a respectful application for an increase of wages, and there was some question of hours; but the directors did not see their way to altering the existing state of things; the men accordingly went out on strike."
- (b.) Against Reduction of Wages.
- Benley, 17,369. Strikes in the cab trade have generally been caused by the advance in prices. "They always occur just at the time when the cabdriver looks for his harvest, that is, during the summer months . . . It is not because of any increase in business or anything of that kind." No disputes occurred in the Jubilee year, for instance, when the men were able to earn more money: "The advance of prices was the alleged cause of the strikes in 1882, 1888, and 1891; the strike of 1882 was, however, referred to by a master as simply brought about to attract public attention to the floating of what is known as the Hyde Park Cab Company, Limited. The causes of the cab strike in 1891 are thus variously given by masters and men. A member of the Metropolitan Cabdrivers' Trade Union stated, that the Earl of Shrewsbury and Talbot raised the price of his cabs to 10s. 3d. a day in April when the weather was very bad; "the men found it absolutely impossible to earn the amount of money, so they applied to the union to see what was to be done in the matter. Letters were written to the Earl of Shrewsbury, and he replied that he could not take anything less for his cabs. As a consequence the strike occurred, and no sooner had the strike begun at the S. T. yard than the men finding that the proprietors all round had raised their prices, struck in all the different parts of London."
- Mills, 18,648. A master cabdriver, on the other hand, read a letter received by the secretary of the Shrewsbury and Talbot Company, in which the Drivers' Union demanded "that the scale of prices should be entirely altered, and in the height of the season be 17s. 3d., less the usual rebate, or an average of 15s. 11d. per day, as against the previously reduced price mutually agreed between the drivers and the company of 20s. 3d., or an average of 18s. 7d. yard money" being prohibited. The directors being unable to accept such terms, the men stopped work on Thursday, and it has been decided to sell the whole of the stock of horses in consequence."
- The strike at Palmer's yard in 1888 was caused by the price of cabs being raised 6d. a day. Crabbe, 23,697.
- The strike at Mr. Upton's, in Great Ormond, yard, was caused by the extra shilling being marked up as the season advanced, although Mr. Upton was not at the time insisting upon payment of any definite price. "If the men are good servants, the proprietors in many instances accept as near the margin fixed as they possibly can get." While the argument as to prices was going on, Mr. Upton took considerably less than the fixed price, "and did not stop the men till they stopped themselves." Mills, 18,648.
- Chapman, 19,111.
- (c.) Against Deductions.
- Abolition of the system of gratuities to horsekeepers, &c., known as "yard money," was the cause of a strike at Paddington in 1884, and again in 1888 among the drivers in the service of the London Improved Cab Company. Mills, 18,648. Scott, 18,272.
- B.—HOURS OF LABOUR.
- (a.) For a Reduction of Hours.
- With regard to the omnibus strike of 1891, "the London Road Car Company's employes had no grievance by the introduction of the check upon the General Omnibus Company's men, and fully relying upon the pledge of the directors to reduce the hours when the London General Omnibus Company did so, they had no intention of joining the strike." "The Road Car men were, however, induced eventually to cease work and take part in the strike for the purpose of getting their hours reduced." 18,404.
- "Generally the explanation of tramway strikes has been found to be in connexion with the claim for shorter hours and larger wages." Wain, 23.
- The demand for shorter hours "has not always been coupled with a demand for higher wages, but it has been generally understood that it has been the first step towards that result." 23,138.
- Strikes on the London and North-Western Railway "have generally originated on the part of the men for a reduction of the hours of work and an increase of wages." Findlay, 25,845.
- The principal grievance of the men who engaged in the Caledonian Railway strike of 1883 was the long hours worked. "The hours wrought by the locomotive men in the passenger department, Caledonian Railway, Stirling district, averaged 77 per week, the goods men wrought from 76 to 84 hours per week; the mineral men 78 hours per week; passenger pilot men 72 to 86 hours per week; goods pilot men 84 hours per week . . . A representative meeting of railway men from nearly all important centres in Scotland, making a total of 63, the largest representative meeting of railway servants ever held in Scotland . . . was held to consider how they should approach the companies. They agreed to issue petition sheets for the signature of the men, thereafter to be forwarded to the boards of directors by deputation, the petition sheets to be all returned filled up not later than 31st July 1882 . . . On 3rd November 1882, at a meeting of the committee, Mr. Hope stated that the directors had refused to consider the letters asking an interview to present the petitions, unless they came by the heads of departments. This had been done, and they now awaited an answer from the directors. On 17th November 1882, Mr. Drummond, locomotive superintendent, wrote a letter to the Caledonian locomotive men to the following effect:—"The directors refused either to entertain the petition or to receive a deputation of the men." 26,520.
- Although the immediate cause of the Scotch railway strike of 1890-1 was the refusal of the companies to Ballard, 25,487.

STRIKES
AND
LOCK-OUTS.

meet the representatives of the union, the grievance at the bottom of the agitation was the excessive length of the hours of labour. The Amalgamated Society of Railway Servants for Scotland presented the following programme to all the Scotch companies:—"That a universal ten hours day be the maximum day's work for all grades of the service; that the custom of reckoning the hours of labour by the aggregate fortnight's work be dispensed with, and that each day stand for itself; time-and-quarter pay for overtime; time-and-half pay for Sunday duty, such to be reckoned from 12 p.m. on Saturday till 12 p.m. on Sunday; that eight hours per day be the maximum day's work for yardsmen, shunters, ground pointmen, and locomotive men, and others engaged in busy shunting yards, that more cabins presently working on the 12 hours system be placed on eight hours per day; that a universal agreement for regular annual holidays be put into practice, that the running of trains upon the trip or contract system be abolished; owing to the whole time of all grades being placed at the disposal of the companies, it be a condition of service that all men be guaranteed a week's work, and when called out for duty at any time, or waiting orders by instruction, a full day's pay be paid, and the custom of booking men off duty for periods during the running of their maximum day's work be abolished."

C.—CONDITIONS OF WORK OTHER THAN WAGES OR HOURS.

Kingham,
17,904.

The omnibus strike of 1891, so far as the General Omnibus Company was concerned, was caused by the introduction of tickets as receipts for fares. "A change took place in the management of the company at the beginning of 1891, new directors came on the board, and then it was decided that the company should employ a ticket check system the same as the other companies."

17,907.

The secretary of the company stated that the question of long hours was not the cause of the strike. When the company heard that "agitation was going on for the purpose of inducing the men to strike (they) endeavoured to ascertain whether the men had any dissatisfaction with the terms on which they were employed. (They) failed to elicit any feeling of dissatisfaction on the part of the men."

Hammill,
22,001.

The president of the Amalgamated Omnibus and Tramworkers Union confirmed the statement of the company's secretary as to the introduction of the ticket system. He admitted that "the strike took place for the purpose of maintaining a demoralising system," but considered "that if the men were to be put rigidly on the wages given them they ought to have a reduction of hours."

Peirce,
22,083.

An employé in the service of the General Omnibus Company ascribed the strike entirely to the introduction of the ticket system. "The conductors would not go to work, and they called upon a lot of the drivers to come out."

Kingham,
18,001.

"The reason the horsekeepers and drivers were willing to join the strike was, no doubt, that the adoption of the ticket check stopped peculation, and prevented conductors giving them presents that they used to get from them."

Ridson,
22,222.

"The strike was brought about through the starting of the ticket system combined with agitation. Just previous to the London omnibus strike there had been a strike with the omnibus men in Paris, and from what the newspapers and the agitators told us, Paris men gained the day. The London men, being led away by the agitators, thought they would do the same, but failed. The company would have settled their ticket arrangements, I believe, altogether, and the men would have been satisfied, if there had not been agitation."

22,223.

D.—TRADES UNIONS AND THEIR RULES.

(a.) Against Non-unionists or Free Labour.

Cuthbertson,
22,074-8.

The Horsemen's Union and Amalgamated Carters of Glasgow engaged in a strike against non-union labour which affected the whole town. The strike was generally successful.

Foreman,
22,222.

A strike of railway servants which occurred at Cork in April 1891 was caused by "the goods porters of Cork refusing to handle some goods which had been delivered to them by some men who had been imported in a strike that was taking place there."

The lock-out of goods porters at North Wall goods station, on the Great Southern and Western Railway, in 1891 was due to the same cause.

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27,212.

(b.) Non-recognition of the Union.

"With reference to the Hull (railway) strike, that occurred through the companies actually ignoring all communications whatever." There were four companies concerned in the Hull strike, and there was simply a reply from two companies, acknowledging a receipt of the letter that was sent asking for the concessions to be granted.

Clark, 23,476.

"On the 30th March, in the year following (the Cork railway strike of 1889) the passenger guards and signalmen (on the Great Southern and Western Railway) petitioned for some amendment of (the) new conditions, and they sent their petition through the secretary of the local branch of our society. The local secretary was a workman of the company. The company, instead of replying to the secretary, sent their reply to the men whose name appeared first among the signatures of the petition. This gave very great offence to the men, for it was a direct ignoring of the society. However, they considered the reply of the company, which was a negative, and the secretary was instructed to write to the company to say that the men were still dissatisfied, and that they would like if the company would refer the matter to arbitration for settlement. There was never any reply to that letter, which very much incensed the men against the company." It was this grievance which induced the passenger men to join with the goods porters in the strike of April 1890. The secretary of the Amalgamated Society denied having "in any way influenced the men in the action that they took."

Foreman,
26,307.

26,211.

The traffic manager of the Great Southern and Western Railway Company questioned Mr. Foreman's statement, that had the company recognised the local branch of the society on this occasion the strike would not have taken place. "We deny that there was any question of the society in the origin of this strike; it was a strike purely arising from the causes mentioned, namely, that we dismissed two men who repeated the offence of refusing to receive goods tendered to the company for conveyance."

Colhoun,
27,269.

"Although the ostensible reasons for the strike in 1890 were as given, my company hold that the strike was mainly for the recognition of the society."

The same cause, namely, non-recognition of the union, led to the Dublin, Wicklow, and Wexford strikes. "A strike occurred in January 1890 by which some small concessions were gained, but the officials proved themselves very bitter towards the society, and kept men back from promotion who had taken part in the strike." All letters from the men to the company were ignored. "A short while after that the men were preparing to submit further claims for improvements in the conditions of service, which were very unsatisfactory on that line. One of those men who was taking an active part in this movement was dismissed. The chairman of our branch of the society on that line was dismissed at the same time, for having claimed some promotion which he considered he was entitled to, and in the course of an interview with Mr. Payne, the traffic manager, he was alleged to have used some insolence towards the traffic manager in making his claim." He offered to apologise, "and assured the manager that he intended no such thing, but all to no purpose. He got his notice to leave the service, or, I think, he was paid off with a fortnight's money in lieu of notice. The men were so incensed at it, that they decided they would come out on strike for the recognition of those men, and also to claim payment for Sunday duty."

Foreman,
26,202.

"The cause of the strike was the dismissal of Clarke and White, one of whom was the local secretary to the Amalgamated Society, and the other was an agitator. I think, on his own hook. I mean a man who had gone up and down the line persuading other men that they have ever so many grievances, and that they ought to strike, and that they ought to be masters."

Manuell,
27,240-2.

"The Amalgamated Society did all they could to obtain recognition as the legitimate representatives of the railway, but the Dublin, Wicklow, and Wexford

27,223.

- STRIKES AND LOCK-OUTS.
- " Company refused this recognition, considering that the intrusion of the society and their endeavours to dictate to the company were unjustifiable and subversive of wholesome discipline. . . . Clarke and White . . . were undoubtedly fools enough to take a very leading part in the agitation. They were not dismissed for that, however, but for insolence and insubordination. Clarke was a decent man, and held the position of parcel clerk; he did not pretend to have any personal grievance, but his vanity was flattered by being made chairman of the local branch of the society, and he lost his head. White was better paid than any of the other ticket collectors at Westland Row, but he was naturally restless, and was puffed up with his own importance, and made a tool of by Mr. Foreman, and so became an agitator."
- Ballantyne, 26,054. "The strike on the Caledonian Railway in 1883 was caused by the total ignoring of the overtures of the men."
- Paisley, 26,536. Another witness stated that the strike "was solely brought about by the position that the company took up by ignoring their servants, who asked for an interview (in order) to have their reasonable grievances redressed."
- 26,840. "In the 1883 strike, the Caledonian Company did not simply refuse to meet representative men, but, more than that, they refused to meet their own staff."
- Goodlet, 27,548-4. "Those in the service at that time had no doubt what- ever that (the strike of 1883) was owing to the treat- ment by our new (locomotive) superintendent. . . . We never blamed the company for it at all; it was owing to his treatment being so different to what we had been accustomed to. . . . The grievance was removed by the company."
- 27,547. "The general manager of the Caledonian Railway stated that there was 'not the slightest doubt' that the strike of 1883 was due to the desire on the part of the Amalgamated Society of Railway Servants to be dealt with and recognised by the directors."
- Thompson, 28,007. "There is not the slightest foundation" for the statement that the company refused interviews with their servants, and paid no attention to grievances. "The rules of the company and the circulars issued to the staff at the meetings all contradict that allegation."
- 27,898. "In 1890, the Caledonian and other companies dis- tinctly refused to meet representative men, yet they put out circulars to their staff inviting them to meet them."
- 26,633. The same witness attributed the strike of 1890 to the action of the company in victimising the men who took an active part in the strike of 1883; such action "could have but one result, to recoil upon the com- pany when the proper time came, which was in 1890-1"; this strike "was also brought about by the companies ignoring the claims of labour."
- Goodlet, Ballantyne, Mudie, Fox, 27,548-53. According to the statement of several witnesses in the service of the Caledonian Company, the company were not responsible for the strike of 1890. "Those who violated the society's rules were the chief cause of that. I have no hesitation in blaming the executive, the secretary, and, of course, the indifferent men amongst us who promised to the company and to the world that they would not strike, and then did strike." The executive violated the society's rules by "listening to the minority of the members." They went on strike when they knew perfectly well that they went against the majority of the society members at that time. "It was at the meeting in Glasgow (December 21st, 1890) that the strike originated, but at the last public meeting that was held in Edinburgh . . . it was decided 'no strike.' . . . The majority of the men over the whole system were against the strike. . . . The executive were against the strike, and they did what they knew was wrong in joining in with the strike. The executive and the secretary had power at the time to prevent the strike."
- 27,537. "I blame the executive of the society for joining in with the rabble that went against the society's rules. . . . We had had (Mr. Tait's) word . . . that every legitimate means had been used to take the voices of the men, and we had his word advising the men to take a stand apart, and send in the resignations. . . . He did not make it known to us that he was going to change his mind, and join in with the rabble, a thing that he had no right to do without first consulting the great majority of members."
- STRIKES AND LOCK-OUTS. Melrose, 27,828. "In my opinion, the strike was brought about simply and solely by the Amalgamated Society of Railway Servants for Scotland stepping in and doing what they could to prevent the men settling matters with the company, except through the society, and causing all the friction they possibly could between the company and their employes. . . . Had the Amalgamated Society allowed the men to meet the companies in grades, the matters in dispute could have been amicably settled. . . . without its being at all necessary for the men to have recourse to a strike."
- 27,832. The general manager of the Caledonian Railway stated that there was "not the slightest doubt" that the strike of 1890 was due to the desire on the part of the Amalgamated Society of Railway Servants to be dealt with and recognised by the directors."
- Thompson, 28,007.
- ## II.—DEVELOPMENT, ORGANISATION, AND CONDUCT OF STRIKES.
- ### A.—IMPORTANT GENERAL STRIKES.
- #### (a.) Cab Strikes of 1882.
- "The prices being charged then by the proprietors all round London were very high. The drivers found it absolutely impossible to pay the exorbitant prices, and they met together and arranged a meeting in Hyde Park. . . . From that meeting they appointed delegates to wait on the various associations of masters. . . . who heard them but refused to make any reduction in the price of cabs. The men then met again and applied to the Amalgamated Cabdrivers' Society, and with their assistance came out on strike. . . . The strike then spread very rapidly in all parts of London, and it was the great desire of the cabdrivers that a general strike should take place. . . . A general strike would no doubt have gained their ends in a much quicker way, but the leaders tried to avoid it as much as possible."
- Jenkins, 17,817-21. Besenley, 17,820.
- Different yards came out at different times, "and in many instances the drivers obtained a reduction of 2s. a day on the cabs. The cabs were then about 18s.; after the strike the price was about 16s. . . . The men suffered very much during the time they were out. . . . (but) it was the men who did not strike who got the benefit, because the majority of the masters gave way without any strike taking place in their yards."
- Jenkins, 17,817. Besenley, 17,820.
- #### (b.) Shrewsbury and Talbot Yard Cab Strikes of 1891.
- "The greatest dispute that has occurred in the cab trade" began at the Shrewsbury and Talbot yard in April 1891, and gradually spread through London. The strike was caused by the advance of prices early in the year. At a meeting held at Victoria Hall and attended by 3,000 or 4,000 cabdrivers, the desire that a general strike should take place was almost unanimously expressed. "The leaders of the union were very desirous that no general strike should take place so as to cause any inconvenience towards the public. . . . it is for the driver to study the public interest, as he has to get his living through the public. We then passed a resolution at this meeting, that the strike should go on in the same way as it had, that was by striking at different yards at different times." The proprietors would not receive a deputation or listen to any proposal of arbitration. "We offered arbitration. . . . our secretary suggested Colonel Henderson or anybody that they might appoint to meet us and discuss affairs. . . . but the proprietors would not answer the letters that were sent, and would not entertain it in any way whatever. As a consequence, we had nothing to do but to continue the strike until the summer was over and the autumn was coming on, when the cabs came down in price without the proprietors reducing them."
- Jenkins, 17,822. Besenley, 17,820.
- "The Earl of Shrewsbury and Talbot called a sale of his horses a few days after the strike (began) . . . and then he proposed to let out his cabs and harnesses, so that drivers would come and apply for a place, seeing that his cabs were out. . . . But his yard was picketed for 13 weeks, and no man applied there." At the end of that time "he opened one of his yards and let the cabs out at the price that the men were asking. Since then he has gradually been getting his cabs to work again."

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AND
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—
Mills, 18,048.
Of also
Jenkins,
17,832.

(c.) *Brickland's Yard Cab Strike, 1891.*

"The first part of the strike that affected the cab proprietors proper arose at Mr. Brickland's, at Whitechapel. He was a man who drove a cab himself at one time, and his men were thoroughly satisfied." On Tuesday, April 7th, he raised "the hire of his cabs 1s. a day—that is usual at the spring season of the year." Two of his drivers approached him in a respectful manner, and asked "for the rise to be deferred a week," as it happened to be "very cold and bleak weather, and the men were less likely to earn the money." To this Mr. Brickland agreed. "Two days after, Mr. Brickland, not being satisfied with a man discharged him . . . the man was one of the two who applied for the reduction of hire. On Saturday, 11th April, the whole of the men struck during the morning. The president and secretary of the Drivers' Union waited on Mr. Brickland, and stated that the men were satisfied with the rate of hire, but they insisted on the man that was discharged being reinstated." This Mr. Brickland refused to do. "So the strike went on. . . . It was suggested by the executive of the union that this man was discharged because he was a union man. At the first meeting of proprietors there were any number of volunteers to give the man work . . . the man was offered employment but he refused; therefore there was no excuse in that direction; and the strike might have been stopped as there was no dispute as to money." In the end the proprietors' terms were accepted, but the cabs were at home three weeks through that cause."

Jenkins,
17,832.

(d.) *Upson's Yard Cab Strike, 1891.*

"The most glaring case of all was a strike at Mr. Upson's, in Great Ormond Yard. . . . In the ordinary course the extra 1s. was marked up, and the men struck without assigning any reason; the majority of them paid no money for the last day they were out. The Drivers' Union submitted a list of prices that was actually 2s. and 3s. more than the men were paying. . . . Matters then went on. . . . The first intimation that I had of arbitration was when the strike was all over, I may say that the proprietors all the way through have ignored the union on account of its non-representative capacity."

(e.) *London Improved Cab Company's Men, 1891.*

10,202. The secretary and manager of this company gave an account of the cessation of work, which lasted five days. "There was a strike in the next yard to ours. Our men had worked on right through the strike," which "occurred with regard to Hinkley's cabs. I had no intimation that our men were going to strike, not a word of it, and 40 cabs had gone out of the yard to work on Tuesday morning, when some man came down, and as the cabs were leaving the yard at 7.30 he held up his hands and stopped the cabs in the name of the union. . . . A message was sent up to me . . . and I was handed a paper detailing the terms on which our men were prepared to return to work. Those terms we could not entertain. . . . The majority (of the men) were averse to it, i.e., the strike, and after being out for five days, the men went in actually on the company's terms; and as to the four-wheeler drivers, they had to pay 17s., more than what they had struck against, and that was all the benefit they got."

Jenkins,
17,832.

"It (i.e., the whole strike) ended in a drawn battle with the exception of five or six yards. Many of the proprietors met the men, but they were not association masters, the association masters intended to crush (the men) all they could."

"The London Improved Cab Company, which owns something like over 300 cabs, met the union fairly, and came to their terms."

"The firm of Hinkley, that supplies the Great Eastern Railway, with the whole of their cabs, came to terms. They were the biggest firms in London. . . . and the men worked there very comfortably after that at the prices they had come out for."

(f.) *London Omnibus Strike of 1891.*

Kincham,
18,004.

The account of the strike given by the secretary of the General Omnibus Company, is as follows:—
"On the 3rd June I had a letter from Mr. Sutherst, stating that he wished to have an interview with

"the board, and to bring a deputation to the board to prefer certain demands on the part of the men. As the board did not meet until the following day, Friday, I was not able to lay his letter before the board until that day. On the Friday evening I was instructed to say that the board would see him and his deputation on Monday, the 8th June. On the Saturday morning I had a further letter from Mr. Sutherst on the point, stating that if the directors did not see him on that day the strike would be proclaimed. It was impossible to get the directors together on the Saturday, and there certainly appeared to be no urgency in the matter. However, on the 7th June, the men came out on strike, having previously been ordered by Mr. Sutherst to do so at a meeting held on the Saturday night. The directors, of course, at that time had no means of knowing what the demands of the men were. . . . On the next day, Saturday, nearly all the drivers and conductors and all the horse-keepers, except those in the southern and north-eastern districts, abstained from coming into the yards to carry out their duties. Some of the drivers and conductors did get into the yards and took their omnibuses out, but they were followed by a howling mob, and eventually forced to go back. The harness in some cases was cut and the omnibuses damaged, and some of the men were very seriously hurt. . . . On the Sunday and Monday we had very great difficulty in feeding and watering the horses, because the horsekeepers were not allowed to go in to feed them. . . . It was not till Tuesday that the London Trades Council took up the matter, and sent men round to the yard to give the horsekeepers permission to go in. . . . On Monday the 8th June there was a meeting at the office of the London General Omnibus Company," at which the directors of the Road Car Company were also present. "They received first of all a deputation from the men who were willing to work, and afterwards Mr. Sutherst came in with his deputation of two conductors. After the boards had heard what the deputations had to say, and the deputations had retired, they discussed the matter, and agreed to issue a manifesto, which was published in all the papers."

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The manifesto was as follows:—

18,008. "Reduction of hours. The London General Omnibus Company, Limited, and the London Road Car Company, Limited, to their employes. The directors have carefully considered the proposals of the men, and have come to the following determination. As soon as possible, but not later than the 13th July 1891, the average day's work for drivers and conductors shall be 12 hours. When the 12 hours a day comes into operation, the wages shall be as follows: Drivers commencing at 6s. a day, and after 12 months' service 6s. 6d. a day. Conductors commencing at 4s. 6d. a day, and after 12 months' service 5s. a day. Past services in each case will reckon in fixing the wages. Horsekeepers, 4s. per day, and washers, 4s. per omnibus per week. That the other demands, including the dismissal of the men who brought the omnibuses out on Sunday, and who have been faithful to the companies, will not be conceded. Dated 8th June 1891.
"(Signed) John Pound, Chairman, London General Omnibus Company, Limited.
"J. Howard Moore, Chairman, London Road Car Company, Limited."

18,008. "Various negotiations then took place between Mr. Sutherst, and the then Lord Mayor, Mr. Alderman Savory, Cardinal Manning, and Lord Aberdeen; they resulted in the men accepting the offer which had been made by the directors on the preceding Monday . . . and on the Friday night the strike was declared at an end."

The following charges were made by Mr. Hammill against the omnibus companies with reference to their conduct since the conclusion of the strike: Hammill, 22,691.

"(1.) The companies have been using every means to coerce the men to break the agreement by soliciting their signature to go back to the old hours, or accept fifteen hours one day and nine the next. Many, through fear, have signed, and many have refused to do so.

"(2.) A thousand men or more have been discharged or removed from regular work to odd work, some with 28 years' service discharged, and men with

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- seven years' service, without a single complaint or accident, have been taken from regular service and put on odd work.
- "(3.) Men have been discharged who were receiving 5s. a day, and new men started at 4s. 6d.
- "(4.) Many of the men are recruited from all spheres of life, are incompetent men, and by their incompetency daily jeopardise the lives of the public."
- "(5.) Through the establishment of a companies' and masters' association an omnibus man, when once discharged, is boycotted all round, and through a systematic ostracism has to seek employment in some other trade.
- "(6.) Men who refuse to sign for 'old hours, also for a long day and a short one, have been given a four journeys' bus, making nearly 13 hours, have only seven minutes for meals, &c. The longest time is 10 minutes out of the whole day, and they sometimes change the horses in the street because they have no time to go into the yard.
- "(7.) Men are purposely bullied by inspectors, and one inspector has been discharged for shaking hands with an omnibus conductor."
- Most of these charges have been refuted, either by officials or employes of the company. With regard to (1), the secretary of the General Omnibus Company stated that "the bulk of the men have petitioned the company to be allowed to go back to the old hours 'with increased pay,' but the directors 'prefer to keep loyal to the agreement.'" Some 20 or 25 of the men formerly in the service of the company had left "to take service where they could get higher prices 'with longer hours.'"
- With regard to the alternate long and short day, the manager of the Road Car Company stated that "considerable difficulty was experienced in arriving at a practicable arrangement which would be satisfactory alike to the public, who required to be carried early in the morning and late at night, and to the employes. The latter were asked to send representatives from each of the yards to confer with the board. There was a conference, at which it was unanimously resolved that the actual 12 hours' day was impracticable, and the men expressed a desire to have a nine hours' and a fifteen hours' day alternately. . . . This arrangement was agreed to, and has been faithfully carried out ever since."
- The secretary of the London Omnibus Carriage Company stated that the company received a "memorial from the men asking to be put on the old conditions 'shortly after the settlement of the strike.'" No overtures had been made on the subject by the officials, nor were they asked to take the opinion of the men. "The men did it purely voluntarily."
- (2.) As to the dismissal of employes, Mr. Kingham stated that "out of the 1,047 conductors in the service of the company on the day preceding the strike, there are at the present time about 670 in the service of the company, . . . of the others 63 resigned, . . . 201 were dismissed for not issuing tickets, or issuing what are termed 'dead' tickets, that is, tickets that had already been issued; 32 were dismissed for incapacity, 20 for drunkenness, and 62 on complaints from passengers. . . . Eighty-three out of 1,108 (drivers) have been dismissed since the strike for various offences, . . . and 48 have resigned. . . . The two conductors who accompanied Mr. Sutherst (as delegates of the men) are still in the service of the company."
- The witness entirely denied that "the conduct of the men who struck or had anything to do with the union had been visited by dismissal or by any punishment." The charge was, however, supported by the evidence of a witness who had been dismissed without any reason, and told that he could not serve two masters. The man was a member of the Trades Union of Drivers, and had been in the service of the General Omnibus Company for twelve years. Various letters from men who had been dismissed were also read. The complaint that regular men had been put to odd work was denied by Mr. Jones on behalf of the London Omnibus Carriage Company, who stated that "nothing had taken place of that kind with regard to (his) company."
- (3.) The general manager of the North Metropolitan Tramways made the following statement in refutation of the charge that men were dismissed "for the express purpose of lowering the average rate of pay."
- "For the week ending 30th June 1891, while the bus strike was going on, the average rate of pay for drivers was 4s. 11-95d.
- "On the 1st July the number of men entitled to the highest rate of pay, 8s. 8d. per day, was 324 drivers. At the end of 1891, six months later, the number was 327, and at this date (May 1892) the number is 334." The number of conductors entitled to the highest rate of pay had similarly advanced from 280 in July 1891, to 289 in May 1892.
- (6.) The charge of insufficient time for meals was referred to by a witness, who stated that at the end of his first journey he had half an hour for lunch, and at the end of the second 50 minutes for dinner. He had all his meals at home except tea, which was brought to him by one of his children, and he took it inside the omnibus during a 10 minutes' rest.
- (7.) The secretary of the London Omnibus Carriage Company said, in reference to the charge that men were bullied by inspectors:—
- "Inspectors are never allowed to bully the men; no inspector has any power to bully a man; in fact, it is one of my explicit instructions, that if an inspector catches a conductor doing his duty in anything but a straightforward manner, he is to have no argument with him behind the omnibus at all, but report it to me at once, and the man attends at the office afterwards."
- (g.) *Great Southern and Western Railway Strike of 1889.*
- "The first strike of recent times that occurred on the Irish railways was one that took place on the Great Southern and Western Railway at Cork in December 1889. It resulted in advance of wages and reduction of hours, and also payment for Sunday duty, and overtime reckoned in cases where it had been ignored before."
- "The strike of 1889 was altogether fair, and I have nothing whatever to complain of in regard to it. It originated with the men in the Cork goods department, who made a respectful application for an increase of wages, and there was some question of hours; but the directors did not see their way to altering the existing state of things; the men accordingly went out on strike. This developed into a general strike on the line, and the result was that we made an increase of wages of from 1s. to 2s. a week, and also altered the hours of duty to some extent, and gave Sunday pay and overtime, involving an expenditure of about 7,000l. a year."
- "The directors met the different grades of the men in December 1889, and discussed the questions of wages and hours raised by the latter, and agreed to give a general advance in wages. The terms of the settlement were reduced to writing and signed by the representatives of the men, who agreed to them."
- (h.) *Great Southern and Western Railway Strike of April 1890.*
- The railway strike of April 1890, which originated in the refusal of the goods porters of Cork to handle goods delivered to them by imported hands, spread to other departments. The porters, "for refusing to receive these goods, were dismissed. The whole of the men followed them out of the goods store. The goods guards became affected by it, so did the passenger guards and the passenger porters. . . . At this time the men at the Dublin end and the men all along the road, really having this grievance against the company in respect to the petition that they had sent in on the 30th March, considered that a favourable opportunity had presented itself to join in the strike, (in order) to demand a reply to their application for arbitration, or a reply to their petition, and to assist their Cork brethren at the same time. This strike commenced on April 23rd, and it affected about 1,000 men; . . . every man joined in that strike with the exception of about 20. There was another grievance, which was to the effect that the company were employing men beneath the standard rate of wages. This was considered, and is still considered, to have been the greatest strike that ever took place in Ireland. It paralysed the whole of the south of Ireland. People could not get any communication with towns, and there was one case where the military barracks ran short of provisions, and had no means of being supplied. Things became very serious indeed, with the result that Mr. Michael Davitt and Archbishop Walsh approached

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AND
LOCK-OUTPoitree,
22,684.Jones,
18,466.Foreman,
23,207.Colhoun,
27,303.

27,264.

Foreman,
26,208.

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"the men with a view to effecting a settlement. The men's committee and the men . . . intimidated their willingness that they should endeavour to bring the strike to a close. They approached the company, but neither Mr. Davitt nor the Archbishop was allowed to see the directors. They saw the traffic manager, and terms were arrived at which practically meant that the men should resume work for the purpose of relieving the great distress that was being inflicted upon the populace at large. . . . the company in the meantime giving an assurance that within a limited period they would receive a deputation and discuss the matters in dispute with them. The men resumed work on May 5th . . . standing as staunch and true to each other on the last day of the strike as they were on the first, and their reason for resuming work was solely to relieve the country from the paralysis that it was suffering from. . . . They resumed work, and the answer that the company subsequently gave to the men was anything but satisfactory, and they have had many reasons to regret since that they did not consider their own interests, instead of the interests of the public, and fight the matter out to the end. . . . Printed circulars, containing the reply of the directors, were subsequently issued to the station masters, in which they refused the whole of the claims that had been sent in, with the exception of a very slight concession indeed to the passenger guards. During the strike seven signalmen were summoned for leaving work without notice, causing a block on the line. A conviction was obtained against one (his being taken as a test case), who was fined 10l., the full penalty. The other cases were withdrawn, and after the settlement the company paid the fine to the court, but . . . they recovered the 10l. . . . a little later on by stopping the bonuses of every signalman who had taken part in the strike."

Collman,
27,207.

"The strike that occurred on the Great Southern and Western Railway in April of 1890 . . . arose out of the refusal of two porters at Cork to accept for conveyance certain goods tendered to the company by a firm, some of whose servants were at the time on strike. The company's legal obligations as common carriers compelled them to insist on all goods offered for conveyance being received, and the two men (having been previously cautioned for a similar offence) were dismissed. The Cork goods men turned out without notice on 21st April 1890. The strike became general on the line on an order from the Amalgamated Society, dated 23rd April 1890, to the rest of the staff, to strike in sympathy with the Cork goods men, at the same time introducing questions of wages, and demanding the abolition of the classification of signalmen and guards. About 800 men went out on strike on the 25th April, without giving any official notice. Some of the signalmen in the middle of the day's work left their cabins. The strike virtually became a lock-out, and eventually the men were allowed to resume work on 5th May, the directors undertaking to consider and reply to any alleged grievances submitted afterwards, the result being that no further concessions were granted."

27,282.

"It has been stated that the public generally, and particularly the military, were inconvenienced during the strike. It is to be remembered that the movement . . . originated in the refusal of certain of the company's men to handle goods which the company were bound by law as carriers to convey. How idle, then, it is to attempt to force upon the Royal Commission that the company were the cause of public inconvenience. . . . In the April 1890 strike a determined effort was made to completely close the railway, and to obstruct the conveyance of the mails, including the great volume of the American correspondences, which this company carries to and from Queenstown, but, happily, this was averted by the employés who remained at their posts, aided by the public, who, appreciating the situation, came to the help of the company and assisted cheerfully in carrying on the mail and passenger traffic. The public evinced the greatest possible interest in the strike of 1890, because it was not a struggle for wages or conditions of service, but to decide whether the company had a right to insist on their servants aiding them in fulfilling their obligations to the public as common carriers. The press also took this view of the case,

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"and a leading Dublin paper, the 'Freeman's Journal,' always the advocate of labour, condemned the advice under which the men had acted, and challenged the right of an individual hailing from No. 5, Colebrook Row, London, N., to come to Ireland to dictate in such matters. . . . All over the entire system we had the public sympathy with us. Many came in and assisted at the stations, and were ready to do anything we could give them to do. Of course we could not give them responsible posts, but gentlemen from distant parts took up common duties as porters at the stations in Dublin, and all over the line. As to the meeting between the Archbishop of Dublin and myself, I deny the truth of the statement . . . before the Commission, as to what took place at that meeting. His Grace and Mr. Michael Davitt both admitted to me the wrong position in which the men had been placed by their advisers. As friends of the men they did their best to bring about an understanding. They were received with every courtesy, and acknowledged the same personally to myself."

27,285.

"The number of men remaining on duty during this strike was 200," and not 20, as Mr. Foreman stated, "and this figure . . . is exclusive of clerks and station masters."

27,269.

With regard to the statement of Mr. Foreman that the company had paid a fine of 10l. inflicted on a signalman for leaving his work without notice, but had recovered the sum by stopping the bonuses of every signalman who had taken part in the strike, the witness pointed out that these bonuses depended on good conduct throughout the half-year. "On the occasion of the strike of 1890 . . . the signalmen forsook their posts and left the line to itself. I think it goes without saying that a company could scarcely award bonuses to men who acted in that manner, and whether they had been presented or not, and fined or not, we certainly should not have paid them bonuses for that particular half-year."

27,279-82.

(i.) *Dublin, Wicklow, and Wexford Railway Strikes.*

The Dublin, Wicklow, and Wexford strike, caused by the non-recognition of the union, and the dismissal of representative men, was entered upon after due notice. "A week's notice was at first sent in, but it was considered that a week was not in compliance with the company's rules. . . . and a fortnight's notice was then given. During this time I made every effort I possibly could to get the company to negotiate with us for a settlement. . . . We got no acknowledgement, and the strike was allowed to take place. . . . Owing to the influence of the officials amongst the men during the fortnight that elapsed while the notice was expiring, out of 500 men concerned only 250 came out on strike, so that that strike of course was a failure . . . and those 250 men were thrown upon the funds of our society." The company refused to take back even their oldest servants.

Foreman
26,208.

"Until the organisers from England came amongst them the men were very contented, and on excellent terms with their officers. When the agitation started their manner and bearing became impertinent. . . . This, however, only applied to a portion of the company's servants, as, by Mr. Foreman's own account, only about 250 men could be induced to join in the strike, and these were the worst of the staff. These were persuaded that they would be supported by the society, but they found in a very short time that their strike pay . . . was not forthcoming, and then they used all their efforts to get back into the service, but the directors would not accept them. As soon as it became known that this was the case, the applications for employment by outsiders were so great, in fact, I may say two men for every vacant place, that we had an opportunity of selecting a very good class of men to fill the vacancies, and we obtained a staff of very excellent servants in place of the strikers, and it was . . . matter of common remark that our service was much improved. . . . The strikers, finding that they had no chance of being re-employed, went elsewhere to find work. We have now a perfectly orderly and well-trained staff. Excellent relations subsist between men and officers, and all is peace. . . . Not a single engine-man or fireman joined in the strike, and many guards, ticket collectors, and porters expressed great regret for taking any part in the movement, and declared that they would not have done so only that they were afraid of their comrades."

Mannell,
27,235.

27,234.

STRIKES
AND
LOCK-OUTS.
27,246-9.

The witness had not heard it stated that Mr. Foreman was not aware of the strike. He was "sure he was very well aware of it."

(j.) *Caledonian Railway Strike of 1883.*

Paisley,
26,633.

"Agitation for the reduction of hours had been kept up for about three years previous to the strike of 1883. "The railway companies were entirely to blame . . . because they turned a deaf ear to the appeals made to them by the railway servants." The petition sent in on 31st July 1882 remained unanswered. "A mass meeting was held in Gold's Hall, Burnbank, Hamilton, about the end of December 1882, to consider what action should be taken in consideration of the answer to the petition for short time, and the best means to adopt to resist official tyranny. . . . An engine driver stated that a week ago he wrought 98 hours in five days; a brakeman stated that last week he wrought 78 hours in four days. . . . An engine driver said that in returning from Paisley last Wednesday morning he fell asleep, and at Newton he again fell asleep, and ran up the Motherwell Road . . . The Caledonian Railway Company were the only company in Scotland who at that time ignored their servants, and would not even meet a deputation of their own staff. . . . A resolution was (passed) to the following effect:— "That we wait till the 15th January 1883 for an answer to our petition, and if no answer is forthcoming by that date that we hold an idle day to decide as to what we are to do for the future, and ask Motherwell, Southside, Stirling, and Carstairs to join with us." Mr. Hope, the then general secretary, wrote to Mr. Thompson, the manager of the company, stating what had been done, and asking for a reply, but no notice was taken of this letter, which Mr. Hope published in the press. The result was that the 15th came, and no reply. The men had no other course . . . but to hold the idle day, with the result that the company dismissed every man who took the idle day, so that we were practically locked out, each receiving his dismissal per registration letter."

Bullantyne,
25,196.

"On the Tuesday the men would have returned to work if . . . the Caledonian officials had not gone to Stirling and dismissed some of the men who would not go to Hamilton and Motherwell. . . . A notice (was) posted up on the engine sheds at Polmadie and other locomotive stations, that the men who had taken an idle day were to consider themselves dismissed." The mineral guards who already had a 10 hours' day came out "for the purpose of getting a 10 hours' day for the goods men, . . . being confident that if they did not get the goods men on the same level as themselves, the probability was, that the company would advance the mineral men up to 12 hours."

26,107.

25,160.

25,333-6.

The witness did not know the total number of men who struck, but stated that "there were only one or two centres where there were many men working; Motherwell, Hamilton, and Glasgow, for instance, were the largest centres, and Perth, Stirling, and those places were entirely cleaned out with the exception of one or two men."

25,341.

The strike lasted till the 22nd January, and the men "only partially" obtained the object for which they struck.

Paisley,
26,533.

About the third day of the strike . . . Mr. Thompson expressed his willingness for the men who were on strike to go back to their work, when they would be re-engaged as far as possible, and that he would meet a deputation of the men, and have their grievances threshed out and removed as far as possible. But not till the sixth day of the strike did the men agree to go back on those conditions. What they wanted was to be reinstated instead of re-engaged. The result was that after the men were back at work, the company met a deputation of the men with very little result."

Cf. also
Bullantyne,
26,244.

Thompson,
27,265.

The number of men who lost their situations was 185.

(k.) *Scottish Railway Strike of 1890-1.*

Bullantyne,
25,089.

The programme of the Amalgamated Society of Railway Servants for Scotland given under I.B. (a) was sent to the various companies, and after "a large number of meetings of the men, it was agreed, on taking a vote by *plébiscite*, by a majority of 471, to accept the offer made in a circular by the companies

"to the men to meet a committee of the directors of the three principal railways. Deputations were appointed for that purpose, and the North British deputation met their directors on the 8th January 1890, the Caledonian on January 15th, and the Glasgow and South-Western on 21st and 22nd January 1890. On the deputations presenting themselves, they were requested to meet the directors in sections . . . this the men refused to do, as it was not in accordance with their appointment . . . and knowing from experience that the result of dividing themselves up would be the increasing of the number of victims." The witness then gave particulars as to "three members of the deputation to the Caledonian Company, who were victimised within a few months." He also put in papers containing all the correspondence with the railway companies, the circulars read at all the centres, and the resolutions agreed to at the meeting from May to December 21st, 1890. The replies of the companies invariably referred the men "to a certain rule No. 15a in their book, to make application through the heads of the various departments, ignoring altogether the question of the hours of labour." "We were agreed that a strike was necessary, and we, as an executive, asked the men to place their resignation in our hands to be sent in to the various companies, at a time to be agreed upon by the executive committee. The circular dated 12th December 1890 gives the number of the resignations handed in, the total for the three railways being 4,173. These figures were submitted to a large meeting, held in Glasgow on December 7th, where an amendment was proposed to the resolution of the executive committee, calling upon the men to send in more resignations, to the effect that it be submitted to meetings to be held all over the country on December 14th, to consider the propriety of stopping work on 21st December 1890. At the meeting held on December 14th, the resolutions of the executive committee and the resolution of the Glasgow men were both submitted. The executive committee resolution was carried at all the centres except Glasgow, Hamilton, Motherwell, Dundee, Coatbridge, Montrose, Grangemouth, and Ayr. It was arranged to hold meetings on Sunday 21st, in those centres, the one in Glasgow at 12 noon, and the others at 2.30 p.m., so that the result of the Glasgow meeting might be made known at the other centres when they met. The executive committee took up the same position as they had hitherto done, and asked that more resignations be placed in their hands. An amendment was moved "that we do not resume work," and was carried by a majority of 660 to 81."

STRIKES
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Cf. also
Paisley,
26,585.

25,322.

25,051.

"2,100 men attended the different meetings outside Glasgow, and of those 600 voted for a strike, and 375 voted for delay; the rest did not vote."

Paisley,
26,454.

"The executive committee, who up to this point had opposed an immediate strike, when they saw that the desire of the men was to cease work at once, telegraphed to the centres who were meeting on the same day, also to other centres; delegates were also sent out to apprise the men of the fact, with the result that the strike became general all over Scotland, i.e., all over the three leading lines."

Bullantyne,
25,351.

Another witness, however, stated that on the Sunday on which the strike took place "a meeting of the executive committee" was held in Glasgow, "previous to the large meeting being held in the Albion Hall," when the committee "decided to go to that platform and face the men and suggest that no strike should take place."

Paisley,
26,250.
Cf. also
Bullantyne,
25,212-23,
26,251.

"The executive carried out the rules of the society as far as possible," first by making "application to the companies to be heard as a representative body," and then by offering to submit the question to arbitration. To this the companies replied that they had nothing on which to arbitrate. The men then decided to strike without giving the 12 days' notice, to which they were bound by the terms of their agreement, not as was alleged in order that the traffic of the country might be paralysed, but because the companies having broken their part of the agreement by ignoring the men's claims, the men felt that their own side of the compact was no longer binding. "The men had been in the habit of being booked off, and being short paid without getting the 14 days' notice." Another reason for dispensing with the formal notice was that the companies knew "from

26,538.

26,257.

26,733.

26,731-3.

Bullantyne,
25,437.

STRIKES AND LOCK-OUTS.

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" what was taking place outside that the strike must come. . . . It had appeared through the press " at meetings that were held of the men, that unless " their demands were conceded they would go on " strike . . . on the 22nd December."

No actions for breach of contract were brought against the men either at Edinburgh or Fife.

" The strike lasted for six weeks, with the exception of " the (men on the) Glasgow and South-western, who " returned to their work in the second week. Various " attempts at conciliation by disinterested parties " were made without avail, notably that by Mr. " Haldane, M.P., and later by Lord Aberdeen. " Various chambers of commerce, town councils, and " other public bodies sent resolutions to the companies, asking that the whole matter be submitted " to arbitration, and calling upon them to meet the " men, also to the Board of Trade calling upon them " to interfere. But everything failed until a deputa- " tion of the men themselves met Mr. Walker on " Thursday, 29th January, when an agreement was " entered into, and the men on the North British " Railway started work on Friday 30th January. A " deputation was at the same time sent to Mr. " Thompson, of the Caledonian Railway, but without " result.

" On the 31st January, however, negotiations were " renewed, and the strike finally terminated on the " understanding that the directors met a deputa- " tion of the men with the North British within a " fortnight, and with regard to the Caledonian, on a " date to be fixed by the men." " The strike in the " North British system was settled on the Thursday " night; on the Caledonian system (it) was not settled " till 1.0 p.m. on the following day."

" The men having started work, meetings were held all over " on the 15th of February to arrange for the deputa- " tions meeting the companies. The deputations " were appointed in accordance with a circular," " which was read at these meetings. The North " British deputation met the directors, in sections, on " the 18th of February 1891. The conference lasted " eight hours, and the general manager, Mr. Walker, " afterwards issued a circular stating the conclusions of " the directors. " Meetings were held on the 22nd of " March, when the circular was severely criticised. " The death of Mr. Walker prevented, for the time " being, any further approach to that company. The " Caledonian deputation met the directors on the " 26th of March, and . . . the result of the deliberations " of the directors (was) conveyed to the deputation " on the 25th of May. Mr. Thompson, of the Cale- " donian Railway Company, refused to issue a circular " to the staff."

Mr. Ballantyne, the assistant secretary of the Amalgamated Society, had no definite information as to the total number of the men on strike, but stated generally " from (his) knowledge of the centres that . . . the " numbers that came out would be between 2,000 and " 4,000 on the first day. . . . That increased on " the second day to between 7,000 and 8,000, and the " third day to between 8,000 and 9,000."

The witness did not know the number of men who were re-engaged after the termination of the strike, but estimated the number of those left out on the three lines at over 3,000; " the Caledonian Company themselves would leave out almost 1,000."

" The total number of men on strike from first to last " on the Caledonian Railway was stated by a Com- " missioner to be 2,339, and the total number of men " left out was stated as 589.

Another witness stated that " there were supposed to " be from 8,000 to 9,000 out at one time," according to " the returns that came in from the different branches. " The number employed, counting only the running " department and the porters, was about 10,000. The " witness could not say how many porters were on " strike, but " from going amongst them and asking " them their position " he had found that they were " a " dissatisfied lot." On the Caledonian Railway " most " of the signalmen remained loyal to the company, " but there were a number of them struck, and I " believe very few of them got back that did strike; " 77 out of about 800 struck."

During the agitation previous to the strike, " cards " were distributed at the meetings, asking the men " to sign them and return them. These cards were to " be collected, and the secretary of the Amalgamated " Society was to be authorised to send in the resig- " nations of the men to the various railway companies, " it being intended to give in the usual legal notice. " After waiting for some time, up to the 6th of De- " cember, only 4,173 notices had been sent in. As it " was claimed that the society had 7,000 members " alone, not to speak of the many thousands who had " no connexion with the society, it was considered by " the executive committee that the notices were in- " sufficient," and a motion was made at the meetings " that an extended effort should be made to secure " signatures. It was contended that there had been " an increase over the previous year, when a vote had " also been taken, but . . . the first year the vote " was confined to members of the society, whereas the " second year cards were distributed wholesale at all " the meetings, and many signed them in the meetings " . . . who really did not consider what it implied, " . . . the men in many cases having really been " taken by surprise and signed them on the spur of the " moment. No information has ever been given as " to the grades, &c. of those who sent in their resig- " nations, so that we have just to take the figures as " given for what they are worth. The agitation still " continued, and on the 13th December, meetings " were held in no less than 34 different places. At " these meetings the proposal of the executive for " more resignations was considered, as also an amend- " ment passed at one of the Glasgow meetings to strike " work, 875 voted in favour of the executive's proposal " and 600 against. These figures show that the men " were not in favour of striking, and yet we find the " executive still keeping up the agitation until the " 21st December, when, at a meeting held in the Albion " Hall, Glasgow, it was decided by 660 votes to strike " that night, 81 voting for the amendment. The " society had made arrangements for holding meetings " in different centres at a later hour the same day, " when the result of the Glasgow meeting was de- " clared, and the men were thus induced to leave " their work. . . . The executive, who all along " had declared that they would have no strike unless " they had a good majority of the men in favour, and " unless it were done in a legal manner by each man " sending in his resignation, now threw all their obli- " gations to one side, and declared they would do " what they possibly could to paralyse the traffic and " bring the companies to their knees . . . On the " 21st December many of the men on the three prin- " cipal lines in Scotland were induced to leave their " work without warning of any kind to their em- " ployers, and the traffic of the country was more " or less paralysed."

" It was the meeting at Glasgow that decided the strike, " by voting against the advice of the executive, but " the whole of that meeting was not composed of " members of the society." " The executive and the " secretary had power at the time to prevent the " strike . . . All that they would have had to " do was to clear the meeting of the non-members " and take the voice of the members . . . " " I blame the executive of the society for joining in " with the rabble."

The general manager of the Caledonian Railway stated " that the strike on that line began on the 21st De- " cember 1890, and terminated on the 31st January " 1891. " The total staff on the Caledonian Railway " was 15,800, and the total staff in the traffic and " locomotive departments, engaged in working " trains, was 6,000, while the total number who " went out on strike was 2,202; that, of course, " includes men who were even off duty for one day, " of which there was a number, but we estimated " that at no time were there more than 2,000 of our " men on strike at once. " The strike on " the Caledonian line was mainly a sectional one, " and confined to the goods and mineral depart- " ments, and more especially the mineral districts of " Lanarkshire. Had it not been for the tactics of " the society, organised and approved by the execu- " tive, . . . the strike, so far as the Caledonian " Company was concerned, would soon have come to " an end."

" The most strenuous efforts were made to keep up the " agitation all over the line, and, if possible, to bring " out more men. The Amalgamated Society had the " assistance of the various trades union secretaries and " officials, who presided at meetings, and speeches of " the most inflammatory character were made to the " men at many of those meetings, and threats made " of bringing out on strike colliers, iron and steel

STRIKES AND LOCK-OUTS.

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STRIKES
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"workers, &c. in support of the railway men . . .
"As the men left their work absolutely without notice,
"in an illegal manner, the company were placed in
"a most awkward plight. . . . It was only through
"the great devotion of thousands of our staff that we
"were enabled to carry on the work of the railway.
"I am glad to say that the Caledonian line
"was kept open for traffic throughout the whole
"period of the strike. The passenger service was
"practically maintained in its entirety. A very full
"goods service was kept up, and even a large mineral
"traffic was dealt with, there being 572,657 tons of
"mineral traffic for the month of January 1891."

27,901-4.

At the close of the strike the witness met a deputation of
"the men. "I stated to them that the company were
"still prepared to take back into the service as many of
"the old servants as possible; secondly, that if the
"strike closed that day all the actions for damages
"against the men would be dropped; thirdly, that
"as regards the tenants in the company's houses
"at Motherwell, all the men re-engaged would be
"allowed to remain in the houses; and fourthly,
"that any for whom places could not be found would
"not require to remove until one month from that
"date. I further stated that I was still ready to
"meet any of the company's servants to consider
"and remedy grievances in terms of my November
"1890 circular. . . . The deputation urged that
"in re-engaging men a preference should be given
"to seniority of service and to married men with
"families, and I was ready as far as possible to give
"effect to that desire, without drawing a hard and
"fast line. The deputation further asked if they
"would not be held disqualified for the premium on
"account of the strike, and I said I would recommend
"the directors to favourably consider that application.
"That recommendation was given effect to, which is the
"best possible answer to the charge that the company
"acted vindictively to the men who went on strike.
"We blotted out those six weeks quite as if
"the strike had not occurred, . . . so that they
"did not suffer in any way, from the premium point of
"view, from having struck work. The deputation
"stated that they were satisfied with the statements
"of the general manager, and that they were
"authorised by the men at all the centres to declare
"the strike at an end, and it was agreed that as
"many as could possibly be taken back would
"resume work on Monday morning."

27,907-10.

The company "gave full and liberal interpretation to
"the arrangements made with the men," but the witness
"was very sorry to say that there were still 500
"men left out of employment through their places
"having been filled up."

27,914.

After the strike was closed the directors, in committee,
"met representatives of certain departments in their
"service. "The only departments and grades repre-
"sented, although a full and free opportunity was
"given to all to attend, were the goods and mineral
"engine drivers, firemen, and brakemen. A full
"hearing was given to all the statements of the men
"as to hours of duty, time off before resuming duty,
"and other minor matters. The result was that the
"company undertook, as far as possible, to book the
"mineral and goods trains on a basis of 10 hours train
"time per day, and that instead of eight hours being
"the time before a man was called on to resume
"duty, the minimum time of rest was increased to
"nine hours. We issued a mineral time table,
"booking these trains, and showing the running
"time as 10 hours, but at the same time we did not
"alter the engagement with the men. These men
"are on the 72 hours per week system, but in order
"to bring the hours of working within the 12 hours
"we framed that mineral time table as I have said."
"On the 25th May 1891 the witness met the repre-
"sentatives and informed them of the concessions
"which the directors were prepared to make, and
"every man present expressed his satisfaction with
"the arrangements intimated, and stated that they
"had every reason to believe . . . that the
"staff generally on our line was well satisfied."

27,918-4.

B.—IMPORTANT LOCAL STRIKES.

(a.) *Cab Strike of 1884.*

Mills, 18,646.

"The next outbreak occurred in 1884 at Paddington,
"and found both masters and men without an organ-
"isation to deal with the matter. There was really
"nothing to complain of when master and man could
"be brought together. The difference arose in this

"way. There is what is known in the cab trade as
"yard money.' Some proprietors set their faces
"against the horsekeepers receiving any gratuities
"whatever, but in spite of that the drivers will pay
"it. . . . One proprietor solved the difficulty
"by disposing of his stock. The matter was settled
"in a very short time; it did not spread very far
"beyond Paddington."

STRIKES
AND
LOCK-OUTS.(b.) *London Improved Cab Company, 1888.*

The system of "yard money" is regarded by one witness
"on the men's side as "opposed to the sound and
"regular conduct of business, and is discreditable to
"the proprietor, unjust to the driver, and degrading
"to the men who are the recipients of the charity.
"In 1888 the directors of the London Improved
"Cab Company determined to abolish this system.
"The drivers agreed to the proposal, and the wages
"of horsekeepers, &c. were increased. . . . When the
"date arrived for the new system to be established
"the drivers refused to take out their cabs unless the
"old style of things was reverted to. The directors
"were determined to manage things on their own
"lines, and as a consequence the drivers struck work
"and remained out for five days. They then accepted
"the directors' terms and returned to work."

Scott, 16,272.

The strike was confined to the chief depot, which em-
"ployed 135 cabs and half the men in the service of
"the company. This was the only difference which
"had arisen between the company and its men."

(c.) *Mr. Palmer's Yard, 1888.*

In October 1888 a strike occurred among the men em-
"ployed by Mr. Palmer of Horseshoe Yard, Borough.
"Mr. P. Edmunds, secretary of the Cabdrivers' Mutual
"Aid and Protection Society, called on Mr. Palmer and
"told him that his terms were too high, and that the
"men could not pay more than 11s. a day. Mr. Palmer
"told Mr. Edmunds on his second visit that he was
"willing to accept 11s. 6d. a day, including privilege.
"Mr. Edmunds then wanted to know if any driver had
"been discharged since his last visit, and, on receiving
"an affirmative answer, demanded that the men should
"be reinstated, and because Mr. Palmer refused to do
"this the men struck. "He sent their licenses back
"and then sent out a circular, putting asterisks at
"the names of those they called the ringleaders, and
"through one thing or another they brought him to
"trial at the Old Bailey for libel, but the case was
"settled by Mr. Palmer's withdrawing the inuendo
"and paying the costs."

Mills, 18,648

Crabbe,
23,007.

The strike only lasted about two weeks and was settled
"by a compromise, in which the men got about one-half
"of what they originally asked."

Levick,
17,861-8.(d.) *Cars and Lorries, Glasgow.*

The strike of horsemen and carters in Glasgow affected
"4,000 men and lasted a fortnight. The railway
"carters came out with the others at the beginning of
"the strike, but went in again after being out for a
"week. The men obtained an advance in wages of
"from 2s. to 3s. a week, but the reduction of hours
"which they demanded was not acceded till "about
"three or four months afterwards"; it was then
"obtained through the application of the union."

Cuthbert-
son, 23,163
73.(e.) *Hull Railway Workers' Strike.*

The Hull strike was caused by non-recognition of the
"union on the part of the railway companies. The
"letter (asking for certain concessions) was written
"by the officials of the Amalgamated Society and the
"General Railway Workers' Union. The concessions
"were drawn and drafted by the men themselves, and
"the men themselves, through their meeting in Hull,
"asked the representatives of the union to forward it
"to the head-quarters."

Clark, 23,
Cl. also
23,783-7.

"The letter simply enclosed the document and asked
"them to communicate with the officials of the
"union, which they practically declined to do. The
"rest of the companies took no notice of it whatever,
"and the men got so incensed that they actually gave
"notice that if their demands were not conceded
"within seven days they would leave. No commu-
"nication whatever passed during that period of
"seven days, and the men came out on strike."

"The day after the men came out . . . the general
"manager of the North-Eastern wired to . . . the

28,476.

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AND
Lock-outs.

23,470.

" general secretary of the Amalgamated Society, and that was preparatory to opening negotiations with the representatives of the men. A conference took place on the third day of the strike between the representatives of the men again and a deputation. Concessions were granted and the men were advised to accept the same, and the strike ended after they were three days out. . . . They, of course, did not get all they demanded."

(f) *Strike of Goods Porters at North Wall.*

Foreman,
24,212.

" We had an unfortunate affair at North Wall last year. It did not affect a great number of our men. It was a very serious strike of corn porters and others . . . and owing to so much sympathy being shown with these men, goods were refused in almost every establishment in Dublin. They had great difficulty in getting the grain stored anywhere, and some of the Great Southern goods porters at North Wall refused to receive some grain which had come in which had been handled by imported hands, with the result that the principals in the case were turned out of the yard, and all the other men followed with the exception of two. These men never got back again. . . . At that particular place the whole of the men were members of the (Amalgamated) Society, with the exception of those who remained at work."

Cf. also
23,377-80.
24,219.

Collman,
27,380.

" Our men at North Wall Goods Station, Dublin, struck in June 1891, owing to two of their number being dismissed for refusing to forward goods because of a strike pending at the time amongst the grain labourers of the port. The result was a lock-out of the railway men, and their places were promptly filled."

(g) *London and North-Western Railway, Liverpool.*

Finlay,
23,946.

" In Liverpool in 1871 the men were working long hours, 66 hours a week, and they were reduced to 61. Some further agitation took place . . . and the second settlement that we made with them in 1872 was only after the men had gone out and remained upon strike for a short time." The wages of the men in the goods department at Liverpool were raised about 3s. a week, and the hours of labour were reduced to 57 per week, and they remain at that at the present time." Some further small concessions were made, and "from that time to this, that is a period of 20 years, we have had no trouble with the men in the goods department at Liverpool."

23,948.

23,945.

27,941.

(h) *London and North-Western Railway, London.*

23,947.

" In May 1872 . . . there was considerable agitation among the men, and I met the men, I suppose there were a couple of thousand men engaged in carrying on the goods department in London, and we made concessions to them, both an increase of wages and a reduction of hours to a certain extent, and those appeared to be satisfactory to the men. But an untoward event happened, in which the superintendent of the company, Mr. Greenish—now retired—dismissed a man . . . for want of attention to his duty or insubordination; the consequence was that the men took umbrage at this, went out upon strike, and called upon the company to dismiss their superintendent . . . That strike continued for a fortnight, and . . . with the help of all the hands—clerks became porters and men who had never been accustomed to manual work before helped the company—after a struggle for a fortnight the men gave in, and we readmitted most of the men to the service, and from then till now we have had no trouble with the men in London."

(i) *London and North-Western Railway, Garston Dock.*

" The most recent difficulty that we had . . . has not been with the railway men . . . we are the owners of a dock at Garston, and some two years ago there was an agitation amongst the men for an increase in pay, and as far as we could make out . . . the men were stirred to make this application by the National Union of Dock Labourers. Their demands were met as far as they could be, and the men appeared to be perfectly satisfied. But then came a question, which was rather prominent about that period, as to whether the men should load or unload a ship that came from a port where non-union labourers were employed, and upon that question, some men refusing to do work for the ship, they were . . . told that the company could

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" allow no question of where a ship came from . . . to interfere with the work that had to be performed at our dock, that we were bound to load and to unload these ships, and the men finished the work with regard to that particular ship. The captains of two of the vessels took them away from the dock to avoid delay, and they had to go to other ports to be discharged and to be loaded. Shortly afterwards the secretary of the Dock Labourers' Union lodged a notice with the dock master at Garston, blocking thirteen steamers . . . when one of the steamers which was called 'Jessie' was stopped under the orders of the union, all the men who were engaged in doing that work were dismissed . . . by the dock superintendent . . . The other 780 men who were employed in carrying on the business of the dock all struck and refused to do any work whatever. . . . The result was that we immediately made arrangements with the Lancashire police to have a cordon of police round the dock . . . We brought 700 or 800 men from other parts of the system by special trains. We replaced the whole of the men, and from that day to this not one of those men has been engaged upon the business of the company at Garston."

(j) *Midland Railway, Goods Guards.*

In 1879 there was a strike of goods guards on the Midland Railway. "The guards' strike, owing to the inexperienced men that were set on, caused considerably more difficulty and more responsibility in connexion with the work of signalmen, owing to these men not understanding their duties, and also the older guards who returned to their duties did not act in the same manner as they had previously done . . . The difficulties mainly result from the guards not informing the signalmen what they want to do in the same way as they did previously to the strike. There was no accident that I know of arising from that, but it simply delays, and of course makes it worse for the company, and worse for everyone."

Abbott,
23,024.
23,032-4.

(k) *Midland Railway Engine Drivers and Firemen.*

In 1887 there was a strike of engine drivers and firemen on the Midland Railway. "In regard to the drivers the main difficulty is in the inexperienced men not knowing what to whistle . . . and often when they do whistle the signalman cannot properly understand . . . and the consequence has been that many delays have occurred to traffic. . . . Why it seemed to me that it was necessary to refer to that was that I think the companies commit a great error . . . when they do anything that deprives the service of the experience of men who have been, perhaps, years in it."

22,031.
23,034.

C.—PICKETING AND INTIMIDATION.

During the cab strike of 1891 intimidation was largely practised against drivers who were not in sympathy with the strikers. "In London during last year something like 3,000l. was collected in the streets from drivers . . . The course adopted by the members of the union was to employ all those men who were out on strike and furnish them with collecting books. These men then repaired to the various thoroughfares frequented by cabs and solicited support from the drivers who were out at work. In return for this the drivers received a ticket for the purpose of showing that they had subscribed something like 6d. a day . . . and in some cases a shilling." These tickets the men put in their hat bands to show that they had subscribed. "In some instances" those who refused to pay "were followed and assaulted. In one case the man followed had to drive off Highbury and then down to Bow Street," where he had his pursuers arrested. "That practise entailed a danger to the public and was detrimental to the cab interest, as during such times the public were afraid to ride in cabs." The witness confirmed his statement by reading the accounts issued by the Metropolitan Cab Drivers' Trade Union Committee, which gave the expenditure on payments to black-legs at 704 6s. 11d.

Chapman,
19,112.

The witness suggested "that it should be made illegal for men in an open place like the Strand to get on the back spring of a hansom cab and ask for a sub-

19,206.

STRIKES AND LOCK-OUTS.	Description of the event or witness statement.	STRIKES AND LOCK-OUTS
Peirce, 22,671.	"scription from the driver, and, if he does not subscribe to their union, to abuse him to such an extent that he is obliged to go home."	
Jones, 18,429.	"The picketing (during the omnibus strike of 1891) was carried on in a most disgraceful manner. There were a lot of gas stokers and carmen, and all such people, that were not connected with our business at all, present. They were outside the yards, and I had to have two policemen to see me from my house to the yard . . . I was challenged directly as to where I was going, and I said, 'I am going into the yard' . . . and one of the conductors said 'my orders are that you are not to go into the yard,' but I pushed him on one side and went in. Our superintendent was there and the foreman. I said, 'No horsekeepers in, sir?' and he said, 'No, there are nearly 400 horses here, and there is no food or water' . . . We went in on the next morning, and on the Tuesday somebody came down from the union, and said that they had no objection to the horsekeepers feeding and watering the horses." At the York Road Depôt of the London Omnibus Carriage Company, every man was at his post on the Sunday, "but as the time drew near for the omnibuses going out of the yard . . . the men became frightened, and on the first vehicle coming round the men said, 'We are afraid if we take it out that we shall get mobbed.' The secretary drove an omnibus out to encourage the men and nine b'uses followed him. When he stopped at Victoria a man threatened to cut his traces."	28,910. 28,912. 28,917. 28,919. 28,920-4.
18,440.	On the Wednesday the omnibuses of this company started again by Mr. Sutherst's permission, but were obliged to show a label with the words "Union Omnibus." The manager of the Road Car Company also gave evidence concerning the difficulty experienced by the company in getting the horses fed. "If Mr. Sutherst's orders had been carried out the horses might have been literally starved."	Ballantyne, 25,513.
Duff, 18,373.	"Those men who got through the pickets were beset further down on the roads and pelted with stones or bricks, and the harness of the horses cut, and in some cases the men were seriously hurt."	27,500-8.
Kingham, 18,137.	A driver in the North Bow district "was hunted about the streets like a felon, because he did not belong to the union. One night he had to stop in the stables, and hide himself till about two in the morning before he could go out. His wife went into a shop where the men dealt, but they told her they could not take blacklegs' money, and they actually refused to serve the woman. Two of his children had to come away from school because the other children called after them so."	27,549. 27,547.
Peirce, 22,687.	"We find it somewhat difficult to get on with picketing work in Ireland . . . on the occasion of the Dublin and Wicklow strike we were very much harassed by the police, and we had four picketers arrested on the warrant of the station master of the Harcourt Street Station, for frightening a non-union man who had remained at work instead of coming out on strike. The case was brought before the magistrate and dismissed . . . We felt that we had a case against the company, and I may say that the magistrate denounced the arrest as illegal. We sued the company for illegal arrest, and . . . they got out of their liability by contending that we were not able to prove that they, as a board of directors, had ordered the man to be arrested. The police interfered very much with our pickets notwithstanding the fact that they conducted themselves most orderly."	25,513. Goodlett, 27,533.
Foreman, 20,228.	"In the case of the Dublin, Wicklow, and Wexford strike picketing was employed, and the loyal men were terrorised. The police were not influenced at all by the company's officials, and they only used means to prevent crowds assembling, and the public peace being endangered. . . . The pickets did did all they could to prevent new men from working, and called them blacklegs and other names . . . They professed (the pickets) to be for the purpose of watching and preventing men coming into our premises to look for work, but they used to assemble in little groups of a half a dozen or 10 opposite the entrance of the railway station in a very threatening way, . . . and the men were afraid to come and look for employment. We had many complaints of this kind, and of being assaulted . . . I know an instance of one man who was not a new hand, but an old hand who remained at work and	27,492-3. 27,493. 27,495. 27,498.
Mansell, 27,294.	"refused to strike, and he asked me one night at 12 o'clock to get him protection to go to his home . . . He said these pickets were about, and he was afraid."	27,502-3. 27,503. 27,505. 27,508.
27,243-4.	During the Scotch railway strike of 1890-1, "very strained relations existed between the companies and the men on strike . . . It has been stated in the press that those who were guiding and leading the men incited them to rioting or to disorder," but "those who had charge of that strike . . . counselled the men from time to time not to violate the law." The companies had pickets who "unduly interfered with the pickets of the men," and "the police authorities in certain parts of the country were rather inclined to assist the company's pickets as against the pickets of the men." This interference led to a riot at Perth.	27,509-1. 27,510. 27,512. 27,513.
	Mr. Alexander Haddow stated, in a speech at Dundee on the 6th of January, "that they wanted to win the fight by fair means, but if they could not win by fair means, they should win by foul."	27,513.
	The witness denied that Mr. Haddow had any authority from the executive to make such a statement, but did not at the time disavow it, because he "was not aware that such a statement had been made."	27,513.
	Another witness stated that the strike, which was contrary to the wishes of the majority of the men, was only carried on by means of the "picket system."	27,513.
	"It was with a minority of the men that the strike commenced, but then there were men put on as pickets to take the men from their work, or keep them from going to their work." This was done, not so much by force, as by false statements as to the extent of the strike, or by promises to the men that if they came out they should obtain all they wanted. The witness thought that "Government ought to interfere, to see that no man shall prevent another man from going to his work, if that man is inclined to do so, even if no force is used."	27,513.
	"I would not object to any member of the society . . . (talking) to any man at his work, but it is quite a different thing if there are 30 or 40 men, and they meet the man going to his work, and he has no intention of striking . . . and is told what is not just exactly true . . . If that man had the least idea of resisting them he would be styled everything that is bad . . . The very fact that they required picketing showed that they were going to force the men . . . I give my word . . . that there would not have been a strike in 1890 and 1891 at Edinburgh had it not been for the pickets . . . There were men who came from Glasgow on Monday (December 22nd), and there was a certain man wanted the strike and would have it, right or wrong."	27,513.
	Another witness also stated that "means of all kinds were used to induce or intimidate those who remained at their posts to desert them. At that time I happened to be signalman in the signal box at the Central Station, Glasgow . . . It was thought that if the men in that box could be induced to leave their work, the strikers would have scored a decided success, and the passenger traffic would have been completely stopped, owing to the difficulty of getting men to fill their places. On the first day of the strike, when coming off duty, I was met by a strong deputation, who asked me to leave my work, and go back to the box and induce my mates to do the same. I was also promised . . . to be admitted free to the Amalgamated Society and . . . receive strike allowance of 10s. per week. During the progress of the strike, I was asked again and again by pickets to leave my work, but always refused point blank to do anything of the kind . . . Picketing was carried to a great extent, so much so, that to prevent being molested, we had to go to and from our work in plain clothes, and in some cases had to be accommodated in the company's hotel at the Central Station, Glasgow. James Cullen, one of my mates, was molested in going home from duty one night, and after an altercation some blows were struck, Cullen having struck in self-defence. Some of the shutters at Central Station were also interfered with by pickets when going to and from their work."	27,513-1. 27,514.
	Another witness stated that he had joined in the strike against his will, because he was afraid to work. "I	27,514.

STRIKES
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LOCK-OUTS.

" was on a train running into Glasgow
" and I was very much assailed by the pickets on the
" road down to my work There were 20
" round about me, and I did not know whether I was
" going to get a clap from some of them
" I rather dreaded them therefore I
" would not go back again."

Goodlet,
Ballantyne,
Mudie,
Milrose,
Fox, 27,448-
63.

This witness, however, and several others, agreed in
stating that so far as their personal experience went,
no physical force had been used, though "it was
" customary for the pickets to go up and down with
" weapons in their hands," and the men were afraid
to pass them. Dwellings were erected in Edinburgh
on the company's premises, but it had not occurred to
the witnesses that there was any motive for this
except "to accommodate the strangers about the
place."

27,620-7.

The witnesses had not had any threats made to them,
"beyond being called traitors and such like names."

Thompson,
27,898.

The general manager of the Caledonian Railway stated
that "there was a wholesale system of picketing
" introduced. All the principal yards, locomotive
" depôts, and stations were thoroughly picketed,
" the men's houses watched and visited, and men
" were even prevented by force and threats from
" going to their work, and it became quite impossible
" for men to get to and from their work without
" protection from the police or the company's
" officials. Every effort was made in the same way
" at all the large centres over the line. In many
" cases men were sent specially from Glasgow for
" the purpose of keeping alive the agitation. Dele-
" gates from the executive committee visited the
" signalmen along the line, and misrepresentations
" were made, especially to men in outlying cabins.
" A few signalmen were induced in this way to leave
" their work, but these men, in nearly every case,
" came back immediately they found how they had
" been misled, and asked to be reinstated. The com-
" pany, in addition to the police protection afforded,
" had to organise a protective staff to escort the
" loyal servants going to and coming from their
" work. In addition to this, the company were
" obliged to provide dormitories at some of the
" principal centres on the line, in order to feed and
" lodge certain of the loyal servants
" and the new staff so as to
" enable them to work without requiring to leave the
" company's premises Rooms in the
" stations or at the engine sheds were utilised for
" the same purpose. We had also to make use of
" the company's Central Station Hotel in Glasgow
" Exclusive of the hotel we had provided
" sleeping accommodation for about 700 men, and
" we had to provide meals for a much
" larger number of men daily As examples
" of what had to be contended with, there were
" signal-cabin windows smashed, engines thrown from
" bridges at trains and engines, engines thrown off
" rails, engines thrown into turntable pits, stones
" and other obstructions placed on the line, address
" labels torn off trains of waggons ready for despatch,
" tail lamps taken off trains, serious assaults on the
" persons and houses of individual servants, and
" many other lawless and reckless acts." Several
prosecutions took place in consequence. A brakes-
man named Price, a North British man, who was one
of the executive of the Amalgamated Society, "went
" to Carstairs, and went into the house of one of
" our drivers, and almost frightened the wife and
" daughter out of their existence. He was hauled up
" before one of the sheriffs and committed
" I know another case, of a passenger driver who
" came from Perth to Glasgow. He came right up
" into my room and begged protection." He said he
had gone home to Perth the day before, and his shop
was attacked by the strikers. "His wife was behind
" the counter and the man went out to
" protect his wife, and he was dragged
" off and taken to their hall, and kept in the hall for
" I do not know how many hours. . . . Through
" some excuse he got away from the strikers, and
" got amongst our picketing men, and was brought
" to the station in time to take the train coming
" through to Glasgow. I gave him protection. . . .
" We had no end of cases of a kind similar to that."

Goodlet,
27,630,
27,681.

During the strike "there were some of the servants
" prosecuted for malicious mischief. About Hamilton
" there were some of them charged with running

" two engines off the rails I do not know
" whether they were convicted or no."

D.—IMPORTATION OF LABOUR.

During the cab strike of 1891, the proprietors brought
licenses for men who were willing to come in as
blacklegs. They sought men out of employment,
coachmen, and others to take out their cabs, and
considered it "a fair and just course to adopt."

Chapman,
19,144-58.

"In the interests of justice and fair play, the practices
" that are adapted of engaging men on the occasions
" of disputes should receive the serious consideration
" of the Legislature." Advertisements are published,
" but do not convey the information which
" is essential, that is, that those men are required to
" fill the places of men who are on strike. The
" absence of such an intimation leads
" to men being taken miles from their homes
" to find out after they have got there that they are
" required to act a part which they, as honourable
" men, disdain to act A few months ago,
" when I was journeying from Dublin to the north,
" I found a compartment full of men who had been
" engaged at Dublin for the purpose of going to
" Belfast to take the place of some carters who were
" on strike there." On being informed of the strike,
the men were all persuaded to return to Dublin.

Foreman,
26,228.

26,231.

On the occasion of the Dublin, Wicklow, and Wexford
Railway strike, the company obtained other men to
take the place of those on strike. One witness com-
plained of the character of the imported men. "It
" is a very important matter, as showing how the
" companies man their lines on the occasion of dis-
" ruptures." He had written at the time to the chair-
man of the company, stating that he had made
" minute inquiries into the antecedents of these new
" slaves," and charging him, in substance, with having
engaged various men who had been "previously
" dismissed" from the service of the Dublin, Wicklow,
and Wexford, or other companies, "for acts of mis-
" conduct of a much deeper dye than those
" trumped up against Clarke and White."

Foreman,
26,202-9.

At one of the half-yearly meetings of this company,
"a shareholder complained very bitterly of the class
" of servants now in the employment of
" the company."

26,211.

Since the introduction of these new men "there have
" been several accidents on that line. There are
" more accidents on the Wicklow now, I should
" think, than on any other line in Ireland."

26,212.

The secretary of the Dublin, Wicklow, and Wexford
Railway Company stated, on the other hand, that
the directors had so many applications for employ-
ment that they "had an opportunity of selecting a
" very good class of men," and "obtained a staff of
" very excellent servants in place of the strikers,
" and it was matter of common remark
" that our service was much improved, and that the
" new men were better than the old. Of course, at
" first, in taking in a large number of new hands, a
" very few black sheep got into the service, but these
" were soon found out and sent away. All sorts of
" sinister rumours were circulated by the society in
" reference to the men, but most of these were un-
" founded and slanderous. The company knew
" nothing of the offences of which Mr. Foreman
" accused some of these men, except through his
" letter. No man was taken on without inquiry
" being made as to his character. The Board of
" Trade Returns will sufficiently refute the statement
" that there have been more accidents on the
" Dublin, Wicklow, and Wexford line (than on any
" other in Ireland). Accidents have been very few
" and trifling, and I am informed that not one of
" them has been traced to the new hands employed.
" We have now a perfectly orderly and
" well trained staff."

Munnell,
27,323-31.

27,332.

27,334.

In one or two cases men who had joined in the strike
were re-engaged.

27,334.

It was stated by a witness that during the Scotch
railway strike of 1890-91, "advertisements appeared
" in the English papers, and agents were sent by the
" Caledonian Railway Company into England; (they
" got men from England; they were engaged and
" brought to Scotland, and were not aware that a
" strike was on I myself sent over 42 men
" who had been deluded in this fashion back to

Ballantyne,
25,718.

STRIKES AND LOCK-OUTS.		STRIKES AND LOCK-OUTS.
25,710.	"England . . . Some of the railway officials waited outside the gaol in Glasgow, and made application to the poorhouse in Hamilton, and did obtain men to become railway servants . . ."	25,228.
25,723.	"I have seen in my own travelling on the Caledonian things done by these men that, under ordinary circumstances, would never have been permitted by any others, because it is most dangerous to the travelling public."	25,232.
Paisley, 26,654.	"Take another case, of a man who came from Sunderland during the strike, one of those men who are known as imports, to the Cowlands district, of the name of Rowntree. This man stabbed a woman with a knife, and for so doing he was sent for several months to gaol. After completing his term of imprisonment, he was taken by the hand by Mr. Scott, the foreman, and reinstated in the service."	25,238.
Conacher, 27,173.	With regard to this case, the general manager of the North British Railway Company explained that "fireman Rowntree, after his release from prison, was re-engaged as cleaner, on the application of the superintendent of the Prisoners' Aid Society for the reclamation of discharged prisoners, to whom Rowntree had been recommended by the governor of Barlinnie Prison, on account of his character in prison being good."	25,237.
Thompson, 27,288.	The general manager of the Caledonian Railway states that at the beginning of the strike of 1890, "as the men left their work absolutely without notice in an illegal manner, the company were placed in a most awkward plight. For the first day or so we were in hopes that the men would return to their work, and we did not at first take vigorous action to fill the vacant places of the men who had deserted us. As, however, we found that did not take place, we began to feel in earnest. Every day we had hundreds of applications, and by the time the strike came to an end we had taken on about 1,400 new men, and we had far more applications than would have completely manned our line from end to end."	25,245.
		25,404-7.
		25,470.
		25,475.
		Paisley, 27,180-198.

E.—LEGAL PROCEEDINGS.

(a.) Evictions.

Foreman, 20,235.	"When railway men are required to live in the houses of the companies, there ought to be some protection afforded them for such occasions as disputes, when railway companies can, if they choose, exercise their legal powers in such a way as to inflict cruel hardship upon a populace. Take the case of the Wicklow strike, which had not been on many days, till the men received notice that they would have to leave their houses or be evicted. Then with regard to the Belfast and Northern Counties Railway, while (the) dispute was going on, and when it was feared that a strike might take place, the company took time by the forelock, and sent word round to all the men who were living in their houses that if they went out on strike they would be evicted from their holdings."	Thompson, 27,919.
20,237. Cf. also 20,422-41.	"We know well enough that the object of evicting those men is not for the purpose of installing a new tenant, but it is for the purpose of defeating the movement that the men have in hand. . . . I think that there should be a longer period (than a week) given to the men to get another house before the eviction takes place."	
20,420.		
Rallantyne, 25,059.	The same view was taken by another witness, who stated that "the occupation of companies' houses under the present system of eight days' notice to quit is most unfair to the employés. . . . During the 1890-1 strike this was brought very forcibly to our minds in the Motherwell district, when a most vicious policy on the part of the Caledonian Railway was pursued. The company took out ejectment notices against the strikers, and evicted 15 tenants. . . . (in spite of) all offers of conciliation."	
25,224.	The witness read the circular issued by Mr. Thompson, the general manager, which ran as follows:—"The warrants for ejectment took effect at 12 o'clock last night, but as . . . this is New Year's morning I am very loath to give the order to enforce the warrants to-day; but as the houses are required for the purposes of the company, I have to intimate that it is necessary that the houses of those who have not resumed duty in the company's service, be vacated by to-morrow, Friday. . . . If this notice is not acted upon, it will become my duty to order the immediate execution of the	
	"warrants." "When that notice was put out, Mr. Thompson sent his emissaries out in the persons of inspectors and others to ask the men to go to work." On the 5th January the witness had a letter from the town clerk, stating that "the Commissioners of Motherwell had thought fit to interfere as far as they could for the purpose of stopping the evictions," but "the reply of the Caledonian Company's law agent," was that "his instructions were peremptory to eject all the men on strike, and that the law must be vindicated."	
	"During those evictions" the witness received instructions from the executive committee to do all in his power "to get the men out of their houses and to keep within the bounds of the law." "A riot took place . . . even when the hussars were there," but the witness "addressed the men at several points, along with Provost Colville, of Motherwell, asking them to desist from creating a disturbance, and did ultimately quiet the disturbance."	
	The witness admitted that, according to the rules of their tenancy, the strikers gave notice to quit when they ceased work, but he stated that "there was no necessity for evicting the tenants from their houses, because the company did not occupy those houses until after the strike; some considerable time after the strike the houses stood empty, which is a proof that they did not require them."	
	The witness maintained that "no action was taken by the strikers themselves to prevent the occupation of those houses," and that "the strikers were not parties to those outrages and acts of intimidation which took place at Motherwell."	
	Another witness concurred in the opinion that the Caledonian Company had treated the men who occupied the company's houses with especial harshness during the strike. "The Motherwell evictions were looked upon as the worst, because the men were turned out upon the streets, wives and families too." The witness admitted that they had notice in the sense that they knew a strike was imminent, and that the occupation of the houses would terminate with the termination of their employment, but contended that "the men were prepared to go back to the company if the company would recognise their just and reasonable demands," and that "had the company conceded their demands, or agreed to meet with the representatives, it would have averted a strike, so that the thing entirely lay with the company to avert the strike altogether."	
	The general manager of the Caledonian Company stated that at Motherwell the company had a large number of houses close to the line, and also numerous tenements leased by the company and let to the staff. In the strike of 1890 "a considerable number of the servants occupying the company's houses at Motherwell left their work on strike, without notice, and new men had to be obtained to fill their places. Great difficulty was experienced; in fact, it was quite an impossibility for the new servants to obtain house accommodation or lodgings of any kind in Motherwell, not only on account of the scarcity of house accommodation, but owing to the action of the executive of the Amalgamated Society, who succeeded in preventing any parties who might have been willing from giving the accommodation. . . . The inspector of the district reported that, unless accommodation could be found for the new men, it would be impossible to get them to remain at work. . . . One of the principal officers of the company" was sent to the men who were occupying the houses belonging to the company, asking them to return to their work, and . . . stating that, of course, if they did not do so they would require to vacate their houses, and so make room for the men who were doing the company's work. But the men would neither return to their work, nor would they leave the company's property in terms of their engagement. . . . It was forced upon the directors to take legal steps to obtain possession of the houses to accommodate the working staff, and the usual ejectment notices were served upon the tenants. No attention having been paid to the notices, the company's law agent took steps to enforce the same. Decrees were granted by the sheriff at Hamilton against 82 tenants. . . . There were 16 ejectments enforced, 10 of them left the houses, and 36 were not interfered with. The ejectments	

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" were only given effect to as a last resort. . . .
 " In proceeding with these ejections the company's
 " agent found it impossible to go on with the police
 " assistance that could be obtained in the district, the
 " agitation being so strong in the town, and the men
 " being so determined not to move out of the houses.
 " . . . Ultimately, the agent was forced to apply
 " for military protection to enable him to carry out
 " the law, and a detachment of dragoons was sent
 " to Motherwell on the 5th January 1891; . . .
 " they remained during the whole of that day, while
 " the ejections took place. The agitation still con-
 " tinued so strong . . . that an additional force
 " of police had to be obtained to keep order. Not-
 " withstanding this, the houses which had been
 " vacated were so much damaged, and such threats
 " were used against any men who would go into
 " them, that the company were unable to get any use
 " of their property for the necessary accommodation
 " of their staff. Mr. Ballantyne puts it . . .
 " that the company did not require the houses, but
 " that is not the case. The company never had so
 " much need of the houses; . . . it was solely
 " due to the violence of the men on strike and their
 " conductors that the houses could not be occupied.
 " The company had for a considerable time after the
 " strike to protect, feed, and find sleeping quarters for
 " the men within the engine-shed buildings at Mother-
 " well." On no other occasion had the company had
 " any trouble with regard to the terms of occupancy.
 " They have no special privileges beyond those of other
 " landlords, with regard to notice of the termination of
 " tenancy. "There are weekly, fortnightly, monthly,
 " quarterly, and half-yearly tenants in Scotland, and
 " there is not the slightest foundation for saying
 " that the railway company has any special privilege,
 " and, in my opinion, to make any alteration of the
 " law would be most inexpedient. . . . Eject-
 " ments are . . . very common in Scotland
 " where necessary. It has been put in the evidence
 " already given as if this were something excep-
 " tional . . . but it is nothing of the sort."

17,390.

37,021.

(b.) Arrestments.

Campbell,
2,100.

" The North British Railway Company availed them-
 " selves of the law (applicable to the arrestment of
 " funds and movable property upon the dependence
 " of civil actions in Scotland) in order to paralyse
 " the strikers of railway employes. . . . A sum of
 " 2,971l. lay on open account with the Dennistown
 " branch, Glasgow, of the Royal Bank of Scotland, in
 " the name of Mr. Henry Tait. . . . The account
 " stood in his name for 'the Railway Strike Fund,'
 " and was made up of contributions towards that fund
 " by trades' societies and private individuals in all
 " parts of the country. No part of the money belonged
 " to Mr. Tait or to any of the defendants in the action
 " at the instance of the railway company. The railway
 " company or their advisers knew well that an arrest-
 " ment against Mr. Tait, or any of his fellow officers
 " in the executive of the Amalgamated Society of
 " Railway Servants, would have the effect of attach-
 " ing the money referred to, at least for a time, and as
 " funds were indispensable to the furtherance of the
 " strikers' policy, the purpose of the railway company
 " would be effected, apart altogether from the merits
 " of the action raised by them. I produce a copy
 " of the summons and condensation in that action,
 " which show that it concluded for payment of a
 " random sum of 20,000l. in respect of alleged seduc-
 " tion of pursuer's servants, and assistance given
 " them to desert pursuer's service without notice, and
 " the spreading of false and malicious reports that
 " the pursuer's railways were not safe to travel on.
 " I do not think that . . . the action . . .
 " was ever seriously contemplated to be proceeded
 " with, but was raised rather for the purpose of
 " obtaining the warrant to arrest on the dependence,
 " and by attaching, if only for a few days, the railway
 " strike fund, bring about paralysis of that strike
 " and its termination. The policy was successful, as
 " the strike did come to a termination pending an
 " application to the court for recall of the arrestment.
 " With the termination of the strike the action on
 " which the arrestment . . . proceeded was aban-
 " doned, thus, in a measure at least, showing the
 " pursuer's purpose in bringing the action. What
 " made the abuse of the diligence peculiarly aggra-
 " vated was the fact that the Court of Session was in
 " recess at the time, and that a special application

" required to be made to that court for recall of the
 " arrestment complained of, either without caution
 " or upon caution, according as the court might
 " consider proper. Some days had to elapse before
 " the application could be made. A petition was
 " accordingly lodged on 28th January 1891 for such
 " recall. . . . The petition for recall was inti-
 " mated to the railway company, and was fixed for
 " discussion before the judge of the Supreme Court.
 " Meantime, however, the strike had collapsed, the
 " action on which the arrestment was lodged was
 " withdrawn, and further steps in the petition for
 " recall rendered unnecessary."

STRIKES
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F.—"BLOCKING," BLACK-LISTING.

The dismissal of dock labourers by the London and
 North-western Railway Company, which led to the
 Garston Dock strike, was caused by the blocking of
 vessels from Barrow. There arose "a question, which
 " was rather prominent about that period, as to
 " whether the men should load or unload a ship that
 " came from a port where non-union labourers were
 " employed. . . . Some men refusing to do work
 " for the ship, they were . . . told that the com-
 " pany could allow no question of where a ship
 " came from . . . to interfere with the work
 " that had to be performed at our dock; and the
 " men finished the work with regard to that particular
 " ship. . . . But shortly afterwards the secretary
 " of the Dock Labourers' Union lodged a notice with
 " the dock master at Garston, blocking, as they call
 " it, 13 steamers; that is, we were ordered by this
 " authority . . . not to do something which we
 " were legally bound to do, and that is to load and
 " unload the ships in the dock."

Findlay,
25,847.

With regard to the black lists which former witnesses
 had alleged to have been issued by the master light-
 men, Mr. A. A. Frey stated that no such list had
 ever been circulated by the employers, but he pro-
 duced a black list signed by the president and secre-
 tary of the Amalgamated Society of Watermen and
 Lightermen. This list, which was issued during a
 strike prior to those about which the witness gave
 evidence, stated that "all barges taking goods to or
 " from ships or the said wharves will be placed on
 " the black list." "In connexion with that certain
 " damage was done by letting barges drift, for which
 " two men suffered six months' imprisonment."

Frey.

Reference has already been made to the black list
 issued by Mr. Palmer.

A copy of the black list issued by the cab proprietors
 during the strike of 1891 was put in. It was issued
 by the Metropolitan Cabdrivers' Strike Fund Associa-
 tion in the name of 13 proprietors. Nearly all
 the men whose names were on the list were prevented
 from obtaining employment at the time, but "many
 " of them had been employed by those firms for so
 " many years that the proprietors have been very
 " glad now to put them on again."

Bensley,
17,372,
17,533,
18,583.

It was stated that a man discharged by one railway
 company cannot find employment with another.
 " There was a case that happened at Creve, where a
 " number of men, engaged in the forge department
 " . . . were dismissed. They endeavoured to find
 " work elsewhere, but on communication from the
 " London and North-Western Railway Company
 " they were refused work, they were black-listed, as
 " it were."

Clark,
23,471,
23,490.

III.—COST AND GENERAL RESULTS OF
 STRIKES.

A.—TO THE EMPLOYED.

The cab strike of 1892 resulted in a reduction in price
 of about 2s. a day. "The cost and the working
 " expenses were about 600l., the loss in wages was
 " about 3,000l."; the men who struck were the suf-
 " ferers, and those who did not strike shared the
 " benefit."

Jenkins,
17,317.

One result of the strike was the formation of a co-opera-
 tive cab company, to employ men who were boycotted
 by their former masters. "It is still in existence,
 " and although a struggling concern, it is the oldest
 " co-operative cab company in London, and the men
 " driving them are having their cabs cheaper per
 " day." This company "started with borrowed
 " capital, . . . and although they have realized
 " a profit, that profit has gone to pay interest on
 " borrowed money," instead of paying dividends to
 the shareholders.

Bensley,
17,372.

STRIKES AND LOCK-OUTS.			STRIKES AND LOCK-OUTS.
Jenkins, 17,821.	"The Amalgamated (Cabdrivers) Society had been in existence something like six years before the 1882 strike, and cabs were very reasonable while that society was flourishing and had a big banking account behind it; but in 1882 the funds were low, and the proprietors took advantage of it to raise the money all round. . . . The society carried the strike out very fairly, but it did not last very long after that."	"men outside. . . . In the case of the Caledonian "men who were evicted from their houses in Motherwell, they were to receive first consideration. They did not receive that consideration. Approaches had been made to the management of the North British Company, and they . . . stated that the men who worked a'l the time during the strike are now to take the first place. . . . The strangers who were engaged during the strike are to take second place. Those who struck and came back during the strike are to have the third place. The men who remained on strike and went back in accordance with their agreement taking fourth place."	
Levick, 17,860-1.	The cab strike of 1888 led to the formation of the Society of Cabdrivers, which existed for some two years.	"The men did not get what they wanted. The strike ended on the railway companies receiving their "own men" but "the meeting meant nothing."	25,518. 25,519. Cf. also Paisley, 26,502-3.
Jenkins, 17,825.	"The cost of the 1891 strike in relief and expenses was about 3,700L; the loss in wages was about 9,000L. Some of the men suffered very much, they lost the whole of their season's work, which (is) the only chance a man has of recovering himself from the winter."	At the time of giving evidence there were still two married men who had been evicted at Motherwell, and were not yet taken back. They were engine drivers, and "went to the locomotive superintendent for the purpose of asking to be re-engaged, some time after the strike was finished." The assistant locomotive superintendent told them "that no more men would be re-engaged in the Motherwell district. . . . A complaint was made (by the Amalgamated Society) to the Caledonian management," and the answer was "that if any of the men had any "grievances they knew where to apply."	25,542-3. 25,420. 25,423. 25,424. 25,425.
Crabbe, 23,007.	The action at law which followed Palmer's strike in 1888 broke up a union which "was one of the best "societies in London."	"The understanding with the Caledonian men was that "as vacancies occurred they should be taken on " . . . but that no men who had joined the company during the strike should be displaced to make "a vacancy." The witnesses stated, however, that "there were signalmen required very shortly after the strike in the Motherwell district, and the signalmen who were on strike were not taken "back."	25,412. 25,413. 25,415.
Adamson, 18,285.	"As the result of the omnibus strike," when the wages of stablemen in the service of the omnibus companies were raised from 21s. to 28s. a week, the wages of the same class of men employed by the North Metropolitan Tramways Company were raised from 24s. to 28s. a week, and similar advances were given to "the "other branches of the service. . . . These concessions have given the utmost satisfaction to the "servants of the company, and they themselves admit that their position has been elevated above "that of those similarly employed in the metro- "polis."	The men consider that the companies' officials have shown favouritism since the strike. In some cases men who were on strike are being paid short, while others who remained loyal to the company are receiving overtime, especially those with high wages. The men in the Dumfries locality have complained to the general manager that the usual system of promotion has been interfered with in favour of men who did not join the strike. "It is a question of "men with somewhere about two years' service in "the locomotive department getting on for driving, "over the heads of men with seven years' servitude." In the Parkhead district, on the North British Railway, "we have the case of a foreman yardsman "who had been over 20 years in the service "and was a first-class workman. He failed "to report one of his subordinates for a slight irregularity . . . and for this offence his services "were dispensed with." "His name was James "Imrie. . . . A fireman in the same district, "named Ketchen, who was loyal to the company "during part of the strike . . . was sent for three "months to prison," for a serious offence. "After "serving his term of imprisonment he was received "by the locomotive foreman at Parkhead . . . and "was reinstated in the service. . . . Then, again, "take the case of engine driver Doig, also a loyal "man, who got promoted during the strike to drive "an express passenger train" . . . and in May 1891, overran the signals at Airth Road Station, "causing a collision. . . . At the Board of Trade "inquiry the Government inspector stated . . . "that nothing could excuse Doig's evident carelessness in not keeping a proper look out." He "was "sentenced to two months' imprisonment for neglect "of duty. After serving his term of imprisonment "this company could see their way to reinstate him "as driver at Perth on an express goods train."	Paisley, 26,401-2. 26,804-9.
18,248.		The men in the Dumfries locality have complained to the general manager that the usual system of promotion has been interfered with in favour of men who did not join the strike. "It is a question of "men with somewhere about two years' service in "the locomotive department getting on for driving, "over the heads of men with seven years' servitude." In the Parkhead district, on the North British Railway, "we have the case of a foreman yardsman "who had been over 20 years in the service "and was a first-class workman. He failed "to report one of his subordinates for a slight irregularity . . . and for this offence his services "were dispensed with." "His name was James "Imrie. . . . A fireman in the same district, "named Ketchen, who was loyal to the company "during part of the strike . . . was sent for three "months to prison," for a serious offence. "After "serving his term of imprisonment he was received "by the locomotive foreman at Parkhead . . . and "was reinstated in the service. . . . Then, again, "take the case of engine driver Doig, also a loyal "man, who got promoted during the strike to drive "an express passenger train" . . . and in May 1891, overran the signals at Airth Road Station, "causing a collision. . . . At the Board of Trade "inquiry the Government inspector stated . . . "that nothing could excuse Doig's evident carelessness in not keeping a proper look out." He "was "sentenced to two months' imprisonment for neglect "of duty. After serving his term of imprisonment "this company could see their way to reinstate him "as driver at Perth on an express goods train."	26,871-5. 26,852.
Kingsham, 18,028.	The loss in wages suffered by the employes of the General Omnibus Company amounted to 4,000L.	"The first practical result (of the Caledonian strike) was "the increasing of the mineral men's hours from 10 "per day to 12 per day, which caused the utmost dissatisfaction among the men, as when on strike they "put confidence in the company, and believed that "they meant to do something by way of removing "their grievance instead of increasing them." "The "company tried to crush the life out of the organisation "by spotting the men who took an active part "in the agitation, which could have but one result, "to recoil upon that company when the proper time "came."	26,558. 26,554.
Foreman, 26,207.	The strike on the Great Southern and Western Railway at Cork in December 1889 "resulted in advances of "wages, reduction of hours, payment for Sunday "duty, and overtime reckoned in cases where it had "been ignored before."	The Scotch railway strike of 1890-91 cost the union 30,000L; the loss in wages was not known. "The "North British Railway claimed 20,000L as damages, "and arrested all the strike funds as well as the "property, &c. of the society officials and members "of the executive committee. . . . Since the "strike great improvement has been made in the "hours of the Glasgow and South-Western; the "Caledonian have also improved considerably, but "the improvement on the North British Railway is "very slight indeed, the hours in all centres being still "too long, running up to 13, 14, 15, and even more "hours per day. . . . While the Caledonian Rail- "way has made an endeavour to improve the hours, "long hours are still worked. . . . The agree- "ments entered into between the deputations and "the management had in less than a fortnight been "most flagrantly abused." "One of the violations "is with regard to taking men back again after the "strike. It was promised . . . that the older "men, and especially the married men, would be "taken back first. The younger men were . . . "taken back first, in many cases leaving the married	26,558. 26,554.
Colbourn, 27,965.	"We made an increase of wages of from 1s. to 2s. a week."	The general manager of the Caledonian company stated that no promise had been given after the strike that the married men who had been evicted from their houses would in all cases be taken back into the service first. He had agreed "as far as possible to give effect to the desire" that this should be so, "without drawing a hard and fast line." The case of the two engine drivers mentioned was somewhat different from that of others. It is not correct that "the assistant locomotive superintendent told "the men that no more men would be taken back in "the Motherwell district." He had mentioned that	Thompson 27,911. 27,902. 27,912.
Foreman, 26,208.	The strike of April 1890 on the Great Southern Railway (Ireland) cost the Amalgamated Society of Railway Servants 800L.		
26,215.	The Dublin, Wicklow, and Wexford strike "cost the "society 3,000L, whereas the Great Northern Rail- "way movement only cost 20L, and the Midland "Great Western cost 10L." In the two latter cases the claims of the society were recognised, and no strike occurred.		
Paisley, 26,533.			
26,735.			
Ballantyne, 25,926, 25,931.			

<p>STRIKES AND LOCK-OUTS.</p>	<p>a savage assault had recently been committed there, on a man who had not been on strike, by three or four men who had struck and not been re-engaged, and had "pointed out that if there were repetitions of this kind it would ultimately be the means of preventing the Motherwell men from being re-engaged."</p>	<p>" had remained on duty during the strike considered he had a prior claim. The latter appealed to the locomotive superintendent, who, on considering the relative claims of the two men, reversed the foreman's decision, and reminded him that when the claims of two men were equal as regards competence, willingness, &c., the loyal men get preference in cases of promotion, then after loyal men, new men or men who went on strike but returned to duty before the termination of the strike." This was not in the agreement, which only provided that the strikers " were to be replaced in their old positions so far as they might be vacant, but there was an understanding that in dealing with future vacancies, no man was to suffer because he had been on strike." In this case " the man who had not been on strike was the man who had the best record." The locomotive superintendent " had to determine the appointment apart altogether from the question of the strike," but " the foreman, in communicating his instructions to the men, inadvertently omitted the introductory words as to competence, willingness, &c. and the men were thereby led to believe that " of the strike " had been departed from. The men thereupon appealed to me, and . . . an interview took place," after which the men obtained an explanation from the foreman, and " agreed that " matter should drop on the understanding . . . that in future promotions the part taken during the strike have no consideration." That was after the date of the evidence previously given on this point. " A similar question had been raised at Dunfermline, and on the same day an interview took place with these men," who also stated that they intended " to remain satisfied in the meantime." " It is alleged that the company have acted vindictively towards men who were on strike, or shown partiality to those who remained on duty. The first case is that of a yardsman named Imrie." He " was dismissed for permitting drunkenness in College Goods Yard under his charge . . . Of the four men dismissed . . . for their share in the irregularity . . . two had been on strike and two remained at duty. Fireman Ketchen . . . who was a registered driver . . . fired his revolver in the street, causing the death of a woman, for which he suffered three months' imprisonment. On his release his former foreman recommended the locomotive superintendent to re-employ him, as he had been a good workman, and he was put on as a cleaner. . . . Fireman Rowntree, after his release from prison, was re-engaged as a cleaner, on the application of the superintendent of the Prison Aid Society . . . to whom Rowntree had been recommended on account of his character in prison being good." In the case of the engine driver Doig, who overran the signals, and caused a collision, the Board of Trade inspector's report, while stating that " nothing could excuse Doig's evident carelessness," added that " he was certainly misled by the action of the (Caledonian) signalman at Allos Junction." " The locomotive superintendent, in consideration (of this) re-employed him as a goods driver at a reduction of pay." There is no favouritism in the matter of short payment and overtime payment. " Unless we are to dismiss men when traffic is slack, we shall not be able to avoid, during these slack times, short paying the men. . . . The reason why the higher paid men are not subject to short time, is that they are enginemn employed on regular passenger and goods trains. . . . You cannot put an express driver on a mineral train."</p>	<p>STRIKES AND LOCK-OUTS.</p> <p>27,101.</p> <p>27,102.</p> <p>27,103.</p> <p>27,104.</p> <p>27,105.</p> <p>27,106.</p> <p>27,107.</p> <p>27,108.</p> <p>27,109.</p> <p>27,110.</p> <p>27,111.</p> <p>27,112.</p> <p>27,113.</p> <p>27,114.</p> <p>27,115.</p> <p>27,116.</p> <p>27,117.</p> <p>27,118.</p> <p>27,119.</p> <p>27,120.</p> <p>27,121.</p> <p>27,122.</p> <p>27,123.</p> <p>27,124.</p> <p>27,125.</p> <p>27,126.</p> <p>27,127.</p> <p>27,128.</p> <p>27,129.</p> <p>27,130.</p> <p>27,131.</p> <p>27,132.</p> <p>27,133.</p> <p>27,134.</p> <p>27,135.</p> <p>27,136.</p> <p>27,137.</p> <p>27,138.</p> <p>27,139.</p> <p>27,140.</p> <p>27,141.</p> <p>27,142.</p> <p>27,143.</p> <p>27,144.</p> <p>27,145.</p> <p>27,146.</p> <p>27,147.</p> <p>27,148.</p> <p>27,149.</p> <p>27,150.</p> <p>27,151.</p> <p>27,152.</p> <p>27,153.</p> <p>27,154.</p> <p>27,155.</p> <p>27,156.</p> <p>27,157.</p> <p>27,158.</p> <p>27,159.</p> <p>27,160.</p> <p>27,161.</p> <p>27,162.</p> <p>27,163.</p> <p>27,164.</p> <p>27,165.</p> <p>27,166.</p> <p>27,167.</p> <p>27,168.</p> <p>27,169.</p> <p>27,170.</p> <p>27,171.</p> <p>27,172.</p> <p>27,173.</p> <p>27,174.</p> <p>27,175.</p> <p>27,176.</p> <p>27,177.</p> <p>27,178.</p> <p>27,179.</p> <p>27,180.</p> <p>27,181.</p> <p>27,182.</p> <p>27,183.</p> <p>27,184.</p> <p>27,185.</p> <p>27,186.</p> <p>27,187.</p> <p>27,188.</p> <p>27,189.</p> <p>27,190.</p> <p>27,191.</p> <p>27,192.</p> <p>27,193.</p> <p>27,194.</p> <p>27,195.</p> <p>27,196.</p> <p>27,197.</p> <p>27,198.</p> <p>27,199.</p> <p>27,200.</p>
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STRIKES AND LOCK-OUTS.	B.—TO THE EMPLOYERS.	STRIKES AND LOCK-OUTS.
Jenkins, 17,817.	"Many proprietors sold off their property" as a result of the cab strike of 1882, "and made capital out of the sale." Many persons would attend a sale which they believed was forced on a proprietor by a strike, which they would not attend if it were an ordinary sale of worn out property; and in consequence the proprietors were able "to weed out the worst horses and cabs," and start again in a few days "with nearly the same amount of property as before."	26,261.
17,818.	The cost of the 1891 strike "to the hackney carriage" trade was something like 3,000 <i>l.</i> on the masters' side.	Munnell, 27,322, 27,332.
Chapman, 18,115.	The General Omnibus Company lost 8,000 <i>l.</i> during the week of the strike. Out of this sum, 6,000 <i>l.</i> was the cost of current expenses, "of the 6,000 <i>l.</i> , about 5,000 <i>l.</i> was for feeding the horses, who were unproductive during the time, and 1,000 <i>l.</i> covers the staff and establishment expenses. In addition to that, if the omnibuses had been at work . . . they would have made a profit of 2,000 <i>l.</i> " "The horses suffered a great deal by their enforced rest . . . and the relief drivers, who were inexperienced men, overdrove and worried the horses."	Findlay, 26,018.
Kingham, 18,053.	"The strike cost the company several thousand pounds."	
18,024.	The omnibus strike of 1891 affected the North Metropolitan Tramways Company, and involved an increased expenditure of over 20,000 <i>l.</i> a year.	
18,025.	"We (the tramways managers) have had to make certain concessions to the employés in consequence of 'strikes in other trades.' For instance, during the dock strike . . . I admit frankly that concessions were made, although they were only a part of the policy of the company that had been carried on for years. The policy was precipitated, and a reduction in the hours of labour was then made at a cost of 12,000 <i>l.</i> a year."	
Edgson, 26,850.	"The extra expense (to the Road Car Company) consequent upon the reduction of hours was between 7,000 <i>l.</i> and 8,000 <i>l.</i> , equal to a dividend of 5 per cent. per annum for the half year."	
Adamson, 18,248.	The loss entailed by the strike upon the London Omnibus Carriage Company was estimated at 1,500 <i>l.</i> for the six months ending with June 1891. "The following six months ending December, which brought into force the extra wages for the drivers and conductors and horsekeepers, entailed a direct increase in expenditure of 1,410 <i>l.</i> , . . . leaving the company with a balance of 302 <i>l.</i> to the good. The extra (expenditure) in wages of 1,410 <i>l.</i> was equivalent to 8 per cent. on the company's paid up capital."	
18,244.	The advance in wages after the Great Southern Railway strike in 1889 cost the company about 7,000 <i>l.</i> a year.	
Duff, 18,380.	The strike of April 1890 on the Great Southern Railway (Ireland) "cost the company 1,000 <i>l.</i> a day in loss of traffic."	Jenkins, 17,822.
Jones, 18,460.	The strike at Garston Dock "cost the (London and North-Western Railway) company some 5,000 <i>l.</i> or 6,000 <i>l.</i> , but it was necessary that we should assert that authority which we have a right to have with regard to our property in dealing with our own business at a public dock."	
Colhoun, 27,308.		
Foreman, 26,208.		
Findlay, 26,047.		
	C.—TO THE COMMUNITY.	
	"The Metropolitan Police Reports clearly prove that recent agitations amongst London cabbdrivers have crippled and reduced the efficiency of the hackney carriage industry in the metropolis. . . . In 1882, with a total of 9,982 vehicles licensed, 1,204 of the number are returned as new, whilst in 1890, when the total number licensed had risen to 11,297, only 801 are returned as new vehicles. . . . The effect of the agitation resulting in strikes, though not perceptibly reducing the total number of cabs licensed, has resulted in the general deterioration of the property involved."	
Foreman, 26,208.	After the Dublin, Wicklow, and Wexford strike, the company engaged a number of men to take the place of the 250 men who were dismissed. Some of the new hands, the witness stated, were men who had been previously dismissed for drunkenness, incapacity, and misconduct. The result was that there	
	were "more accidents on the Wicklow now than on any other line in Ireland. The Board of Trade will show it." The witness was, however, unable to adduce figures in confirmation of his statement.	
	The secretary of the company stated that they "obtained a staff of very excellent servants." "The Board of Trade Returns . . . refute the statement" as to accidents on the Wicklow line. "Accidents have been very few and trifling, and not one of them has been traced to the new hands employed."	
	"This very year the (Miners') Federation . . . ordered the miners to cease work for a whole week, with the result that the miners lost their wages; the trade was not affected at all by what took place, but, as far as the railway companies were concerned, I have not the slightest hesitation in saying that we lost from 50,000 <i>l.</i> to 60,000 <i>l.</i> of net money . . . by the action of the federation." This action "was to the disadvantage of the men, the disadvantage of the public, by raising the prices of coal immensely during the period the enforced idleness continued, and it lost money to the railway companies and the manufacturers as well. Then, again . . . take the question of the Durham strike of miners alone. See the effect of that, not only in the immediate district itself, but . . . also in the Barrow district. The non-supply of the fuel for the coke, which is necessary for the smelting of the iron, not only affected the people of Durham itself, but it stopped the production of iron in all these important districts, and brought distress and poverty to the doors of everybody."	Munnell, 27,322, 27,332.
	IV.—PREVENTION AND SETTLEMENT OF STRIKES.	
	A.—ACTION TAKEN BY THE EMPLOYED.	
	"The (cab) strike of 1891 lasted something like 13 weeks and the proprietors would not receive a deputation. We offered arbitration, we offered everything that was possible to offer to try to bring the thing to a close. Our secretary suggested Colonel Henderson, or anybody that they might appoint to meet us and discuss the affairs . . . and the proprietors would not answer the letters that were sent, and would not entertain it (the proposal for arbitration) in any way whatever."	Findlay, 26,018.
	"If the (railway) companies had acknowledged the receipt of (the men's) communications, and had entered into negotiations with the officials, there would have been no strike at Hull . . . It showed the necessity of the railway officials communicating in a proper manner with our union when they were asked to do so."	C. r. k. 27,374.
	With regard to the strike on the Great Southern Railway (Ireland) a witness pointed out that "had the company recognised the local branches of the society on this occasion this strike would not have taken place. They totally ignored the communication of the men, consequently the men were driven to the necessity of accepting an ignominious defeat or fighting for the recognition of their society. The Archbishop of Dublin, when he met the traffic manager . . . was told that the company objected to receive any communication written on note paper of the Amalgamated Society of Railway Servants."	23,170.
	B.—ACTION TAKEN BY THE EMPLOYERS.	
	In connexion with the threatened strike among the employés of the London Road Car Company, November 1889, "when the principal alleged grievance was the long hours . . . the board of the company . . . recognised that grievance . . . and they transmitted (to the London General Omnibus Company) an excerpt from the minutes" deprecating the system, and inviting the board of the other company to confer with them as to the best means of reducing the same. "It was felt that we could not possibly offer to shorten the day except by joint action with the other company. The reply to that letter . . . was a refusal to confer with our board on the question." "The directors stopped all the cars for one day and called a meeting of the men and laid before them the facts of the case, and the men unanimously passed a resolution accepting the explanation of	Foreman, 26,208.
		Duff, 18,380.

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Foreman, 26,225.

"the directors, and declared a determination not to strike.
In March 1890, "there was a movement (on the Irish Great Northern Railway) which created a great deal of excitement. The company had not given concessions to the extent that the men desired," and when all attempts to come to a settlement had failed, the men "determined that they would exercise the powers of combination and go on strike. Their notices were sent in, but . . . two days before the expiration of the notices, the company sent for a deputation of the men, and for the official representative of the society, and at a conference held in their board room, terms of settlement were come to, with the result that the strike notices were withdrawn."

Foreman, 26,225.

In 1891 there was a movement among the men on the Belfast and Northern Counties Railway for improved conditions of service. They obtained "some slight reductions in the hours of duty," but remained dissatisfied, and placed the movement in the hands of the secretary of the Amalgamated Society of Railway Servants. He asked the directors to grant him an interview, that they might come to some amicable understanding. They agreed, and "held a special board meeting for the purpose, and we discussed the programme of the men for over a couple of hours. This conference resulted very satisfactorily so far as the hours were concerned, for it has established . . . 10 hours a day, each day to stand by itself, time and a quarter (pay) for overtime, and time and a quarter for Sunday duty."

Colhoun, 27,228.

"I consider that the best preventives (of disputes) are an assiduous care and concern for the well being of the staff, prompt consideration and redress of any well founded complaint, a generous provision in the case of men who have long and faithfully served their employer, or who have suffered injuries in the performance of their duties, a liberal contribution to a sick or accident fund, and the supplying of cottages and gardens at reasonable rents. . . . How to prevent such strikes as we have had experience of in the times of the Amalgamated Society of Railway Servants in Ireland, that is, since April 1890, I am quite at a loss to know."

C.—ARBITRATION AND CONCILIATION. (See SPECIAL ABSTRACT.)

D.—INTERVENTION OF TRADES COUNCILS.

Paton, 10,033.

The men employed on the tramways of Glasgow complained regarding their excessive hours of labour, and a number of other petty grievances "the result was that a great agitation was got up in Glasgow in 1888 and 1889" but the Glasgow Trades Council prevented the agitation from becoming a strike "by recommending the tramway servants not to strike under the conditions of labour which they were then under."

10,048.

E.—MUNICIPALISATION.

Hewley, 17,408-918.

"I think cabs should be owned and worked by the municipality."
Speaking for the servants of the North Metropolitan Tramways Company, "one of the employers stated that he had "palpable evidence exhibited by the men that" municipal control of the tramways "was not a popular idea with them." This witness also referred to the "deficiency in two years' revenue of the Huddersfield Tramway Company," "the only case of such municipalisation which he was acquainted with."

Adamson, 18,323.

Cole, 18,313.

"Although we as an organisation (the Municipal and Incorporated Vestry Employes' Union) do not believe in strikes, that is only (important) as it relates to us, because we so shape our course that we obtain at the vestry elections what other organisations have to provide a fund to strike for . . . We strike through the ballot box."

18,314.

F.—STATE REGULATION OF HOURS OF LABOUR. (See ABSTRACT No. II., pages 125-9.)

G.—ORGANISATION OF EMPLOYEES AND EMPLOYED.

Jenkins, 17,228.

A witness stated with reference to the cab trade that "if masters had a very strong association, and the drivers had a very strong union, that strikes would

"be avoided." He believed, "they would be able to meet together and discuss affairs if only they would recognise one another. . . . There are many other grievances that would be remedied if (both sides) were well organised and took one another into confidence instead of fighting one another."

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A cab proprietor, on the other hand, thought that "the men should not be led away or interfered with in such matters, and that each man should be left to do his business with his master." He did not object to the men belonging to an association, but thought that "they meddled with things out of their province, and some of the leaders sought to create for themselves a position."

Chapman, 19,209.

Referring to the North Wall strike, the witness stated: "If the Great Southern Company had been friendly towards our society, and if I could have been allowed, as the representative of the men, to have conferred with the traffic manager, . . . I feel certain that we could have made some arrangement which would have prevented the lock-out of these men."

Foreman, 26,212.

"If employers of labour and particularly railway companies will persist in refusing to recognise or treat with legitimate societies formed by men . . . I see nothing else in the future for us but a number of labour struggles. . . . Therefore I say the best preventive to strikes . . . is a full, free, and respectful recognition of those organisations, conciliation, and the discussion of points at issue. But at the same time I am convinced of this, that it is of no use talking of conciliation or arbitration . . . until we have strong organisations. Experience has proved that an employer of labour, no matter how generous he may profess to be never thinks of offering arbitration or conciliation, or even advances of wages to his workmen, unless they have an organisation strong enough to command respect. . . . Arbitration does not exist for disorganised men."

26,220.

26,223.

"I am of the opinion that if the employers would recognise that their workers have the same right to combine that they themselves have, and treat with them accordingly, many of the disputes (that now result in strikes) would be amicably settled."

Ballantyne, 25,054.

H.—LIMITATION AND CONTROL OF LICENSES AND CERTIFICATES.

"Licensing (of the carmen) would make a great difference. At the present time anyone can go to a yard and get a day's driving, and once they get a day on they are all right. Licensing would ensure their being competent, and the employers would be better off. . . . In fact it would be better in all ways."

Ballard, 17,710.

"The drivers hope by limiting the number of licenses, their condition will be improved. The proprietors are opposed to such limitation. Naturally they would be."

Mills, 18,043.

I.—LEGISLATIVE INTERFERENCE WITH PRICE.

"A cabman is bound to do his work at a certain price; he must not say to the public, I have to pay so and so for my cab, and I cannot afford to let you ride for so and so, but he is bound by the law to take the price, but the law does not say what price the proprietor shall charge the driver. . . . I am greatly in favour of that myself," i.e., as a preventive of strikes in the cab trade.

Levick, 17,379-80.

"Taking the limits of the trade as defined we see that one man's property, lot for lot, may be worth ten times as much as that of another man. . . . In the circumstances we may judge what the effect would be, should Government attempt to fix the price the proprietor must charge the driver for the daily hire of his cab and horses. That is a principle, which in its essence is alike opposed to progress, enterprise, and all social and economic law." "The liability of the cab proprietor in the exercise of his business is an unknown quantity; that of the cabdriver is practically nil."

Scott, 19,229.

19,228.

J.—DIRECT INTERCOURSE BETWEEN EMPLOYERS AND EMPLOYED.

The London and North-Western Railway Company have always dealt directly with their men, and this course was recommended by the general manager. "When once a strike begins it is a question of who is the strongest. In fact every effort is made by the

Findlay, 25,550.

* For an account of the history and working of the Huddersfield Corporation Tramways see the evidence of Mr. J. Pugsan, Questions 18,740-18,822. For an account of the tramways owned by the Corporation of Glasgow, see the evidence of Mr. W. Paton, Questions 18,025-18,104.

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"trades unions to gain their point, and the companies or the public employers of labour naturally feel that all the weight that they can bring to bear must be brought to succeed in the contention as to who is to be master. But long before that there are conditions of things which ought to prevail between the men and the employers which would never bring it to the ultimate question of a strike, and from my own experience that is the principle upon which not only we, but most of the railway companies" have acted. "I strongly object in principle to . . . dealing with the representatives of trade unions, because in the matter of railway work, the first thing to maintain for the proper conduct of the traffic and for the safety of the public is a strict and fair discipline, so that men know whom they have to appeal to and that they have no outside authority to deal with. . . . You might as well expect to have trades unionism in Her Majesty's Army as to have it in the railway service. The thing is totally incompatible. I do not object to the existence (of the union), but I do object to dealing with men through the instrumentality of any third party."

25,932. The witness was of opinion that there had been fewer labour conflicts in the railway service than in any other industry; he also considered that the strike of enginemen on the Midland Railway and the Scotch railway strike "ought, under proper direction and a little prudence on both sides, to have been avoided."

Findlay,
26,005.

The prevention of strikes "really is the secret of management. You find some men, by concessions made early, when difficulties or strikes are threatening, tide them over and have no trouble and no bother with the men; that is entirely a matter of tact and discretion and determination, whether or not you are prepared to make any concession at all, and (of) interviews with the men. . . . I think wherever strikes have occurred it has been by the headstrong view of the men themselves, who could not be controlled by those who represent their societies, or in some cases, I am bound to say, by the folly of those who do represent the men. . . . Often there is a good deal of temper and a good deal of want of discretion on both sides."

26,041.

"By a little care and tact and judgment, and concession timely given, most strikes could be avoided."

Abbott,
26,097.

In 1878 the signalmen on the Midland Railway became discontented with their wages and other conditions of service, on account of the increase of traffic and the introduction of the block system, which made their duties more responsible and difficult. A proposed reduction of wages caused further agitation, and "the public fully expected the signalmen would make common cause with the guards and join them in the strike." The witness convinced the general manager that "the only thing to avoid a strike . . . was an interview between (the signalmen) and the directors. This interview was held as soon as possible," and the directors resolved to reclassify the signal boxes so as to reduce the hours. The strike was prevented, and "since that time . . . no obstruction has been placed in the way of the signalmen meeting the directors when they have thought it necessary to do so."

Ballantyne,
26,091.

The Scotch railway strike of 1890-91 was settled by conference between the companies and the men. "During the whole running of the strike no direct overtures were made by either of the contending parties until those I have referred to, when the settlement was arrived at. It will, therefore, be seen that immediately they came together a settlement was arrived at. . . . During the running of the strike civil actions by both companies had been entered into, and 15 families had been evicted in Motherwell by the Caledonian, they also having obtained decrees for £1. 18s. against each of over 240 men in Hamilton and Motherwell, payable by weekly instalments of 3s. for firemen, 5s. for brakemen, and 7s. 6d. for drivers. . . . It was a condition of their agreements that all legal actions be discontinued, and the tenants to get their houses as they returned to work on the Caledonian. . . . It was said during the strike that the officials or leaders stood in the way of a settlement. This statement was entirely groundless, as our general secretary stated time after time that he would be no party to stand in the way

"of a settlement if such could be arrived at by any honourable means."

"Had the railway companies recognised and treated with the representatives of the men, I am confident an amicable settlement could have been arrived at."

The general manager of the North British Railway contradicted the statement that during the whole running of the strike "no direct overtures were made by either of the contending parties" until those which resulted in the settlement.

"The strike began without notice on Monday, December 22nd, and on Saturday, December 27th, which was the sixth day of the strike, Mr. Walker (then general manager) met the Lord Provost and Councillors Bruce and Ritchie of Dundee, when terms for resuming duty were arrived at. Those terms were embodied in this memorandum:—The deputation urged upon Mr. Walker the pressing necessity of coming to an immediate understanding with the men on strike, as the manufacturers, traders, and general public of Dundee were much inconvenienced by the present state of matters. After discussion Mr. Walker expressed his readiness to meet, on Monday morning at 11 o'clock, a deputation consisting of an employe from each class of North British servants now on strike, and arrange for meeting the respective classes within the next fortnight, to discuss any question that may be brought forward, provided the North British men now on strike resumed work on the morning of Tuesday the 30th December. Councillor Bruce and Councillor Ritchie undertook to use their good offices to bring about an understanding on the above basis. I am informed that these gentlemen went back to Dundee, and saw the men there who were on strike, and the men agreed to those terms, and telegraphed to the executive of the Amalgamated Society at Glasgow expressing that decision, and asking that they should be represented on the deputation to the directors.

"Afterwards Mr. Walker had interviews with, among others, the Earl of Aberdeen, Mr. Haldane, M.P., and Principal Rainy, when the same offer was repeated. . . . Notwithstanding these repeated overtures, it was not until January 29th, or 39 days after the strike had begun, that the offer made by Mr. Walker on the sixth day of the strike was accepted. On that day a meeting took place with representatives of the men, and a minute of arrangement was drawn up," stating that Mr. Walker "intimated to (the deputation) that the company were still prepared to withdraw all prosecutions against the men, and that they should be restored to their former positions, so far as the same may be now open; and further, that on the resumption of work, he would at once arrange for meetings of the men with the directors, within a fortnight thereafter, to discuss any question whatsoever that may be brought forward. Mr. John McMath inquired if the foregoing would cover the action against the Society, to which Mr. Walker replied in the affirmative, as he was sure there was no intention on the part of the directors that any source of bitterness should subsist between the company and the staff. Arrangements were at once made for holding the proposed meeting with the directors. That meeting took place on the 18th February, and the result of it was communicated in a circular, which was issued to the staff on the 16th March 1891, and modified slightly on the 1st June 1891."

K.—"FREE TRADE IN LABOUR."

With reference to the omnibus strike, a witness submitted that "the only way to prevent strikes is to maintain free trade in labour. . . . If a body of men think proper to discharge themselves because they are not content with the conditions under which they are employed, and other men are willing to take their places under those conditions, they ought not to be allowed forcibly to prevent those men from undertaking the work." "Men placed upon picket should be warned to leave the premises if they are picketing, and if they failed to do that, they should be arrested by the police, and prosecuted for breaking the law."

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26,004.

Connacher,
27,105.

27,108-9.

27,111.

Kingham,
16,026.

16,026.

ABSTRACT No. II.

THE EIGHT HOURS' DAY.

LIST OF WITNESSES.

TRANSPORT BY LAND.

TRAMWAYS AND OMNIBUSES.

The Employed.

MR. H. PEIRCE, Driver to the General Omnibus Company, Eastern District of London.
 MR. F. HAMMILL, President of the Amalgamated Omnibus and Tramworkers' Union.
 MR. P. A. TYRRELL, Secretary to the Dublin and District Tramway Union.

The Employers.

MR. R. L. ADAMSON, General Manager of the North Metropolitan Tramways' Company.
 MR. T. POGSON, Manager and Engineer of the Huddersfield Corporation Tramways.
 MR. W. J. C. WAIN, President of the Tramways' Institute of Great Britain and Ireland.

CARS, DRAYS, AND LORRIES.

The Employed.

MR. E. BALLARD, Organising Secretary of the London Carmen's Trades Union.
 MR. J. COLE, National Municipal and Incorporated Vestry Employés' Union.
 MR. R. LEMMON, Carters and Horsemen's Union, Greenock and Port Glasgow.

RAILWAYS.

The Employed.

MR. A. CLARK, General Secretary of the Railway Workers' Union.
 MR. J. CLIFTON, Amalgamated Society of Railway Servants, Birmingham.
 MR. A. BALLANTYNE, Amalgamated Society of Railway Servants, Scotland.
 MR. W. FOREMAN, Amalgamated Society of Railway Servants, Ireland.
 MR. J. PAISLEY, Amalgamated Society of Railway Servants, Scotland.
 MR. A. GOODLET,
 MR. T. BALLANTYNE,
 MR. J. MUDIE,
 MR. W. MELROSE,
 MR. C. FOX, } Caledonian and Scottish North-Eastern Railway Companies' Service.

The Employers.

MR. J. THOMPSON, General Manager of the Caledonian Railway Company.

TRANSPORT BY LAND.

EIGHT
HOURS'
DAY.EIGHT
HOURS'
DAY.

OMNIBUSES AND TRAMWAYS.

EVIDENCE OF THE EMPLOYED.

Mr. H. PEIRCE (Driver in the eastern district of London, employé of the General Omnibus Company).

Protest
against
legislative
interference
with hours
of labour.

When the witness and his colleagues heard that a deputation of the union men were going to wait upon Lord Salisbury to discuss the eight hours' day, they held a meeting, and at the request of the men there was written a letter to Lord Salisbury to show that those people calling on him with regard to the eight hours' day did not represent the omnibus men. They fully opposed any eight hours' day. They should consider any legislation on the subject a gross interference with the liberty of the subject (22,657).

Mr. FREDERICK HAMMILL (president of the Amalgamated Omnibus and Tramworkers' Union).

Attempts to
work an
eight hours'
day.

The witness had taken an important share in an attempt to establish a co-operative system for running omnibuses, in which it was proposed to work on the eight hours' system. The promoters of the scheme would be prepared to hand over the whole of it to the municipality at a fair valuation, on the condition that the municipality guaranteed to work the employés the same number of hours, and worked with the same object in view as they had. The eight hours' system can be worked satisfactorily, as it is in Huddersfield, in two shifts (22,701-2). In the meantime, on the two co-operative omnibuses which have been started, they have been endeavouring to work as near as possible to an eight hours' day; but the men who are working at it are so anxious that it should be successful that they are desirous of working more than eight hours a day to start it. They have not worked more than ten hours at any time, and in order to achieve this they stop running for a few hours in the middle of the day, when traffic is quiet (22,805-7).

Aim in ad-
vocating an
eight hours
day.

The witness advocates an eight hours' working day because it will give the workers time for mental and general improvement. We cannot expect, he says, to obtain even a majority in favour of an eight hours' day against the selfishness that exists, while the men are in their present uneducated state. The improvement which the change would result in, if decided on, would give the workers such a power by educational enlightenment, that they would be able to handle the great question, which is the land question. The witness' personal opinion is, that even if an eight or six hours' day were established, we should be practically no further than we are to-day, unless the land becomes the property of the State. The argument for giving extra employment to the unemployed is not one on which the witness lays much stress (22,950-2).

Adjustability
of the
industrial
system
alleged.

He believes that the whole industrial system would at once readjust itself to a general compulsory eight hours' day. Supposing it were now the custom to work seven days a week, and the suggestion were made to enforce one day's rest a week, its advocates would be told that the whole industrial system was in danger of dislocation. Readjustment to a compulsory eight hours' day may be readily expected; any industry which has to be carried on at the cost of low pay and long hours ought not to be carried on at all (22,703).

An inter-
national
eight hours'
day desir-
able.

To be thoroughly successful the eight hours' day ought to be international. Some cloth manufacturers with whom the witness had recently come in contact, can purchase Belgian productions for 3d. a yard less than they can afford to make it themselves. This, at once, proves the need for making the question an international one (22,714, 22,811). And yet the witness holds that there are certainly trades where it can be applied independent of international action (22,812). It is worth trying, even if it is only "experimental legislation." England ought to set the example, as England has so long been practically the workshop of the world (22,814, 22,823).

England
should lead
the way.

The witness is prepared to accept the eight hours' day by instalments if it cannot be obtained otherwise, but

he thinks it best to advocate aggregate efforts on the part of the workers. If the capitalists make difficulties, let the capitalists solve them (22,833-22,835).

The profit from production is so large that it can afford a general reduction of hours (22,856). The trades unionists are tired of fighting through strikes for the shortening of hours, which, if won during the strike, cannot be retained, as is instanced by the railway and other recent strikes. We should not wait for the majority of the workers of any particular trade, we should determine the matter by putting it before Parliament at once (22,847-9). But not much after all may be expected from the present members of the House; perhaps the only course to obtain it is by the continuous education of the workers, which will bring them to the witness' opinion. Then they will obtain the eight hours' day by Act of Parliament (23,350). Supposing this could be obtained at once, the witness would not relieve any trade from its application. Even seasonal trades, e.g., bricklayers, agricultural labourers, should not be exempt (22,852, 22,748-51).

Profits can
bear the
strain.

No trades to
be exempted.

Any minority, however large, opposed to it in any trade might safely be ignored, because the minority who vote against the eight hours are not sufficiently educated to the advisability of it and the necessity of it (22,752).

Enforcement of the legislative eight hours' day should be by penalties applied on both sides. Penalties might be a fine for a first offence and by imprisonment for a second and third offence, though not with hard labour (22,754-8).

Penalties
to enforce
an eight
hours' day.

The failures shown by history, of State legislation with regard to hours and labour in the last four or five centuries, should not be allowed to warn us from trying like experiments under existing industrial arrangements, for the reason that we are living in different times and under different systems (22,761-70).

History is
not a guide
to the
present.

In some occupations men would be able to produce as much in eight hours as they are able to produce in nine or ten. In others they would not be able to do so, because a piece-work system has been introduced at a given price, which has been constantly cut down, until the employers have ascertained exactly what a man could produce by the exercise of the whole of his physical force for 10 consecutive hours. In trades where that system is carried out systematically, reduction of hours would mean lessened production. But profits can afford the loss (22,716-9).

Presumed
effects on
production.

If an eight hours' day is introduced and properly systematised, it will give the men greater pleasure to do their best for their employers; and that will ultimately be better for both sides. A conductor on an omnibus, for example, who is "certainly engaged in a skilled trade," is more beneficial to his employer during the first eight hours than he would be in the second eight hours during a 16 hours' day. He will be more attentive to his work during an eight hours' day (22,720-2).

Presumed
effects on
the worker.

Mr. P. A. TYRRELL (secretary of the Dublin and District Tramway Union).

The Dublin Trades Council, with which the witness' union is connected, have given an expression of opinion in favour of an eight hours' day at Public Meetings in the Phoenix Park. The witness could not give an exact report of the terms of the resolution, but he knew that "the eight hours' day was a "specific and forward point in it" (24,689-94, 24,713).

Dublin
Trades
Council in
favour of an
eight hours
day.

The trades generally favour an eight hours' day. There are some of them in favour of an international eight hours day, i.e., "international as between England and Ireland." "Some of them claim that it ought to be an eight hours' day, and some claim that they ought to create it under any circumstances," but the witness is "of opinion individually that an eight hours' international day should be the thing." The change should be "enacted by the legislation of unionism." "That is better than by appealing to the statute" (24,696-7, 24,715-7).

Some of the
trades
favour an
inter-
national
eight hours
day.

The change
to be effected
by unionism
and not by
statute.

EVIDENCE OF THE EMPLOYERS.

Mr. ROBERT LAURENCE ADAMSON (General Manager of the North Metropolitan Tramways Company).

Eight hours' day only to be desired if it does not involve reduced wages.
 This witness agreed that an eight hours' day would be very desirable for the men, provided that they could get the same pay as they could for the longer hours (18,348). But his knowledge of the general feeling on the matter led him to say, that the men would be against any change in that direction which involved reduction in wages (18,348, 18,350).

Mr. JOSEPH FOGSON (Manager and Engineer of the Huddersfield Corporation Tramways).

Application of eight hours' day by means of a double shift.
 On the Huddersfield Corporation Tramways the hours for engine drivers and conductors are eight per day (18,757). This eight hours' day has been in operation for four years on May 1st (19,017). At the time it was introduced the trams had been running fourteen hours a day. The hours were then changed to sixteen, and the system of double shifts was adopted (18,763, 19,022). Wages were reduced from 32s. to 26s. in the case of drivers, and from 23s. to 21s. in the case of conductors. The increased earnings for the two extra hours more than covered the increased cost of working (18,764, 18,873, 19,022).

Reduction of wages.
 Since these changes there have been no disputes or troubles with the men and the witness was of opinion that if the old system of hours had continued disputes would have been inevitable (18,765-6). The witness declares the statements in Mr. Sidney Webb's book, "The Eight Hours' Day," with regard to the profits of work under this system, to be correct. The sentence, "the hours of labour have been reduced to eight per day without increase of fares or deficit on the working" is correct (18,803-18,807, and foot note).

Disputes avoided.
 There has never been any suggestion at all on the part of the employed that they wished to have longer hours and thereby obtain an increase of pay. The witness had been told by outsiders that that was so, but he asked the men to meet him and vote by ballot as to whether they were satisfied or not. Every man, both driver and conductor, voted for the present condition (18,911-2). The proposition was put, "satisfied" or "dissatisfied with the present arrangement." Every paper was a "yes"; there was not a single "no" (18,918).

No objection by employed to the system.
 The witness was of opinion that it was only just that the men should be relieved from excessive hours and that twelve or fourteen hours is a longer period than a man is physically capable of performing the duty (18,767, 18,877). He is perfectly certain that the introduction of the eight hours has not been a cause of loss to the company. There was a loss in 1889 of 151L., not attributed to this (19,018, 19,021).

Mr. W. J. C. WAIN (President of the Tramways' Institute of Great Britain and Ireland).

Opinion obtained by ballot.
 Increase of wages has been granted to tramworkers in South Staffordshire and other parts of the country. If there was a universal reduction of hours to eight a day, maintenance of the raised rate of pay would drive the companies into bankruptcy (23,712-23,204).

Employers' opinion in favour of an eight hours' day.
South Staffordshire rate of wages could not support an eight hours' day.

CARS, DRAYS, AND LORRIES.

EVIDENCE OF THE EMPLOYED.

Mr. EDWARD BALLARD (Organising Secretary of the London Carmen's Trades Union).

Right Hours' Bill advocated.
 This witness declared that the members of his union were greatly in favour of the Eight Hours' Bill being passed in London, because it would make a difference to carmen. As things are at present, a carman can go and deliver his goods at any time of the day. There are shops in London that will take goods in at 11 or 12 at night (17,713).

As an organisation, however, his union had not adopted any method of reducing hours except by petitioning the employers; the competition at present is so great, that no other method is open to them (17,713).

Mr. JOHN COLE (of the National, Municipal, and Incorporated Vestry Employes' Union).

Relief expressed in the possibility of an eight hours' day.
 The witness said that his union had not been able to make much headway with the hours. They had reduced the hours to 10 in Camberwell, but they find that there is great difficulty in reducing

the hours down to something like what is reasonable. Of course, the witness said, the men of his union think and believe that in time they will get the eight hours established by law, and that then there will not be quite so much competition, and they will be enabled to get, perhaps, a higher rate of wages even than they can at the present time (18,217).

Mr. ROBERT LEMMON (of the Carters and Horsemen's Union, Greenock and Port Glasgow).

In view of the small success attending the efforts of the unions to enforce shorter hours and keep up the rate of wages, the witness was inclined to think that legislation might do something in the matter. But he was not prepared to say just what it should do. An eight hours' day would be too large a jump from the present hours, which are double that. Preparations in that direction must be first made (23,048-9, 23,057).

RAILWAYS.

EVIDENCE OF THE EMPLOYED.

Mr. ANDREW CLARK (General Secretary of the Railway Workers' Union, Plymouth to Carlisle).

The witness' union has, as a body, pledged itself to the legal eight hours' day for all classes of workers as well as for railway workers. The eight hours' day so advocated is not an absolute eight hours per diem, but is to be calculated at the rate of 48 hours per week. There is very great complaint among railway men of the length of present hours of work (23,410-3, 23,545-8).

In some cases it certainly might occur that a given limit of hours would have to be passed, e.g., in case of accident or blocking of the line, but the witness considers that such cases need not affect the decision as to the general principle that if a man works 16 hours one day, he should be off work the next day. These supposed 16 hours' work are not to be considered as two days' work and be paid accordingly. Overtime is under all circumstances to be paid as overtime (23,551-61, 23,990-5).

The mode of meeting extra traffic due to seasonal or other causes should, in the witness' opinion, be solely that of employing more men. As to the question whether the extra men taken on at a busy season should be retained through the slack months of the year, he considered that that would be more for the companies to deal with than for a man in his position. He would like to see the work more divided among those who are in the employment, and that they should be kept for the purpose of coping with that glut of traffic again. Reduction of the hours is preferable to discharging any of the staff (23,904-24). This reduction of hours of work during slack times should not involve reduction in the rate of wages; railway workers are generally paid weekly wages. As a rule they are not paid by the day like mechanics. The companies should pay the same wages for 40 hours a week, in order to keep their whole staff employed, as they pay for 48 hours a week. In no case should the hours be raised above 48 (23,925-9).

The witness had only roughly calculated the cost of such a system. He first thought it would include "1 1/2 per cent.," but he corrected this estimate "from 1 1/2 to 1/2 per cent." He said less than 1/2 per cent. would be enough (23,588). About one in every five men would require the increased pay. On the Caledonian, as example, 15,000 men are employed, and 3,000 would have to be added. The witness calculated that 25,000L. would represent the whole reduction necessary in the annual revenue of the company. But he admitted, that if 19s. were calculated as the extra wage per week per man (which amounts to 9,925L. total extra cost per week) the expense could not be met by the sum he had mentioned (23,601, 23,603, 23,605-7, 23,613-20).

The witness was not against the men maintaining the principle of shorter hours by their own efforts, but was of opinion that the hours will have to be regulated by legal enactment (23,756-7). The objections of large bodies of men within a given trade to legal enactment of an eight hours' day, on the ground that it would injure or destroy the trade, should be left, the witness thought, to the framers of the Act. There would have to be some penalties attached to it, to make it legally compulsory. The witness would

Eight Hours' Day.
 and in its compatibility with increased wages.

Legislation with regard to hours of labour advocated. But there should be no reduction change to an eight hours' day.

The Railway Workers' Union is in favour of a universal 48 hours week.

Exceptional cases do not weaken the argument for the general principle.

Overtime is always to be paid as overtime.

Seasonal pressure to be met always by increase of hands, and not by lengthening of hours.

Extra hands to be kept on during slack seasons, without reduction of pay.

The cost of the change considered.

Unionism may effect changes, but legal enactment alone can be entirely efficient.

Penalties may be necessary.

<p>EIGHT HOURS' DAY.</p> <p>But the workmen are most likely to support the measure.</p> <p>A man should be allowed to follow his private business after his eight hours' day is finished.</p> <p>An Eight Hours' Act would provide employment for the unemployed.</p>	<p>not say that an offender should be put in gaol, but he thought that if the Factory Acts could be applied, so also could an Eight Hours' Act. He thought the workmen would support it themselves (24,005-13). In some cases the question of an eight hours' day might be submitted to an arbitration board, but on the whole the witness considered that an arbitration or conciliation board would be less competent than Parliament to deal with the question (24,040-2).</p> <p>Supposing the Eight Hours' Act was passed, the question might arise as to whether a man should be allowed to pursue his own private business after his day's work for his employer was at an end. Would it be advisable to have an eight hours' day so elastic that a man shall work eight hours at his trade and then work overtime in competition with another trade? The witness thought the law could be framed so, and that it would be quite fair and advisable that it should be so. One of the most important effects of the Act in his eyes was that it should give employment to the unemployed "as far as the wage earning is concerned" (24,016-33).</p>	<p>that duty should not be resumed without an interval of 10 hours' rest, except in the case of an accident; (2) that signal cabins should be scheduled into three classes, and that work in the first class should not exceed eight hours a day, in the second nine hours, and in the third 10 hours; (3) that men employed exclusively in shunting should not work more than eight hours a day; (4) that overtime should be paid at 25 per cent. above the ordinary rate of wages (26,231).</p>	<p>EIGHT HOURS' DAY.</p> <p>the Hours of Railway Servants.</p>
<p>Amalgamated Society of Railway Servants is in favour of regulation of hours.</p> <p>Temporary eight hours' day on the London and North-Western.</p>	<p>The members of the witness' society wish to have a maximum number of hours arranged for, a 10 hours' day for the generality of workers on the railways and an eight hours' day for the signalmen, where the boxes are always open, on the main line. This last could be worked by means of six shifts (24,291-6).</p> <p>For about six months the foremen in the employment of the London and North-Western Company had an eight hours' day, but the hours have been increased to twelve. When the eight hours' day prevailed there was no meal time given, and the same is the case now that the hours are twelve. The foremen referred to, are goods foremen who are responsible for the traffic. The change to twelve hours took place on April 1st, and was a reversion to the original hours. The reduction had been obtained by a certain amount of agitation among the men (24,262-70, 24,276-86).</p>	<p>The witness said that the men in Ireland took an active interest in the hours' question, but had not made up their minds as to any plan on which it might be carried out (26,478).</p>	<p>Plan not yet decided on in Ireland.</p>
<p>Failure of petition for shorter hours.</p> <p>Resolution in favour of a legal 10 hours' day.</p>	<p>Mr. JOSEPH CLIFTON (Signalman and Member of the Amalgamated Society of Railway Servants, Birmingham Branch).</p> <p>Mr. ANDREW BALLANTYNE (Assistant Secretary to the Amalgamated Society of Railway Servants, Scotland).</p> <p>The witness said that in 1889 his society had petitioned the various railway companies to grant 10 hours as a maximum day's work for all grades in the service, except yardmen, shunters, ground pointsmen, and locomotive men, who should only work eight hours (25,037).</p> <p>This petition had not been acceded to, and therefore a resolution had been passed by the representatives of the railway men of Scotland, at the annual council meeting of the society, in favour of a 10 hours' day, to be enforced by legal enactment. They desired that the Bill should also contain clauses for the regulation of payment for overtime (25,283-6, 25,290).</p>	<p>Mr. JAMES PAISLEY (Organising Secretary of the Amalgamated Society of Railway Servants, Scotland).</p> <p>This witness was in favour of a legal limitation of the hours of work, as other means of reducing hours had failed.</p> <p>His society had been formed in 1883, for the purpose of securing shorter hours and better wages. The men had waited for 10 years, and had then petitioned the directors of the Scotch railway companies to reduce their hours. The directors of the Caledonian Company refused to entertain the petition or receive a deputation. This brought about the strike of 1883. The strikers were re-engaged, but their grievances remained unaltered. They then perfected their organisation and struck again in 1890-91. The spirit of the agreement came to after that strike had been broken again and again. If Parliament did not interfere the only course for the men would be to prepare for another great struggle. When the strike broke out the Government would be obliged to interfere, and to take over the railways and utilise them in the interests of the community at large (26,519-35). The Society of Railway Servants were agreed that Parliament should reduce the hours of work to ten (26,666-7).</p>	<p>Legal limitation of hours.</p> <p>Failure of combination to reduce the hours of work.</p> <p>Another strike will be necessary. Probable result of another strike.</p>
<p>Legislation of a permissive character advocated.</p> <p>on as broad a basis as possible.</p> <p>Bill drafted for the Select Committee on</p>	<p>Mr. WILLIAM FOREMAN (Secretary to the Amalgamated Society of Railway Servants, Ireland).</p> <p>This witness was in favour of legislation of a permissive character, which should only apply where demanded by the men, and which would supply a basis for calculating wages and for penalising overtime. He thought it very important to guard against a reduction of wages following a legal limitation of the hours of work (26,237).</p> <p>This would be provided for if the restriction were made optional, as no body of men would then bring the Act into operation, unless they were sufficiently organised to protect themselves from any reduction of wages (26,239).</p> <p>He would allow the men of one line or one grade of the railway service to apply for the Act to be put in force in their case only (26,463).</p> <p>He had drafted a Bill to lay before the Select Committee on Hours of Railway Servants on the basis of a 10 hours' day, but would be equally willing to adopt an eight hours' day.</p> <p>The chief provisions of his Bill were: (1) that 10 hours should be a legal day's work for railway men, and</p>	<p>Messrs. A. GOODLET, T. BALLANTYNE, J. MUDIE, W. MELROSE, and C. FOX (Caledonian and Scottish North-eastern Railway Companies' service).</p> <p>All the witnesses expressed an objection to Government interference between railway companies and their servants, and a preference for obtaining a reduction of hours by negotiation with their employers rather than by legal enactment. They stated that the Caledonian Company's servants had been libelled at the time of the strike, and that many of the men were very well contented. In many cases the hours do not now exceed 10 a day, and the Caledonian Company have always promised that the application of any particular grade for shorter hours would be considered, and granted if shown to be reasonable. The great mass of the men now see that the company were right all along, and the Amalgamated Society of Railway Servants were wrong, and that a universal 10 hours' day was "a very stupid thing" to advocate. The society had the audacity to plead for thousands of men whom it did not represent at all, and many of these men might have had a shorter day, if they had applied in separate grades according to the regulations. A 10 hours' day is desired by most of the men as a general rule, but a universal 10 hours' day established by law would certainly mean a reduction of wages, especially in view of the vast expenditure involved by the improvements of the last 20 years in the Caledonian Railway service. The strong objection of the companies to Government interference with their servants should also be taken into account. The intervention of a third party has been tried and found to be a mistake, and the men now believe, "through bitter experience," that their proper course is to act as their employers desire. Government has no right to interfere and do for them what they can do for themselves (27,505-16, 27,726-33).</p>	<p>Objections to legislative interference with hours. Preference for negotiation with the companies.</p> <p>A 10 hours' day.</p> <p>Mistaken policy of the Amalgamated Society in advocating a universal 10 hours' day.</p> <p>Probability of a reduction of wages.</p> <p>Objection to the intervention of a third party.</p>
<p>Bill drafted for the Select Committee on</p>	<p>It was also pointed out that the majority of the men would object to the restriction of hours by a hard and fast line, involving the disadvantage of being booked off away from home. They would prefer to work a longer day occasionally and have a half-holiday at the end of the week (27,615-9, 27,734-41).</p>	<p>Another strike will be necessary. Probable result of another strike.</p>	<p>Drillike of hard and fast line.</p>

**EIGHT
Hours'
DAY.**

EVIDENCE OF THE EMPLOYERS.

MR. J. THOMPSON (General Manager of the Caledonian Railway Company).

A universal 10 hours' day impracticable in railway working.

With regard to the proposal for a universal maximum day of 10 hours, the witness stated that in his 30 years' experience of railway management, there had never been any expression from the servants of the Caledonian Company of a desire to be put on a fixed 10 hours' day all round. He had never met a man on the line who considered that it was possible to work the railway under such a condition of things. Practical railway-men of all grades have acknowledged to the witness that it could not be carried out. It is very easy for irresponsible persons to say that it is

quite possible for the companies to bring the work within the prescribed limits, but the numerous contingencies that cannot be foreseen, such as accidents, fogs, snowstorms, &c., make it impossible to work a railway on such a system (27,877).

**EIGHT
Hours'
DAY.**

A legal 10 hours' day subject to exceptions in cases of necessity would be equally impracticable, because the exceptions would be so numerous as to become the rule. A train often gets out of time and disorganises the whole day's working, without any accident having occurred. Moreover, the men themselves would have a great objection to being tied down to 10 hours, their wish is to make overtime occasionally and be paid for it (27,978-89).

A 10 hours' day with exceptions ineffectual.

Objection of the men to a hard and fast line.

ABSTRACT NO. III.

ARBITRATION AND CONCILIATION.

LIST OF WITNESSES.

I.—TRANSPORT BY WATER.

CANALS AND RIVERS.

The Employed.

MR. M. MALONEY, Goole District of the Dock, Wharf, Riverside, and General Labourers' Union.

The Employers.

MR. A. A. FREY, Master Lightermen and Barge-owners' Association.

II.—TRANSPORT BY LAND.

OMNIBUSES AND TRAMWAYS.

The Employed.

MR. P. A. TYRRELL, Secretary of the Dublin and District Tramway Union.

The Employers.

MR. W. J. C. WAIN, President of the Tramways' Institute of Great Britain and Ireland.

HACKNEY CARRIAGES.

The Employed.

MR. J. BEASLEY, London Cabdrivers' Society.

The Employers.

MR. A. MILLS, United Cab Proprietors' Protection Association.

RAILWAYS.

The Employed.

MR. A. CLARK, Railway Workers' Union.

MR. A. BALLANTYNE, Amalgamated Society of Railway Servants, Scotland.

MR. W. FOREMAN, Amalgamated Society of Railway Servants, Ireland.

MR. J. PAISLEY, Amalgamated Society of Railway Servants, Scotland.

MESSRS. A. GOODLET, T. BALLANTYNE, J. MUDIE, W. MELROSE, C. FOX, Caledonian and Scottish North-Eastern Railway Companies' Servants.

The Employers.

MR. B. G. COLHOUN, Traffic Manager of the Great Southern and Western Railway, Ireland.

MR. J. THOMPSON, General Manager, Caledonian Railway Company.

ARBITRATION AND CONCILIATION.

ARBITRATION AND CONCILIATION.

ARBITRATION AND CONCILIATION.

I.—TRANSPORT BY WATER.

CANALS AND RIVERS.

Evidence of the Employed.

MR. MICHAEL MALONEY (Senior Investigator (i.e., when disputes arise between employed and employers, this official has to investigate matters and attempt to bring about an amicable settlement) for the Goole district of the Dock, Wharf, Riverside, and General Labourers' Union (17,213-4)).

The witness advocated arbitration or a board of conciliation for the settlement of strikes and all kinds of disputes between employed and employers (17,234, 17,329).

Before the strike of fly-boatmen for an advance of wages, in December 1891, took place, the witness, with one of his colleagues, waited upon one of the managing directors, and offered to submit the whole matter in dispute to arbitration, and allow him to choose the arbitrator, which he refused to do. The witness would always rather settle matters of dispute without strikes, and he declared that if the employers had agreed to his suggestions and submitted the whole matter to an arbitrator, the strike would have been avoided (17,228, 17,233).

He is a member of a board of conciliation himself, which has been in existence about a year and eight months; that is in Hull. The members of it have never been called together except just for the formation of the conciliation board. There are eight representatives of the Trades Labour Council of Hull, and the Chamber of Commerce have elected eight others (17,235). The witness was in favour of fixing a limit of time during which awards should be binding; he would say for 12 months (17,236).

He would make arbitration compulsory by asking the Government to step in and appoint a Government official to interfere in all labour disputes, and that official should have power from the Government to compel both sides to submit their case to arbitration, whether the dispute was as to hours, wages, or conditions of employment. The State should step in through its official to compel the arbitration, but the arbitrator should be appointed by both the parties aggrieved, the employed and the employer. The witness' experience had been that where the men had "submitted their case to an arbitrator, and that "arbitrator had been impartial, the men have abided "by the decision" given. But if the men made an objection to the award, the unions that they belong to should fine them for not carrying out the decision of the majority. The decision would be reported to the men's district council, and the council would tell the men, "Unless you comply with the award given "by the arbitrator, we will supply men to fill your "place." If the employer, however, was dissatisfied with the award, it would not do to fine him, because he might say, "I will have no more of it, I will clear out of the job" (17,332-4, 17,336-9, 17,340-1).

Neither party should be subject to imprisonment in lieu of a fine (17,343-4).

The witness' opinion is, that public opinion is the great factor in all these disputes, and it is generally the case that that side which the public opinion leans to is the side that gains the victory. "That is my "experience, and if public opinion went against the "men for not abiding by the decision of the arbitrator, their unions must go against them also, "and if their places were supplied by the union they "would soon go back to their employment or else "find other employment" (17,345).

Evidence of the Employers.

MR. ARTHUR ABRAHAM FREY (of the Master Lightermen and Barge-owners' Association).

The witness said that his association had tried conciliation as the best method they knew of for preventing strikes, but that unfortunately their efforts had not been appreciated by the working lightermen, and

therefore they had to consider conciliation as a failure. It was while they were holding conciliation meetings that the lightermen refused to convey goods to the Carron and Hermitage Wharves and joined in that strike (17,762). When the strike (of lightermen) was in full progress then they did not meet the men, but they have met the men since; in fact, they took offices with a very large room, almost amounting to a hall, where they could meet the men, made accommodation there for meetings, and have held very many meetings with them, which, unfortunately, have not been satisfactory, because it was while they were meeting the men that this Carron and Hermitage Wharves strike took place, and to their intense surprise their men participated in it (16,820).

This strike was settled by an arbitration under Lord Brassey, when the masters made concessions both in hours and wages. A second strike, which followed very shortly, was yielded to pressure put upon them by the Mansion House Committee and by the shipbrokers of the port (16,746-51).

A third strike was attributed to the award on the first strike. The witness said it arose out of a question of the movable hours which had been arranged on the award of the arbitration. He said the master lightermen had reason to complain of the terms of Lord Brassey's award. . . . "It was an award made "by one who knew not the conditions or the technicalities of our trade, and it has done us a great "deal of injury in our export business, and the trans-shipment business of the Port of London." The injury is caused by increased charge and increased expense in doing the work. London has become one of the most expensive ports, and therefore traffic is diverted to continental ports (16,763-4). . . . The illustrations are to be found in the enlargements of the ports of Antwerp and Hamburg and other ports. . . . in the loss of traffic, and seeing goods diverted which once came to the Port of London. The witness does not say that the whole and sole reason is Lord Brassey's award, and the consequently increased barge expenses. But the additional cost is very great—taken all round an increased cost of 4s. per ton—and this, the witness thinks, should account for the sudden, rapid development of a tendency, which had set in before 1889, towards diversion of the trans-shipment trade. "We find after the strike, and after "the award given by Lord Brassey, that the tendency has asserted itself really in a rush of goods" (16,779-81, 16,805-10).

The award fixed certain overtime rates, and gave the lightermen 6s. for a night's work. It is in payment for the night's work that the expense of the owners is so great. In many cases they have to pay a man 6s. for a quarter of an hour's work (16,832, 16,806-10). The award is still upheld by the owners, however, as they do not wish to break it, although they were certainly deceived about night work (16,815-7).

II. TRANSPORT BY LAND.

OMNIBUSES AND TRAMWAYS.

Evidence of the Employed.

MR. P. A. TYRRELL (Secretary of the Dublin and District Tramways' Union).

The Dublin Trades Council, with which the witness' union was connected, had expressed itself in favour of arbitration as a means of settling disputes (24,701). The advisability of appointing something in the nature of a permanent court of conciliation was under consideration both by the corporation and trades council at the time of giving of evidence. The witness could not give any details as to the schemes under consideration, nor did he know the terms used (24,704-9). What the witness meant by arbitration is that, supposing his trade has a difference with the employers, they would like to see a board of directors

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Arbitration and conciliation advocated.

Attempt to apply arbitration.

Hull Board of Conciliation, which has not yet been called upon to act; its constitution. A limit of time for awards desirable.

State arbitration.

Means of enforcing awards:

a fine to be imposed by unions or district councils on employed, but not on employers.

Imprisonment not to be imposed.

Public opinion is the main sanction to be relied on.

Alleged inability of conciliation.

Award by Lord Brassey.

Its consequences.

Consideration of arbitration and conciliation by the Dublin Trades Council and Corporation.

Description of arbitration given by the witness.

ARBITRATION AND CONCILIATION.

meeting the representatives of the men. If they could not get to the manager that would be a secondary thing. The men could send a deputation to the board, composed of an equal number of our men and an equal number on the other side, and if they declined the men's request and asked for arbitration the men would accept that (24,702).

Evidence of the Employers.

Mr. W. J. C. WAIN (President of the Tramways' Institute of Great Britain and Ireland).

Boards of arbitration or conciliation approved by the witness.

Lord St. Leonards' Act.

Its inoperativeness.

Constitution of a board of arbitration.

Enforcement of awards a difficulty not yet solved, but the moral value of arbitration does not seem thereby impaired.

The witness considers that the intervention of outsiders in trade disputes with which probably they are not thoroughly acquainted sometimes does a considerable amount of harm (23,332). He had suggested, as a means of arriving at a satisfactory decision always between masters and men, that boards of arbitration or of conciliation should be appointed (23,270). The men in each company are perfectly capable of representing their own interests (23,343). He believed that the original suggestion of boards of conciliation and arbitration arose in an Act passed on the suggestion of the late Lord St. Leonards, but that it had never been put into operation. It is entitled "An Act to Establish Equitable Councils of Conciliation to adjust Differences between Masters and Workmen," and provides for the mode of transacting business and the mode of arrangement (30 & 31 Vict. cap. 105) (23,371).

The witness had no views himself as to the constitution of a board of arbitration, beyond the general outline that it should be composed of an equal number of representatives of masters and men, and that its decision should be accepted as absolute and final (23,372). The question of enforcement of awards is a very difficult one, because it might become necessary to enforce awards over so large a body as a hundred thousand men (23,373). The value of the board of arbitration, even if no solution of this difficulty of enforcement of awards can be found, lies in this, that it is a step in the right direction, and would probably tend to bring master and man more closely together, and they would understand better one another's business. The witness could not see that it might have a tendency to drive masters and men apart. He quoted the decisions of the South Staffordshire Joint Wages Board as instance of the working of arbitrations (23,374-80).

HACKNEY CARRIAGES.

Evidence of the Employed.

Mr. J. BEASLEY (General Secretary, London Cab Drivers' Society).

Joint committees.

The witness proposed as a remedy for "trade grievances" that joint committees of proprietors and drivers should be formed.

In the past, joint meetings had been held which were attended with results beneficial to both. He instanced the lamp strike in 1869, and the dispute about the railway monopoly (17,384).

Evidence of the Employers.

Mr. ALFRED MILLS (Secretary of the United Cab Proprietors' Protection Association).

Refutation of statement that arbitration had been refused.

In reply to statements, which he declared had been made over and over again, that the proprietors had refused arbitration, the witness declared that, at the time of the 1891 cabdrivers' strike, the first intimation he had of arbitration was when the strike was all over. He received a letter from the union on June 15th asking that the matter might be referred to arbitration, and suggesting Colonel Henderson as the arbitrator. But the proprietors all the way through had ignored the union on account of its non-representative capacity (18,648).

RAILWAYS.

Evidence of the Employed.

Mr. ANDREW CLARK (General Secretary of the Railway Workers' Union).

Advocacy of boards of conciliation.

The witness was in favour of boards of conciliation formed of employers and workmen. A compulsory board would be preferable to the present dead-lock which occurs again and again with regard to disputes between employers and employed. The executive of the witness' union had discussed and

approved of the principle. They want to see a compulsory board either to be appointed under governmental approval or to be an elected board in the various districts; their decisions to be final and to be enforced (23,466-9, 23,943-50).

At the time of the Newcastle Railway Labour strike the men offered to submit the case to arbitration; they were quite willing to submit their matter to arbitration before striking, but they were refused it (23,778-82).

The witness would form his district boards of conciliation somewhat on a German model. There should be an equal number of employers and workmen, and a chairman to be elected by the Government or the mayor, or the officials of the district independent of either party. The employers and workmen on this board would be elected by the electorate possessing parliamentary qualifications (23,490-4). The witness could not commit himself to a decision on the point of the board's power of enforcing its decisions. He was not concerned with the details of the scheme; he would like to see the principle adopted; he was aware that a good deal of experimental legislation would have to be taken in hand in endeavouring to minimise these disputes that have so frequently arisen of late years (23,937-44).

The witness said that his reason for wishing the conciliation board to be modelled after the German courts, which he takes to be "either conciliation or industrial courts," was "because it seemed to him to be a simple model." He stated that they were formed under an Act from which he quotes "This Act provides for the settlement of all differences arising out of the contract of hiring between persons falling under the general category of employers and workmen"—with certain exceptions, that is, those who have been engaged in the military and naval establishments of the country. "The competency of the tribunals depends entirely on the nature of the dispute and not on the amount at stake." "All questions relating to the completion, suspension, or breach of the contract of hiring, the nature of the services to be rendered by the workmen, and the amount of damages and penalties to be paid by either party in the event of breach of contract, are proper for the determination of this tribunal" (23,853-6, 23,878-9). The witness held that these courts—whose electorate consists of those who are 25 (or 30) years of age, and who have worked or lived for a year within the territory of the tribunal—were competent, or might be competent, to decide all disputes prospective as well as retrospective "as far as hours and wages are concerned, and contracting." He thought that these German courts were not only concerned with such breaches of contract as would be dealt with in England by the civil court, but that they dealt generally with disputes between employed and employers. He could not say that the German court has power to settle wages beforehand, but "it has the power to settle those disputes that frequently occur between employers and workmen," and he thought "it would be a better method than resorting to strikes" (23,857-887).

The witness' views are founded on a complete misapprehension of the real nature of the German courts. One of the Commissioners, Professor Marshall, draws his attention to the fact that appeal from the decisions of this court lies to a court of law, so implying that the complaint is of a kind which could be settled by a court of law. Further there is a provision, separate from this one, that the court may convert itself into a board of conciliation "or, to use the more accurate American term, a board of mediation."

"Any industrial court may adopt this form for the settlement of disputes which have arisen between employers and employed, in matters relating to the conditions of the continuation or renewal of the labour contract, when it is appealed to in this sense by both parties. In this case four assessors must be appointed who are regularly named by the president . . . and further assessors may be named by each party in equal numbers, provided the persons so named are not concerned in the dispute." The court therefore changes its character. The account goes on:—
"The decisions of the court, when acting as a board of conciliation, are not legally binding and cannot be

ARBITRATION AND CONCILIATION.

Unsuccessful attempt to submit a case to arbitration.

District boards of conciliation after a German model.

The witness' view of German industrial courts.

ARBITRATION AND CONCILIATION.

enforced The duty of the board is to bring about, if possible, an amicable agreement between the two parties, and to publish such agreement. In other cases the board gives its decision to the parties concerned, who have to declare within a given time whether they will submit to it or not. If the assessors on both sides are consistently opposed, the president may simply declare that no decision can be arrived at. In any case the result of the negotiations must be published" (24,067-9).

Mr. ANDREW BALLANTYNE (Assistant Secretary to the Amalgamated Society of Railway Servants, Scotland).

A court of arbitration advocated.

This witness thinks that there should be a court of arbitration, composed of equal numbers of employers and employed, to which disputes in the various trades should be referred, after the two parties have failed to agree. The court should be presided over by an umpire, acceptable to both parties, whose decision should be final and binding in all cases where the members of the court were unable to arrive at a settlement (25,059).

Arbitration refused by the North British Company in 1890.

Before the strike of 1890-91 his society had offered to submit their demands to arbitration, but the North British Company had refused, on the ground that there was no question on which to arbitrate (25,214-6).

Mr. WILLIAM FOREMAN (Secretary to the Amalgamated Society of Railway Servants, Ireland).

Conciliation and arbitration impossible until employees are strongly organised.

This witness said that it was of no use to consider conciliation and arbitration until employees were strongly organised. Experience showed that an employer never offered conciliation or arbitration, or even an advance of wages to his workmen, unless they had an organisation strong enough to command respect.

Workmen and employers should meet together through the agency of their societies.

If workmen and employers would meet together more frequently, and in an official way, through the agency of their societies, strikes would be reduced ninety per cent. (26,219).

Board of arbitration with umpire chosen by both parties.

Mr. JAMES PAISLEY (Organising Secretary of the Amalgamated Society of Railway Servants, Scotland).

This witness was of opinion that cases of dispute should be settled by a board of arbitration composed of equal numbers of employers and employed, and presided over by an umpire, chosen by both parties, whose decision shall be final and binding whenever the board failed to come to an agreement (26,535).

Scope of the board.

This board should be empowered to settle wages and "other conditions of labour," but should not interfere with the hours question (26,665-74).

Enforcement of awards.

The witness thought that obedience to the awards of the arbitrators should be compulsory, and that a fine

should be imposed on any employer or workman who failed to comply. He declined to state his opinion as to whether a workman should be imprisoned in default of payment (26,675-89, 26,892-4).

ARBITRATION AND CONCILIATION.

The State should not appoint the arbitrators.

They should be acceptable to both parties.

In answer to a question as to the formation of the board, the witness said that he would approve of its being constituted by the State (26,888), but he afterwards explained that he did not mean that the State should appoint the arbitrators, but that there should be a law establishing a board of arbitration. Neither side should be compelled to accept an arbitrator of whom they did not approve; in case employers and employes could not agree on an umpire, no course would be left open to them but to fight out the matter (27,012-21).

Messrs. A. GOODLET, T. BALLANTYNE, J. MUDIE, W. MELROSE, and C. FOX (Caledonian and Scottish North-Eastern Railway Companies' service).

All expressed an objection to any outside interference between railway companies and their staff, and thought that any difference that arose could best be settled by discussion between employers and employed (27,572-3).

Objection to arbitration.

Evidence of the Employers.

Mr. E. G. COLHOUN (Traffic Manager of the Great Southern and Western Railway of Ireland).

Refutation of a statement that men without a strong organisation are not offered arbitration or conciliation.

The witness pointed out that the statement by Mr. Foreman, that it is only where men have strong organisation that they are ever offered arbitration or conciliation, was disproved by the fact that in December 1889, the directors of his company met the men, and the questions in dispute were discussed and settled between them (27,282).

Mr. J. THOMPSON (General Manager of the Caledonian Railway Company).

Objections to arbitration.

In the opinion of the witness, it would not be advisable to resort to arbitration for the settlement of disputes between railway companies and their staff. The process would be never-ending, and would also be destructive of discipline. It is very necessary that the men who work on a railway should know that they are there to obey orders, those orders, of course, being given with a just and kindly but a firm hand. If the men knew that they could fall back on arbitration, the result would be deplorable (27,945). A railway is so vast, and the duties are so varied, and the responsibility of the directors and officers is so great, that no one should be allowed to come in as an intermediary between employers and employed (27,951). There is nothing to complain of in the existing working of the Board of Trade, but its intervention does not extend to the settlement of differences between the companies and the staff (27,970-8).

Subversion of discipline.

ABSTRACT No. IV.

ACTS OF PARLIAMENT.

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THE EMPLOYERS' LIABILITY ACT, 1880.

Evidence of the Employed.

Mr. H. JUETT (The Amalgamated Society of Foremen Lightermen of the River Thames).

Compensa-
tion for acci-
dents in
barges.

I do not know whether people who work barges are under the Employers' Liability Act or not. I have never heard of a man bringing a suit or an action under the Employers' Liability Act. The owners of barges usually give some compensation where death is caused by accident. It is the general practice of the trade (16,969-75).

Mr. A. CLARK (General Secretary of the Railway Workers' Union).

Notice of
action too
short.

We say that six weeks' notice of a claim is too short . . . there is not sufficient time in six weeks to get the case up, and see whether you have a legal claim.

There are other objections. To enter the case into court within six months is too short. I cannot see what the feature of the Act is, why they should limit the time to give notice, and also the time to enter the case into court for trial. I think there should be a much more extended limit of time, and no check at all as to the amount of compensation (23,439-40).

No limit to
compensa-
tion claimed.

Giving notice prevents the company settling claims in the sense that they will stand on their dignity, and consult their own solicitor (23,699-701).

In accidents
inspector's
report de-
sirable.

It is sometimes a month or five weeks after the accident has occurred before the Government inspector has found time to make an inquiry. That is one main reason why we ask that the limit of six weeks should be extended, so that we could get his practical report before taking steps for compensation (23,769-70).

Doctrine of
common em-
ployment.

I would do away with the Employers' Liability Act altogether, as far as the doctrine of common employment as applied to workmen is concerned. Supposing you have a railway accident at a railway station, and the engine driver happens to get killed and the fireman happens to be killed, and a passenger happens to get injured, I do not see why there should be any difference in compensation between the engine driver,

the fireman, and the passenger. There ought to be no distinction whatever. That is what I want (23,771-3).

Mr. JOSEPH CLIFTON (a labourer, formerly a signalman. Representing the Birmingham branch of the Amalgamated Society of Railway Servants).

The action of the London and North-western people towards their servants in reference to the Employers' Liability Act has been that they have simply contracted out of it, and they pay their servants, if they are permanently injured, 80*l.*, instead of the Liability Bill. They send us papers round, and we were either to sign yes or no, and me and my mate were at Buckley Bank at the same time, and we intended to stand out and not have anything to do with it, and there was a letter sent down from London to our station master, to tell him to inform all the men that did not agree to it to look out for fresh situations—although we were not compelled to join it, but simply told to look out for fresh situations. In point of fact, the London and North-western people told us that those that were not inclined to contract out of it had to look for other places, which virtually meant that we were coerced, by the fear of losing our situation, into contracting out of the provisions of the Bill; I would not have contracted out of it under any consideration, if I had not been compelled in that way (24,321-4).

Contracting
out of the
Act.

Mr. ANDREW BALLANTYNE (Assistant Secretary to the Amalgamated Society of Railway Servants (Scotland)).

The Employers' Liability Act is greatly in need of amendment, and the railway men in Scotland are of opinion that it should be so framed as to prevent contracting out of the Act, because this practically undoes whatever benefits the Act was intended to bestow, and it is an easy matter for an employer to make it a condition of employment that a man should contract himself out of its provisions. We are also strongly of opinion that the doctrine of common em-

Oppose
contracting
out of the
Act.

ACTS OF PARLIAMENT.

Notice of claim too short.

Suggests no limit to compensation.

ployment should be abolished. There should be no difference between the liability of employers to their workmen and their liability to passengers. This would cause the companies to adopt means that would reduce accidents among their men to a minimum. The time for giving notice of claim is also much too short, and should be extended to at least six months, as in many cases of serious injury on railways the injured man is unable to instruct an agent or solicitor before the six weeks, the time presently allowed, has elapsed. We are also of opinion that there should be no limit to the amount of compensation obtainable under the Act; each case should stand on its own merits, and the greater the negligence of the employers the greater should be their responsibility, irrespective of the wages earned by the workmen. Our object is not a question of compensation; what we want is better protection for the workers, and we, not being consulted as to who we are compelled to work with, may have to work alongside of incompetent workmen and run risk of being killed; and as the law presently stands the employers may not be responsible (25,061).

I cannot cite any instance in Scotland where a railway company has contracted itself out of the Act, but it is quite within their power to do so, to-morrow (25,780-9).

Reasons for extension of time.

With respect to the notice of claim, the witness stated that this notice did not exactly necessitate the interposition of a lawyer, and that, although the injured man's friends could give this notice just as easy in six weeks as in six months, nevertheless, they did not do so, because the railway companies make it a point to promise employment to the men while they are in hospital, or in the infirmary; they promise employment, and the result is that application is not made, and it is generally the case that if a claim is lodged, and there is anything whatever given to the man, it is at once stopped. Men naturally are much easier advised when they are lying on a sick-bed than otherwise. If an official comes in and advises them not to lodge a claim, that they will get employment and good employment, if they are able, they do not generally care to lodge the claim. They prefer having a longer time to give notice of claim than six weeks (25,775-9).

MR. W. FOREMAN (Secretary for Ireland of the Amalgamated Society of Railway Servants).

In Ireland accidents not numerous.

With respect to society, and the Employers' Liability Act, and the Act which regulates the inspection of railways, I am very happy to say that accidents on Irish railways are not so numerous as they are on this side of the channel. Well, of course, that will be largely accounted for from the fact that there is a greater congestion of traffic this side of the channel than there unfortunately is on the other (26,199-200).

Abolition of the doctrine of common employment.

Like most other representatives of working men, I am desirous, and our society is desirous, that the doctrine of common employment shall be abolished. It was asserted in this chair yesterday that the doctrine of common employment had been abolished by the Act of 1880. I fail to see that it has been abolished by that Act, although there is a special clause in the Employers' Liability Act of 1880 which applies to railway men; it only refers to those railway men who are engaged in the working of trains. That special clause does not cover men who might be injured working on railway platforms, or working in railway goods warehouses, of which there are a considerable number. In the matter of contracting out of the Act, while there are none of the Irish railway companies that have contracted their men out of the provisions of the Employers' Liability Act, we, nevertheless, as a society, feel very strongly on the matter. We contend that the Employers' Liability Act was not introduced nor passed for the purpose of gaining large sums as compensation to workmen for injuries that they had received, or for widows for the loss of their husbands or those on whom they might depend. The Employers' Liability Act was intended to be a protection for the lives of the workmen, and not a means of gaining compensation, and it was considered that by imposing heavy penalties upon employers of labour for any accidents that might occur for which they would be responsible, they would take extra precaution to protect the lives of their workmen. But if employers of labour contract themselves out of this Act, and pay the same sum annually to the

Object of the Act.

association under which they have themselves contracted out, if they pay the same sum annually to that association or society, it matters nothing to them whether the accidents are numerous or scarce, it costs them the same every year. Then there is the matter of the limit of compensation, which at present is not allowed to exceed three years' wages. That is totally inadequate. Take, for example, the case of a youth on a railway who might be earning, say, 26l. or 30l. a year. He might meet with a very serious accident. He might meet with an accident, as many a youth has met with, which would deprive him of his arm or his leg; he would be crippled for life; yet the highest amount of compensation that that youth could receive from the railway company would be 90l. 90l. for the loss of a leg or an arm is, I contend, most inadequate compensation. This limit of three years should not only be raised, but I should think that the clause would give more satisfaction if it was struck out altogether, and left the amount entirely for the jury to decide. Then there is the notice of injury. I may say that in this matter there is a general agreement amongst the members of our society with the amended Bill introduced by Mr. Burt. That is about the substance of what I have to say on the question of employers' liability (26,206).

ACTS OF PARLIAMENT.

Amount of compensation inadequate.

MR. W. J. HARRISON (Cavasser in the Service of the Midland Railway Company).

I do not see how membership in the Midland Railway Superannuation Fund touches the Employers' Liability Act at all. It is a superannuation fund pure and simple, there is no sick allowance, and it does not apply to the workmen who are engaged in the manipulation of the traffic (27,461-2).

MR. A. GOODLET and MR. C. FOX (Engine driver and Signaller in the service of the Caledonian Railway Company).

It is no part of the condition of membership of the Caledonian Servants' Friendly Society that the men should contract themselves out of the Employers' Liability Act. There is no card about that in the rules (27,793-6).

Evidence of the Employers.

SIR G. FINDLAY (General Manager of the London and North-Western Railway Company).

I may say, first of all, that in 1871 we had an insurance fund, where the benefit given to the men were not so great as they are at the present moment. The object was to provide for the payment of 35l. or 40l. to the representative of any man who had met with his death by accident in the discharge of his duty, and 25l. or 35l. in the event of complete disablement, and then he had an allowance, if he was sick, until his recovery, of from 12s. to 18s. a week for six months, and then a smaller allowance for a further period. But about that time, or shortly after 1871, there was a considerable amount of agitation went on, and I think a committee of the House was appointed, over which the late Lord Sherbrooke (when he was Mr. Robert Lowe) presided, to take into account the whole question of what then was called common employment, and the report of that committee resulted in the Employers' Liability Act of 1880 becoming law. Upon that becoming law the North-western Company felt, and I felt, very strongly, that it would be a great misfortune for the discipline and order of the company if questions had to be discussed with men who had unfortunately met with an accident, or with the representatives of men who had lost their lives, as to whether or not there was contributory negligence on the part of the company, because, if the man was alone to blame, he was entitled to nothing; if there was contributory negligence either on the part of the company in not providing proper appliances, or on the part of any officer or servant of the company who had the power to direct certain things to be done when an accident occurred, then, of course, all that would have to be settled and argued out before a court of law; in fact, I believe it was decided that these cases could be settled in the county court. Rather than go through that we arranged with the men. We had a full meeting with the men, to consider whether we could not improve and increase the

Origin of the insurance fund.

ACTS OF
PARLIAM-
ENT.

advantages of their old insurance society, so that any man, irrespective of whether it was his own fault or not, should be entitled to certain advantages. Well, that was agreed to by all the men who were in the service, except only about 100 dissentients. An arrangement was come to by which the advantages under the new scale were raised from what I previously mentioned, that is, 35*l.* or 40*l.*, to 80*l.* or 100*l.* in case of permanent disablement or unfortunate death, and the allowance in case of sickness during a long period was increased to 14*s.* or 21*s.* a week, and continued, if necessary, for a whole year. I am bound to say that the men have all been perfectly satisfied with that arrangement. They have represented their views to a further committee of the House which was held some few years ago, upon a proposal to amend the Employers' Liability Act, so as to prevent the men contracting (as they say) themselves out of the advantages which they otherwise would be entitled to. Now, I say those advantages are very doubtful, but there is a certainty of every class of men engaged in rather a dangerous occupation receiving benefits which are practically guaranteed by the company, because the company pay five-sixths of the contributions of the men, and the society is a flourishing society, and with a large balance. They have a balance now of 25,000*l.* in hand, and since its first institution the sum that has been paid to the men for accident under this insurance fund has been 370,000*l.* The contribution of the company has been 15,000*l.*; that is what the company have contributed annually. I may say that if those who are opposed to the principle upon which this society is framed had their wicked way, I have not the slightest doubt in the world that the company would stand to save some 10,000*l.* or 12,000*l.* a year by it. But we think it is far better, and the men think it is far better, that the arrangement which exists should give them a certainty instead of an uncertainty; and as regards discipline, I am quite sure that if we were in litigation with our men as to whether another man was responsible for his actions or not, we should never be able to carry on the business. I should just like to add one word more upon the fact that a Select Committee was appointed in 1886 to reconsider the whole question of this Employers' Liability Act, and the committee reported, after hearing evidence, in favour of the principle upon which the North-western Assurance Society is conducted. It was further threshed out, I believe, in Grand Committee, and considerable opposition was made (I say this not disrespectfully at all) by those representing the trades union interest, and the Bill, in the shape in which it left the Grand Committee, is not likely to pass in this present Parliament, and what will come afterwards remains to be seen.

We made various attempts to establish, apart from the insurance fund against accidents, societies or funds for the purpose of providing pensions for aged or disabled servants (25,964-5).

At the time the society was reconstituted, Mr. Eddy, who was then in charge of the southern division, took great pains to let all the men clearly understand the altered condition of affairs, and the district inspectors were personally instructed to see each man and explain the matter fully to them, and that it was entirely at their own option whether they joined the society and contracted themselves out of the Act or not. The men were left perfectly free, and as a matter of fact several men in the district at the time declined to sign the form of contract, although subsequently each of them of his own accord asked to be allowed to sign the form, and did so. . . . (25,981).

All your men contract themselves out of the present Employers' Liability Act.

I think that is obligatory. Every new man coming into the service has to sign a declaration that he has requested to be admitted a member of the North-western Assurance Society under section A., to which society the employers contribute, and then, in consideration of that, he waives all his rights, whatever they may be, under the Employers' Liability Act of 1880.

We make a condition of the service, and it is never objected to.

There is no evidence, by resolution or memorial, or in any other way, to show that the men would rather not contract themselves out of it. On the contrary,

when there was a proposal to alter this question of contracting out of the liability, there was a memorial signed by thousands of the men, which was rolled on to the floor of the House, and when the Committee sat upon the question, the engine drivers and guards and other men came and begged that the Committee would not interfere with the working of it. These memorials were entirely voluntary. There are only two other companies, according to my knowledge (I may be wrong) who have anything corresponding to the insurance society which we have. The one is the Lancashire and Yorkshire, and the other is the Brighton Railway Company. The Brighton Railway Company do not make it compulsory, but we do, and I do not think the Lancashire and Yorkshire do. Asked what would happen in his case if the common employment was abolished, how would it work? The witness stated that practically the common employment is abolished by the Act of 1880. Under the old law, which they say had been stretched to a great extent, the principle of common employment made it impossible for a man to seek compensation under such conditions. It has been altered by the Act of 1880, which makes a company, or person, or individual, whoever it may be, liable either for his own acts or the acts of his foreman or representative, or for the material or anything else carried on, and it specially applies to railway companies. The wording of the Act is given in clauses 3 and 4, which are the most important clauses of the Act of 1880. It says that the employer shall be liable "by reason of the negligence of any person in the service of the employer to whose orders or directions the workman at the time of the injury was bound to conform, and did conform, where such injury resulted from his having so conformed." Then clause 4 is "By reason of the act or omission of any person in the service of the employer done or made in obedience to the rules or bylaws of the employer, or in obedience to particular instructions given by any person delegated with the authority of the employer in that behalf." Then it is made specially applicable in clause 5 to railway servants. It says, "By reason of the negligence of any person in the service of the employer who has the charge or control of any signal, points, locomotive engine, or train upon a railway." Supposing there was not a contract out of it, if a man met with an accident, and that was shown to be the result of carelessness on the part of his fellow-workmen, working as it were on terms of perfect equality with him (I am not a lawyer), the employer would not be liable, but if it arose through the order of any person who had superior authority, then the employer would be liable. Asked how the company would stand supposing these safeguards were done away with, and common employment was done away with altogether, how would the company then stand with regard to that Act, the witness said, I am afraid I have not made myself quite clear, because the old law of common employment is actually done away with by legislation which actually took place in 1880, and in 1880 we should, of course, have been liable for all the condition of things which are mentioned in these clauses, but we say now to prevent any difficulty, whatever may be the cause, then you shall receive certain advantages. Further questioned as to what, if alteration of the law was made according to the idea of many of the trades unions who required it, and there was an absolute abolition of common employment, together with the prohibition of contracting out of the Act, the position of his railway employes be then as compared with what they are now, the witness answered, I think, and I may state it to the Committee, that the contribution which we are now giving to that insurance fund is 15,000*l.* a year about, and if we were relegated to our common law liability, and had only to pay for those cases which were proved that the company ought to pay for, and pay the utmost that the Act gives the men, we should stand to save 10,000*l.* or 12,000*l.* a year. But any dispute arising between the servants of the company and the company as to the exact liability that we would have to pay is such an objectionable thing, that we are paying this large additional premium for the purpose of keeping the men with us, and if that was done away with, it would tell against the men, because those men who are injured from causes for which they would have no claim against the company, would, if the society were put an end to, get nothing practically. If the law was

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altered, and the state of things was one in which the company would be liable for all accidents, no matter from what cause, and we could not plead anything except negligence of the man himself, and could not plead common employment at all. I should think that if we were liable for all accidents thereby, that it would be a most unjust law, and Parliament, I should hope, would never pass that. The position of our employés as compared with our practice and the law as it now stands, depends upon the extent of the liability. The advantages which the men get are from 80,000*l.* to 100,000*l.* absolutely fixed. The liability might be fixed under any Act of Parliament as a certain amount, and might be very much more than that, and there is a probability that we would have to pay very much larger sums than we are already paying if the law was altered as you mention, but I cannot imagine it would ever come to that. I am aware that that is what a large section of the representatives of the working classes require, but that is what we call an asking price. I think they would take a good deal less than that. The Act of 1887-88 was not defeated on the two grounds that prohibition for contracting out of it was not there, and that there was not a prohibition of the doctrine of common employment. We should have been glad to take the Bill as it came out of the Grand Committee, but the Government never felt quite strong enough to pass it during the two or three subsequent short sessions of Parliament that occurred after that. We were quite willing to accept it (26,053-87).

Mr. JAMES THOMPSON (General Manager of the Caledonian Railway).

The Caledonian Railway has never, on any occasion that I have ever heard of, contracted themselves out of the provisions of the Employers' Liability Act (27,933).

THE CANAL BOATS ACTS, 1877 AND 1884.

Evidence of the Inspector.

Mr. JOHN BRYDONE (Inspector under the Canal Boats Act).

We have registered altogether under the operation of these Acts, roughly speaking, 12,000 boats. Those are registered with different registration authorities throughout the country. There are 121 registration authorities altogether, and there are 317 inspectors in various parts of England and Wales to do the detailed work of the examining of those boats to see that they comply in every respect with the Acts. Last year those men inspected 28,704 boats, and they found 26,261 of them complying in every respect with the Acts. That left 2,443 that had more than one contravention in respect of the Acts. The total contraventions were 2,812. A third of those contraventions were found in the Liverpool, Hull, Manchester, and Salford districts; but although there were so many contraventions as I have stated, that is, 2,812, a large number of those were for matters that were not of very great import, such as being without certificates or being not properly marked, or some such cases as those. Out of all the 28,000 inspections made there were only 112 cabins found to be overcrowded. There were only 27 females beyond the age allowed by the Act of Parliament, and of other cases there were 417, not 15 in 1,000, boats that were in a more or less dilapidated state, but those were immediately put in proper order after the inspectors had called the attention of the owners to the subject. With regard to the health of the people, I may mention that there were only 11 cases of infectious disease met with in those boats. Those were six of scarlet fever, one erysipelas, two typhoid fever, and two diphtheria. There were 524 less infringements this year than last year, and we had only 25 cases taken into court. Most of the contraventions were remedied by printed notices being served upon the owners, which required the return of a certificate signed by another canal boat inspector that the work had all been done. Then with regard to the education of the children, I may mention that I have details of the occupation of 8,734 boats, showing that there were living on board those boats 2,184 children, and of that total there were only 644 of school age. I mentioned that there were about 12,000 boats on the registers, and that 12,000 means boats which had been registered ever since 1877, but as there have been many broken up and gone out of the

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trade altogether, whilst others have sunk, &c., we may take the number of canal boats in the country—I must particularise, that is, canal boats used as dwellings—roughly as 10,000, and on the basis of the 8,734 boats containing 644 children of school age, that would give us 737 children altogether of school age on board all the boats of the country out of a total of 2,511 children. In many districts the owners prohibit the men taking their wives and children with them, and in other cases the men themselves prefer to leave them at home, whilst the different inspectors throughout the country and also the school attendance committees and officers have been able to get a great many of the boatmen to have homes on land, and to have their children brought under the same educational advantages as other children. Though I mentioned that 737 children of school age would be all that would be travelling on those boats, or, if one might take a wider margin and say 1,000 of them, still a large number of those children receive some education. For instance, in Liverpool there were 120 removed from the boats, and in Birmingham there were something like 200 or 300 children attending school. They have pass books there and they make certain attendances. One child has made as many as 200 attendances in the course of the year. Then in the Midland district they have the advantages of Sunday schools in connexion with the Boatmen and Seamen's Friendly Society. They have six Sunday schools, and there are no less than 700 children on the registers. These are children belonging to boatmen, but not travelling with boats. Now, I do not know, my Lord, whether you wish me to say anything with regard to matters that I merely know of by asking questions of boatmen, such as matters relating to wages and length of hours. That does not really come under the purview of my duties, although, of course, being so mixed up with boat people, I know a good deal about that.

If you will state the general conclusions you have come to on those subjects, we shall be glad to hear you?—Mention was made with regard to the overcrowding of the boats. I think I gave some figures with regard to the number overcrowded—112, I think—but I may mention that there are a large number of boats, which are not under the Canal Boats Acts, but working under the Merchant Shipping Act, and on those boats I have frequently seen what I considered very much overcrowding, but of course there is no one who takes charge of them in the way in which the canal boats are taken charge of, and I have no jurisdiction over them, so that I, of course, cannot deal with that.

How come they not to be under the Act?—Well, it is an advantage in some respects for them to be under the Merchant Shipping Act. In the case of damage to the craft, especially if they go on the Mersey or the Thames, they can assess the damages very much easier—that is the excuse that the owners have given me for being under the Merchant Shipping Act in preference to the Canal Boats Acts, and in Winsford alone, they have withdrawn nearly all the boats from being under the Canal Boats Acts, and put them under the Merchant Shipping Act for that reason. I find, generally speaking, some boatmen work as few hours as eight in a day, and some of them work as many as 16, but of course their work is not heavy work, it is steering and driving the horses, and in nearly all cases there are either three or four men working the boat, and one or two, if there are four, will rest while the other two are at work. As regards the money they can earn, I find that they average from about 16*s.* to about as much as 4*s.* per week. A man that I happened to see only the other day was working by the piece, so to speak, and he told me he averaged as much as 4*s.* for himself alone. Of course, from the facts that I have given you with regard to the few cases of infectious disease (only 11 out of 28,000 boats) proves, I think, that the occupation is at least a very healthy one. Most of the men get more or less sleep, six or eight hours sleep during the 24 hours. They may now and again have a sport, or rather longer time, but they reckon their time as the time they are away from one place till they come back again, both while sleeping and working. They are not working part of the time. To a rather intelligent boatman I said, "Suppose I " went away on my duties at 12 o'clock on Monday, " and came back on Saturday at 12 o'clock, would " you say I was entitled to call that 120 hours

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"work?" and he replied, "Oh, certainly, that is the way we reckon." I think I have given you as fully as possible my few ideas of the working of the Canal Boats Acts. If there is any question your Lordship or any other gentleman should wish to ask me, I should be very happy, if I can, to answer it. I consider the Act is fully obeyed, and very well worked indeed. Where there are irregularities, they are mostly of a very slight character, though, of course, requiring to be attended to and corrected. As to the sanitary condition, I think there is nothing to find fault with generally. The bulk of the boats are in an exceedingly cleanly condition in the cabin. And with regard to the children who ought to be at school, though there are some they are few in number (17,173-80).

I should not think there are more than 1,000 families making the barges permanent homes (17,196).

The standard taken is 80 cubic feet stipulated by the Act. Two children are counted as one adult. Then, of course, the net cubical capacity of free air space in each cabin is measured up, and the authorities, by their clerk, grant a certificate stating how many people may reside on board those boats.

These 121 authorities are the urban and rural sanitary authorities. They do only register for sanitary condition, not tonnage, and as to the number of persons allowed on board. They have nothing to do with the carrying capacity of the boat. I might mention with regard to one point, as to the overcrowding: in most of these cases of overcrowding it is mostly as regards an infant more than the number, or a young child. Very, very few cases have we had where there has been more than one, or at the most two children over the stipulated number (17,191-4).

Evidence of an Expert.

Mr. GEORGE SMITH of Coalville (Author of "Our Canal Population," "Canal Adventures by Moonlight," &c).

Insufficiency and inefficiency of canal inspection.

Provision for inspection under the Canal Boats Acts is not sufficient to ensure that the Acts should be carried out. There is only one Government inspector, and the local sanitary inspectors working under him do not get sufficient pay, and are very inefficient. Thousands of boats in South Staffordshire and Birmingham are worked by women and children without any inspection, and the boats are not registered. It is very easy for the boatmen to evade such inspection as there is (28,323-5, 28,339-40, 28,353).

Remedies: (1.) Amendment of the Act of 1884 in respect of child labour.

Remedies advocated by the witness were—
(1.) In respect of child labour and women's labour. The Canal Boats Act of 1884, should be amended by the Select Committee, limiting the work of children under 13 to those who have attained Standard III., defined by the Education Code. This would ultimately prevent children being employed at an immature age, and would result beneficially to canal traffic. Without direct prohibition of retaining children on the boats, the men would see that it was to their interest to put the non-workers on shore. The indirect operation of a clause thus regulating the employment of children, would result in a gradual withdrawal of the women from the boats as a natural consequence (28,309-18, 28,332-3, 28,370-1). To a proposal for a law requiring women and children should take no part in the working of the locks, and making the lock-keeper responsible for its being carried out, the witness replied that the difficulties in the way of carrying it out would be insurmountable, and if this were not so the law would only meet his desires to some slight extent (28,383-5).

(2.) Enforcement of stricter sanitary supervision.

(2.) In respect of sanitary supervision: This should be much stricter. The canals should be cleaned out oftener, and the bottoms of those parts passing through the towns should be paved, so that the sediment could be cleaned out frequently (28,337-40).

(3.) Provision for more efficient inspection and complete registration.

(3.) In respect of inspection and registration: The Acts should be enforced, especially the clauses regulating child labour, by the appointment of local inspectors to every three or four counties, who should be stationed for a few days at all canal junctions. Evasion could then not be so easily carried out (28,315-22, 28,379-80). No system of inspection can be more easily carried out than that of canal boats, which in the natural course come to the inspector for inspec-

tion. A man at Braunston lock, for example, could see several hundreds of boats in four or five days (28,321-2). The system of inspection should be by having two or three additional Government officials to work in conjunction with local sanitary authorities and the education officer. The witness would not like to see an army of inspectors (28,316, 28,324-8). With regard to registration of boats, only 12,000 or 14,000 are registered out of a total 20,000 or 25,000. More systematic registration would bring the law in closer touch with both owners and workers of boats (28,351-5).

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(4.) The witness had no proposal to make for an alteration of the law in respect of Sunday labour (28,347).

THE METROPOLITAN POLICE CARRIAGE ACT, 1869, AND ORDER OF MARCH 10TH, 1871, MADE IN PURSUANCE THEREOF (32 & 33 VICT. c. 115).

THE SUMMARY JURISDICTION ACT, 1879 (42 & 43 VICT. c. 49).

AN ACT FOR REGULATING HACKNEY AND STAGE CARRIAGES, 1843 (6 & 7 VICT. c. 86).

Evidence of the Employed.

Mr. JOHN BEASLEY (London Cabdrivers' Society within the Metropolitan Police District).

I propose to abolish this monopoly of the railway companies. I say that when there is a revision in the Hackney Carriage Act, that that should be provided for that stations should be open the same as other standings are for all licensed cabs plying for hire, or, in other words, that all stands where cabs ply for hire should be licensed by the licensing authorities, and that would do away with the railway monopoly.

Railway stations.

All the railway companies at their respective stations do not exercise this monopoly, the London and South-western is an open station, that is open to all. Each one can pay his penny as he goes in to have a fare. At the other stations it is only a privileged few, who pay so much per week, per month, or per year. The South-western station plan operates very well upon the cabmen (17,457-60).

Mr. ALFRED MILLS (Secretary of the United Cab Proprietors' Protection Association).

Now, there is one question that the drivers very much complain about, and that is, the revoking of a license on a police conviction. If any cabman is summoned and convicted under the hackney carriage laws, when the time comes for the renewal of his license, the renewal will be most seriously considered by the Commissioner of Police, and very often it is not the worst driver who gets his license revoked. I do not know how that difficulty can be got over. The license usually is suspended for drunkenness. Of course some men show drink quicker than others, although it is no excuse for a cabman to take drink at all when he is driving a cab. I would suggest, and I think it would find universal approval, that instead of a license being revoked or suspended by the Commissioner, the man should have an opportunity of getting his employer or some other cab proprietor to give him a note as to his general character, and that he should have a provisional license granted for say three months, at the usual cost. That would give the man time to think over the matter, and instead of having 12 months to go for a new license he would simply have three months to go; and that would probably give him time and opportunity to redeem his character. There is another vexed question, and that is about what is known in the trade as the biker, that is, a person who hires a cab and refuses to pay any money. We have numerous cases of that description, and our grievance lies in this fact: Prior to the Summary Jurisdiction Act of 1879, the Statute 1 & 2 William IV., c. 22, s. 41, gave a justice of the peace power to commit a man to prison if he had done any damage to a cab or refused to pay the legal fare. The Act of 1879 did away with that, and now any cabman is at the mercy of any person who chooses to hire his cab and then tells him to go hang for his money when he has done with it.

Revoking license. 6 & 7 Vict. c. 86, s. 22, 13 & 14 V. c. 7, s. 2, 19 & 20 V. c. 2, s. 1.

Provisional licenses.

The biker.

1 & 2 Will. IV. c. 22.

The cabman has no legal remedy except in the county court. I may say that the Home Secretary, when I waited upon him with other proprietors some little

Cabmen's legal remedy except in county court.

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marking.

time ago, was disposed to look upon that as a grievance, and I hope the right honourable gentleman will see his way clear to amend the law. Then they have another much vexed question, which only shows the necessity of legislation on the hackney carriage laws. It is known in the trade as chair-marking. There are very few proprietors who resort to that system. It is this. Here is a driver's license (*handing in same*). In fact it is my own. The proprietor, under 6 & 7 Vict. c. 86, s. 8, has to fill in those columns, the date of entry, and quitting service. It is alleged by some drivers that certain proprietors put the figures in a peculiar way, so that the men become marked men.

What is known in the cab trade as chairing is a man taking out a cab and paying no money to the proprietor. Some men—but I am very pleased to say they are very few and far between—mark the license in a peculiar way. I may say it is not so generally known. I was 20 years in the trade before I knew what a chair-mark was; but still it only opens up the question of the revision of the cab laws. Some time ago a society called the Mutual Aid and Protection Society, a cabman's kind of union, brought the matter before the courts. With a view to bringing the matter well before the public, we agreed to have a case taken to the superior courts. I am sorry to say that on that occasion the drivers or their counsel raised a technical objection which proved fatal, and the matter has never been threshed out. I do not think there are two magistrates of the same opinion on the point. Therefore, that further goes to show that revision is necessary in the law. There is another point—the extension of the cab radius. That has agitated the minds of the public quite recently, owing to the action of the metropolitan vestries. The law as it at present stands is this: If a cab is hired outside the four-mile circle, the hirer will have to pay 1s. per mile wherever the cab is set down. But if, on the other hand, the cab is engaged within the four-mile circle, the fare will be 6d. per mile up to the radius post, and 1s. per mile outside the radius post. Now, when the law was altered in that respect in 1869, it was done to protect the interests of the men who worked in the suburbs. Seeing that the fares were very low and far between, they must have an extra rate, they must have an extra rate to pay them for their long hours of waiting. I am disposed to think that the public have a real grievance, however, in a place like Hammersmith, where a gentleman hiring a cab would have to pay 6s. to come to Charing Cross, where, if he took a cab from Charing Cross to Hammersmith he would only have to pay 3s. or 3s. 6d. at the outside. As a member of the St. Pancras Vestry, when the matter came up there, speaking for myself alone, I ventured to say to the representatives of the various vestries, that if they would only co-operate with the cab trade in the matter, no doubt a solution of the difficulty might be obtained. My own opinion is this, that we could very well alter it, and I do not think the cab trade would object, by making the fare the same if the cab is hired outside the radius as if hired inside, that is 1s. per mile to the radius post, and 6d. inside the radius post. I think that would leave the suburban men well protected, and it would give the public what they ask for, and it would not do the inside men much harm. But that cannot be done without an alteration in the law, and if it is to be done the whole thing ought to be gone into. Now, as to insufficient cabstands. Some time ago my attention was called to the fact that there was no cab accommodation outside the British Museum. I wrote to the Commissioner of Police with regard to the matter, and I received an intimation that the Commissioner was powerless to put a cabstand there, notwithstanding that it was much needed, on account of a certain Act of Parliament. A cabrank is much needed near the British Museum, but the Commissioner of Police is prevented from appointing one by the Act 46 George III. c. 124, s. 35, which provides that it is unlawful for a driver of a hackney carriage to ply for hire within 300 feet of any house in Bloomsbury Square, under a penalty of 40s. or a month's hard labour. So far I have dealt with ourselves generally, but the other questions are somewhat in the interests of cab proprietors. Proprietors complain very often that they have to pay very large sums of money in consequence of the recklessness or drunkenness of their drivers, the 6 & 7 Vict. c. 86, s. 33, provides, amongst

Cabstands.

46 Geo. III.
c. 124.

Liability
of cab pro-
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other things, "That every driver of a hackney carriage who shall be guilty of wanton or furious driving, or who, by carelessness or wilful misbehaviour, or through drunkenness, shall cause any hurt or damage to person or property, shall for any such offence be liable to a penalty of 3l., or, in the discretion of the magistrate, committed to prison for any period not exceeding two calendar months." Now the proprietor has to go against the driver up to 10l., but I only know one instance in my 25 years' career where it was done. The magistrate also has the power, if he chooses, to make the driver pay up to 10l. I think all must agree that this is very hard upon a cab proprietor. You have no control over the driver whatever. The Commissioner of Police grants a man a license. You are not empowered to employ a man without a license. You may take a man as a bona fide cabdriver, and to all appearance a respectable man, and then through his wilful neglect, he causes injury to person or property. It is very hard upon the proprietor that he should be called upon to pay very heavy damages, but that is so. That is the law. What we recommend in that case is that the driver should pay something up to 10l. Now there is another question which very seriously affects the public as well as it does proprietors and drivers, and the ordinary law cannot very well deal with it. That is the question of cab stealing. The ordinary law not being effective in dealing with the cab thief, I suggest that a clause should be inserted in the Hackney Carriage Act to deal with this matter. The cab thief is usually a driver who has lost his license, a cab washer, or a carman out of work. His modus operandi is to jump on a cab that is untended, earn all the money he can, and when the horse is exhausted leave horse and cab in some secluded spot, where it is mostly found by a police constable. When the thief is caught, and charged with stealing a cab and horse, he pleads not guilty, and is committed for trial. Before the jury the defence set up is that there was no intention of stealing the cab and horse—that they were only borrowed to obtain some money with. The result in nine cases out of ten is acquittal, the judges as a rule taking that the cab was not taken with a felonious intent. That is a great hardship to the proprietor and also to the driver, because as a rule when the cab is found, the man's tools have all been taken, and there is nothing left but the cab and horse. The horse is usually found in a most jaded condition; and no one knows how many of the public have been bullied or defrauded by the unauthorised driver for the time being. In such cases the cab thief, as he is called, does not steal the cab, but steals the use of the cab for the day. That is the usual ruling. What I suggest is that in the new Hackney Carriage Act, if we are to have one, there should be a clause empowering magistrates to deal summarily with those matters; treating it as a separate offence. Then there is another question that affects proprietors very considerably, that is lost or stolen luggage. There is no limit to the proprietor's liability for lost luggage or stolen luggage. A person losing a portmanteau may put any fictitious value on the contents that he thinks fit, and the proprietor is simply in his hands; he has to pay whatever value the owner chooses to put upon it. We have had several law cases in the matter, and we have on several occasions found that they have been really bogus claims; when the portmanteau has been found later on at a railway station, or somewhere else, it has not contained the articles which it had been stated to contain. We think that some limit should be put upon our liability in that respect just the same as with carriers; they are limited to a certain extent but our liability never ceases. Then, if a cabdriver commits any trivial offence under the hackney carriage laws, such as plying for hire, the police do not summon the driver direct, they summon the proprietor to produce the driver, and the proprietor is under a penalty of 40s. if he does not produce him. Cases are known where the proprietor has been fined, and that quite recently, simply because he could not find the driver to serve the summons upon him; the driver left his employment since the committing of the offence. What we say is, that as the driver's name and address is well known at Scotland Yard, he should be summoned direct, instead of summoning the proprietor to cool his heels at the police court some afternoon when he could be more profitably employed elsewhere. Then there is another matter which I believe nine-tenths of the drivers in London have a

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Cab stealing.

Liability of
proprietors
for lost or
stolen
luggage.

Liability of
proprietors
to produce
driver when
summoned.

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"Buck"
carrying.

very great objection to—I am sure every cab proprietor has—that is what is known as buck carrying. No doubt your Lordship has seen a hansom cab travelling along the streets with a man standing on the cross-spring; that is known in the trade as buck carrying. It is a most objectionable practice. It causes the police no end of trouble at night time, because these bucks, as they are called, when there is nobody in the cab, ride outside on the spring, and whenever they get to a place where a cordon of police are regulating the traffic, these bucks get in the cab as fares until they get past the cordon of police. Then the man drives up to the front of the theatres, and so forth, causing no end of disturbance, to the detriment of the men who have been waiting on the rank for hours, probably. There is no law to touch it unless the fare inside objects: then you can summon the driver for carrying a person without the consent of the owner; but if there is nobody inside the cab there is no law to touch it. What we propose is that it should be unlawful for the driver to carry any unauthorised person on the spring of his hansom. The next matter is one of very great importance to the trade, and that is the cost of licenses. A cab proprietor has to pay 2*l.* for the police license; and in addition to that he has to pay a carriage tax of 15*s.* Then the driver's license is 5*s.*, making up for a man who drives his own cab an annual tax of 3*l.* Now I have searched up the authorities to find what took place when the Act of 1869 was made law. I will read a quotation from Hansard on April 8th, 1869. The Chancellor of the Exchequer, in his financial statement, said, "Cabs are inspected by the police at a cost of 12,000*l.* a year, which has justly been borne by the Government, which made 111,000*l.* a year out of them." I may explain that previous to the Act of 1869 cabs had a tax of 1*s.* per day upon them, and there were six-day and seven-day licenses. The Chancellor of the Exchequer goes on, "but when we have got rid of the tax, I hope my honourable friend will introduce a Bill by which a moderate tax of, say, 2*l.* for a cab and 3*l.* for an omnibus may be imposed to defray the expenses which they render necessary and which it is obviously expedient to incur. However, having washed my hands of the payment of 111,000*l.* a year, I also wash my hands of the payment of 12,000*l.* a year." It is obvious there that when the Hackney Carriage Act of 1869 was made law, the Home Secretary had the power to fix the charge at whatever he might think fit up to two guineas, he created a precedent by making it 2*l.* Now it was undecided until the rising of the House in August 11th, what that charge would be, and Mr. Gourley put a question on the notice paper. "Mr. Gourley said he would beg to ask the Secretary of State for the Home Department, whether he will, before fixing the sum to be paid by the owners of omnibuses and cabs for the police regulation licenses, consider the arrangements existing in provincial towns, and adapt the charges that the burden of local taxation may not fall heavier on the owners of public vehicles in the metropolis than in other places, the Secretary of State being empowered by the present Metropolitan Act to fix 2*l.* 2*s.* as the license on each public carriage, which in other places was only 10*s.* per annum. Mr. Bruce said, in reply, that the last thing he should wish to do was to intercept any portion of the benefit which would accrue, both to the owners of vehicles and the public, from the diminution of the duties upon public carriages. The charges for inspection which had amounted to about 13,000*l.* a year, had hitherto been borne partly by the Metropolitan Police Rate, partly by the Imperial Revenue. It was stipulated by the Chancellor of the Exchequer that this charge for inspection should be levied on the vehicles themselves. It was his desire that this charge should be as low as was consistent with effective supervision. An inquiry was going on in all the provincial towns as to the cost of suspension; but whether he should be able to reduce the charge to the level of the sum found sufficient in provincial towns he did not know." We contend that the Metropolitan Police are getting a very fair revenue out of the cab trade, and that they have been doing so since the Act was passed, their published accounts show that they received 35,991*l.* 0*s.* 2*d.* for licenses under the Metropolitan Carriage Act of 1869. That is in the published accounts for 1890. That has been going on for some very considerable time past. The

Cost of
licenses.

Home Secretary was approached by members of the cab trade as far back as 1837, asking for a reduction, and we have obtained no relief up to the present. But apart from that, the Hackney Carriage Act had not been in force very long before the Inland Revenue people pounced down upon us and made us pay the 15*s.* carriage tax. To prove that it was never intended that we should pay that, I may say that the four-wheel cab, which is looked upon as the less aristocratic and the less profitable, was charged two guineas per annum and the hansom cab 15*s.* That remained so up to 1884, when Mr. Childers brought about a uniform rate and put the four-wheel cab on a level with the hansom cab. Consequently, we say that we are paying something like two-thirds more taxation than we ought to do; and seeing that the trade is so heavily handicapped by the competition of cheap omnibuses and trams and underground railways, a reduction ought to be brought about. We are quite willing to pay the cost of supervision as the Act intended. I may say that these accounts do not show in the slightest degree where the money goes that they receive from us (18,643-7).

The cab proprietors suffer unjustly in respect of stolen property or lost property, through the reputed owners of the lost property mis-stating the contents of the packages lost. They are not required to prove the contents, they make a statement, which is taken as proof of the averment; we have had one or two cases that we have fought through our local societies and invariably we have had to pay. The owner or reputed owner would simply make a statement that the portmanteau, or whatever it was, contained so-and-so and so-and-so and so-and-so, and that is accepted. In most instances we compromise the matter rather than go to law. We do not call on the owner in any case to prove his statement (18,654-8).

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Mr. JAMES SCOTT (Secretary and Manager of the London Improved Cab Company).

The Hackney Carriage Act fixes the price to be paid by the travelling public to the driver for the hire of his vehicle irrespective of class. The Act does not take into consideration the difference which exists between the different classes of cabs. The travelling public, on the other hand, are sufficiently discriminating to make it the best interest of the driver that he should be possessed of the best property. The cab-riders know that the best is the cheapest, and the cabdriver knows that the best pays best. The legal fare is the same for the best and for the worst cab, but the difference is that the public would run after the better class cab and not use the inferior ones, the best equipped cabs get the most passengers (19,270-1).

THE TRUCK ACTS, 1831 AND 1887.

Evidence of the Employed.

Mr. H. PEIRCE (Representing the drivers, conductors, and horse keepers of omnibuses of the eastern district of London).

We have an accident fund, and to this accident fund drivers pay 1*s.* a week, and the conductors pay 6*d.* a week. . . . Our road director manages the fund, and issues a statement to us every three months, which is posted up in the yard, and you can find at once what has been received and paid out, and everything correctly. There are also two drivers and two conductors who are on the committee of this fund (22,646).

All we pay out of this fund is 10*l.*, and the company have to pay the rest. This is for outside accidents, not personal ones. Mr. Sutherst said that the money was stopped out of our pay, and that it came under the Truck Act, and all that sort of business. Of course I do not profess to go into legal matters, but all I know is that we receive our wages at one end of the journey, and we have always paid our club at the other end. Most of us pay it in the morning, and the foreman collects the money, and we pay it before we start. Not only that, but I pay the conductor's share and he gives it me back afterwards, and there is nothing stopped out of the wages. All the years I have been at work for the company I have never had a single copper stopped of any description—never. I have always received my money in full, and paid my accident club, and I think that it is a very good thing, because it is a certain check on our having accidents,

Accid. nt
fund.

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because we have to pay a portion of the expense caused by the accident. On many occasions, since I have been at work for the company, at Christmas time the committee men have gone over and have found out that our accidents have been a bit scarce, and we have shared our 9s. or 12s. each at the end of the year. There has been the balance kept, and they have returned us something (22,669-71).

Mr. W. FOREMAN (Secretary for Ireland of the Amalgamated Society of Railway Servants).

and applied being fines.

There is no truck in the ordinary acceptance of the term, that is, goods are not supplied in lieu of wages except on the occasion of strikes, when they get men into a sort of barrack and feed them there. I fancy they get very close to the Truck Act then, but then these are cases of emergency (25,336).

Fines are mentioned in the conditions and rules; the railway companies claim all sorts of rights in this book, whether they are legitimate rights or not I cannot say. They claim the right to fine, and do any mortal thing they like. I should say my impression is that fining is an infringement of the Truck Act, but there is this in it, there is a difficulty in bringing about a test case. I really do believe a man could object to pay a fine, and I do not think, notwithstanding any rules that railway companies might publish, that they could insist upon a fine being paid, but if a man objects to pay the fine, you know the alternative probably is that he will be dismissed the service, and he will pay the fine rather than lose his situation. That is how the system of fines is worked, and it should not be allowed to continue without some effort being made against it. I should like myself to see the question thoroughly tested. Whether it is an infringement of the Truck Act, of the actual letter of the Act or not, I do seriously contend that it is a gross infringement of the spirit of the Act. I cannot believe as I read the Truck Act that it would tolerate it, and I think it did not intend to cover such cases as that, and that there should be the right of imposing fines. If no check is put upon employers fining, what is to prevent an employer making a man work for a week, and then fine him a week's wage for some imaginary offence when he has committed no offence at all; there is nothing to prevent them making a man work for nothing. The rules of the company do not stipulate any scale of fines, but they just say that they reserve to themselves the power of fining the men as they may feel disposed to do on committing an offence, and I say there is nothing to prevent them making a man work for nothing on the pretence that they are fining him (25,335-5).

rules of the company.

There is no man who gets his rules till after he enters the service, and then after he has entered the service he gets the rules. He does not know what there is in them when he is employed, but as long as he continues in the service he is bound to agree to the rules. No man is going to throw up his job on such a pretence as that the rules are harsh. A man has more regard for his work than for the rules, and the consequence is that as the way to his work lies through the rules, he must keep to the rules in order to keep his job. I may say I have had several cases under my own notice of breakage of rules. Of course you understand, that before I went to Ireland I was conducting a paper called the "Railway Review," and I had a great deal to do with the Board of Trade Returns on accidents and that kind of thing, and I was frequently struck with the number of accidents wherein Board of Trade inspectors drew attention to the breakage of rules by workmen, through which accidents had occurred, and these rules having been broken with the knowledge of the officials of the company, it bears out the assertion that is frequently being made that the railway companies' rules only exist for the purpose of being broken, when it suits the convenience of parties that they shall be so broken (25,338).

THE RAILWAY REGULATION ACTS, 1840-89.

Evidence of the Employed.

Mr. ANDREW BALLANTYNE (Assistant Secretary to the Amalgamated Society of Railway Servants, Scotland).

Appointment of sub-inspectors under the Board of Trade.

Now as to sub-inspectors on railways, we have from time to time urged the necessity for sub-inspectors on railways, and such to be practical railway men. A deputation from the Amalgamated Society of Railway

Servants for England, Ireland, Scotland, and Wales, the Associated Society of Locomotive Engineers and Firemen, the Parliamentary Committee of the Trades' Union Congress, and our Scotch Society, along with a number of members of Parliament, met Sir Michael Hicks-Beach on June 20th, 1890, for the purpose of placing their views on the subject before him, but without result. We cannot understand why a principle that has been admitted both in factory and mines inspection, cannot be extended to our railways where so many thousands are employed. We do not want to interfere with the present inspectors or their work; they are very necessary for the examination of new work, bridges, &c. What we want would be additional to their work in continuing the inspection after the line has been opened. Not only in the interests of the railway men, but also in the interests of the travelling public, it is very valuable to have the fullest inquiry into accidents on our railways as at present, but it would be much more valuable if the accidents could be prevented, and the many lives that are lost thereby saved (25,061).

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To continue inspection after line is opened.

For instance, at Milngavie Junction, had it been inspected after the traffic was being worked, it would have been seen that the line was quite inadequate for the traffic that had to be worked on it. I mean that there was not stiding accommodation for the traffic, or that accident would not have taken place (25,802-3).

Accident at Milngavie Junction.

The other duties of these sub-inspectors should be to inspect signals, and, as I stated in my evidence yesterday, inspect the signal cabins. I gave an instance of a signal cabin that in my opinion is much too low for the conduct of the traffic (25,810). What I say is this, that the trained eye of a railway man would notice a defect of this description much earlier than any officer. The Board of Trade inspector's attention could be drawn to the fact, for instance. I do not mean that the sub-inspector should be a higher grade official than the inspector-in-chief. I would still have the inspector-in-chief to control as he does now. I think that the appointment of sub-inspectors would bring to his notice things which he does not see now. That is clear from the Milngavie Junction accident. It required this accident to bring to the notice of the Government inspector the fact that the one signal appeared in the wrong position; that the signal of the main line appeared in the position of the branch line. The inspectors of the Board of Trade recommend some change, or say, that if something had been different the accident would not have happened. That is one of the reasons why I should like a sub-inspector, so as to minimise those recommendations; to see that an alteration has taken place before an accident occurs. These sub-inspectors should also see that the railway companies were not working their servants longer hours than were safe (25,813-20). The companies are bound now to report to the Board of Trade the hours of their servants' working, but they do not always give facts, however, I do not believe some of them do report honestly. I will give you one glaring case. The Highland Railway reports that they have no men working over 12 hours. I know it to be a fact that every day men are working over 12 hours. I know that it is a fact at the present moment that passenger engine drivers, who are reported in the Board of Trade Returns not to exceed the 12 hours per day, are working more than 12 at the present moment. I can give other cases where, from my knowledge of the manner in which hours on the Caledonian line are not reported to the Board of Trade accurately. They may accurately report the information that is supplied to them by the officials of their company, who give inaccurate information to save themselves. I understand the Commission has power to have the books before you. The books are falsified. You can have a book, for instance, on the North British where the figures marked by the men were altered by the official. You will see the alteration. It appears on the Dunfermline books, for instance. The Dunfermline book has been altered to my knowledge (25,822-37).

I say that the North British returns are false, and the Caledonian are not accurate (25,833-9).

And the Highland are not accurate. I will give you an instance that came under my own notice of how the Caledonian arrive at their figures. A case came under my notice—the case of the train that I have already referred to, working from Edinburgh to Glasgow.

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When one of the officials was compiling a return for March 1890, the time was taken when the man left Edinburgh, and he took from the time-table the time when he was due in Glasgow. He did not return to the Board of Trade the number of hours that that man was on duty in Glasgow, nor out of it; he returned the actual book time of the train in Glasgow (25,840).

The inspector gave one of the men instructions. The inspector was Jarvie. One of the men under him took the time from the book and took out the time that the train was actually booked in Glasgow, while if the time is compared with the guards' journals, it will be seen that on some occasions during that month the man had actually no time off duty in Glasgow at all, yet it was deducted (25,851).

After citing the various causes of certain accidents which had occurred, the witness went on to say:—

“There is also the Railway Regulation Act of 1889, which is now in operation, but it will be useless unless the Board of Trade are to appoint inspectors to see it carried into effect. From our experience in the past we know that there will be great difficulty in getting some of the railway companies, at least, to adopt the reforms that Parliament in its wisdom has thought fit to pass in an Act of Parliament. The railway companies themselves will not report their bad behaviour to the Board of Trade, and in the public interest the law of the land must be carried into effect, and the Board of Trade is, I think, the proper authority to see this done. The next point that I come to is the Enginemen's Certificate Bill, and the necessity for an engineman being certificated. We, like our fellow workmen in England and Wales, are agreed on the necessity for an examination by the Board of Trade of all persons in charge of steam-engines and boilers as to their fitness for such positions, and the granting of certificates accordingly. It is necessary in the interests of the travelling public that all drivers of locomotive engines should be thoroughly practical and experienced men, in the same way that it is necessary for sea-going engineers, who are certified by the Board of Trade. Such examinations would not only be beneficial to the public, but to the men themselves, as it would raise the status of an engine driver, and cause the fireman to study and prepare himself for the examination. I do not think more need be said on this point, as everyone knows the benefit of education.”

We contend that their efficiency being of such great importance to the thousands of travellers they ought to be examined by public officials (25,061).

Mr. W. FOREMAN (Secretary for Ireland of the Amalgamated Society of Railway Servants).

Working
single lines.

“In regard to the Railway Regulation Act, I would point out what I consider to be an omission. While it provides for the interlocking of signals and for the introduction of the block system and meets the case, I should say of continuous brakes it overlooks altogether the question of working single lines. We had a serious accident on the Lough Swilly Railway in Ireland.

Bad lights.

“There is another matter then that contributes, I am afraid, to accidents on railways. I do not know whether that will come within your inquiry, that is the bad lights at shunting yards.

“I only wish to say there are very few of the shunting yards in Ireland that are properly lighted, and that if they were better lighted it would render the work of shunting more safe. On the Great Southern Railway I must say that they do light their yards better than they do on any of the other lines; in some cases they have got the electric light, which has been a great improvement. Then there are complaints from all the lines in regard to the exposed condition of the signal rods and wires going over the lines, where men have got to perform shunting work. Those are matters which contribute to accidents, and, consequently, I thought it well to mention them to the Commission. Then I will not need to refer to the increase of the automatic brakes and block system and that sort of thing. With regard to inspection, from what I have seen myself in travelling over the country, I have reasons for believing that there is need for a more vigilant inspection of the manner in which railway work is performed, in order to secure

Inspection.

that safety which is required for the protection of railway men as well as the travelling public. I have no faith in the entire observance of any Railway Regulation Act unless such vigilance as I have mentioned is exercised. I have seen things done myself, which had they been seen by anyone whose duty it was to make a note of them and report, would have been worth while drawing the attention of the Board of Trade to. I will give an example. I am convinced that if there had been a system of inspection of railways for the purpose of exercising a vigilance over the working of lines, the system in vogue on the Lough Swilly Railway, which contributed to that fatal collision, would have been arrested by the Board of Trade before that serious accident occurred” (26,201-3).

Now, on that occasion, one of the witnesses, whose name appears in the official report of the Board of Trade, a guard named Bonner, made some revelations. He made some startling revelations in regard to the system of working, by which he incurred the severe displeasure of the manager of the line. I may just mention that since then the services of guard Bonner have been dispensed with by the Lough Swilly Railway Company, ostensibly for a little alleged dereliction of duty, but undoubtedly, unquestionably, anyone who will read the evidence that he gave and take other things into consideration, will agree with me that his dismissal was for making those revelations in his evidence to Major General Hutchinson, and at the trial of the men concerned in the accident. With respect to this accident, I may say that one of the guards was sent to gaol and imprisoned for seven months, and hard labour attached to the sentence. Although it was proved—Major General Hutchinson's report itself proves—that the system by which the line was worked, or rather the want of system, was more to blame for the accident than the actions of the men themselves, we find that here is one man sent to gaol, another one is liberated on his recognisances, and another one is acquitted, of course dismissed the service, while the greater offenders, the prime offenders, are not dealt with at all; but, on the other hand, dismiss a man from the service for having spoken the truth (26,225).

Evidence of the Employers.

Mr. FREDERICK DAWSON (General Manager of Londonderry and Lough Swilly Railway Company).

We have not been required under the Regulations of Railways Act to make any alteration in our system of working. We are working under instructions issued by the Board of Trade in a letter, I think, of January. Mr. Foreman must have been perfectly aware of the fact, because he was over the line since those arrangements were put in force (27,209).

Major Hutchinson's report of the account was this. I will read you the conclusion. He says: “This very serious collision was immediately caused by a disregard on the part of the deceased, driver McNair, of guard Doherty, in charge of the empty train, and on signalman Davis on duty at Tooban Junction, of the instructions which had been issued by the manager of the line on the morning of the 21st June, with reference to the running of the empty train upon its arrival at Tooban Junction from Letterkenny.” He then states: “These instructions made it perfectly clear that the empty train was to remain at Tooban Junction on its arrival there from Letterkenny till the second troop train arrived there, when its engine was to take the troop train to Letterkenny, the engine of the troop train taking the empty carriages to Londonderry. These instructions were perfectly clear, and had they been acted on, and not considered to be superseded by a word of mouth message and wave of the hand given by the guard of the first special train, as it passed the junction (where the empty train was waiting), at a speed of six or seven miles an hour, no collision would have occurred.”

Mr. Foreman's statement is not true, that we are working our line without staff, brakes, or cabins, or anything of that kind (27,205-7).

Bonner was dismissed eight months after the accident took place for a serious breach of the rules, an act of dishonesty (27,211-3).

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Mr. JAMES THOMPSON (General Manager of the Caledonian Railway).

Mr. Ballantyne stated, in answer to Question 25,832, that some of the inferior officials gave wrong information to save themselves, that the books were falsified, and that the Caledonian returns were not accurate, and quoted the case of an Edinburgh train. I was very much astonished to read such a statement. I have gone again very carefully into the whole matter, and so far as the Caledonian Company is concerned, it is absolutely without foundation, and from my own knowledge there is no justification whatever for the statement as to inferior officials giving wrong information to save themselves. He gave a particular instance; he said that when one of the officials was compiling a return for March 1890, the time was taken when the man left Edinburgh, and he took from the time-table when he was due in Glasgow, and that he did not return to the Board of Trade the number of hours that the man was on duty in Glasgow nor out of it, but returned the actual book time of the train in Glasgow. I find that the actual hours of the brakeman working that particular train, the only train on which this might possibly occur, were such that it was not necessary to include them in the return. They were not beyond the 12 hours, and I have satisfied myself as to that. On every occasion during the month of March 1890, the brakemen were booked off in Glasgow, and I can produce the books with the men's own signatures booked off and on. In fact I have it here if wanted (27,869-70).

With respect to Mr. Ballantyne's suggestion (Question 25,061) that engine drivers should be examined and certificated by the Board of Trade, my view is, there has never been any difficulty in the locomotive department for men becoming thoroughly competent engine drivers. There is a great deal required besides the mere mechanical work of driving an engine. There is a knowledge of the line, and there are curves and inclines, and the signals, and those elements are all very necessary and requisite for drivers to have.

All our engine drivers go through the preliminary stages of cleaners and firemen, &c. A cleaner must have at least 12 months' experience as such, before he can be examined as to his fitness for promotion to the grade of fireman. The average service of cleaners who become firemen is two years. No one is appointed fireman under 20 years of age. Before a fireman can be passed as an engine driver he must have had about five years' experience as fireman. Every fireman is personally examined and practically tested by the locomotive superintendent (27,832).

I do not think that any Board of Trade certificate could add either to the security of the public or to the power of an engine driver to obtain a situation elsewhere. No one has a greater interest than a railway company in having thoroughly competent engine drivers, and that is the best security that the public can possibly have (27,930-2).

Mr. JOHN CONACHER (General Manager of the North British Railway).

The next matter to which I wish to call your attention will be found in Questions 25,836-8. Mr. Ballantyne says: "You can have a book, for instance, on the 'North British, where the figures marked by the 'man were altered by the official.'" "It appears," that is the next question, "on the Dunfermline 'books, for instance?—The Dunfermline book has 'been altered to my knowledge.'" (Q.) "You say 'that the North British returns are false?—(A.) 'Yes.'" That case arises out of these circumstances: In order to shorten the hours of duty of certain men at Dunfermline, arrangements were made to relieve them of their engines immediately the day's running was finished, other men being employed to clean the fires and put the engines away. Fireman David Wishart, who was relieved in this manner on the occasion in question, namely, the 22nd March 1892, entered 8.10 p.m. in the register as the time he booked off, although he returned to the shed and was relieved of his engine at 7.55 p.m., and was seen by the night foreman leaving the premises at 8 p.m. The night foreman reported the matter to his superior, Mr. George Weston, locomotive foreman at Dunfermline, who instructed him to alter the time of booking off to 8 p.m., that being the actual time the night foreman saw Wishart leaving the shed. Wishart altered the book back to 8.10 p.m. next morning, and the pay

clerk included that time when making up the pay. We were unable to find the entry; the circumstance was remembered, but we could not find the date, and Wishart was asked if he would tell us the date, and he made this statement: "I, David Wishart, fireman, 'Dunfermline, of my own free will and accord 'declare, that on 22nd March 1892 I commenced duty 'at 6 a.m., and returned to shed at 7.55 p.m., and 'booked off at 8.10 p.m., and on commencing duty 'following morning found time (8.10 p.m.) altered to '8.0 p.m., when I again altered book to 8.10 p.m., 'complaining afterwards to Mr. Weston, locomotive 'foreman, of the alteration. The other alterations 'in book at my name were made by myself, being 'simple mistakes and corrected. I was paid for 14 'hours and 15 minutes' duty, as shown in time book, 'being five minutes more than I originally entered. '(Signed) DAVID WISHART, 19th October 1892" (27,170).

Mr. E. W. MAUNSELL (Secretary of the Dublin, Wicklow, and Wexford Railway Company).

The Board of Trade Returns will sufficiently refute the statement that there have been more accidents on the Dublin, Wicklow, and Wexford Railway line, and Mr. Foreman refers to these returns. Accidents have been very few and trifling, and, I am informed, that not one of them has been traced to the new hands employed.

Sir GEORGE FINDLAY (General Manager of the London and North-Western Railway Company).

As regards the appointment of sub-inspectors, I had a very strong view upon it, and it has been disposed of by the report of the Committee on the Hours of Labour of Railway Servants. They distinctly say, and with the approval of the inspecting officers of the Board of Trade themselves (because Major Marindin's evidence upon that question is very conclusive, and I think General Hutchinson, and certainly Sir Henry Calcraft, was strongly opposed to what we call petty officers—I mean in their degree) that they object to men going about grievance hunting upon railways. With their view I entirely concur, and I think the Commission should not be troubled with that question, because it has been settled by the evidence called upon both sides and by the Board of Trade themselves (25,984-5).

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THE MIDLAND RAILWAY (ADDITIONAL POWERS) ACT, 1867.

Section 58. "The company shall, at the end of each "and every half-year after the establishment of the "superannuation fund, contribute out of the revenues "of the company a sum equal in amount to the sum "which, during the same half-year, has been contri- "buted thereto by the officers and servants of the "company, and such further sum as the company "and the committee from time to time agree upon, "not exceeding one-half of such specified contribu- "tion."

Section 57. "The per-centage of their salaries "which the officers and servants of the company "shall contribute to the fund not exceeding the rate "of 2l. 10s. for each 100l. of their respective salaries "in the case of officers under 40 years of age at the "time of becoming contributors to the fund."

Evidence of the Employed.

Mr. W. J. HARRISON (Cavasser in the service of the Midland Railway Company).

It is not a very large matter, but it is a large principle in regard to the company violating that condition of the Act.

I have had the matter in correspondence with the committee (27,357-8).

The committee differed from me as to the legal claim, but the committee had themselves, in the first instance, violated the Act, and they were the judges of their own conduct, and I scarcely expected that they would condemn it.

It is in the option of the members of the fund to elect three members in the place of those who, in our opinion, have violated the Act. But there is a very great difficulty in regard to that election. There is a proviso that, before that election can take place, that is, in regard to the election of any committeeman, his name is bound to be posted at the general offices of the Midland Railway Company for a given period before he can even be nominated; and the men

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consider—well, at least, I consider, as one—that there is a certain element of danger in that (27,404-5).

I would like to point out that, according to the preamble of the Act, the fund may be established for the payment of superannuation, and other retiring allowances; and I consider that the other retiring allowances are as much a part of that fund as the superannuation. Any contributing member dismissed the services for dishonesty, or retiring to avoid such dismissal, has to forfeit all his contributions, and lose all benefits whatever from the fund.

The common law already provides a punishment for him, which is considered sufficient for an ordinary clerk, and, I think, ought to be sufficient for a railway clerk. I do not think that this fund should be used to still further punish him. I quite agree that when the man has done wrong he should be punished, but I also contend that he should not be punished beyond what any other person would be punished in a similar vocation in life. It appears to me that the maximum punishment under the common law is violated; that is, I am dealing now with a man who is charged with his first offence, and being summarily dealt with, where the maximum penalty would be six months' imprisonment. In addition to his six months' imprisonment which he might get as his full penalty, he also loses the whole of his life's savings, and, in very many instances, I believe that if those savings were in his own possession, the temptation to take the money of his employer would not exist. Supposing a man resigns, or his services are dispensed with for no reason discreditable to himself—formerly his position was that he received one half of his own contributions back again, and four per cent. simple interest—his position now is that he receives the full amount back again without interest.

I contend that whatever sum stands to his credit in that fund ought to be paid to him on his resignation. That is the sum that stands to his credit; the amount of his own contributions and the amount of the company's contribution, with compound interest during the time that he has been a member (27,414-21).

Under the Act the company have the power to fix a sum in excess of 2l. 10s. per 100l. in the case of men over 40 years of age. But my contention is that the men between 28 and 40 are protected by that particular sub-section, or, rather, ought to be. Then there comes into play the company's contribution question. The men between 28 and 40 pay an increased sum to this particular fund; then the company might very reasonably say that between 28 and 40 we are not bound to pay anything additional, although section 58 of the Act distinctly asserts that the company shall pay a sum equal in amount to the sum contributed by the men. Whatever that may be, I contend that the company are entitled to pay a contribution equal in amount. As a matter of fact, the first year that it was shown in our balance sheet, the year that I took exception to the amount, it was shown as an amount of contribution by members—the total sum; amount by company—being 300 odd pounds less than the total that the members had paid. In the following year it appeared in the balance sheet as extra payment by members over 28 years of age to receive benefit under Table 1. It appeared to me that, having given the term "extra payment" to that portion of the servants' contribution, the company or the committee thought to evade the Act, and my contention is, that by whatever name they call it, it is a sum contributed, and as such it ought to be covered by the sum contributed by the company being equal. In the event of any of these things being done that are to our minds, or to my mind, illegal, the servant has no proper remedy. It may be said that he can go to court; but he may just as well be told to go and reach for the moon, because it is out of his reach altogether (27,466).

"A directors' actuary shall be appointed by the directors, as soon as conveniently may be after the termination of 10 years, and of every successive period of five years thereafter, commencing the computation of the first such period with the 1st day of February 1870. A contributors' actuary shall from time to time be appointed by the contributing members, at the ordinary meeting holden in the year next succeeding the expiration of 10 years, and of every successive period of five years thereafter." Now, one of my points here is, that the members, as a body, seldom or never know anything of actuaries or actuarial duties; that, as a matter of fact, they

never come in touch, never come in contact, with actuaries. The chief officers of the company may, but I am meaning, now, the mass of the servants, and they have little or no knowledge with regard to the matter. It appears to my mind that rather than this system be adopted it would be better if, as in the case of the friendly societies, someone should have control in regard to the actuarial duties attending these funds, as in the case of the registrar. You see, there is a third actuary who is appointed, and he is appointed by those other two, but I contend that he should appoint the third, or some other independent authority; I think the Registrar of Friendly Societies the best, as it is already an existing office. I have not ever suggested it to a meeting of the society that that change might be made, for the reason that on one occasion I made an attempt to get inserted on the agenda, a resolution dealing with a matter that I considered of great importance. I may tell you that under the rules we have no power, as servants, to get anything discussed, we cannot bring anything before that meeting, except what is on the agenda, and there is no proviso by which we can get these things inserted, that is no absolute proviso (27,438-41).

THE CONSPIRACY AND PROTECTION OF PROPERTY ACT, 1875.

Evidence of the Employed.

Mr. ANGUS CAMPBELL (Solicitor, Glasgow).

You have something to say, I think, as to that case and as to the manner in which the Conspiracy and Protection of Property Act operates?—Yes.

Will you kindly state in your own way what you have to say upon that point?—Cronin's case was this: He was, as your Lordship has already printed out, secretary to this society. He was first charged with having, on certain days in October 1889, persistently followed certain men from place to place along a certain road, with a view of compelling them from doing certain work, contrary to sub-section 2 of section 7 of the said statute, or otherwise, on the dates mentioned, with following some men in a disorderly manner along the same road, contrary to sub-section 5 of the said section, and (secondly) with having, on the 9th October 1889, acting in concert with a number of persons, watched and besetted certain steel works and the approaches thereto in which the men before referred to were at the time working, contrary to sub-section 4 of section 7 of the Act. Your Lordship will see there that he is charged with committing three offences, although conviction could only follow on two, inasmuch as the first is called an alternative charge. You can be convicted on one or other of the first counts in this indictment, although the complaint involved three charges. I say that the *species facti* on which the prosecutions relied were to all intents and purposes identical and made applicable to each of the charges, and, in point of fact, were so manipulated as to give colour to no less than three charges, whereas in point of fact Mr. Cronin, if charged at all, should only have been charged with violation of one of the sub-sections. The complaint just referred to was issued in summary form, and Mr. Cronin, being cited to appear to answer thereto, did appear on the 23rd October 1889, and pleading not guilty the diet in the cause was adjourned until the 28th October, when, Mr. Cronin again appearing, he availed himself of the provision contained in section 9 of the statute to have the charge against him charged upon indictment. This, I should explain, means that the charge in a summary form had to be dropped and an indictment formulated, which required for its disposal that the accused should be brought before a jury, it being incompetent, according to the law of Scotland, for a judge, no matter how elevated, to try an accused upon indictment other than with a jury. Before saying anything about the indictment which was immediately afterwards served upon Cronin, I should here point out that all that was charged against him in the summary complaint was (first) violation of sub-section 2 or alternatively violation of sub-section 5, and (second) violation of sub-section 4, that is, two charges were preferred, the first being, as I have already stated, an alternative charge. That was not, however, found to be enough. Immediately on claiming the right to be tried by jury other charges appeared, namely, that Cronin having wrongfully and without legal authority, and with a view to

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compel certain persons to abstain from working at a certain work, (first) did on certain dates, acting in concert and along with a large number of other persons, persistently follow certain persons contrary to sub-section 2 of section 7 of said Act, or otherwise did on said dates follow the persons named, and designed with a large number of persons in a disorderly manner contrary to sub-section 5, and (second) did watch and beset certain works. Thus the charges which were originally two in number were increased by two, the first of the increased charges being alternative, and the whole charges, though involving possible conviction in only four, really involved an investigation and trial of the accused upon at least six. The hardship of this is obvious. Against Cronin were the whole weight, power, and influence of the Crown, such prosecutions in Scotland being public and conducted by the Procurator Fiscal under the Lord Advocate. The defence involved protracted and expensive inquiry and preparation, covered many dates, and the recognition of a great many of the persons named. In point of fact the law account incurred in Cronin's defence amounts to nearly 800l. After formulating and, I may say, ringing the changes upon all possible charges, and upon the accused objecting to be tried summarily and claiming to be tried upon indictment, the Procurator Fiscal departed from the summary proceedings *pro loco et tempore*, and no steps were afterwards taken therein. That is, the summary proceedings were absolutely dropped. Mr. Cronin was arrested, however, upon a new petition at the instance of the Procurator Fiscal, charging him with having committed certain offences formerly charged, and while in custody a second petition was presented by the Procurator Fiscal charging Cronin with (first) having on 17th October watched and beset the house in Kerr's Land, Eastfield, near Rutherglen, occupied by William Roxburgh, and in which he then resided, and with having watched and beset the approach to Clydebridge Steel Works, near Rutherglen, in which Roxburgh was employed, and (second) on 21st October 1889, in Argyle Street, Glasgow, with having used violence to James Hunter, engineman at said steel works, by striking him with his fists on the face, &c., &c., contrary to sub-sections 4 and 1 respectively, thus adding two more charges to those already preferred, and raising the number of charges involved to eight, and possible conviction of six thereof. I will hand in the paper which narrates the whole circumstances and which gives the details of those various charges, and will save myself repeating them here. It is in the nature of a Bill of Suspension and Liberation in the High Court of Justiciary against the Lord Advocate (*handing in the same*).

Did I understand that the objection is that the same act was charged against him as an offence against various sections?—No, the statute was elastic in its terminology, and was comprehensive. A man who commits one act may have it described and specified as a violation of more than one, and possibly two or three sub-sections (26,080-3).

But is that peculiar to this Act?—I think it is peculiar. The danger is this, that a man who "persistently follows" may be said to follow in a disorderly manner. If one or two are along with him and if it occurred near works he may be said to beset those works, and if it occurred near to a dwelling-house, I think he may be said to beset the dwelling-house, and he may be charged with nearly all the various alternatives in the statute and involve himself in the possible penalties in each and all of these sections.

Do you mean that he may be separately punished under different sub-sections of the Act for the same act committed by him?—The same *species facti* might be formulated in two or three possible charges, and such Act has been read so that he might be fined and punished in respect of each act; that is, the acts are cumulative. I do not think that they were intended to have that effect, nor do I think that they will bear that construction. But that is what the High Court of Justiciary in Scotland has found. The words "liable to a penalty for each of the offences" are not in the Act, but the Act has been so read.

But are they separate offences or are they the same offences?—In Cronin's case he was actually sent to trial on eight distinct offences. The ultimate conviction was only in respect of two of the smaller charges. The rest all fell through, but the hardship

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to him was this, that he had to meet an indictment setting forth no less than eight offences, and several of them alleged violence of the statute.

Would not the same thing occur with regard to proceedings under many other statutes?—I do not think any statute so elastic and so susceptible of this kind of manipulation as the Conspiracy and Protection of Property Act.

Does not that arise from the fact that intimidation is often difficult to prove?—In Scotland there would be no difficulty at all. Any demonstration in force of any number of persons is an offence at common law, if it interferes with the free action of the subject; it amounts to mobbing, according to the law of Lord Kingsburgh, which is the leading work on the subject.

Will you go on and tell us further what happened. We do not want minute details?—I will endeavour to make it as succinct as possible. Cronin was indicted and his trial came on. I shall give the date immediately. He was tried and two of the charges were withdrawn at an early stage of the case. An *alibi* was pleaded as regards the most serious charge, and it also dropped. He was ultimately convicted on two of the lesser offences, and sentenced to 60 days without the benefit of any pecuniary alternative. It was thought by his friends to upset the conviction on certain grounds which are given in detail in this print which I hand in (*delivering in the same*), but the High Court of Justiciary upheld the relevancy of the complaint and the legality of the conviction. It was contended on Cronin's behalf that this was a hardship. It was also maintained that the cumulative prayer for sentence was also incompetent, but that also was disregarded. It was maintained on his behalf inasmuch as the statute did not say that an offender was not liable in respect of each offence committed, that the cumulative penalty was incompetent, but that also was disregarded, so that according to the ruling of the High Court of Justiciary, a workman may now be charged with having committed a breach of each or any, or all, of the various alternatives of the sub-sections of section 7, which are, I think, six in number, and so involve himself not only in possible prosecution for having committed those contraventions, but in a possible imprisonment of three months, with a possible pecuniary alternative of 120l.

I am putting it to you for the sake of information. May not that arise in many cases from the prosecution not being quite sure of what they will be able to prove, and therefore bringing forward several charges, expecting that the evidence will prove some of them?—I have not the smallest doubt that that is the policy of the prosecution, but I think it is a very reprehensible policy. Any statute to make it possible to make a charge in four or five alternatives with a possible conviction on any one of them is not to be commended, but to be rephrased.

Well, your practical objection to this is, I take it, to be that the penalties being cumulative they may amount to much heavier punishment than was intended by the Act?—I think so. It was never in contemplation by the framers of the Act that any man should be tried except in one or other of the alternatives and punished accordingly. If, for example, a man is guilty of following, or following with a crowd of other men, and so interfering with the liberty of the subject, he can be indicted for mobbing, and punished more severely than this Act contemplates; and my view is this that wherever the common law is strong enough to meet a thing of this kind, legislation is quite unnecessary.

Your objection only applies to cases in which a man is proceeded against under several heads for the same act. You would not call it unfair if a man violated one section of the Act one day and another section another day, that he should be proceeded against on both charges?—Yes; but there are words in the statute so elastic and so susceptible of peculiar interpretation, that I would suggest improvements. For instance, sub-section 1 of section 7 has these words, "uses violence to or intimidates." Now some judges have interpreted the word "intimidate" very peculiarly, as presence in force, or to look at a man. The word "violence" is a very suitable word.

Is not intimidation a word which has been legally defined?—Not quite so. There are judges with us who

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have a summary form of their own and have reasons of interpretation, and there is no appeal against them. Then the words "persistently follows" in sub-section 2 and in sub-section 5, "follows such other person with two or more other persons in a disorderly manner." Now sub-section 5 in a measure embraces sub-section 2. My suggestion is this, that if the section is to stand in no case should the penalty incurred exceed 20L., with the alternative of three months' imprisonment.

That is practically three months' imprisonment?—
Yes.

Because we may take it that in all the trade disputes in which fines are imposed they are paid by the society to which the person belongs?—That is the general case. I have known exceptions to it.

Practically, therefore, fines of a few pounds are merely nominal sentences, because they do not fall upon the persons who are professedly fined?—Our judges are disposed to look at it in that way and not to give the pecuniary alternative, but it is not by any means clear that they should have the power of sending a man to prison without the alternative of a fine. The words in the Act "if without payment" should be given effect to, and I know that the judges were thought to be bound to give the alternative. Of course that is not their view (26,083-95).

Do I understand you to contend that no man under this Act should be subject to a penalty of imprisonment without the option of a fine?—I would not put it quite so high as that. I could understand a case of actual violence where imprisonment might with perfect propriety be awarded. If a man were tried in a summary form without a jury he should have the power of paying a pecuniary penalty, but if it was a sufficiently aggravated offence and it was tried before a jury, I should leave it to the judge to say whether he should get the benefit of the pecuniary alternative or not.

Before going on to another part of your evidence, have you anything to add on that subject?—I think not. I have put in to the Commission the Bill of Suspension and Liberation against the Lord Advocate (26,096-7).

Regarding the Conspiracy and Protection of Property Act, do I understand you to say that the recommendation you make to the Committee is that if anyone commits a special offence he shall only have one specific charge against him?—That is not precisely the position, but it is this: that if you proceed against him under the statute, no matter how many of the alternatives you may avail yourself of, that the penalty should not exceed 20L., or three months' imprisonment; and my reason is, that should the man be guilty to an extent that would warrant him to have four or five charges against him under the sub-section, the common law would be the machinery, and not the statute law.

What you propose is that we should suggest to Parliament to so alter the law as that either the imprisonment or the fines which are imposed should not be cumulative?—That is so (26,118-9).

Referring to the earlier part of your evidence, you said that all of your objects was to do away with cumulative penalties?—Yes, under the Conspiracy and Protection of Property Act.

I am not quite sure I understand in what sense you use the words "cumulative penalties."—Supposing, for instance, as part of the same transaction, a man is accused and convicted of having intimidated A. and subsequently intimidated or did violence to B. and C., would you say that he had been punished for those three offences, or would that be a case of a cumulative offence?—If he was guilty of violence to three or more persons I would consider him outside the statute, and indict him at common law for the assaults, and submit him for the consideration of the jury. I think the statute was meant to meet special cases, and not to abrogate and supersede the common law. The common law of Scotland undoubtedly meets nearly everything provided for in this section.

In fact, your evidence comes to this, that that Act ought not to have been passed?—A good deal of it is unnecessary (26,169-71).

I am in favour of the general policy of the law, but I should be in favour of the entire repeal of this

statute, and the substitution of power in the judge to issue his warrant on production of, say, *prima facie* evidence of liability or upon cause shown, and that without notice to the defendant, but I would protect persons against the possible use of any arrestment of funds specially set apart, and belonging to trades unions for the alimenting of its members (26,108).

Mr. W. FOREMAN (Secretary for Ireland of the Amalgamated Society of Railway Servants).

Now, on the question of picketing, we find it somewhat difficult to get on with picketing work in Ireland. Picketing, I think, is legal, and so far as it is legal, when we find that it is to our advantage to exercise it, we are desirous of doing so. On the occasion of the Dublin and Wicklow strike we were very much harassed by the police, and we had four pickets arrested on the warrant of the station master of the Harcourt Street Station, for frightening a non-union man who had remained at work instead of coming out on strike. The case was brought before the magistrate, and dismissed, the magistrate expressing himself by saying that working men had a perfect right to go out on strike if they choose, and that picketing was perfectly legal, and so long as no violence was exercised no one had any right to interfere with these pickets. We felt that we had a case against the company, and I may say that the magistrate denounced the arrest as illegal. We sued the company for illegal arrest, and I may say that they got out of their liability by contending that we were not able to prove that they, as a board of directors, had ordered the men to be arrested (26,229).

Mr. A. GOODLET (Engine driver in the service of the Caledonian Railway Company).

The only way that I see that Government ought to interfere is to see that no man shall prevent another man from going to his work if that man is inclined to do so, either prevents him by force or by any means that prevents that man. There is a case that I gave of men willing to be at their work, and could not get to it owing to the picket system.

We wish that men should be protected against violence or the system. There are cases that I know perfectly well of men who had no intentions of leaving their work, but were accosted on going to their work by men who told them that if they came out they would receive all that they wanted (27,577).

I have tried to make my idea clear why I think Government ought to interfere in cases of men who are quite well pleased. There is moral suasion and moral suasion; there are different kinds of that. As regards what is used in connexion with elections, it strikes me if the same results of moral suasion were seen in general elections it would very soon be stopped; things would not stand at all (27,691).

Mr. J. MUDIE (Mineral driver in the Scottish North-Eastern Railway Company).

During the progress of the strike . . . picketing was carried to a great extent, so much so, that to prevent being molested we had to go to and from our work in plain clothes, and in some cases had to be accommodated in the company's hotel at the Central Station, Glasgow (27,680-1).

Mr. W. MELROSE (Signalman in the service of the Caledonian Railway Company).

During the strike a shunter told me that it was customary for the pickets to go up and down with weapons in their hands, and of course the servants

* Mr. Campbell wrote to the Secretary subsequently and said, "When speaking of the Law of Arrestment on the dependence of actions, I used the word 'statute' as the equivalent of 'law,' and intended it to mean law, whether written or consuetudinary, and that because although the diligence is expressly provided for and regulated by several statutes, these statutes all seem to imply its pre-existence. However, as the ambiguity has arisen, I give the various statutes and relative sections. They are (1) the Personal Diligence Act, 1838 (1 & 3 Vict. c. 114), sections 10 and 22, applicable to the Court of Session and the Sheriff Ordinary Court; (2) the Sheriff Small Debt Court Act (1 Vict. c. 41), section 6 applying to the Small Debt Court, constituted by that statute; and (3) the Debt Recovery (Scotland) Act, 1867, section 5, which incorporates and extends *inter alia* the said section 6 of 1 Vict. c. 41."—G.D.

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were afraid to pass them by. As I have pointed out in one case, they tried to drag one of the shutters at the Central along with them to the place of meeting, and promised him strike ailment (27,653).

Mr. JOHN MULLARNEY (Driver in the employment of the Dublin United Tramways' Company).

I was threatened several times if I would not join the union that I might look out for myself. A man of the name of Doyle was president of the union at the time, he asked me to join; I told him I could not join. I said I had had some experience of societies before, and that I would not join. He said there are only two courses now, either for you to join or leave the service. I have not suffered any injury personally, only they annoy me sometimes by following me along the road, whistling me and calling me names. "scab," "blackleg" (28,125-32).

Mr. ROBERT JENKINS (Member of the Metropolitan Cabdrivers' Trade Union).

The Earl of Shrewsbury's yard was picketed for 13 weeks, and no man applied there, and he did not get his cabs out in that way. He went on until about the end of the 13 weeks and then he opened one of his yards, and let the cabs out at the price the men were asking (17,822).

Mr. H. PEIRCE (Omnibus Driver).

During the strike there were several conductors who did not belong to the union. They kept out of the way. They saw what a great mob there was, and they kept out of the way, being frightened or intimidated really. There was an omnibus or two went out, but the horses were unharnessed, the traces cut, and things were thrown at the drivers (22,876).

Evidence of the Employers.

Mr. R. T. KINGHAM (Secretary of the London General Omnibus Company).

During the omnibus strike I complain of the way in which the men assembled round the yards and prevented omnibuses going out—the way in which the picketing was carried out. The only thing I could suggest would be, that men placed upon picket should be warned to leave the premises they are picketing. They should be compelled to move away from the premises, and they should be punished if they failed to do so (18,038-9). I would describe intimidation as placing pickets round premises which the men must enter in order to obtain employment, and also, as in the case of omnibuses going out, following the omnibuses after they have left the yard, and stopping the horses, cutting the traces, and assaulting the drivers and conductors, and damaging the omnibus. That is illegal at present, but so few men are punished for doing it. So far as picketing and silent intimidation or verbal intimidation is concerned, I do not think the law touches it (18,045-6).

Mr. DANIEL DUFF (Manager of the London Road Car Company).

It may be as well that the Commission should know that if Mr. Sutherland's orders had been carried out, the horses might have literally starved; they picketed the gates, and prevented others from doing anything for them (18,373).

Mr. WILLIAM CHAPMAN (Chairman of the Metropolitan Cab Proprietors' Strike Fund Association).

On the occasion of the last cab strike there was not sufficient protection against intimidation.

The association which I preside over had reports brought to them repeatedly of cases of intimidation having occurred, and the protection of the society was sought, and it was asked to prosecute, and we only did so in some few. There were a great number of cases not taken any notice of, because it is rather an expensive process, as you will see when I tell you it cost us about 300*l.* last year in prosecutions (19,135-6).

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Mr. E. W. MAUNSELL (Secretary of the Dublin, Wicklow, and Wexford Railway Company).

I wish to refer to a statement made by Mr. Foreman as to the question of picketing. In the case of the Dublin, Wicklow, and Wexford strike picketing was employed, and the loyal men were terrorised. The police were not influenced at all by the company's officials, and they only used means to prevent crowds assembling and the public peace being endangered. I say the police in Dublin would not submit to any interference by the company with their duties. The pickets did all they could to prevent new men from working, and called them blacklegs and other names. After a while these pickets were discontinued, and the strikers finding that they had no chance of being re-employed went elsewhere to find work (27,334).

Mr. JAMES THOMPSON (General manager of the Caledonian Railway).

At the strike the tactics of the society, organised and approved by the executive, were of a very questionable nature, apart altogether, in some cases, from their illegality. There was a wholesale system of picketing introduced; all the principal yards, locomotive depots, and stations were thoroughly picketed; the men's houses watched and visited, and men were even prevented by force and threats from going to their work, and it became quite impossible for men to get to and from their work without protection from the police or the company's officials. Every effort was made in the same way at all the large centres over the line. In many cases men were sent specially from Glasgow for the purpose of keeping alive the agitation. Delegates from the executive committee visited the signalmen along the line, and misrepresentations were made, especially to men in outlying cabins. A few signalmen were induced in this way to leave their work, but these men, in nearly every case, came back immediately they found how they had been misled, and asked to be reinstated. That was within a very few days after the commencement of the strike. Of such a serious nature was the interference, and sometimes violence, used to the loyal servants going to and coming from their work, that the company, in addition to the police protection afforded, had to organise a protective staff to escort the men. In addition to this the company were obliged to provide dormitories at some of the principal centres on the line, in order to feed and lodge certain of the men so as to enable them to work without requiring to leave the company's premises. These dormitories were used to accommodate loyal servants who were in fear of ill-usage going to and from their homes, as well as new staff taken on to fill the places of the men who had struck. At Carlisle, Carstairs, Hamilton, and Polmadie we erected wooden buildings as temporary dormitories for the accommodation of the men willing to work. At St. Rollox, Motherwell, Greenock, Stirling, Perth, and Dundee, rooms in the stations or at the engine-sheds were utilised for the same purpose. We had also to make use of the Company's Central Station Hotel in Glasgow for lodging and feeding the servants of the company. Exclusive of the hotel we had provided sleeping accommodation for about 700 men, and as it was impossible for men to get for their meals in the same way we had to provide meals for a much larger number of men daily (27,836).

Illegality of the picketing adopted at the Caledonian Railway strike.

Mr. S. S. McCORMICK (Steamship owner, trading under the title of J. McCormick & Co., Dublin).

Pickets were largely used by the strikers; all the railway stations were watched, all the steamboat companies, and all the principal thoroughfares for traffic. The pickets ostensibly interviewed the men, but I can give you some examples. One man came up from the country. He wrote to us to ask if he might come up. I wrote to him giving him the particulars, telling him there was a strike on. He came up and called at our office as directed. I went down personally with him and a gang of some others. He was stopped on the quays and called aside; he then came to me and said he could not work. I asked his reason, and he hesitated at first. Then when I pressed him he said that the picket had warned him that if he worked for us that day he would be in the river the

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next; and he said it was not worth while even for good wages to endanger his life.

There was a number of cases of this kind. On another occasion, I was going down with another gang of men and we were stopped on the quays, and they refused to let the men pass. I said to them, give the men any information you wish and let us pass. The picket then began to threaten me, and said that if I spoke to him, or interfered with him he would put me in the river. My brother was with me and I told him to take the men down then, and I would wait. I waited with the picket and got him arrested, and he was sentenced, I think, to one month's imprisonment. We had cases occurring almost every day of the same kind (28,063-5).

There were about 200 cases of assault, as nearly as I can calculate, about 100 cases where men were imprisoned varying from one month to a year (28,057-60).

MR. W. ANDERSON (Secretary and manager of the Dublin United Tramways Company).

Now here are some cases of intimidation:—"Union men" interfering with non-union men, by using threatening language and endeavouring to intimidate them "by calling them objectionable names." (Here the witness read out the reports of the tramway and traffic inspectors of the company) (28,194.)

THE MERCHANDISE MARKS ACTS, 1887 AND 1891.

Evidence of the Employers.

MR. A. A. FREY (Master Lightermen and Barge-owners' Association).

We have not found that the Merchandise Marks Act has affected us in any way. When the Act first came into operation, there were one or two instances where goods were stopped in order to have an alteration of the mark; it was not generally understood.

We have not found that it has had a serious effect upon the diversion of traffic (16,821-2).

THE HUDDERSFIELD TRAMWAYS IMPROVEMENT ACT, 1882.

Evidence of the Employers.

MR. JOSEPH POGSON (Manager and engineer of the Huddersfield Corporation Tramways).

In 1882 the corporation sought and obtained powers to work the steam tramways (18,750-1).

In 1891 the corporation obtained further powers again, and they are carrying out considerable extensions and renewals, and it will be a question of time before they become remunerative. I am sure that if it had not been for recent extensions there would have been a profit before now, but as soon as the undertaking becomes profitable the conditional powers of the corporation may then pass over to a private company. The corporation would not part with the management if they could help it; they are not prohibited from making a profit, but they have to advertise the tramways to let every seven years, and if there is an offer made which is satisfactory to the Board of Trade, the powers of the corporation cease and pass over to a company. The corporation would be bound to accept it. We could not lease the tramways in the first

instance, because it was not regarded as a profitable undertaking, the area of the borough being so large, and the population scattered so sparsely. We got no bids (18,779-87).

I consider that the corporation should have the option to carry on the undertaking when there is a profit (18,861).

I do not suppose the Board of Trade would interfere with their working a profit if there was no offer to lease the lines (18,865).

There is no stipulation in the Act to recompense us for what we have done, the loss we have sustained, and the interest upon capital expenditure. We think for that reason it would be a shame that at once, if it should become a remunerative undertaking, and the corporation could recoup the loss, that instead of their being allowed to do so, a company should step in and take it (18,905).

The Act itself is not compulsory, it is in the discretion of the Board of Trade. There is not much liberty to the corporation (19,014).

MR. W. J. C. WAIN (President of the Tramways' Institute of Great Britain and Ireland).

I might say that one reason why the tramways do not pay is because of the burdens which are imposed on them by the original Act, but they are burdens which they are obliged to bear, and without which no tramway company can get a license. I refer to the repair of the roadways, rates, and so on (23,239).

THE FACTORY AND WORKSHOPS ACTS, 1878 to 1891.

Evidence of the Employed.

MR. A. CLARK (General secretary of the Railway Workers' Union).

There is no inspection at all, so far as the railway workshops are concerned, as far as Government inspection is concerned, I mean. We would like to see more frequently the inspectors viewing the shops, the same as they do factories. The various necessary sanitary arrangements, and that kind of thing. I could not mention particularly any that are defective, but the men say they wish to see this matter under proper Government supervision, such as the dangerous parts of machinery properly protected and guarded. They say the lighting is good so far as the shops are concerned, and also ventilation, and also as far as keeping the shops clean is concerned, they practically find no fault with that. But what they wish to see principally is that the machinery is properly protected. Frequent accidents occur where machinery is not protected as it might be. The shop managers as a rule ought to be careful to protect men from accidents, but it is a question of whether they do it or not. The foremen do not like accidents, no one does. They are constantly cautioning the men to be careful, but they do it in such a way that they do not seem to care whether it is carried out, and then, if an accident occurs, they say, "Oh, I told you so." That is a general feeling amongst the men. I have really no inside knowledge of the workshops, as you are not allowed within them. Practically, as a rule, I am forbidden within any of them. In fact, I have been turned out before to-day in several instances (23,520-31).

The men complained to me about the accidents in the large workshops at Swindon, Crewe, and Derby. I cannot say they are frequent (23,704-7).

ACTS OF
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LIST OF TERMS DEFINED.

<p>A.</p> <p>Aft. Arms.</p> <p>B.</p> <p>Bargemen. Barker rail. Bilge-water. Bilker. Billed. Blacklegs. Block system. Boaters. Boat lines. Brakes. Brakemen. Brougham. Buck carrying. Bunker coal. Bunks. Bush. Butterfly cabmen.</p> <p>C.</p> <p>Cabins. Carriage plates. Carts:— Brewers' drays. Carts. Lorries. Case-carts. Pop-carts. Case-makers. Caveat. Chain locker. Chairing. Chair-marking. Choppy. Closing a junction. Coal hulks. Coalties. Coal porters. Condescendence. Coopers. Corn-meters.</p> <p>D.</p> <p>Dead ends. Dead tickets. Deck hand. Deep-sea tugs. Diagram. Diligence. Dockers. Doubles. Dumb barge. Dummy barges.</p> <p>E.</p> <p>Embargo. Endorsing licences. Engine-drivers. <i>Ex parte.</i></p>	<p>F.</p> <p>Fiduciarily. Firemen. First class boats. First-turn men. Fly-boats. Forecastle. Forward. Four-wheeler. Freemen.</p> <p>G.</p> <p>Galley. Glands. Gradients. Guards.</p> <p>H.</p> <p>Hackney carriage. Hansom. Horse-keepers. Horse-marine.</p> <p>I.</p> <p>Interlocking system. Iron-tyred hansom.</p> <p>J.</p> <p>Jumpers.</p> <p>L.</p> <p>Lap system. Large boats. Lay-byes. Lightermen. Lighters. Link. Locker. Lorries.</p> <p>M.</p> <p>Marshalling yards. Master's man. Mate. Miles men. Monkey boat. <i>Mutatis mutandis.</i></p> <p>N.</p> <p>Non-freemen. Non-lets. Nursing.</p> <p>P.</p> <p>Pegged over. <i>Periculo potentis.</i> Permanent-way men.</p>	<p>Plate-layers. Playing off. Porters. Preamble. Presently. <i>Prima facie.</i> Privilege. <i>Pro loco et tempore.</i></p> <p>R.</p> <p>Railway monopoly. Reach. Relay system. Riverside labourers. Roster. Rubber-tyred cabs.</p> <p>S.</p> <p>Scab. Second-class boats. Shop-day. Shunters. Shunting-engine drivers. Slapping and banging. Slumped. Small river boats. <i>Species facti.</i> Staff. Stage. Stage carriage. S. T. drivers. Stern sheets. Stevadores. Store. Strike alimnet. Surface men. Swivel-bars.</p> <p>T.</p> <p>Tank-barges. Task-work. Team money. Teamsters. Ticket. Timekeepers. Trackmen. Trader's waggon. Tradesmen. Trebles. Trip money. Trip system:— Two-trip train. Three-trip train.</p> <p>W.</p> <p>Warps. Washers. Watchmen. Watermen.</p> <p>Y.</p> <p>Yard-money. Yardmen.</p>
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GLOSSARY.

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Term.	Definition.	No. of Question in Vol. III. Group B.
AFT	Abbreviation for the <i>after</i> or stern part of a vessel (see diagram III., Glossary, Vol. II., Digest, Group B.) The expression "fore and aft" is used by seamen to indicate "in the direction of the ship's length," i.e., from stem to stern.	17,014.
ARMS	Short branches of canals connecting the main canals with towns, villages, factories, collieries, ironworks, &c.	28,334.
BARGEMAN	Term usually applied (in the London district) to men working on sailing and country barges who have served no apprenticeship, but who work below Gravesend and above Teddington. The term <i>bargeman</i> is used generally to mean a man who navigates a barge.	16,987, 28,393.
BARKER RAIL	A light section of steel rail fixed to and supported by metal chairs (i.e., heavy cast-iron sockets for receiving and securing the bars of a railroad).	18,797, 18,924.
BILGE-WATER	The portion of water which always remains in the <i>bilge</i> (see diagrams I. and II., Glossary, Vol. II., Digest, Group R.) of a vessel even after the suction by the pump. In the case of a ship with a level keel it is of the depth of 2½ to 4 inches.	16,859, 16,861, 16,926, 17,265.
BILKER	A person who hires a hackney carriage as a fare (perhaps for hours) and then slips off without paying. A driver so victimised is said to have been <i>bilked</i> .	17,478, 17,589, 18,643.
BILLED	Entered on a pay-bill or pay-sheet	26,190a.
BLACKLEGS	Men who will work during a strike.	19,115, 22,692, 24,626, 27,334, 28,132, 28,194.
BLOCK SYSTEM	The working of a railway upon a system of dividing the line into sections, and working trains by telegraphic or bell signals between one signal cabin and another. A signalman may not allow a train to pass and proceed until the previous train, in the same direction, has passed the next signal cabin in advance. Thus, take the cabins as A., B., C. A train between A and B is not allowed to pass B until C informs B that the section BC is clear.	25,060-1, 26,378-9, 27,208, 27,628, 27,839.
BOATERS	The men, women, and children employed in navigating the canal-boats.	28,341.
BOAT LINES	Strong ropes from 60 to 90 feet long, by which the boat horses draw the boats backward and forward as required.	28,361, 28,363.
BRAKES	Drags applied to the wheels of carriages to check their velocity. Engines are provided with steam brakes; guards vans with hand-lever brakes.	27,207.
BRAKESMEN	Guards of goods or mineral trains (hence, sometimes termed "goods guards"), that is, the men who accompany and have charge of goods and mineral trains. Their duties are to travel in the brake-van at the rear of the train, to put on the brake when necessary, to see that waggons are put off or taken on as required at the stations at which the train has to stop, and to assist in the coupling or uncoupling, shunting, and marshalling (see definition). They have also to keep a journal of the running of the trains, causes of delays, &c., in the same way as the passenger guards do.	27,880.

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Term.	Definition.	No. of Question in Vol. III Group B.
BROUGHAM	A four-wheeled hackney carriage, of a special shape, licensed to carry four passengers inside and one outside.	19,288.
BUCK CARRYING	The practice of a driver allowing an unauthorised person, whether of cab is engaged by a fare or not, to ride on the vehicle. Such a person is called a <i>buck</i> .	18,647.
BUNKER COAL	The coal used by a steamship for its own consumption during a voyage, and stored in the <i>bunker</i> (the portion of the ship's hold, most convenient to the boilers, which is partitioned off for the storage of coal).	28,094.
BUNKS	Sleeping berths on board ship.	17,015.
BUSH	A <i>bush</i> is a piece of metal let into the centre of the sheave (or wheel over which the rope travels) of a pulley block to strengthen it. In connection with the railway industry it is the portion of the vehicle which rests upon the axle. It is usually made of brass, and when the friction causes the "journal" (i.e., the bearing portion of the axle) to heat, making it dangerous to run, the <i>bush</i> is said to be defective.	25,061.
BUTTERFLY CABMEN	Cabdrivers whose actual cab-driving extends over about as many months of a year as the existence of a <i>butterfly</i> ; they drive a cab during the best season of the year, competing with the regular driver to his detriment, and for the remaining nine months follow another calling.	17,381, 17,395, 19,113, 19,224-5.
CABINS	This term here refers to the houses in which signalmen are located and which contain signal and block telegraph apparatus, levers for working the points, &c.	25,037, 27,207.
CARRIAGE PLATES	The plates screwed on by the police cab-inspector to the inside and outside of every licensed hackney carriage, the number corresponding with the licence.	18,634.
CARTS	<i>Brewers' drays</i> .—Four-wheeled vehicles like lorries, but low and heavy, having an opening down each side of the bottom for the more convenient handling and transport of casks of beer. <i>Carts</i> .—Vehicles with two wheels, having deep sides, like a large box. They are generally used for conveying coal, lime, sand, &c.	18,549, 18,567.
	<i>Lorries</i> .—Vehicles with four wheels having no sideboards. They are generally used in railway traffic.	18,548.
	<i>Case-carts</i> .—Light two-wheeled vehicles, with sides, end, and front, used to convey to the packing-houses the wooden boxes in which textile goods for abroad are packed.	18,609, 18,548-9, 18,584, 18,622, 24,479.
	<i>Pop-carts</i> .—In most cases <i>pop-carts</i> are of the same make as "lorries," with a high seat in front for the driver. They are used for conveying mineral waters from place to place.	18,549.
CASE-MAKERS	The men employed in the making of wooden packing-boxes. (See definition of "case-carts.")	18,567.
CAYREAT	Notice entered on the books of a registry or court of law to prevent a certain step being taken.	26,182-6.

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Term.	Definition.	No. of Question in Vol. III. Group B.
CHAIN LOCKER	The space or compartment in the fore part of a vessel where the anchor chains are stowed.	17,013.
CHAIRING	The practice of a driver who keeps the whole of the receipts derived from working a cab and horses supplied to him by a proprietor. Thus, if a driver on a certain day paid no money for hire of cab and horses, it is said that he <i>chaired</i> his employer for that day.	18,644-5.
CHAIR-MARKING	The practice of a proprietor who endorses a driver's licence in such a way that another proprietor on seeing the licence, when a request is made to him for employment, may know that the driver has <i>chaired</i> (see definition) on occasions.	18,644-5, 22,995, 22,998-303.
CHOPPY	<i>Choppy</i> or <i>chappy</i> is a common expression for chaff, i.e., hay or straw, corn-husks, or grass, cut up small in a machine called a "chaff-cutter."	22,692.
CLOSING A JUNCTION	This expression here means "approaching" or "nearing" a railway junction.	28,034.
COAL HULK	A <i>hulk</i> is the old dismantled hull of a vessel used to keep stores in, in this case used for a coal dépôt.	17,039.
COALIES	Men who unload coal ships or colliers into barges, and transfer coal from barges on to steamers. (See also explanation under "coal-porters.")	16,989, 24,989.
COAL PORTERS	Men (in the London district) employed to discharge and "load-off" for delivery, coal, whether arriving by land or by water. Other men, formerly called "coal whippers," and now called "winchmen," put coal on board steamers for consumption by the engines. The two classes are separately organised, but the term "coal porter" may be loosely used for either. The term "coalies" is indiscriminately used for both.	24,730, 28,081.
CONDESCENDENCE	A part of the proceedings in a cause, setting forth the facts of the case on the part of the pursuer or plaintiff.	26,100.
COOPERS	If fully skilled are "wet coopers," and employed to make casks to hold liquids, or to open and re-cooper them. Less skill is required when the contents of the casks or barrels are dry; and less again when the work to be done is the repair of boxes—such as chests of tea. In each case, however, the work is called "cooperage."	24,989.
CORN-METERS	Men sworn in by a Corporation (in this instance by the Hull Corporation) to weigh goods, as between the seller and the purchaser of a quantity of corn.	17,286.
DEAD ENDS	Ends of stagnant canals, branches, wharves, or basins through which no fresh water flows regularly.	28,334.
DEAD TICKETS	A term used among 'busmen for tickets which have been used.	18,010.
DECK HAND	Here used for a man on board a vessel whose duties are solely upon deck, such as steering, attending to the tow ropes, &c.	17,009, 17,022, 17,026, 17,036.
DEEP SEA TUGS	Also called "large boats" or "first-class boats," are the larger class of tug boats, which tow vessels down the River and Channel, or to and from the Continent. (They frequently proceed long distances from their port in search of vessels requiring towing, &c.)	17,000-2, 17,012, 17,038, 17,040.

GLOSSARY.	Term.	Definition.	No. of Question in Vol. III. Group B.	GLOSSARY.
	DIAGRAM	A term used by the Scotch railway companies to denote the scale of working drawn up for each driver or fireman. In some cases the list contains but one day's running, in other cases one week's or possibly two week's running. Hence a man on completing his day's work looks on the <i>diagram</i> to ascertain his run for the next day. (See definition of "roster.")	26,491, 26,562-4.	
	DILIGENCE	In Scotch law (a) a warrant to enforce the attendance of witnesses or the production of documents; (b) a writ of execution.	26,100, 26,102, 26,123.	
	DOCKERS	Men (in the London district) employed in the discharge of cargo or the handling of it for whatever purpose on the quays or in the warehouses.	24,730.	
	DOUBLES	A term applied to the two licences which are held by some cab-drivers, viz., licences for (1) cab-driving; (2) 'bus-driving; or (3) 'bus-conducting. If a driver holds all three he is said to own "trebles."	15,643.	
	DUMB BARGE	A barge or lighter which is not a sailing barge, but propelled by oars. <i>Dumb barge</i> is a term peculiar to the Thames; on other rivers such a barge is generally termed a "flat."	16,795.	
	DUMMY BARGES	Barges used as store barges in which to keep ropes, oars, and gear of all kinds; they are usually old craft covered in.	16,906.	
	EMBARGO	A restraint on ships, or prohibition of sailing either out of port or into port; a stoppage of trade for a limited time by public authority.	26,147.	
	ENDORISING LICENCES	The expression "endorsing a conductor's licence" is a generally-understood reference to the custom of a magistrate, on convicting a 'bus or tram conductor of any offence, <i>endorsing his licence</i> , i.e., writing on the back of the licence "10 days," or "14 days," or whatever sentence may be imposed. Thus a licence will always show whether or not a conductor has been convicted, and, if so, the number of times and terms of imprisonment, since convictions for petty offences do not cancel a licence. An unendorsed licence is commonly termed a "clear licence." This process of course applies equally to a cab or omnibus driver's licence.	18,263.	
	ENGINE-DRIVERS	The term <i>engine-driver</i> is applied to every driver of a locomotive engine on the railway. His duties are to take full charge of the locomotive from the time he leaves the locomotive sheds until he returns, and to control and regulate all its movements.	27,832.	
	EX PARTE	"From one side; one sided. Thus a statement made by one of the parties to a suit which his opponent had no opportunity of answering is termed an <i>ex parte</i> statement, and appeals decided in the House of Lords on the appellant's statement, the respondent not having appeared, are said to be decided <i>ex parte</i> ."	26,099, 26,128, 26,172.	
	FIDUCIARILY	A term borrowed from Roman law. If a man transferred his property to another, on condition that it should be restored to him, this contract was called <i>fiducia</i> , and the person to whom the property was so transferred was said <i>fiduciam accipere</i> , and to be a <i>fiduciary</i> .*	26,176.	

* The Pocket Law Lexicon (H. G. Rawson).

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Term.	Definition.	No. of Question in Vol. III. Group B.
FIREMEN	The firemen on all engines work according to the instructions of the driver. Their principal duty is attending to the fire and to the hand-brake where such is in use on the engine; they have also to assist the driver in keeping a general look-out for signals.	27,880, 27,931.
FIRST-CLASS BOATS	See definition of "deep sea tugs."	17,009.
FIRST-TURN MEN	Men who take out four-in-hands and fill up their time on cars or omnibusses. Such men have <i>first turn</i> at private work.	17,893.
FLY-BOATS	Barges of unusual length drawing a very small amount of water, used for navigation up canals and other narrow channels.	17,211, 17,215, 17,233, 17,259, 17,265.
FORECASTLE	That part of a vessel, generally forward (under the deck), assigned to the crew for their accommodation. (See diagram V., Glossary, Vol. II., Digest, Group B.)	17,013, 17,047.
FORWARD	Also spelt <i>foreward</i> ; the fore end of a barge or other craft. (See diagram V., Glossary, Vol. II., Digest, Group B.)	17,014.
FOUR-WHEELER	A hackney carriage on four wheels, licensed to carry four persons inside and one person outside.	17,357, 18,629, 18,636, 18,647, 19,287, 19,290.
FREEMEN	See definition of "watermen (1)."	17,018.
GALLEY	A nautical term for that part of a ship which serves as a kitchen.	17,009.
GLANDS	The <i>packing of glands</i> here referred to means the putting of flexible material, such as flax or rope into the space between the piston-rod and cylinder, known as the "stuffing-box" of a railway engine. This stuffing-box is screwed up with a brass <i>gland</i> which prevents the steam escaping from the cylinder or steam chest.	25,145, 25,616.
GRADIENTS	Varying inclinations of streets and highways along which tramlines pass.	18,674-6, 18,951, 18,953.
GUARDS*	This term is applied to guards of passenger trains (hence, frequently called "passenger guards" as distinguished from "goods guards,") whose duties are to take charge of the train on its journey and of passengers joining and leaving at the various stations at which the train stops, to see that the carriage doors are shut, and to look after the passengers' luggage, parcels, and mails, conveyed by the train. Guards, who have control of the continuous brake in their vans, have also to keep a look-out to prevent mishaps on the journey and to keep a journal of the running of the train, cause of delays, &c.	27,880.
HACKNEY CARRIAGE	A cab, carriage, or coach, licensed by the Commissioner of Police of the Metropolis, to ply for hire, in contradistinction to a "stage carriage." (See definition.)	17,828, 17,887, 17,903, 17,914, 18,645-7, 19,115.
HANSOM	A two-wheeled hackney carriage, licensed to carry two passengers inside.	17,357, 17,465, 17,829, 18,629, 18,647, 19,113, 19,289.

* In supplying definitions of the terms *brakesmen, engine-drivers, firemen, guards, shunters, shunting engine-drivers, yardsmen, &c.*, the manager of the Caledonian Railway Company remarks as follows:—"I may state that the same terms with similar meanings are in general use on all the Scotch railways, but I understand on some of the southern companies' lines there is a slight difference in the meanings of some of the terms;" and the manager of the London and North-Western, in supplying definitions of the terms *brakesmen, engine-drivers, firemen, guards, &c.*, remarks, "You will gather that in this matter there is some little difference of practice even between railway companies running out of London." However, a careful consideration of the respective definitions shows that the duties of the classes referred to are identical, although in some cases other designations may be used. The definitions (which have been compiled from various sources) here given show these alternative designations where they are used.—G. D.

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Term.	Definition.	No. of Question in Vol. III. Group B.
HORSE-KEEPERS	A <i>horse-keeper</i> is a man who grooms, feeds, and generally attends to, say, ten horses; he also cleans the harness and attaches the horse to the cart, &c. in the morning, and changes the horses and washes the cab at changing time. In some parts such a man is called a "strapper."	18,242, 18,634, 22,647, 22,788, 22,916.
HORSE-MARINE	The man or youth who is engaged in leading and attending to the horse drawing a canal boat.	17,270-2, 17,275.
INTERLOCKING SYSTEM	A system, formerly in general use on railways and adopted as a safeguard against collisions, of connecting the various levers of a signal cabin in such a manner that certain levers cannot be moved so long as others are in certain positions. This system is now superseded by the "block system." (See definition.)	26,378-82.
IRON-TYRED HANSOMS	Hackney carriages, broughams, or hansoms, having the wheels fitted with iron tyres.	19,288.
JUMPERS	A term used to denote inspectors who <i>jump</i> on to the omnibuses and trams to examine tickets, and to check the conductors returns as to number of passengers, &c. In cases of dishonesty they charge the offenders, and bring them before the manager.	22,794.
LAP SYSTEM	Also called "trip system," is a system (in the carters industry) of piece-work, <i>e.g.</i> , a driver taking loads of coal a given distance for a stated sum, works under the <i>lap system</i> .	18,553.
LARGE BOATS	See definition of "deep sea tugs."	17,001, 17,005, 17,013.
LAY-BYES	Places or wharves on the canals where boats are tied up, or <i>lay by</i> idle, waiting for orders, repairs, call, or transfer.	28,334.
LIGHTERMEN	Men (in the London district) employed in handling and navigating <i>lighters</i> , or barges for the conveyance of cargo between the docks and wharves by the river. The navigation demands skill, and licences, based on full apprenticeship (that is, from five to seven years), are granted by the Watermen's Company. Other men employed to assist or move lighters within the docks, called "non-freemen" or "two-years men" (having had two years apprenticeship), are also usually included under the term " <i>lightermen</i> ." The two branches have separate unions.	16,901, 16,981, 16,990, 24,730, 24,989, 28,333.
LIGHTERS	Craft without masts or other rigging used for the transfer of goods from one dock to another. <i>Lighters</i> are now things of the past, since none have been recently built; 30 or 40 years ago there were many on the river. A <i>lighter</i> is nearly oval in shape, while a "barge" is nearly square.	16,889, 17,294.
LINK	A <i>link of men</i> means any number of engine-men and guards running certain trains daily in turn. The system (termed the <i>link system</i> , <i>working links</i> , or <i>links of runs</i>) is usually worked where it is not practicable to give the men concerned regular duties each day. A link may consist, for example, of 5 drivers and 5 firemen, the first of whom would work, say, 10 hours on Monday, 11 hours on Tuesday, 12 hours on Wednesday, and 13 hours on Thursday, and be off duty on Friday. The second driver and firemen would commence with the 10-hour shift on Tuesday, having Saturday off duty, the third on Wednesday, having his day off on Monday, the fourth on Thursday, having his day off on Tuesday, and the fifth on Friday, having his day off on Wednesday. The first of the link would then recommence with the 10-hour shift on Saturday after his holiday on Friday, and the others in turn, until they had all worked back to their original positions in five weeks.	27,129, 27,610, 27,852, 27,860, 27,880.

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Term.	Definition.	No. of Question in Vol. III. Group B.
LOCKER	A bench of wood, the whole width of the cabin, upon which a man can sit or lie down when he is in charge of the barge. On an average a <i>locker</i> is 10 feet long by 4 feet wide.	16,921.
LORRIES	See under "Carts."	18,609, &c.
MARSHALLING YARDS	Yards belonging to railway companies where goods and mineral waggons are arranged into trains for despatch to their respective destinations.	27,839.
MASTER'S MAN	A man who will extract as much work as possible out of both horses and men for 16 or 18 hours per day that he may secure the favour of his employer, who, in many instances, does not know how many hours his horses and men are at work.	17,706.
MATE	The duties of a mate on canal boats and on tug boats are to assist the captain in the navigation of the vessel, and to take the captain's place in emergencies and when he is off duty for rest, &c.	17,022, 17,026, 17,247, 17,275.
MILES MEN	Term synonymous with "surface men." (See definition.)	27,194.
MONKEY BOAT	A small canal boat about 65 feet long, 6 feet 6 inches wide, and 3 feet deep, capable only of carrying between 20 and 35 tons on the narrow shallow canals in the Midland counties. At one end is a cabin of about 220 cubic feet of space forming the home of the workers, who frequently consist of man, wife, and several children.	28,329.
MUTATIS MUTANDIS	<i>With the necessary changes in points of detail.</i>	19,010.
NON-FREEMEN	See explanation under "lightermen" and "watchmen."	17,018.
NON-LETS	A term in common use in the cab trade to signify working cabs for which horses, harness, &c. are provided, but which are left at home, unlet, or not hired, by the driver; and consequently the day's hire is lost to the proprietor.	19,288.
NURSING	The <i>nursing system</i> is a system adopted by the buses of one company to drive off the road those of a rival Company. The competitive buses place themselves one in front, one behind, and one at the side of a rival bus, and as far as possible remain in the same positions the whole length of the route, thus effectually preventing the rival bus from obtaining any passengers. This is called <i>nursing</i> , a term peculiar to London.	22,694-701, 22,704.
PEGGED OVER	The expression here used, viz., <i>instruments pegged over</i> , refers to the operation of the man at the signal post in advance of a railway train, pointing or <i>pegging</i> the needle to "train on line" or "line clear" as the case may be.	24,177.
PERICULO PETENTIS	<i>At the risk of the person seeking.</i> All judicial warrants obtained at the instance of a private suitor are granted at his risk. Thus an interdict to prevent the sale of goods is granted to the petitioner entirely at his risk, for it is he who alone can be made liable in the consequences of its use should the party interdicted thereafter show that the application was groundless, and claim damages on account of any loss sustained by him in consequence of the interdict. The judge granting the warrant is not liable for its consequences however disastrous they may be. In like manner a creditor seeking a warrant for the apprehension of his debtor as in <i>meditatione fugae</i> obtains it <i>periculo petentis</i> , and he, not the judge, will be liable in damages if the debtor can show that the obtaining of the warrant and the using of it were illegal.	26,009.

GLOSSARY.

GLOSSARY.

Term.	Definition.	No. of Question in Vol. III. Group B.
PERMANENT-WAY MEN	Workmen employed in repairs of the tramway lines and in paving.	18,754.
PLATE-LAYERS	In some parts of the country termed "surface men" (see definition). They lay, re-lay, and keep in repair the permanent way (sleepers, &c.) of the railway.	25,969, 25,986.
PLAYING-OFF	A system, in use in the carters' department of certain railway companies and firms, under which a man whose booked hours amount to 10 or more over the ordinary 60 per week receives notice that on a certain day he will be booked off. This system is adopted in lieu of payment for overtime.	18,595, 18,618.
PORTERS	<i>Goods porters</i> truck, handle, load, and unload goods in the warehouses and goods yards. <i>Passenger porters</i> attend to the passengers and handle their luggage on arrival at or departure from stations.	26,003, 26,048-9.
PREAMBLE	(a) Introduction, preface. (b) The introduction of an Act of Parliament, which sets forth its intent, and the mischiefs to be remedied. If a committee of either House sitting on a private Bill finds the preamble "not proven," the Bill is rejected.	27,414.
PRESENTLY	Here used in the Scotch sense of, immediately; at this present; now; <i>not</i> as ordinarily understood, by and by; in a little while; shortly.	19,075, 25,037, 25,061, 25,800.
PRIMÂ FACIE	<i>On the first aspect.</i> The expression is here used to refer to a case where, instead of a mere averment of liability, some evidence such as a bill or other writing should be required.	26,099, 26,103.
PRIVILEGE	The <i>privilege system</i> or "railway monopoly system" in the cab-driving industry is that under which a proprietor has the <i>privilege</i> of allowing his drivers to ply for hire at certain railway stations, i.e., to wait and take away a fare as well as to bring one. The privilege is conceded on the payment of a certain sum to the Railway Company, the proprietor recouping himself by charging his drivers a higher rate. (About one seventh of the total number of cabs are privileged; a privileged cab obtains 7 jobs to every 5 by a non-privileged cab.)	18,648, 22,968, 23,020.
PRO LOCO ET TEMPORE	<i>For the place and time.</i> Where an objection has "been taken successfully to the relevancy of an indictment, or anything occurs to induce the public prosecutor to delay proceeding with the trial, such as the absence of an essential witness, &c., he may, before the jury is sworn, move the Court to desert the diet against the prisoner <i>pro loco et tempore</i> , and this reserves to him the power of indicting the prisoner again for the same offence at another time and place." (The foregoing quotation shows that the phrase here qualifies the word "departed.")	26,081.
RAILWAY MONOPOLY	Also called "privilege." (See definition.)	17,384, 17,456, 17,510, 17,529.
REACH	The reach is that portion of a river which lies between two bends or elbows. In this case the reach referred to is the bend of the river Thames just below Gravesend.	17,041.
RELAY SYSTEM	An expression here used to denote the system in use in Liverpool with regard to tug-boats, under which two spare men are always ready to take the place of two men who come on shore when the boat returns.	17,087.

* The extracts quoted in the definition columns of *pro loco et tempore*, *species facti*, *periculo potentis*, and *ex parte*, are from the most recent and authoritative work on the subject, viz., "Latin Maxims and Phrases collected from the Institutional Writers" on the Law of Scotland and other Sources, with Translations and Illustrations, by John Trayner, Esquire, Advocate, one of the Judges of our Supreme Courts.—G. D.

GLOSSARY.

GLOSSA

Term.	Definition.	No. of Question in Vol. III. Group B.
RIVERSIDE LABOURERS	This term generally embraces all who are employed in loading and unloading vessels and a few who are employed in driving the horses that tow the boats on canals; the latter class in the West Riding of Yorkshire are more usually termed "horse-marines." (See definition.) In the London district it includes all who work at the docks and wharves, and in the stream, except sailors and those who are engaged in the painting, rigging, or repair of the ships, &c.; the office staff of clerks is also not included.	17,090.
ROSTER	A <i>roster</i> or "diagram" (see definition) is a table or list used in the railway industry setting forth the work to be performed, and fixing the rotation in which the men are to take duty.	27,879-80.
RUBBER-TYRED CABS	Hackney carriages, broughams, or hansoms having the wheels fitted with rubber tyres.	17,465, 17,467, 17,540, 17,829.
SCAB	An opprobrious term synonymous with "blackleg." (See definition.)	28,132, 28,194.
SECOND-CLASS BOATS	An inferior class of "deep-sea tugs" (see definition) as distinct from the "third-class boats" which do river work only.	17,009.
SHOP-DAY	A technical term used on railways to mean a day off work.	25,300.
SHUNTERS	This term is applied to men at large passenger stations, whose duties are to attend to the shunting and coupling and uncoupling of carriages, &c. for arrangement into trains as required.	27,880.
SHUNTER - ENGINE DRIVERS.	This term is applied to the drivers of engines employed in stations and yards, whose sole duty is the shunting of vehicles into suitable order for making up trains for despatch.	27,880.
SLAPPING AND BANGING.	The opening or closing of the lock doors on rivers and canals and winding or lowering of the lock paddles or sluice gates (for raising or lowering the boats) without care or respect for life, boats, cargo, or property.	28,341.
SLUMPED	The expression, as here used, means "aggregated." That is, instead of detailing the hours for each day, the witness gave the aggregate number of hours worked in one week or in one fortnight.	26,511.
SMALL RIVER BOATS	Small tug boats which are employed in towing barges on the upper part of the River (Thames), but which do not proceed to sea.	17,009.
SPECIES FACTI	"The particular character of the thing done. The "peculiar circumstances attending any act or transaction are termed the <i>species facti</i> . Thus in "libelling a theft, the public prosecutor avers that "the prisoner on a certain day and at a specified "specified place, feloniously appropriated a certain "thing then in the lawful possession of a certain "person; and that (where the crime is aggravated "by house-breaking) he did so by entering a house "in a certain specified manner. Or in libelling a "murder, he must aver the time, place, and manner, "in which the crime was perpetrated, as by assault- "ing the deceased with a lethal weapon, by ad- "ministrating a certain poison, &c. These consti- "tute the <i>species facti</i> of the crime."	26,081, 26,084.

GLOSSARY

GLOSSARY

Term.	Definition.	No. of Question in Vol. III. Group B.
STAFF - - -	A train <i>staff</i> is a metal <i>staff</i> which has the stations at each end of the sections (<i>see</i> definition of "block system") engraved upon it, and is carried upon the engine between those stations only. It is also the key of the staff box at either end, from which "tickets" can be obtained to send on trains, the staff following by the last train.	27,207-8.
STAGE - - -	A <i>stage</i> on canals is the distance between one coal "staith" and another. A staith is a line of rails projecting over the canal from which coal is loaded into vessels.	17,099-100.
STAGE CARRIAGE -	A 'bus or other public conveyance which performs stated journeys. (<i>See</i> definition of "hackney carriage.")	17,828.
S. T. DRIVERS -	Abbreviated expression for the cab-drivers employed at the yard belonging to Lord Shrewsbury and Talbot.	17,822, 18,648.
STERN SHEETS -	Nearly all coal barges are without cabins, but have a sort of rough deck in place of the ordinary cabin top, where the bargeman stands to steer either by tiller or by oar. This after part of a boat is called the <i>stern sheets</i> .	16,927.
STEVEDORES - -	Men (in the London district) employed only in loading, <i>i.e.</i> , stowing cargo on board ship for export. The arrangement of merchandise in ships' holds so that as much as possible may be packed in, so that the weight may be well distributed, and so that no damage may occur during the voyage, requires experience and a certain amount of skill in the men as well as in the foremen. It is this which makes the difference between the <i>stevedore</i> and the ordinary "dock labourer." In other ports <i>stevedores</i> both load and discharge.*	24,730, 24,988, 28,081.
STRIKE ALIMENT -	Money paid by trade unions to their members, locked-out or on strike.	27,632, 27,711.
STOVE - - -	Barges employed carrying goods have a <i>stove</i> fixed in the cabin; the <i>stoves</i> are not all of the same size, but a good fire can be kept up in any one of them.	16,921.
SURFACE-MEN - -	Otherwise known as "miles-men," are platelayers, <i>i.e.</i> , men who lay and maintain the permanent-way of the railway (the rails and sleepers).	27,193-4, 27,198.
SWIVEL-BARS - -	A particular class of waggon used for carrying long iron or timber.	25,154.
TANK-BARGES - -	Barges used specially for conveying tar and oil in bulk in large tanks fitted or built in the barges.	16,930.
TASK-WORK - - -	<i>Task-work</i> is work which takes two factors into account, <i>viz.</i> , quantity and time; <i>piece-work</i> takes into account quantity only without reference to time; while <i>day-work</i> takes into account time only without reference to quantity. <i>Task-work</i> arises thus: a fixed price is given for certain work done (<i>piece-work</i>); according as the worker becomes expert and earns higher wages in the same ratio is the price reduced until a rate is reached at which, in the employer's opinion, a fair wage can be earned by a skilled worker; here the factor of time is introduced; <i>piece-work</i> becomes <i>task-work</i> , and the conditions are that a certain quantity of work done in a certain time is paid for at a fixed rate. Hence <i>task-work</i> may be defined as a combination of <i>piece-work</i> with <i>day-work</i> .	22,716, 25,178.

* *See* questions 6978-9, Vol. I., Group B.

GLOSSARY.

GLOSSARY

Term.	Definition.	No. of Question in Vol. III. Group B.
TEAM MONEY - -	Extra money paid to horsekeepers for turning out horses on Sunday. The rate in Manchester is a penny for every horse turned out.	17,908.
TEAMSTERS - -	Men who drive a team, consisting of one, two, three, or four horses. This term is generally used to denote rural drivers, but is here equally applicable to the London carman.	22,894.
TICKET - - -	<i>See</i> explanation under definition of "staff."	27,208.
TIMEKEEPERS - -	Men in charge of the depôts from which tramway cars or omnibuses start. Their duties are to start the cars or buses at the proper time, to keep account of the men's times, and to hand the conductors the bundles of tickets, &c.	22,794, 24,515.
TRACKMEN - -	Men who clean the groove of tramway rails with scoops, and when necessary sand or salt the track between the metals.	18,242.
TRADER'S WAGGON -	This is a waggon not belonging to a railway company, but supplied by a trader for his own traffic, which is consequently carried at a lower rate than if it had been carried in a waggon belonging to the company.	27,134.
TRADESMEN - -	Here used to indicate the <i>men of a trade</i> , that is, the mechanics, such as smiths, carpenters, &c. employed in the construction of railway carriages.	27,335.
TREBLES - -	<i>See</i> definition of "doubles."	18,643.
TRIP MONEY - -	A term used on canals to mean a payment in addition to tonnage; a bonus given in addition to wages as an inducement to extra energy.	17,182, 17,247, 17,251.
TRIP SYSTEM - -	The <i>trip system</i> on railways is the equivalent of the piece-work system in productive industries. The men working a trip train are paid a full week's wages in respect of the time their train is calculated to keep them on duty during the week, but when serious delays occur through accident or other exceptional cause, the men are paid such an addition to the week's wages as fairly represents the extra work done.	25,037, 25,178-9*, 27,150
	<i>Two-trip train.</i> —The two-trip train is a mineral train for which no regular times of running are appointed, but which is intended to make two trips out and home during the day.	27,142.
	<i>Three-trip train.</i> —This train is worked in a similar manner to the two-trip train and is intended to make three trips out and home during the day.	27,142.
WARPS - - -	The threads that lie lengthwise in any woven material. After being wound round rollers the warp is sent to the dyehouse to dye and is then crossed by the woof in weaving; thus a variety of colour is obtained.	22,692.
WASHERS - -	Men engaged in washing and cleaning tramcars and omnibuses and cabs; they are employed on night work, and also have to assist the driver to un-harness the horses and put them in the stable.	18,242, 18,286, 18,633.
WATCHMEN - -	Men (also called "non-freemen") who load and deliver goods from and to barges in docks or canals, and perform work very similar to that of lightermen (<i>see</i> definition), the difference being that lightermen are licensed to navigate barges on the river. The watchman has nothing to do with the goods until they are placed on the deck or in the hold of his barge, when he stows them. The duties of the watchman also include tallying (<i>i.e.</i> , checking the goods), attending to the pump, and <i>watching</i> the work of the stevedores, dockers, or riverside labourers in connection with his particular barge.	16,900, 16,905-6, 16,989.

* See opinion expressed in these questions as to the payment on this system.—G. D.

GLOSSARY.

GLOSSARY.

Term.	Definition.	No. of Question in Vol. III. Group B.
WATERMEN - -	<p>1. Watermen properly include licensed "lightermen," being all who are freemen of the Watermen's Company, but the word may be used for boat and wherry men (<i>i.e.</i>, river boatmen) only. The term is here used in its wider sense.</p> <p>2. This term is here used to mean captains of barges and canal boats on rivers and canals; their duties are to superintend the navigation of the vessel and to employ the labourers to discharge their cargoes.</p> <p>3. The term <i>watermen</i> here refers to the men who hang about public-houses at a 'bus terminus and earn a few pence watering the horses, &c.</p>	17,090, 17,104. 28,393. 18,180.
YARD-MONEY - -	Sometimes termed "ha'pence"; daily fees paid by cab-drivers to horsekeepers and to cab-washers for their services.	18,648, 19,272.
YARDSMEN - -	This term is applied to men engaged in goods and mineral yards, whose duties are to shunt and marshal goods and mineral waggons into trains for despatch to their respective destinations.	27,880.

ANALYSIS OF EVIDENCE OF INDIVIDUAL WITNESSES.

ANALYSIS
OF
EVIDENCE

Mr. ARTHUR ABRAHAM FREY.

Represents the Association of Master Lightermen and Barge Owners (16,733), which has 120 members representing 97 firms (16,734), with 4,600 barges and over 50 steam tugs (16,734-5).
Gives evidence upon strikes, three general and one local (16,736-8).
Attitude with regard to proposals put forward (16,812, 16,827).

REPUTATIONS (of statements by Mr. Fairbairn).

That (question 7492, 8160, 8624) *no compensation was given to the family on the death by drowning of the lad Murray*; details of the case (16,774).
That (question 8194) *employers circulated black-lists* (16,771, 16,823-7); black-lists have been issued from the working men, instances with documentary proofs (16,769-70).
That (questions 7969-71) *men wish for permanent employment*; men's associations, not the employers, object to permanent employment (16,775-8).
That (question 8221) *sanitation is imperfect*; sanitation is as near perfect as possible (16,767-8, 16,836-8); fire-places are provided on every barge (16,857-8); statements with regard to bilge water are wilfully misleading; every ship is fitted with several shifting pumps (16,859-63).

EMPLOYMENT.

Merchandise Marks Act has not diverted the traffic (16,821-2).
No necessity for a lighterman to remain on a barge several nights and days continuously (16,838-41, 16,847-51).
Effect of under-registration to employer and to employed (16,842-6, 16,867-72).
Complaint as to under-manning of barge has no foundation (16,852-3).
Explanation of apprenticeship system on barges showing that indentures are not violated in any way (16,854-6).
Number of men required on barges of various-tonnage (16,795).
Employers do not object to meet the men, but meetings have not been satisfactory (16,818-20).
Conciliation has been tried and has failed (16,762).
Lord Brassey's award has injured the trade by unsettling night work, increasing expenses and consequently (with other causes) diverting the trade from London to Continental ports; details given (16,763-4, 16,779-85, 16,798-805, 16,828, 16,864-6).
Necessity for night work (16,765).
Experience of co-operation has not been satisfactory (16,772-3).

WAGES.

Paid per day in the daytime, per job at night (16,766).
Rates per job (explanation of a "job," which requires defining) according to Lord Brassey's award, and grievance connected therewith (16,786-94, 16,806-17).
Watchmen are paid less than lightermen (16,830-1).
No departure from the award as to overtime rates (16,832-5).

STRIKES AND DISPUTES.

1st strike in 1889 (general).
Caused through sympathy with the dockers (16,740-4).
Lasted from September to October (16,733).
Organised by labour agitators, who employed intimidation (16,744-5).
Settled by the arbitration of Lord Brassey, the masters making concessions as to both hours and wages (16,746-7).
2nd strike in 1889 (general).
Lasted from 4th to 9th of November (16,748).
Caused by working lightermen not complying with the terms of Lord Brassey's award as to night work (16,748-50).
Settled by the masters giving way *pro tem.* (16,751-2).
3rd strike in 1889 (local).
Lasted but a few days, 15th to 19th November (16,753-4).
Affected one very large firm (16,755).

ANALYSIS
OF
EVIDENCE

Caused by violation by men of Lord Brassey's award as regards movable hours (16,756).
Settled by all the other associated firms executing between them the work of the firm affected (16,756).

Recent strike (originally local).

Caused by sympathy with the Carron and Hermitage Wharves dispute (16,757-8).
Lasted about three weeks (16,760).
Settled by threat of discharge made by a combination of all the employers (16,761).

Mr. HENRY JUETT.

Honorary secretary of the Amalgamated Society of Foremen Lightermen of the River Thames (16,873-5); controls between 50 and 60 barges (16,922-3).

REPUTATIONS (of statements by Mr. Fairbairn).

That (questions 7927-8) *the proportion of apprentices to adult labour is 40 per cent.*; correct proportion is about 25 per cent. (16,896-8).
That (question 8029) *the number unemployed is usually 35 to 40 per cent.*; number has never been more than 20 per cent. (16,910-4, 16,961-4).
That (questions 8290-1) *friends of deceased men are not allowed to be present or represented by a solicitor at coroner's inquests* (16,964).
That (questions 7898, 8030) *there are from 2,500 to 3,000 non-freemen*; correct number (as given in the Non-Freemen's Society's balance sheet for 1891) is 854 (16,990-5).
With regard to (question 7508) *the total number employed on the river* (16,897-8).
As to (question 7883) *Sunday work*; very little in firm witness represents (16,901).
As to (questions 7489-82) *night work*; only such work is done as is inevitable (16,902-3).
As to (questions 7496-7) *wages*; much better now than a few years ago (16,904), and the men do less work (16,905).
As to (questions 7495, 7904-8) *lights*; a sufficient number is always kept ready in a dummy or store barge (16,906); in case of collision a barge could not recover damages if it were proved that she had no light (16,907).
As to (questions 7881-2, 8217-21) *pumps and sanitation*; pumps are always placed on the bottom of the barge; the sanitary condition of the barge rests more with the men than with the employers (16,912); witness' firm cleans, overhauls, and paints its barges yearly (16,913, 16,921-3); the bulk of those on the river (not including coal barges) are very well fitted up (16,921-30).
As to (questions 8194-203) *the existence of a black-list*; no black-list has ever existed; a general notice, however, was issued by the masters referring to the men who had left their employment (16,916-20, 16,934-42).
As to (questions 7531-3) *a tug towing six barges*; the more barges a tug gets astern the less surf or swell she makes (16,990).
As to (questions 8075 and 16,848) witness does not know of any case of a man sleeping on a coal barge (16,926-9, 16,931-3, 16,985-90).
As to (questions 7927-31) *dock work by boys*; watchmen, or non-freemen, do the greater part of the dock work (16,899-900).

AMALGAMATED SOCIETY OF FOREMEN LIGHTERMEN OF THE RIVER THAMES.
Formed after the strike in consequence of pressure exercised upon the foremen lightermen by members of other societies (16,875-7, 16,880).
Has nearly 300 members, almost all of the men employed in the business (16,878-9).

EMPLOYMENT.
There is no government inspection of craft required (16,943-51).
The general practice of the trade is to give some compensation for deaths caused by accident, instance (16,965-75); no knowledge of any suit or action under the *Employers' Liability Act* (16,969-71).
Daily and nightly wages of apprentices under Lord Brassey's award (16,983-4).
Small craft do not require two men to navigate or work them (16,908-9).

ANALYSIS
OF
EVIDENCE.

EMPLOYERS.

Limited companies now own more than half the craft on the river, including the craft carrying general cargoes, and excluding coal barges; hence the trade is not learnt by apprentices as thoroughly as formerly (16,889-94).
Registration of barges is fairly carried out (16,952-4).

EMPLOYED.

Number of (16,896-8).
Since the strike the number of men who make their homes on the barges has decreased (16,914-5).
Few men are at present unemployed (16,911, 16,955-60).

REMEDIES PROPOSED, ADVOCATED, OR OBJECTED TO.

All boys to be apprenticed for seven years (16,881-5, 16,979-82); injustice of present system (16,883-4, 16,976-84).
Apprentices to be properly taught their trade and should not be allowed to navigate unless holding a certificate of their ability to do so (16,886-8, 16,980-2).
Certificates of competency to swim to be obtained before apprenticeship, not one-fourth of the men employed on the river can swim (16,895).

MR. GEORGE DONALDSON.

General secretary of the Amalgamated Tug Boat and Ferryman's Union (16,996, 16,998); formerly leading fireman on a deep-sea tug (17,032-4).

AMALGAMATED TUG BOAT AND FERRYMEN'S UNION.

Has existed three years (16,997, 17,065).
Was organised by witness (16,998).
Has 570 members in London out of about 740 of the deep-sea tugmen on the River Thames (16,999-7,000, 17,057-64).
No strike has occurred since the formation of (17,028).
Had friendly relations with the employers until two years ago, but employers have since taken up an hostile attitude and prefer non-unionists (17,028-9, 17,070).
Members do not object to work with non-unionists (17,080-1).
Rumour that non-unionists are to be paid less (17,071-3).

EMPLOYMENT.

The accommodation on the majority of the large boats is very poor and insufficient (17,013-7, 17,046-9).
Promotion depends upon the number of years served (17,013, 17,018, 17,022).
Is very regular (17,087, 17,079-80).

BOY LABOUR.

The large boats (those that go to the Continent) are to an extent under the Board of Trade (17,001), and are mostly manned by boys (17,005), who often lose their lives through inexperience (17,006-7).
The diminution of the number of men on the tug-boats (which formerly were all manned by men) is attributable to the low wages, long hours, and great risk (17,008).
Boys enter the third-class (small river) boats at the age of about 13, and become deck hands on the first-class (large) boats at 17 or 18 (17,009).

LABOUR.

Hours of actual work average from 70 to 100 per week, the men working as long as required (17,001-4, 17,035-6, 17,043-5, 17,049-56, 17,075).
On the large boats the only holidays are a few days when the boat is cleaned out, i.e., once in every six months (17,037-41).
The deep-sea tugs generally tow sailing ships (17,020, 17,040).
In Liverpool two spare men are always kept on shore to supply the places of men who have been away in the boat for a week (17,003, 17,076-8).

WAGES.

Average rates for captains (17,025); mates, deck hands, and engineers (17,026).
Dissatisfaction with the system of pay nights (17,001, 17,037).
Amounts of increase obtained by negotiation 12 months after the formation of the Society (17,066-9).
Are better in Liverpool where the men on the relay system are also employed weekly (17,086-8).

The legislature cannot interfere with the rate of wages (17,026).

REMEDIES PROPOSED OR ADVOCATED.

Better regulation of hours and employment of more men required (17,001-4, 17,076-8, 17,080-9).
Boys on board tugs ought to serve a certain time (17,010).
Examinations required to ensure efficiency and to make the employment more of a "close" service (17,011-2, 17,018-24).

MR. JOHN WILLIAM NOBLE.

President of the Waterside and Riverside Labourers' Union (17,090).

WATERSIDE AND RIVERSIDE LABOURERS' UNION.

Established in August 1891 (17,091-3).
Head-quarters are at Leeds (17,093).
Has about 120 members (17,094) who are employed as watermen and general labourers, discharging and loading boats on the Leeds and Liverpool and the Aire and Calder Canals (17,095-6).
Many members left after the strike, as the executive considered that the concession of 3d. per ton, although the men had asked for 1s. per ton, was just (17,104); the best men now remain (17,104).
Has no cause of complaint against the employers (17,105).
Contributes regularly to the Leeds Trades Council (17,163-4).

EMPLOYED.

Not more than 15 men in the Society can write their names or read (17,106, 17,128-9); avoidance of the *School Board Act* by the children (17,106, 17,135-7).
The executive has not as yet taken steps to enforce their attendance at school (17,130-1, 17,134, 17,138); difficulty thereof, as many of these families live principally on the boats (17,131, 17,139).
No members of the Society allow their children to run wild (17,132-3).
All the married men who are members have homes (17,140-3).
Earnings of the non-society men are about 22s. per week, of the Society men 22s. to 25s. per week, and are inadequate (17,152-8); reason for the refusal of the former to become members is unaccountable (17,159-62).

STRIKES AND DISPUTES.

Only one strike since formation of Society (17,097, 17,114), which was caused by a demand for an increase of 3d. and 1d. per ton to the different stages, a stage being the distance from one coal staith to another (17,098-100). Demand at first refused, but conceded after a fortnight (17,101, 17,104). No trouble and disturbance during dispute (17,102). Cost was very slight (17,103).

In the event of a dispute, 14 days' notice would be given (17,107), and, failing an amicable agreement, the matter would be referred to the Leeds Trades and Labour Council, which has power to refer to the board of conciliation; decision of the board would be carried out (17,108-13, 17,117-9); subsequent procedure by the Trades Council (17,116-7); no occasion as yet of reference to the Council (17,114-5).

The Leeds Board of Conciliation deals with the disputes of any trade asking for intervention (17,118-25); at present has not been called upon to settle many difficulties in Leeds (17,126-7).

REMEDY ADVOCATED.

Prohibition of children, and of women if possible, from travelling on board the canal boats, and compulsion on every boatman to have a settled home for his family (17,139, 17,145-51); reasons (17,105, 17,128-9, 17,135-7, 17,165-7).

MR. JOHN BRYDONE.

Inspector under the *Canal Boats Act* since 1884 (17,168-70); district extends over England and Wales (17,171); tenders evidence relative to that given by former witnesses on the working of the Act (17,172).

EMPLOYED.

Not more than a tenth of the boats are permanent homes (17,195-202).
Proportion of children living on board the boats who ought to be at school is small (17,173, 17,180, 17,209);

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beneficial results of the efforts of the inspectors and school attendance committees and officers (17,173, 17,186-9, 17,203); Birmingham has adopted a system of school pass books (17,173, 17,190).
In many districts the owners prohibit the men taking their wives and children with them (17,173).
How the children get education (17,173, 17,203-6).
The best method to diminish the number of children on board is that on which the inspectors have worked during the past eight years (17,210).

LABOUR.

Hours of (17,175).
The boatmen reckon the number of hours worked from the time of leaving to the time of returning to a place, thus including the hours of sleep (17,175-8).
Wages average from about 16s. to 45s. per week (17,175, 17,181); amounts paid to boatmen on the Aire and Calder Canal (17,182).
The employment is very healthy (17,173, 17,175).

CANAL BOATS ACTS.

About 12,000 boats have been registered since 1877 under the operation of (17,173); estimated present number of canal boats is 10,000 (17,173, 17,183).
Registration authorities, urban and sanitary, number 131; inspectors number 317 (17,173, 17,201); the former register for accommodation and sanitary conditions (17,192-4).
28,704 boats were inspected in 1891; number and nature of contraventions (17,173), a third of which were in the Liverpool, Hull, Manchester, and Salford districts (17,173, 17,183).
Only 11 cases of infectious diseases were met with in 1891 (17,173, 17,175, 17,179), and only 112 cabins found to be overcrowded (17,173, 17,191-4); considerable overcrowding on some of the boats under the *Merchant Shipping Act* (17,174).
524 less infringements in 1891 than in 1890 (17,173).
Mode of dealing with contraventions (17,173).
A large number of boats are under the *Merchant Shipping Act* in preference to the *Canal Boats Acts* (17,174); damages to craft under the former can be assessed much more easily (17,175); the Aire and Calder Canal boats are principally under the latter (17,184-5).
Generally the Act is well worked and obeyed (17,177-5).
Incorrect to state that the Act is violated without the certificate having been examined (17,207).

MR. MICHAEL MALONEY.

Senior investigator for the Goole district of the Dockers' Union (17,212-3), which has existed two and a half years (17,217); duties connected therewith (17,214).
Member of the Hull Board of Conciliation which has been formed about one and a half years (17,235).
Tenders evidence on behalf of the Aire and Calder Canal fly-boatmen (17,211, 17,215, 17,260, 17,262).
Disagrees with the evidence of Mr. Juett concerning the bilge water and the sanitation of boats (17,265); steps taken by the employers to evade the inspectors on the illness of the captain's wife or family, (17,265-6).

EMPLOYMENT.

Complaint against the method adopted by the company with regard to short and excess deliveries of cargo (17,281-3, 17,285-90, 17,294); half-yearly sales (which are advertised) are held of the excess goods (17,291-4).
The company does not allow the captain to have more than four children on board, and the mate a proportionate number (17,269-70, 17,298-301).
When travelling between Leeds and Bradford at night the mate has to provide sleeping accommodation for the "horse marine," (17,270-2, 17,275, 17,296-303).

LABOUR.

Introduction of labour-saving machinery has expedited work (17,221-3, 17,243); men consider that wages should be proportionately increased (17,244).
The motive power on the Aire and Calder, except on the upper canals, is steam (17,273-4).
Complaints against the hours worked (17,255-7, 17,269, 17,284, 17,304-17).

WAGES.

12½ per cent. reduction was made in 1878 (17,223, 17,233, 17,240); 10½ per cent. has been regained (17,241-2); of which the Union has obtained 8 per cent. (17,258-61).
No payment for overtime, except when discharging or loading the vessel (17,239, 17,305-7); the discharging being done before 6 a.m. and after 6 p.m. (17,308-17, 17,321-3).
Rate of payment for overtime (17,238-9, 17,241).
Weekly wages and trip money of captains and mates (17,244-57).

STRIKES AND DISPUTES.

Aire and Calder Fly-boatmen's Strike.
Commenced in December 1891 (17,215-6).
Caused by request for an increase of 7½ per cent. (17,218).
Grounds upon which increase was asked for (17,221); introduction of labour-saving machinery expedited the work (17,221-3).
Employers offered 5 per cent., which the men refused (17,219-20).
A strike ensued and lasted four weeks (17,224-5).
Arbitration offered to and refused by employers (17,226); had it been accepted, the strike would have been avoided (17,233).
Ended in a compromise (17,227-9).
Cost the Union about 430l. (17,230-2).
How the company obtained the men's opinions as to striking (17,233).

REMEDIES PROPOSED AND ADVOCATED.

Compulsory Government boards of arbitration and conciliation to deal with wages, hours, and conditions of employment, advocated (17,234); the arbitrator to be appointed by the aggrieved parties (17,329-34); awards to be binding for 12 months (17,235-7); method of enforcement (17,335-44); the great factor in disputes is public opinion, which would compel concurrence in the arbitrator's decision (17,345).
The company to be compelled to allow the men to go home every Saturday night (17,276-8, 17,284); result of overtures thereon (17,279).
The legislature to inquire into the men's position and conduct and compel competency (17,280); incompetency of some of the boatmen, and consequent loss to the company, which holds the captain responsible (17,257, 17,295).
Overtime to be properly paid for (17,318-28).

MR. JOHN BEASLEY.

General secretary of the London Cabdrivers' Society (17,346-7); a driver of 20 years' standing (17,368).

LONDON CABDRIVERS' SOCIETY.

Operations extend over the Metropolitan Police district (17,346, 17,348).
Has between 1,000 and 2,000 members, out of about 13,000 drivers who hold licences as employees (17,349-53).
Men taking any leading part are looked upon unfavourably by the employers (17,368).
A very strong Union existed years ago, and during its existence no dispute occurred, except one when it became weak in 1882 (17,372).
Weekly subscription is 3d. (17,516).
Has trade and legal benefits (17,517).
Defends members if the case is a bad one (17,518).

HYDE PARK CO-OPERATIVE CAB COMPANY.

Was established in 1882 to employ men boycotted, but unfortunately was floated under the *Limited Liability Companies Act* (17,373, 17,413-4, 17,558).
The men hire their cabs, which are in good order, at a much cheaper rate (17,373, 17,415-8, 17,429-30).
Though a struggling concern, is now making headway (17,373-4, 17,427, 17,430, 17,432-6).
Started with capital partly borrowed, and the interest on this has absorbed what would otherwise have been profit (17,373, 17,420-5); one dividend of 5 per cent. paid about eight years ago (17,426-8, 17,431); the company is now more successful in its management, and the profit is applied to increasing the stock (17,427, 17,432-6).
Reason for the difference in profit between that made by the cab-owners and the Society (17,429-30, 17,578).

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EMPLOYERS.

Unreasonableness of the proprietor is proportionate to his capital (17,366).
The *London Improved Cab Company* is one of the most reasonable in the trade (17,369).
A black-list was issued in 1891 by the *Metropolitan Cab-drivers' Strike Fund Association* (which has existed since 1832); some of the proprietors objected to the inclusion of their men in the list (17,372, 17,579-86).
Where a friendly spirit exists with the men, matters are fairly satisfactory (17,372).
The majority are associated (17,476).
Are responsible to the public for accidents only (17,481, 17,515).
Competition among cab-owners is decreasing (17,556-7).

EMPLOYED (cabdrivers).

About 15,000 or 16,000 hold licences (17,349, 17,353); and 2,000 of these own their own cabs (17,353).
No difficulty at present between unionists and non-unionists, no strike against the latter has occurred (17,367).
Two or three attempts have been made at co-operation (17,373).
Statistics showing that the majority of accidents are caused by drivers (often lads) of vans and cabs, and not by cab-drivers as is commonly supposed (17,376-7, 17,437); accidents often occur to cabmen through the inexperience of drivers of heavy teams (17,377).
A great many men ("butterfly drivers"), 40 per cent. of whom are questionable characters, use their licences for only about three months in the year, working at different trades and occupations during the other months; the employers are thus assisted in raising prices, and the legitimate drivers are very often ousted (17,381-2, 17,385-97).
Some drive cabs merely for pleasure (17,381).
Before a licence is granted the proprietor has to testify as to driving capacity, an examination at Scotland Yard must be passed, and the signatures of two householders obtained (17,440-3); the examination is in many points a farce, many do not give their *bonâ fide* addresses (17,381, 17,440-3, 17,445-7, 17,450-2).
Objection to penalty for omitting to wear badge when in the police court (17,518-23).
Unfairness of the law imposing upon a cabman a penalty for demanding or even taking more than the legal fare, but allowing him to take an amount (previously agreed upon in his ignorance of the distance) less than the legal fare (17,589).

LABOUR.

Hours worked are more of a matter of compulsion than choice (17,361), though, in some cases, the employers fix the hours (17,363-9), average is about 15 hours daily (17,363-5); the men working one horse a day, work 9 to 10 hours (17,492-4).
In Newcastle the maximum hours are 12 per day (17,506).
The time occupied in minding the cab is the most irksome part of the employment (17,364-5).
In some yards men are discharged if they will not work the 13 days round; half the cabs do not work on Sundays, but Sunday labour has increased of late years (17,366).
The number of cabs in the summer is only slightly increased over the number in the streets in the winter (17,383, 17,385).
Since the abolition of the duty in 1869, the cabs have been much improved, though at the cabdrivers' expense; the daily cost to the driver is 3s. in advance of that of 1869 (17,397-9, 17,402, 17,539-40, 17,566-77).
Present daily charges, generally paid at night, are about 2s. higher than in May 1891 (17,463-9); a driver under an Association employer, if unable to pay, is placed in the "red book," and cannot obtain employment at the yard of any other association master till he has paid himself out (17,474-9).
Explanation of "balking"; hardship to the cabman, who has no remedy, (17,473-9, 17,587-9).
The best cabs are generally not at the railway stations (17,535-7).
The cost of a cab of the same kind as used in 1869 (almost out of date) has very little increased (17,539-48).
A cab costs 50l. to 100l., and lasts about eight years; question of profit and expenses as compared with 1869 (17,539-40, 17,549-55, 17,576-8).

WAGES.

Cabdrivers hire their cabs daily, making what profit they can (17,354-5); in suburban districts a few, and in the provinces, many, receive fixed wages, others a fixed wage with commission on earnings (17,355, 17,359, 17,501-2); beneficial working of the latter system (17,503-8).
Vary according to nature of vehicle, place of stabling, &c. (17,357).
Are subject to seasonal fluctuations (17,354).
Average of the 13,000 men holding licences as employees is about 30s. a week (17,356-60, 17,406-9); method of calculating daily expenses (17,406).
Were 14s. per week more in 1869 than now (17,397-412, 17,538, 17,558-66).

STRIKES AND DISPUTES.

Several minor strikes have occurred, the dispute generally being over the advances by the proprietors in the charges, which always occur when summer, the cabdrivers' most profitable season, approaches (17,369, 17,382).

Non-unionists are more anxious to strike and to take avail of the Union's assistance than unionists (17,369).

About 5,000 men were out in 1891 at different times (17,471-3).

Strikes in 1882.

The leaders had a great difficulty in preventing a general strike (17,369).
Resulted in a reduction in the charge prices (17,372).
Cost the Union about 596l. (17,374).

Strikes in 1891.

Was the largest dispute that has occurred in the cab trade (17,369).
Lasted 13 or 14 weeks (17,369).
1,300 unionists and 1,200 non-unionists engaged in (17,370).
Union endeavoured to effect an amicable settlement and was in many instances successful (17,371).
Resulted in a general reduction of 2s. per day in the charge prices (17,372); this advantage has since been practically lost by the men's want of adhesion (17,372, 17,468-9).
Arbitration was offered by latter, but the Proprietors' Associations did not reply thereto, and refused to meet the Union in any form (17,372).
Cost the Union about 3,700l. (17,374, 17,470).

REMEDIES PROPOSED OR ADVOCATED.

Much is to be expected from co-operation (17,374).
All persons in charge of vehicles for conveyance of passengers or merchandise should be licensed by the London County Council or the Board of Trade, and the number of licences limited to meet the public requirements and convenience (17,375-80, 17,384, 17,438-53, 17,509); proposed examination as to competency and character (17,440, 17,453-5).
Statistics concerning "butterfly cab-drivers" to be correctly ascertained and published (17,381-3); some protection to be afforded to the legitimate drivers (17,383).
Formation of a joint committee of proprietors and drivers to discuss trade grievances; instances of satisfactory application of this proposal (17,384).
Statistics of the number of accidents caused by lads to be obtained (17,384).
Amendment of the *Hackney Carriage Act* abolishing the railway monopoly, required by both proprietors and drivers (17,456-7, 17,510, 17,529-37); the monopoly is not exercised at the London and South-Western Station; results are satisfactory (17,458-62).
The daily charge of the proprietor to be fixed every six or nine months, according to the state of trade, by an arbitrator appointed by the Board of Trade or by some body, e.g., the County Council (17,473-81, 17,511-5).
Law requires amendment with regard to the unlawfulness of plying for hire anywhere than on a hackney carriage standing; the present stand accommodation is insufficient, and often situated where not needed (17,481-7); suggestions have been made and have been partially successful (17,487-8); charges against the majority of the 100 licensed busmen and cabmen weekly summonsed in one court are for contravening this law (17,380, 17,489-91, 17,524-8).

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Cabmen's hours to be fixed by law, *e.g.*, by a licensing board (17,495-6).
Cabs to be owned and worked by the municipality (17,497-500, 17,515).

Mr. EDWARD BALLARD.

Organising secretary of the London Carmen Trades Union (17,590-1); with 18 years' experience as a carman (17,785-8).

Gives evidence as to hours worked and low-wages received by carmen (17,592, 17,600).

LONDON CARMEN TRADES UNION.

Has existed two and a half years (17,703).

Number of members (17,672).

Has made no overtures to the Post Office, but intends to do so (17,692).

Has a wages and hours list which it desires to establish (17,678-83, 17,704-6).

Is not federated with any other unions, but is forming a federation with the vehicular traffic people (17,697-8).

Was mixed up with the Hay's Wharf strike from sympathy (17,699-702).

Has approached employers for reduction of hours with no result (17,704-5, 17,712-3).

Men do not join for fear of refusal of employment; firms objecting to unionists cited, and instances of dismissal of union men (17,595, 17,746-8).

The respectable carmen are all willing to join (17,605).

EMPLOYMENT.

Is irregular (17,595-6, 17,599).

Men are now engaged daily not weekly, owing to the Union suing for dismissal without the week's notice (17,595-8, 17,635-6, 17,684, 17,748).

Low wages and long hours are in consequence of the trade being entirely open (17,600-1), charges against the large carmen companies of over-working their horses (17,614, 17,616, 17,769-811).

Railway carmen get a week's notice (17,694).

EMPLOYERS.

Are responsible for accidents (17,616, 17,622); and for loss of goods; cases cited (17,602, 17,605, 17,620-1, 17,650-4); but as insurance payments are light, they are not careful in selecting men (17,623-6, 17,653-7).

Difficulty of approaching employers, who do not know of the long hours, &c., occasioned through the foremen and middlemen (17,708-19).

Pay the fines imposed on their drivers for overloading (17,614, 17,616, 17,646-7).

EMPLOYED.

Number of carmen in London (17,671).

Definitions of general and town carmen and of odd men (17,714-5, 17,720, 17,734-6).

Foremen who thoroughly understand horses, but are not competent to superintend London carmen, are imported from the country (17,706-8).

BOY LABOUR.

In the carmen business causes accidents (17,604).

In night work, boys are given the preference to men as they do more work for less wages (17,614-5, 17,617, 17,634, 17,642-6, 17,648-9).

Boys work both day work and night work (17,614, 17,627, 17,633); but not on Sunday (17,641).

Ages of boys are from 14 to 17 (17,615, 17,669, 17,716).

Statement that Mr. Webster employs more boys as carmen, works them longer hours, and pays lower wages than any other firm in London (17,749-51).

LABOUR.

Hours of two-thirds of the carmen (railway carters, &c.) of London are from 16 to 18 per day (17,593-4, 17,673, 17,693, 17,709, 17,730-44).

Hours of boys (17,627-32, 17,666-70).

Hours of Post Office carmen (17,686-9, 17,721-5).

Post Office carmen are employed by contractors not by Government (17,745, 17,763); lose time when undergoing their driving examination and getting their uniform (17,725-9, 17,757-62).

Odd men average three days per week (17,637-40, 17,720).

Sunday work (number of stablemen being insufficient, 17,659-65) in the stables is compulsory (17,639, 17,658, 17,674); not the case with railway carmen (17,695-6).

No fixed meal hours; employed getting their meals as best they can, and run the risk of being summoned for an unattended van (17,752-6).

WAGES.

Rates per hour for job work (17,599); for Post Office carmen (17,686).

Carmen paid 2s. 6d. per night for night work; boys paid 1s. 6d. and 2d. per load (17,614-5, 17,645-6, 17,648-9).

Rates paid by railway companies (17,767-8).

Per week of drivers from the country (17,609, 17,619, 17,678).

No extra rate for Sunday work (17,675-6).

Weekly average for carmen (17,677); for Post Office carmen (17,690-1).

REMEDIES PROPOSED OR ADVOCATED.

System of licences for carmen (1) to prohibit boy labour and therefore reduce the number of accidents (17,602-5, 17,717-9); and (2) to obtain competent drivers and thus raise wages by reducing competition from the influx of men from the country (16,605-13, 17,618-9, 17,710-11).
Eight hours' day desired (17,712).

MEMORANDUM received through Sir Michael Hicks-Beach ON STATEMENTS MADE BY MR. E. BALLARD concerning the hours and wages of carmen in the employment of the Post Office contractors (17,811a).

I. LETTER from the SECRETARY, GENERAL POST OFFICE, to the SECRETARY, LABOUR COMMISSION, forwarding returns in refutation of the preceding statements, and pointing out that the mail cart drivers in question are in the employment of private contractors, who alone regulate their pay and conditions of service, and that they are in no case the servants of the Post Office.

II. RETURN showing the WAGES PAID BY THE MAIL CART CONTRACTORS, Messrs. Allen, McNamara, Birch, and Webster, and the hours the employees are worked.

III. RETURN showing the general average WAGES PAID and the HOURS WORKED (calculated from the preceding return).

IV. STATEMENT showing the NUMBER OF MAIL CART DRIVERS EMPLOYED ON SUNDAYS, and the REMUNERATION they receive from the above-mentioned contractors.

V. REPORT OF MAIL CART SUPERVISOR:—

A. Refutation of statements (questions 17,686-90, 17,721-4) as to long hours of Post Office carmen.

(1) Rates of wages paid by Mr. J. Allen, Messrs. McNamara & Co., Mr. J. M. Birch, and Mr. C. Webster.

(2) Small allowances are made for extra trips, and good conduct bonus is occasionally given.

(3) Mail cart drivers receive annually from the department uniform clothing.

(4) Contract with Mr. Webster is much lower than with the others, hence wages paid are lower (questions 17,749-51).

(5) Numbers of drivers and hours per day they are employed.

(6) Drivers employed over 12 hours have frequent rests at post offices and off-duty intervals.

(7) Wages paid by outside firms cited for comparison.

(8) Belief that an outside carman's wages are enhanced by gratuities from the public.

(9) No information can be obtained as regards Messrs. Carter, Paterson, & Co.

B. Refutation of statements (questions 17,725-9, 17,757-62) as to loss of time during driving examination and calling for uniform.

(1) Driving examination does not occupy more than one hour.

(2) Men are given the choice of three days on which to call as regards clothing.

C. As to statements (questions 17,745-9) that certain firms will not employ unionists.

(1) Messrs. McNamara, Birch, and Webster are indifferent as to whether their men are unionists or non-unionists.

(2) Mr. Allen declines to employ union men.

(3) Contractors mentioned (question 17,748) deny that they have dismissed men for unionism.

(4) Practice of dismissal at a minute's notice is the custom of the trade, and has been in use since the establishment of the firms.

(5) In all the cases tested the Carmen's Union was defeated (questions 17,595-8, 17,635-6, 17,684).

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D. With regard to the *employment of boys* (question 17,749).

- (1.) No mail cart driver is employed under 18 years of age.
- (2.) Boys alluded to are employed by Mr. Webster in his ordinary carrying trade.

E. Refutation of statements by Mr. R. Jenkins (questions 17,841-2) that *men driving the Government mail carts are cab-drivers who have lost their licences*.

- (1.) The contractors have no knowledge that such is the case.
- (2.) Some mail cart drivers hold cab or omnibus licences which they renew yearly.

Mr. ROBERT JENKINS.

Member of the Executive Council of the Metropolitan Cab-drivers' Trade Union (17,812-3), which he represents (17,814-5); was engaged in the strikes of 1882 and 1891 (17,817, 17,822); managed a cab-yard for two and a half years (17,829).

METROPOLITAN CAB-DRIVERS' UNION.

Benefits of membership (17,845).
The punishment of the "bilker" is a special object (17,845).

Weekly contribution is 3d. (17,845).
Not recognised by the Proprietors' Association (17,827).

EMPLOYERS.

Have many different separate associations (17,817).
Often urge the men to strike that they may sell their bad property at prices above value (17,817-9, 17,823, 17,829-30).

The London Improved Cab Company owns over 200 cabs (17,823).

To run a first-class cab costs 3l. per week (17,829).

EMPLOYED.

Complain against the liability of the driver to be summoned; 6,763 summonses were granted in 1890 against hackney carriage and stage carriage drivers and proprietors (17,828, 17,841).

Licences are very seldom taken away unless for drunkenness or dishonesty (17,841).

The majority of the men driving the Government mail carts are cab-drivers who have forfeited their licences (17,841-2).

Hours of drivers average 15 daily, but for cab horses average seven and a half to eight (17,843-4).

STRIKES.

Many small strikes occurred between 1882 and 1891 (17,822).

Strike of 1882.

Was the outcome of a mass meeting in Hyde Park to protest against the exorbitant prices charged for the hire of cabs (17,816-7, 17,821).

Delegates were appointed to wait upon the Masters' Association, and were received, but the request for a reduction was refused (17,817).

Application was made to the *Amalgamated Cabdrivers' Society* and a strike ensued (17,817).

Numbers of unionists and non-unionists engaged in (17,829).

Some proprietors acceded to the men's terms, but others resisted for some weeks and then gave way (17,817).

A few yards at a time were struck at the advice of the leaders to avoid inconvenience to the public though the men themselves desired a general strike (17,817).

Resulted in a general reduction of prices of about 2s. per day (17,817, 17,820-1).

The men who did not strike were the actual gainers (17,817); the strikers suffered greatly while out (17,817).

Cost to Union and loss in wages (17,817).
Amicably settled in the majority of cases by the delegates assisted by the *Amalgamated Society* (17,817, 17,821).

Many proprietors, who probably urged the men to strike, sold off their property, making capital out of the sale (17,817-9).

The *Amalgamated Society of Cab-drivers* existed about six years before the strike, and the prices for cabs were reasonable while it flourished (17,821); in 1882 the funds were low, and gradually the Society sunk (17,821).

Would have been avoided had the men been well organised (17,824-5).

Strike of 1891.

Commenced in April at the Earl of Shrewsbury and Talbot's yard, in which the prices had been raised (17,822).

Letters were written; but were of no effect; consequently a strike ensued, and developed throughout London, when the other proprietors also raised their prices (17,822).

The men were desirous of a general strike, but at a meeting held at Victoria Hall a resolution was passed at the leaders' advice, that the strike should go on as before, i.e., by striking at different yards at different times (17,822).

Numbers of unionists and non-unionists engaged in (17,829).

Lasted about 13 weeks (17,822-3, 17,825).

Arbitration was offered and every means tried to close the strike, but ignored by the proprietors (17,823).

In five or six yards (including the London Improved Cab Company and the firm of Hinchley, the largest firms in London) terms were made with the Union (17,823).

The Earl of Shrewsbury's object in selling his horses and not the cabs and harness, which he proposed to let out so that drivers would see that his cabs were still running and would then apply for places, was frustrated by the picketing of his yard (17,823).

Some of the horses realised 14 or 15 guineas, but would not have fetched more than 2 or 3 guineas at any other time; the hire prices are now increasing again (17,823).

The men who did not strike were the actual gainers (17,824).

In one case a proprietor received a deputation and agreed to the men's terms, but the next day discharged the head of the deputation; the whole of the men came out, but returned after three weeks at the advice of the Union (17,825).

Cost to Union and loss in wages (17,825, 17,836-40).
Ended in the natural autumn reduction of prices (17,822, 17,825).

The cabs at work during the strike were let at a reduction of 2s. (17,826).

REMEDIES PROPOSED OR ADVOCATED.

Strong organisation of both employers and employed and mutual discussion of grievances would prevent strikes and result in other advantages (17,826-7).

Proposed list of prices for first-class cabs (averaging 12s. 6d. per day all the year round) agreed to by the men, but refused by the Proprietors' Association, which, however, has stated that with an average charge of 10s. 6d. a fair profit could be made (17,829, 17,831-5).

Removal from the cab ranks of the men who have lost their licences through drink and who act as watermen (17,841-2).

Mr. WILLIAM ROBERT LEVICK.

Member of the Metropolitan Cabdrivers' Union (17,846-7), which he represents (17,848-50); was engaged in the strikes of 1886 and 1891 (17,851).

Suggests as a *remedy for the prevention of strikes* that cabmen should be legally protected by the fixing of the hire charge, hours which are too long would then be reduced (17,879-80, 17,881-6).

STRIKES.

Both the under-mentioned strikes occurred in the summer during the London season when the hire charge was raised (17,862-3); in Jubilee year some of the proprietors charged more than double the ordinary price (17,864).

Strike of 1888.

No union or trade protection society existed among cabdrivers at time of (17,852).

Caused by inability of the men to meet the advanced prices for the cabs (17,853).

Lasted about two weeks (17,854).

Resulted in concession of half the men's demands (17,855-6), and the formation of a society which is not now existent (17,860-1).

Work was generally resumed, though one proprietor circulated a black list; criminal proceedings were instituted, and resulted in a compromise (17,857-9).

Strike of 1891.

Caused by refusal of the men to pay the increased charge (17,869-71).

The Union, at the request of the strikers, negotiated with the various proprietors, generally by a deputation.

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tion of the men in the yard (17,865-7, 17,871-3); attempt made to fix a uniform price in each yard (17,868).

Arbitration was offered by the drivers, but refused (17,877); no mention of arbitration was made in the yard where witness was employed (17,874).

The firms engaged in were generally the same as those in the 1888 strike (17,875).

Some men were boycotted for weeks (17,876); the men who did not strike were the actual gainers (17,878).

Mr. GEORGE THOMAS JACKSON.

Member of the Northern Counties Amalgamated Tramways and Hackney Carriage Employees' Association (17,887); formerly a guard on a tramcar (17,893, 17,939).

NORTHERN COUNTIES' AMALGAMATED TRAMWAY AND HACKNEY CARRIAGE EMPLOYEES' ASSOCIATION.

Head-quarters are at Manchester (17,888).

Districts over which operations extend (17,889-90).

Has nearly 3,500 members (17,891).

Unsuccessful overtures to the company to reduce the hours (17,893, 17,940-4, 17,961-2).

EMPLOYMENT.

Is subject to much seasonal irregularity (17,893-7).

Accidents.

Are frequent (17,897).

The companies do not give compensation (17,897), consequently accidents and sickness have cost the Manchester Association during the last two years about 1,500*l.* (17,897).

Injustice of the system in Manchester of compelling the men to pay for damage to vehicles, even though the accident may not be through any fault of the driver (17,912).

EMPLOYERS.

Each manager works his yard at the least possible expense (17,908).

Last dividend paid by the Manchester company was 7½ per cent. (17,909); the company pays to the corporation about 32,000*l.* yearly as metal rents (17,912, 17,966-8).

The corporation will not allow the company to have a lease of the lines without making profit thereon (17,912).

EMPLOYED.

Complain of the low wages and long hours (17,893, 17,908).

Are summoned for plying for hire (17,914).

Dismissal of representative delegates.

Has been attempted, but unsuccessfully in Manchester, as a means of crushing the Association; instances of intimidation (picketing and discharge of men attending meetings) by the companies to prevent formation of branches at Liverpool and Leeds (17,898-903, 17,916-25, 17,928, 17,932-3, 17,937-8, 17,951-8, 17,964-5).

The Leeds Trades Council was compelled to appeal for subscriptions to support the discharged men (17,903).

The men in Liverpool have petitioned for the formation of a branch of the Association (17,927, 17,929-33); Councillor Kelly raised the question in the Council but unsuccessfully (17,934-6).

LABOUR.

Details of hours worked, which range from 11 to 16 per day; statement (compiled by witness and published) has not been contradicted by the company (17,893).

Seven days a week are worked (17,893).

Grounds of complaints against the long hours:—(1.)

Men have no time to attend to their families (17,893);

(2.) No proper time for meals is allowed (17,893); the horsekeepers, however, have better opportunities

(17,908); (3.) During the last two years 27½ per cent.

of the company's men have been down at one time

with sickness (17,893); (4.) The men are exhausted

at night and consequently accidents are liable to

occur (17,893).

Custom for the company to keep the trams running for

an extra journey on Saturdays (17,893); if the cars

lose time in the day the last journey is sometimes

started three quarters of an hour later than the

proper time (17,893).

A deputation consisting of some of the most prominent gentlemen in Manchester, in April 1891, requested the

directors to reduce the hours; the Union, being charged with causing the agitation, called a general meeting which unanimously voted for the reduction; when the deputation of men, called for by the company (witness being excluded), waited upon them, the counter evidence of three or four men was produced, and the request therefore refused; one day's holiday per week was granted instead and the wages were increased in one district (17,893, 17,945-50); the concessions made with regard to holidays are being seriously tampered with; result of interview of witness with the company (17,893, 17,959-60).

Statistics of wages paid, hours worked, meal times allowed, &c. in Bolton, Burnley, Bury, Huddersfield, Liverpool, Nottingham, Rochdale, and Sheffield (17,910, 17,912, 17,926-7).

The tramways in Manchester are all horse tramways (17,963, 17,975); in Huddersfield, steam tramways (17,976).

Comparative carrying capacity of a steam car and a horse car (17,977-9); and comparison between the labour-bills, wages, &c. in steam tramcar and horse car companies (17,980-6).

In the winter the company has a system of allowing the men off, in some cases every other Sunday, in others once in every three Sundays; in summer, however, a Sunday off is a rare thing, but if taken, the day's wages are stopped (17,893).

WAGES.

Different rates are paid in almost every town in which the Association has a branch (17,893).

Of tramcar drivers vary from 1*l.* to 1*l.* 12*s.* 8*d.* per week (17,893, 17,910); of conductors, from 18*s.* to 1*l.* 8*s.* (17,893, 17,910); of cab-drivers, from 12*s.* and 14*s.* per week, the driver being obliged to depend upon the generosity of the public to make up his wages (17,893, 17,908); of horsekeepers, from 18*s.* per week (17,893) paid according to the number of horses attended to (17,903); "team money" given in one or two cases (17,908).

Daily rates, and half-yearly and yearly increases therein, of drivers and conductors in Manchester (17,893).

Rate of payment is by the day, but the men generally receive their wages weekly (17,893).

In the summer the Manchester companies turn out extra vehicles to run three or four journeys a day, to attend sports, &c.; the men are paid by the journey, and sometimes earn only 7*d.* or 9*d.* during the day (17,898).

In some cases, but not in Manchester, *finer* are inflicted for very petty offences; instances (17,912, 17,974).

REMEDIES PROPOSED OR ADVOCATED.

Either limitation of the number of licences issued by the local authorities, or provision of better accommodation and stands for the men (17,895-6, 17,903-8, 17,914-15).

Government to pass a Bill prohibiting local authorities from granting leases of tram lines to public companies; comparison between the tramway working in Huddersfield (where the tramways are worked by a municipality) and in other large towns, showing the improved conditions under the former (17,908-13, 17,969-73).

Mr. RICHARD THOMAS KINGHAM.

Secretary to the London General Omnibus Company, (17,987); tenders evidence concerning that previously given on the 1891 strike (17,988).

REFUTATIONS.

(a.) Of statements by Mr. Sutherland.

That *the strike of 1891 was caused by the long hours*:

—the sole cause was the introduction of the ticket system; inquiries proved that men were otherwise satisfied with their conditions (17,990-7, 18,071, 18,092-4, 18,178).

With reference to *Accident Clubs*:—particulars of their management; the clubs are a great benefit to the men (18,020).

With regard to *holidays*:—a large number of odd men are employed to relieve the regular men when they require a day off; number of "buses stopped on Sundays during 1891 was 110 (18,021-2); a Sunday off can be obtained by giving due notice, though, being a daily servant, the man loses his wages (18,127-30).

That *his intervention was refused previous to the strike* (18,004, 18,031-3).

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(b.) Of statements by Mr. Bowbrick.

That there has been a wholesale dismissal since the strike of men belonging to the Union:—no man has been discharged by the company for his connection either with the strike or with the Union; confirmatory statistics and cases cited (18,009-13, 18,108-10, 18,171-8); the men convicted before the magistrates were, of course, dismissed (18,015).

With regard to the sliding scale:—men have not been discharged on becoming entitled to the increase of 6d. per day (18,110-1).

With regard to recognition by the company of watermen:—the company does not recognise them as employees (18,180-4).

LONDON GENERAL OMNIBUS COMPANY.

A change in the management took place at the beginning of 1891 (17,994).

The adoption of the ticket system has increased the company's revenue by preventing speculations (18,000-2).

The increased traffic in consequence of the lower fares does not compensate for the increased expense (18,053-63).

District superintendents are allowed a certain discretion; witness has never known of the receipt of any reports of visits to meetings of the men (18,155-70). Dismisses men for low earnings; steps taken to justify action (18,171-5).

Introduced the ticket system after its adoption by the London Road Car Company (17,990-1).

LABOUR.

The men work on an average 12 hours a day—nine hours and 15 hours on alternate days of the week (17,998-9, 18,134); reason for this arrangement, which the Road Car Company had previously adopted, is to give the relief men a full day's work (17,998, 18,015).

Since establishment of the 12 hours' day, majority of the men have petitioned for a return to the old hours (which averaged before the strike 14½ hours daily, including rests and meal times, 18,105-6, 18,116-26, 18,131-3) on condition of getting increased pay; these petitions have been complied with in three cases (17,998, 18,093-102, 18,107); the directors prefer to keep to the agreement (18,103-4).

20 or 25 drivers have resigned to take service with private omnibus proprietors, who work their buses the long hours and give additional pay (18,012, 18,113-5, 18,188-90).

On the introduction of the relief system, drivers (who were inexperienced men) had to be employed; consequent harm to the horses (18,018, 18,052).

Inaccuracy of any statement to the effect that some buses run from 8 or 9 a.m. to 1 a.m. the next morning (18,117-26, 18,131-3); times allowed for meals (18,133, 18,183).

WAGES.

Were increased when the ticket system was introduced (18,002, 18,072-6).

Drivers' wages were reduced after the strike; those of the conductors and horsekeepers remained the same (18,002-3).

Were there free trade in labour, the present wages would undoubtedly have prevailed (18,070, 18,072-6); inability to state whether the average of 12 hours would have obtained (18,070, 18,077-8).

STRIKES.

Strike of 1891.

Commenced on June 7th (17,989, 18,004).

Caused by the introduction of the ticket system, which prevented speculations (17,990-7, 18,001-3).

Was ordered by Mr. Sutherst on June 6th, though on June 5th, at the usual meeting of the Board, it was decided to receive a deputation on the 8th to ascertain the men's demands, as requested by Mr. Sutherst, on June 3rd; a further letter was received on June 6th, stating that a strike would be declared if the directors did not see him on that day, and this was an impossibility (18,004, 18,031-3).

Witness is of opinion that the strike was the work of one man (18,088-94).

Pickets were placed by the men at the entrance to each yard; outrages and consequent imprisonment (18,004, 18,038, 18,048, 18,085-7, 18,136-40).

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How the emergency caused by the horsekeepers striking was met (18,004); strong disapproval of Mr. Sutherst's action by "Colonel" Smith of the Salvation Army (18,004); London Trades Council intervened on June 9th (18,004; 18,009).

Two deputations, one from the men willing to work the other consisting of Mr. Sutherst and two conductors, were received on June 8th, and a manifesto issued by the two companies (18,004-7, 18,032).

Various negotiations took place with the then Lord Mayor and others, and resulted in the men's acceptance, on June 12th, of the terms voluntarily offered (18,008, 18,027-9, 18,179).

All the men resumed work on June 14th (18,009).

Loss in wages was about 4,000l.; loss to the company about 8,000l. (18,023, 18,030).

The horses suffered a great deal by the enforced rest (18,024).

The places of the strikers would easily have been filled had "free trade in labour" existed (18,026-8, 18,081).

REMEDIES PROPOSED, ADVOCATED, OR OBJECTED TO.

No objection to shortened hours for the men provided the hours were made compulsory and absolute on every driver and conductor, whether servants or men working their own buses (18,034, 18,053-6, 18,064); either wages would, however, have to be lowered, or the fares increased (18,035-7, 18,065-7); the difficulties in the way are so great that it is doubtful whether the question will ever be decided (18,068-9).

Prevention of strikes by maintenance of "free trade in labour" (defined); imprisonment of pickets if they refuse to move away from the premises picketed; the present law with regard to intimidation is not strong enough (18,026-8, 18,038-52, 18,079-87, 18,135, 18,141-54, 18,185).

Recognition of the unions and mutual discussion would not bring about better relations (18,186-7).

MR. JOHN COLE.

Secretary of the National, Municipal, and Incorporated Vestry Employees' Labour Union (18,191); represents the carmen employed by the local bodies in London (18,194-5).

THE NATIONAL, MUNICIPAL, AND INCORPORATED VESTRY EMPLOYEES' LABOUR UNION.

Established over two years (18,207).

Number of members, which is increasing (18,192, 18,207); proportion of carmen (18,230-2).

District embraced (18,193).

Object is to abolish contractors; successes achieved (18,198, 18,205-7, 18,211).

Is treated very fairly by the vestries and has little to complain of (18,207, 18,217).

Desires to establish the principle that no official shall have power to discharge men (18,208-10).

Does not believe in and has no need of strikes (18,213-4). Believes that a legal eight hours will be established (18,217).

EMPLOYERS.

Statistics as to vestries and local boards employing carmen (18,196).

Tendency of vestries to abolish contractors and the tip system and to pay the dustmen directly (18,198-201, 18,205).

Circumstances which make the best paying vestries (18,203-4).

EMPLOYED.

Carmen are divided into two classes—general carmen and dust carmen (18,196, 18,202).

Numbers employed directly and indirectly by the vestries (18,207).

LABOUR.

Hours of carmen vary considerably; from 60 to 72 per week; detailed list (18,203, 18,219-21); in a few cases reduced by the Union (18,217-8).

Overtime sometimes worked (18,212).

Little night work done (18,215-6).

Hours of the employees (18,219, 18,226).

48 hours in winter worked at Bethnal Green (18,227-9).

WAGES.

Vary considerably (18,196).

General carmen paid weekly (18,196).

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Dust carmen paid piece-work, *i.e.*, per load (18,196), and are supposed to supplement their wages by tips (18,197-201).
Sweating through contractors occurs mainly with dustmen (18,196-8).
Of carmen generally range from 24s. to 29s. 3d.; details (18,196, 18,203, 18,222-5).
Extra payment for overtime has been obtained by the Union (18,212-3).

MR. ROBERT LAURENCE ADAMSON.

General manager of the North Metropolitan Tramways Company (18,233-5); formerly traffic superintendent for eight years of the Glasgow Tramways (18,261-2).

REPUTATIONS (of statements made by Mr. Sutherst and Mr. Atkinson).

That men are prevented by the companies from becoming unionists: the Company has never objected to its men joining the Union though it has dismissed men who have intimidated others or created dissatisfaction (18,255-8, 18,290-8, 18,323).
That unionists generally serve their employers much better than non-unionists: witness cannot distinguish between their work (18,258).
That the men are overworked and underpaid: not applicable to the Company's servants (18,258).
That until recently fines were inflicted by the tramway companies for the most trivial offences: the company has not inflicted any fines for many years (18,258).
That the companies have broken the agreement made in 1891: not applicable to the Company (18,260).
That dismissals have been more frequent since the strike: (18,260, 18,275-8).
That the Glasgow tramways are worked by the municipality: (18,261-2).
That the men are changed three times a year: (18,262-3).
*That the increase of 13,000*l.* in the company's revenue was entirely due to better service by the servants:* better service, however, has been obtained since the concessions (18,263).
That men ought not to be dismissed as long as they can show clear licences: licences are endorsed by the police only for convictions (18,263-4).
That Sunday is the hardest day's work: a weekday, and that which is the hardest, is generally selected by the men for the day off (18,258, 18,302-5).

NORTH METROPOLITAN TRAMWAYS COMPANY.

Commenced in 1869 (18,267).
Has a capital of 1,412,000*l.*, and a mileage of 49 miles (18,236-7, 18,266, 18,268-9).
Dividends paid since 1871; last dividend was 8½ per cent. (18,238, 18,257-8, 18,273-4).
Carried 75,323,000 passengers in 1891 (18,239), and paid 145,466*l.* in wages (18,241).
Employs 1,800 persons (18,240).
Has had no direct disputes with employees, but has been obliged to make concessions through strikes in other trades (18,244-54, 18,285-9, 18,318).
Amount of gross and net receipts (18,251-3).
Policy of directors is to do their utmost for the employees (18,244, 18,248); a testimonial from 1,437 men was presented in 1891 expressing satisfaction with their conditions (18,264, 18,314-7).
Average receipts and expenses per passenger in 1891 (18,256).
Has established a provident society for its servants; during the influenza epidemic the shareholders contributed 500*l.*; 1,000*l.* was also contributed on its formation (18,264).
Recently purchased the North London Steam Tramways (18,270-2).
Attitude towards trade unionism (18,255-8, 18,290-8, 18,319-23).

LABOUR.

Owing to the dock strike of 1889 a reduction in hours was made at a cost of 12,000*l.* a year (18,244-54).
Average hours are less than 12 per day, allowing half hour margin for turning up at the yard and for leaving (18,258, 18,299-301).
Confirmation of Mr. Sutherst's statement concerning labour on Sundays and holidays; the requirements of the traffic necessitate the employment of the men (18,258-9, 18,302); custom for the Company to pay the men 1*s.* extra per day for three days at each of the public holiday seasons (18,259).
The great majority of the regular drivers and conductors are old servants (18,278).
There is generally an accumulation of offences before the men are dismissed (18,260, 18,275-8).

WAGES.

Rates paid to drivers, conductors, horse-keepers, washers, and tracemen (18,242, 18,258).
Horse-keepers, when on night duty, are paid 1*s.* extra per night (18,242).
Deductions for loss and damage through negligence; amount deducted represents 0.86*d.* per person per week (18,243, 18,281-4); no fines (18,243).
Concessions made, in consequence of the 'bus strike of 1891, to avoid any trouble with the company's employees, involve an additional expenditure of over 20,000*l.* a year (18,248-9, 18,285); the increase to the London General Company's men was in reality a decrease, since, on the introduction of the ticket system, men were prevented from holding back any of the receipts (18,248, 18,286-9).

REMEDIES PROPOSED, ADVOCATED, OR OBJECTED TO.

In Huddersfield, where the tramways (which are steam tramways) are municipalised, the men work eight hours a day, but the rate of pay is only a little more than half that paid by the Company; deficiency for 1891 was 740*l.* (18,258, 18,261, 18,306, 18,311-2).
A municipality ought not to carry on its business at a loss to the ratepayers (18,309-10).
Comparison between the capital, mileage, and revenue of the Huddersfield Tramways and the North Metropolitan Tramways Company; reasons for difference between the capital expenditure required by a corporation starting and working its own tramways and that required by a private company; no fair comparison can be drawn between the Huddersfield Company and the private companies (18,324-47).
Question of wages which would be paid under municipalisation (18,351-9, 18,361); the municipality would, of necessity, be quite as strict as the managers of private companies (18,360).
Increase in the fares would be a hardship on the public; witness's experience is that increased fares are not always advantageous (18,259-60, 18,279-80).
A 12 hours' day with two hours relief is an absolute impossibility, except it be an average 12 hours' day (18,260); the only alternate division is to have two shifts of men, each working eight hours (18,260); financial effect upon the company (18,260, 18,280).
An eight hours' day is not, as stated by Mr. Atkinson, impracticable for tram men; the men favour it only on condition that the wages are not decreased (18,260, 18,264, 18,307-8, 18,313, 18,348-50).
Avoidance of strained relations between employer and employed, by considerate and liberal treatment as far as possible; no objection to negotiate with Unions which are properly conducted, and are representative of the men (18,319-23).

MR. DANIEL DUFF.

Manager of the London Road Car Company (18,362-5).

REPUTATIONS (of statements made by Mr. Sutherst and Mr. Bowbrick).

That the majority of the men were, previous to the 1891 strike, paid at the lowest rates: statistics to the contrary (18,374).
That the agreement made has been seriously violated: (18,374, 18,381, 18,385).
That the men were, immediately after the strike, tampered with by the officials, in order to induce them to recede from the agreement: (18,381).
That men have suffered for taking part in the strike: (18,381, 18,385).
That the men did not know the conditions upon which work was to be resumed: (18,387-8).
With regard to presentation of men from joining the Union through the action of the inspectors: the Road Car Company has never done so, but has even given the men full liberty to join (18,381).

LONDON ROAD CAR COMPANY.

Has existed nine years (18,364).
Has 300,000*l.* fully paid-up capital, and a mileage of from 50 to 60 miles (18,368-7).
Employs over 1,300 men (18,368).
Average dividend upon the paid-up price of shares has been between 3 and 3½ per cent. per annum (18,375-6, 18,379-80).
Total amounts paid to shareholders, directors, and staff (18,377-8).

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Has 47 inspectors; number before the strike was 45 (18,398-403).
Would be prepared to discuss the question of disposal of the company to the municipality (18,416).

LABOUR.

Hours average 12 a day, 15 one day and nine the next (18,374, 18,391-4).

Men are dismissed only by witness, but never without good reason (18,395-7).

Rates of wages paid to drivers, conductors, horse-keepers, and washers (18,374).

The number of cars washed forms the basis of the washers' wages (18,374).

STRIKES.

Threatened strike of November 1889.

Originated with a few discharged servants of the Company, together with Mr. Sutherst and a few other outsiders (18,369).

Principal alleged grievance was the long hours worked (18,369).

The Company recognised the grievance and proposed to the London General Omnibus Company a conference to agree upon a reduction of hours, but the latter Company refused (18,369-72, 18,408, 18,405-6).

A meeting of the men was called by the directors and the facts placed before them; the men then unanimously resolved not to strike (18,372).

Strike of 1891.

Primarily caused by the introduction by the London General Omnibus Company of a system of check upon conductors' receipts, which system had existed with the Road Car Company for some years (18,372-3).

Ostensibly caused by the long hours (18,372).

The Road Car men had no intention of striking, but were finally induced and intimidated to do so. With these men the strike was for a reduction of hours (18,373, 18,398-408).

Had Mr. Sutherst's orders been carried out the horses would have been starved (18,373).

Picketing by the strikers occurred (18,373, 18,406-7).

Rates of wages and daily hours previous and subsequent to (18,374).

A conference was held with regard to a practicable arrangement of the 12 hours' day, and it was resolved to have a 9 hours' and a 15 hours' day alternately; this arrangement has been faithfully carried out (18,374, 18,389-90).

The wages paid by the London General Company prior to the strike were considerably less than those paid for many years by the London Road Car Company (18,374).

The extra expense to the Road Car Company since the strike for the ensuing six months was from 7,000l. to 8,000l.; consequent effect upon the dividend (18,386, 18,409-14).

REMEDIES ADVOCATED OR OBJECTED TO.

Participation in the profits (as suggested by Mr. Sutherst) has been the case with the Road Car men (18,381).

The proposal by Mr. Bowbrick, that the increased expense, consequent on an eight hours' day, should be met by allotting to it the salaries paid to directors and by abolishing ticket inspectors is impracticable (18,381-4).

An increase of receipts would not necessarily follow an increase of fares (18,387, 18,415).

MR. HENRY A. JONES.

Secretary and general manager of the London Omnibus Carriage Company (18,417-9); has practically, owing to the ill-health of his predecessor, had the management for four years (18,420-3).

REPUTATIONS OF STATEMENTS.

That regular men have been put to do odd work for their participation in the strike: inapplicable to witness's Company (18,456).

That men have been discharged in consequence of the strike: letter to the Union, stating that Mr. Hammill's letter in the "Daily News" had been repudiated and challenging the statement, was not answered (18,456).

That new hands have been prejudiced in consequence of being employed by other companies: the company has never done this, provided the men's references are satisfactory (18,456).

That inspectors bully the men (18,456).

That the Company deducts from a man's wages if he does not earn 2l.; a commission of 6d. is given if 2l. is earned (18,457).

That unionists are better men than non-unionists: in witness's experience, union men have in all cases been found unsatisfactory (18,457, 18,509-13).

LONDON OMNIBUS CARRIAGE COMPANY.

Was formed in August 1886 (18,427, 18,506).

Has a capital of 100,000l., of which 27,000l. is paid up (18,424-5).

Employs about 150 drivers and conductors; is the smallest omnibus company in London (18,426).

Dividends from 1886 to December 1890, since when no dividend has been paid (18,427); reason for the fall from 6 per cent. to 4 per cent. between June and December 1890 (18,458-62).

Did not object to the formation of the Union (18,428).

Has always employed the ticket system (18,455, 18,506).

Has no objection to men joining Union, but objects to practice of intimidation (18,514-5, 18,521-3).

Is prepared to treat with the men as an organisation, provided the majority of the men are members (18,516-7).

OMNIBUS AND TRAMWAYS UNION.

Was formed a considerable time before the 1891 strike (18,429); the opinion of many was that it was formed to render assistance to unemployed men (18,433).

Has not repaid the defalcations by a man prosecuted by the Company, although the prosecution was withdrawn on that condition (18,437-40); several men at present still fail to account for their earnings (18,437, 18,483-4); full text of letter to Union thereon (18,511-2).

Letter from a Mr. Trott, a union leader, with regard to dismissal of a conductor for irregularities; the Company never discharges a man for a first or second offence, unless for gross misconduct (18,484-5); reply thereto (18,511-2).

LABOUR.

In June 1890 the men's hours were reduced a journey, making the daily hours about 13½; but owing to consequent competition the Company was compelled to revert to the old hours (18,429).

Men are not compelled, if their religious principles are otherwise, to work on Sundays, nor are they restricted to one day's rest in the week (18,453); though there is objection to men working only three or four days a week (18,524-6).

Daily rates of wages paid to drivers, conductors, and horse-keepers, previous to, and since, the strike (18,457, 18,466).

Weekly wages that can be earned after 12 months' service (18,518-20).

STRIKES.

Strike of 1891.

The Company's men (several of whom were undoubtedly members of the Union, 18,433) unanimously protested both at a meeting amongst themselves and at a mass meeting at the Victoria Hall against the Union's action in calling out all the men (18,429, 18,447).

The Company's men intended working on the Sunday on which the strike commenced, but were all (with the exception of those on the nine 'buses which followed witness, who, at the men's request, drove a 'bus) intimidated into striking; subsequent intimidation by Union pickets (18,429-33, 18,445-8, 18,468-76, 18,517).

Witness's opinion is that money was freely offered to the men (18,429, 18,477-9).

Was brought about by the introduction by the London General Omnibus Company of the ticket system (18,441-4), which has always been employed by the London Omnibus Carriage Company (18,455, 18,506-8).

A deputation was sent by the company's men to the Union's head-quarters to ask permission to resume work; conditions under which Mr. Sutherst acceded to this request; all the men were re-instated on the Wednesday following the Sunday on which the strike began (18,449, 18,486-9, 18,492-505, 18,508); previous to this agreement the Company had offered to put its men upon a 12 hours' day, while the other

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men remained on strike, and also to put them on the conditions ultimately agreed to (18,490-1).
The Company worked according to the agreement which terminated the strike for about a fortnight, but the men petitioned for a return to the old terms, with 1s. extra wages per day, which were granted (18,434-6, 18,454, 18,466, 18,479-82).
Consequent financial loss to the Company (18,450-2, 18,463-7).

MR. WILLIAM BROOKS.

Coachman in the employ of the London General Omnibus Company for 12 years until May 1st, 1892, (18,528-30); member of the Drivers' Union (18,531-4).
Tenders evidence to *refute* statement that *no man has been discharged for belonging to the Union* (18,527).
Has been dismissed by the Company, the reason given by the district manager being that he could not work for two masters (18,535-6, 18,542-3, 18,545-6).
Was elected chairman at a meeting to form a branch of the Union on the Friday previous to the Sunday on which he was dismissed, two inspectors were sent to watch (18,540-2).
Has had no serious reports against him for five years, the only inference he can draw is that he was dismissed for attending the meeting (18,537-40, 18,544, 18,547).

MR. JOHN KELLY.

Represents the Manchester and Salford and District Lorrymen and Carters' Union (18,548).

MANCHESTER AND SALFORD AND DISTRICT LORRYMEN
AND CARTERS' UNION.

Occupations embraced in (18,549).
Does not include cab, bus, and tramway men, who are embraced in the *Northern Counties Tramway Association* (18,549), with which the Union has a working agreement (18,592).
Number of members (18,550-1).
Difficulties arising from jealousies among the *Unions* embracing similar occupations, such as the *General Railway Workers' Union* and the *Gas Workers and General Labourers' Union* (18,550, 18,584, 18,593).
Railway lorrymen also embraced in the *Amalgamated Society of Railway Servants* (18,584), with which the Union works harmoniously (18,593).

LABOUR.

Hours average 75 to 80 per week, and are sometimes very excessive (18,552-3, 18,567, 18,594).
Satisfaction of men with the system of playing off (18,595, 18,618-26).

WAGES.

Range from 16s. to 24s. per week (18,552, 18,561).
Sometimes paid per journey; instances of low rates paid to men working for the colliery companies (18,553, 18,598-605).
System of heavy and unjust fining (18,567).
When, and by what railway companies and contractors, extra rates for overtime are paid (18,595-7).
Rates paid for a regular 60 hours' work per week (18,622-3); addition through overtime (18,624-5).

STRIKES.

The only strike which has occurred, is now proceeding at Mossley (18,606-7).
Caused by the refusal to grant an advance which had been previously asked for and promised (18,608-15).
Report that the firm intend to sell their carts and employ contractors; probable effect (18,607, 18,616-74).

REMEDIES PROPOSED.

Abolition of the system of one man being in charge of two carts, required on the grounds of cruelty to the horses, diminished employment, and inconvenience to the public; efforts made by the *Union* and results; reasons for parliamentary interference, and impossibility of obtaining the remedy from the local authority (18,554-67, 18,575-91).
Workpeople and unions to have power to summon employers for intimidation (18,567).
Workmen not to be dismissed without the assignment of a good reason therefor (18,567-74).

MR. ALFRED MILLS.

Secretary of the United Cab Proprietors' Protection Association (18,627); licensed cab proprietor and driver of 25 years' standing (18,628); one of the inquirers into the 1889 strike at Paddington (18,648).

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REPUTATIONS OF STATEMENTS.

That *the number of cabs passed yearly is very few*: statistics to the contrary (18,636); there has, however, been a great decrease since the 1888 strike (18,636); witness's opinion that the increase in cabs from 1882 (when the Hyde Park Cab Company was formed) was due to erroneous statements as to the enormous profits by cab-owners (18,650-1).
That *cab property is in the hands of large capitalists* (18,638-9).
That *the proprietors refused arbitration in the 1891 strike*: first intimation witness had of proposed arbitration was after the strike (18,618).

EMPLOYERS.

Number of cabs licensed, and of horses required therefore, during each of the years 1881-91 (18,629-31, 18,635-6).
The proprietors have ignored the *Union* on account of its non-representative capacity (18,648).

EMPLOYED.

Number of licensed drivers and horse-keepers during the last 10 years (18,632-3).
Number of horse-keepers required to carry out the necessary work averages one man to three cabs (18,633).
The universal rule (except in the suburbs) is for the driver to hire his cab by the day (18,637-8); the prices increase in the spring (18,643).
Proportion of drivers to cabs is 13 to every 10 (18,643).
Complaint against the system of "chair-marking," the Mutual Aid and Protection Society (not now in existence, 18,648) brought the matter before the courts, but the drivers or their counsel raised a technical objection which proved fatal (18,644-5).
Grievance of the public concerning the law with regard to the cab radius (18,645).
No railway privilege exists at the Waterloo Station of the South-Western Railway (18,653).

LABOUR.

Letter from a proprietor of 100 cabs, and one of the oldest members of the cab trade, with particulars of wages paid and hours worked; a fair statement of the conditions generally prevailing in the trade (18,634-5, 18,643).
Railway omnibuses, which are unlicensed and ply for hire, are detrimental to the trade; as they are public conveniences nothing can be done (18,643).

STRIKES.

Strike in 1882 was, in witness's opinion, brought about to attract public attention to the floating of the Hyde Park Cab Company, Limited (18,648).
Strike in 1884 was caused by a dispute over "yard money" (defined); did not spread far beyond Paddington; brought into existence the *Metropolitan Cab Proprietors' Strike Fund Association* (18,648).
Strike in 1888 occurred in the autumn over the price for hire of cabs; how originated; lasted only a few days (18,648).
Strike in 1891 commenced at the Shrewsbury and Talbot Company's yard over the question of prices; letter from the Company (April 1891), who were not members of the Proprietors' Association, containing information concerning the strike; wherever the strikers got employment there they created discontent; statement by Mr. Brickland, cab proprietor, Whitechapel, with regard to the dismissal of a man, and subsequent strike; cause of the dispute at Mr. Upson's, Great Ormond Yard (18,648).

REMEDIES PROPOSED OR ADVOCATED.

Abolition of the railway privilege system (18,640-2, 18,652-3), and of the system of "chair-marking" resorted to by a few proprietors (18,644-5).
Opposition by proprietors to the limitation of licences; many licence holders own two or three licences, but are allowed to use only one at a time (18,543).
Provisional licences to be granted for, say, three months to afford convicted men opportunities to redeem their characters (18,643).

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Complaint against the repeal by the *Summary Jurisdiction Act of 1879* of the power under *Statute 1 and 2 William IV., c. 22. s. 41*, of a J.P. to commit a man to prison for damage to a cab or for refusal to pay the legal fare (18,643-4); a deputation has waited upon the Home Secretary (18,644).

Removal of the grievance of the public concerning the cab radius by making the fare the same if the cab is hired outside the radius as if hired inside, though at the same time the whole affair would have to be inquired into (18,645).

Complaint against *Act 46 George III., c. 134. s. 35*, making it unlawful for a driver of a hackney carriage to ply for hire within 300 feet of any house in Bloomsbury Square; a cab rank is much needed near the British Museum, but the Commissioner of Police is prevented by this Act from appointing one (18,645).

Drivers to pay up to 10l. for injury caused by wilful neglect to persons and property; the *Act 6 & 7, Viet. c. 86. s. 38*, provides the men guilty of such offence be liable to a penalty of 3l. or, in the magistrates' discretion, be committed to prison for any period not exceeding two calendar months (18,645).

Insertion of a clause in the *Hackney Carriage Act* empowering magistrates to deal summarily with cab thieves, who steal the use of the cabs—generally for the day; in nine cases of ten the judges rule that the cab was not taken with a felonious intent (18,645-7).

Limitation of the proprietor's liability with regard to lost or stolen luggage; fictitious values are often put upon the contents by the owners or reputed owners (18,647, 18,654-8).

Drivers to be summoned direct for contravention of the *Hackney Carriage Act* instead of through the proprietors, who are now subject to a penalty of 40s. for not producing the men (18,647).

"Buck carrying" (defined) to be made illegal (18,647).

Reduction in the taxation of cabs required; deputation to the Home Secretary in 1887; quotations concerning the duties on cabs from speeches made in the House of Commons in 1869 when the *Hackney Carriage Act* became law; amount received in 1890 by the Metropolitan Police for licences (18,647).

MR. TOM WALKER.

Has been employed by the Huddersfield Corporation for nine years as tramway engine-driver (18,659-61, 18,692); previously in the railway service for nearly 20 years (18,662, 18,729a-30, 18,735).

Is authorised by the drivers and conductors in the Corporation's service to give evidence (18,663-6).

LABOUR.

Hours previous to 1888 were 14 per day (including two hours for meals) of which the men complained (18,667-8); the manager and tramway committee decided to establish a 16-hour day with two shifts (18,669); a reduction in wages was willingly accepted (18,670-1, 18,698, 18,736).

The eight-hour day, with which the men are quite satisfied, was first tried as an experiment for six months, but has now been working for four years (18,672-3, 18,679-82, 18,697-9); after three years some of the old hands desired increased wages; the dispute was compromised by the Corporation granting an extra 1s. per week to the older drivers on the heaviest gradients (18,674-8, 18,699).

Rates of wages paid to drivers and conductors (18,671, 18,681-3, 18,707-9, 18,716-7).

Work on steam tramways is much heavier and more exhausting than on horse tramways (18,687-91).

The gradients in Huddersfield are very steep; only one man is on the engine, and therefore the stoking, looking out, &c. all devolves upon him, and this makes the work trying (18,690, 18,693-6, 18,706, 18,709, 18,732).

The trams travel eight miles an hour (18,734).

REMEDIES ADVOCATED.

Municipal working of tramways; witness has never worked above 12 hours per day since the commencement of the Corporation's control (18,683-6, 18,700-5); comparison between (1) wages and conditions of labour of the Huddersfield drivers and of those on railways (18,706-15, 18,729a-35); (2) the Huddersfield conductors and those employed by the North Metropolitan Tramways Company; the Corporation's conductors are well paid for the hours worked, and are satisfied (18,716-29).

Wherever hours are reduced wages should also be reduced (18,736-9).

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MR. JOSEPH FOGSON.

Has been manager and engineer of the Huddersfield Corporation tramways for nearly seven years (18,740, 18,742, 18,961-5); member of the Institute of Mechanical Engineers and of the Tramways Institute (18,741).

HUDDERSFIELD CORPORATION TRAMWAYS.

The Tramways.

Were constructed by the corporation in 1880 (18,743-4, 18,846); further extensions are in progress, and will considerably develop the property in the neighbourhood, which belongs to private individuals; the extensions have, however, not been made with this view (18,745, 18,747, 18,779, 18,828, 18,831-4, 18,917).

17 miles of tram lines are now in working order (18,746, 18,815).

The Corporation intended to lease the lines to a company, but no tenders were received, as the undertaking was regarded as unprofitable (18,748-9, 18,786-7, 18,896-8); and therefore, in 1882, obtained special powers to work the lines itself (18,750, 18,899).

Number of trams running daily (18,752-3, 18,815).

79 men and 15 youths, exclusive of clerks and permanent-way men are employed (18,754); 50 per cent. increase in number of drivers and conductors since 1888 (18,738, 18,791); total weekly wages paid 109l. 11s. (18,755, 18,789).

Are all steam tramways (18,751).

No dispute or trouble has arisen with the employees; under the old system of hours disputes would have been inevitable (18,765-6, 18,879-81, 18,910-3).

Are the only tramways worked by a Corporation (18,768-70).

Conditional powers of the Corporation.

When the undertaking becomes profitable the conditional powers of the Corporation would probably pass over to a private company; the corporation has to advertise the tramways "to let" every seven years; if a satisfactory offer is made by any company to the Board of Trade, the Board is bound to accept it, and the powers of the Corporation must then be transferred to that company; the lines would be leased, not sold (18,780-5, 18,860-7, 18,882-3, 18,900-2, 18,906, 18,957-8, 18,966-9, 19,010-6); text of section 17 of the *Huddersfield Corporation Act, 1882* (19,010).

Future prospect of acquisition by any private company (18,969-71).

There is no stipulation in the Act to recompense the Corporation, upon transference of powers to a private company, for loss sustained and interest upon capital expenditure (18,903-5).

No attempt has been made to obtain the removal of the obligation to transfer; if, however, the Corporation thought there was danger of its losing control of the trams an attempt would be made (18,959-60).

Capital.

The capital account is divided into two portions; the 1880 Act is for a 60 years' redemption ($\frac{1}{2}$ per cent. on loan) and the 1890 Act for a 30 years' redemption, (3 per cent. on loan) (18,846).

Total capital value at end of 1891 was 89,728l. (18,849, 18,933-4), of which some portion has been paid off by means of the sinking fund (18,850-2).

Expenses and results of working.

Loss, i.e., deficiency short of paying the financial charges, including the sinking fund set apart solely for the redemption of capital, was in 1889, 151l.; in 1890, 648l.; and in 1891, 1,609l.; extensions, renewals, and large expenditure for maintenance of ways caused the increased loss in 1891 (18,774-6, 18,779-80, 18,797, 18,801, 18,807, 18,817, 18,819, 18,845-6, 18,848, 18,917-25, 18,921-2, 19,009, 19,018-22); deposit of sinking fund (19,001-6).

The depreciation fund is regarded as put at a sufficiently high rate to cover insurance against all risks, save those of accidents to third parties, which the Corporation covers itself against by insurance, paying 15l. per running car per annum (18,974-99).

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Loss during the three years 1889-91 would have been only 500*l.* instead of 2,409*l.* if sinking fund, which is practically a profit, were not included in the financial charges (18,776-9, 18,846-8, 18,856-9).

Interest on the original cost, for the purpose of redemption, is charged to the working expenses; the interest ought, however, to be only on the whole capital employed (18,845-6, 18,853-5, 18,929-32, 18,972-3, 18,976-8, 19,000).

The increased traffic resulting from running the trams 16 hours a day has practically balanced the increased outlay necessitated by two shifts of men (18,771-3, 18,794-801, 18,873-9, 19,018-22).

Receipts and financial charges and working expenses for 1891 (18,819).

Comparison between the Huddersfield tramways and the tramways of the United Kingdom as regards the takings per mile of line, which depend upon the number of trams run; the greater the number of trams on any line the fewer opportunities for wear by the vehicular traffic (18,820-7).

On the recent extension of three miles only one tram is being run, and that has a capital of 14,000*l.* on it; the Corporation runs tramways into developing districts earlier than private companies would, and does not make actual profit the first consideration (18,828-34, 18,868, 18,926-8).

Better results would not follow an increase of fares; comparison of present fares with those in London, Leeds, and Bradford (18,792-6, 18,835-8).

No loss would accrue were the trams run on Sundays, which, however, the Corporation thinks undesirable (18,801, 18,915-6).

Profit of 460*l.* for six months' working to September 30th, 1889, as stated in the "London Programme" and the "eight hours' day" is correct, though before the end of the year it became a deficiency of 1,609*l.* owing to increased expenditure for "maintenance of ways" (18,803-11, 19,008-9); explanation of certain items in the Balance Sheet (18,933-46).

The accounts are made out by the borough accountant (18,803, 18,805, 18,812, 18,818, 19,009).

The tramways department of the Corporation maintains the "roads" (defined), all charges connected therewith being debited to the department, but feels that as the trams are steam trams it is not responsible for the wear and tear of the paving; per-centage for depreciation has been increased from 2 to 3½ per cent. (18,813-8).

About 35,000*l.* has been recently spent in extensions (18,922).

Charges for depreciation have been quite equal to, and in some cases in excess of, those made by many tramway companies (18,982).

Attitude of ratepayers.

No complaint as to the loss has been made by the people of Huddersfield, who would object to the working of the tramways by a company (18,781, 18,903-4, 18,907-9, 18,959-60).

EMPLOYMENT.

Boilers are rigidly inspected; an accident which occurred was not due to lack, but to insufficiency of inspection (18,884-7, 18,951, 18,956).

No accidents, to witness's knowledge, have happened through incompetency of drivers (18,893-4).

No certificate of competency is required from engine men; the corporation's engineer exercises his own judgment (18,888-90); the men are generally engaged as cleaners for a time, which is regarded as a period of probation and practice (18,891-2, 18,895).

The gradients are very severe (18,898).

About 10 years ago a tram was upset at the bottom of a severe gradient (18,951); causes (18,952-5).

LABOUR.

Daily hours for engineers' labourers and the permanent way staff are nine (18,756); for engine-drivers and conductors eight (18,757).

No Sunday traffic (18,758, 18,914); those desiring it are in a minority (18,915).

The men worked 12 hours daily, previous to May 1-88, when the Corporation introduced a 16 hours' day with two shifts (18,781-3, 18,873, 18,947-8); wages were consequently reduced (18,760, 18,764, 18,772, 18,790, 18,841); a vote taken on the popularity of this arrangement resulted unambiguously and favourably (18,765-6, 18,879-81, 18,910-3, 19,017).

Physical incapacity of men to work 12 or 14 hours on tram lines (18,767).

WAGES.

Average per man and per youth based on the total weekly wages paid (18,755, 18,764).

Compare very favourably with similar classes of labour in the district (18,839-42, 18,949-51).

Are higher in London, but London cannot be compared with provincial towns (18,840-41).

No knowledge of the wages paid by the North Metropolitan Tramways Company (18,841, 18,843-4).

Drivers' wages are now 20 per cent. and conductors 10 per cent. less than in 1888 (18,772, 18,790-1).

REMEDY ADVOCATED.

Municipalisation with an eight-hour day; the tramways monopoly can be worked more in the interests of the public by the Corporation than by private companies (18,828-34, 18,868-72); economical view as regards wages, and cost under the double shift (18,771-3, 18,798-809, 18,873-8, 19,019-22).

The ratepayers to have the option of carrying on the municipal tramways when profit accrues (18,861, 18,905).

Mr. WALTER PATON.

A magistrate of the city of Glasgow (19,023); and J.P. for Lanarkshire (19,024); has been a member of the Glasgow Town Council, and of the Tramways Committee for between eight and nine years (19,025-6); and chairman for nearly six years of the Tramways Committee (19,027-8).

THE GLASGOW CORPORATION TRAMWAYS.

Extend to about 31 miles of double lines (19,029).

Were laid by the Corporation at a cost of about 360,000*l.* (19,029, 19,085, 19,103).

Were leased to a company for 24 years; such lease expires on June 30th, 1894 (19,029, 19,037, 19,066-8, 19,104); an absolute decision has been made by the Corporation to then work the tramways itself (19,037-9; 19,075); the probability of success is undoubted (19,040-3).

Two or three parties competed for the lease; the successful party bought off the others, incurring expenses of about 150,000*l.*, to pay off which a large per-centage of profits is being devoted (19,061-2, 19,076-88).

Great agitation occurred in 1888 and 1889, owing to the men complaining of their excessive hours, and of several minor matters; complaints were also made by the public of the class of men employed, appearance of guards, clothing, &c., and public sentiment was generally aroused (19,033-4, 19,057-8, 19,093-4); decision of the Tramways Committee and of the Town Council respecting terms to be inserted in any new lease (19,035-5, 19,056, 19,065, 19,094-5, 19,097).

The Trades Council advised the men not to strike (19,066-8).

Negotiations were made for a new lease, but fell through (19,030-1, 19,026); the Corporation offered to extend the lease five years; reason (19,051-3).

The tramway company (which at the time was paying a dividend of from 8½ to 9 per cent., 19,061); took exception to almost every new condition laid down (19,053-60, 19,089-92); small concessions have, however, since been made voluntarily (19,060).

The earnings of the Tramway Company for some years had been about 15 per cent. (19,061, 19,063-4); disposal of the difference not paid in dividend (19,062).

The questions of improved pay, and an eight hours' day have not been considered (19,096, 19,098).

Rental is 150*l.* per mile; the company must keep the lines in repair, for which a renewal fund exists, to the satisfaction of the Corporation's engineers (19,044-50).

One of the conditions in the lease is that there shall be an inspector of the tramways (19,069-73).

Are at present all horse tramways; a Bill was promoted, two years since, allowing the use of any kind of motor for haulage purposes, with the consent of the Board of Trade (19,075); the standing order with regard to the Huddersfield Tramways was altered in both Houses a month or six weeks since (19,073-4).

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CARRY about one million passengers weekly (19,094). The gradients, as a rule, are very moderate, entirely the reverse of those in Huddersfield (19,101-2).

Mr. WILLIAM CHAPMAN.

Chairman of the Metropolitan Cab Proprietors' Strike Fund Association (19,105); treasurer of the North London Association (19,107); and Vice-President of the Hackney Carriage Proprietors' Provident Institution (19,113); commenced as a driver in 1863, and now owns 36 cabs (19,106, 19,110, 19,113, 19,133-4, 19,171).

Carries on a coach-building business, building his own cabs (19,107-8).

Was appointed by the various Associations to give evidence on their behalf (19,109, 19,228-30); objects of the Associations which do not combine to keep up prices (19,230-2).

Tenders evidence as a proprietor (19,110-1).

REPUTATIONS OF STATEMENTS.

That the proprietors refuse to see the drivers on trade questions (19,111, 19,123, 19,183).

With regard to profits and excessive charges made by the proprietors - witness has known but few masters to retire, or get into good circumstances; in the Hackney Carriage Proprietors' Provident Institution are widows of many proprietors, who were once regarded as leading men in the trade (19,113).

EMPLOYERS.

The interest of the employer is to live at peace with the men, and to secure the best drivers he can (19,112, 19,115, 19,130-5, 19,201, 19,233-4).

Witness has in his employ men who have been with him for many years (19,112, 19,131-4); the cabs work only six days a week (19,113).

The master does not always receive the prices he marks up; in the winter witness's men usually pay 6s. or 7s. as against 10s. 6d. charged; at Mr. Upson's yard a strike was caused over the question of marking up the prices (19,114-5, 19,130, 19,159-66, 19,170-1); the Strike Fund Association has taken no action (19,167).

Difficulty in finding drivers to take the places of the regular drivers, who often rest during bad seasons of the year (19,113, 19,125, 19,222-7).

Have no guarantee that the men will pay the sum agreed upon (19,129-30).

General rules governing the prices (19,179).

The Association has never dictated to its members the prices to be charged (19,111-2).

The best equipped cabs are eagerly sought for by drivers (19,115, 19,118-23, 19,217).

The cab trade will not admit of a fixed price nor of a fixed time for raising it; there would be no inducement for the various proprietors to vie with one another in the class of vehicles run; some proprietors provide three horses to each cab, and must necessarily recoup themselves by charging a higher price (19,112, 19,115-7, 19,197-9).

Attitude of the proprietors, and of the Association in particular, towards the Drivers' Union, the representative capacity of which is not believed in (19,182-3, 19,193-9, 19,204-5); no objection to men belonging to associations (19,204).

Many aristocrats entered the trade in 1863-5 owing to the exaggerated statements made as to profits; effect upon, and consequent action by, the old proprietors (19,217).

EMPLOYED.

About 1,000 hold more than one licence (19,113).

The driver worked much more regularly years ago than now (19,113, 19,216).

The grievance with regard to "butterfly" cabmen is more imaginary than real (19,113).

Hire the cab and horse for the day; nothing is paid until at night when, if the full charge is paid, the men go out the next day, if short money, the proprietor uses his discretion, and if nothing, the man is not again engaged (19,129-30, 19,181).

The refusal to grant a man a cab the day following that on which he fails to pay the full price occurs only in one or two societies, but not with the Association (19,168-9, 19,169).

Maximum charge by witness, excluding Jubilee year, has been 15s. and the yard (19,231).

The charges for cabs were higher years ago than now, though the cabs were inferior (19,216-21).

LABOUR.

The present season is particularly backward; the proprietors have been unable owing to state of trade to increase their charge on the dates specified by the Drivers' Union (19,112-3).

Hours of the men are, as a rule, from 12 to 14 per day; the horses work from six to seven hours (19,126); the proprietor providing three horses to each cab works only two horses a day (19,127-8).

If a man perseveres he can in 11 hours do well (19,126).

STRIKES AND DISPUTES.

The disagreement with the drivers has arisen through the drivers or their advocates attempting to dictate the daily charges for cabs (19,111-5); statement by Mr. Burns at a meeting in Hyde Park (19,113); procedure adopted by the Union to compel the masters to accept the terms dictated (19,113).

Strike of 1891.

Immediately caused by refusal of employers to meet the Drivers' Union; reasons (19,172-4, 19,181-3, 19,194); the majority of the men were content to work upon the old principle of making the best terms they could with proprietors (19,153).

Insufficient protection against intimidation; about 3,000*l.* was collected by the strikers on behalf of the Union from drivers who still pursued their avocation and who were forced to subscribe for their own peace and protection; the Association instituted proceedings for intimidation and assault and obtained convictions in several cases, but did not ask for police prosecution in any case (19,115-6, 19,133-42, 19,150, 19,154-7); about 300*l.* was expended in prosecutions in 1891 (19,136).

Complaint against payment by the Union out of the money collected to buy blacklegs of the cabs (19,115, 19,151-3).

The pickets were not interfered with by the police (19,115, 19,141-2).

None of witness's men were engaged in (19,143).

About six or seven associated masters' employees struck; action taken by the Association to fill their places; the individual proprietors, who in a few instances paid for the new licences, suffered from the imposition (19,145-50, 19,152-3, 19,157).

A slight reduction in the charge took place in about one-third of the yards (19,175-9, 19,186-91).

REMEDY PROPOSED.

Drivers, the majority of whom are not in sympathy with the strikers, to be legally protected from intimidation (19,115-7, 19,135-43, 19,202-8, 19,214-5).

Inability to suggest a present remedy with regard to the better management or control of cabs to prevent disputes (19,200-1, 19,209-13).

Mr. WALTER WOLSEY.

Member of the firm of Thomas Tilling, jobmaster, of Peckham, Blackheath, Dulwich, &c. (19,233-7); has been in the business 20 years (19,233).

The firm employs 26 cabdrivers in witness's district (19,244, 19,257).

EMPLOYED.

The firm, which has largely the privilege of plying at railway stations, allows the men 3*s.* per day, and luggage money as a perquisite (19,247-9).

Average weekly earnings are from 25*s.* to 30*s.* (19,250-4).

No trouble has arisen with the men (19,258).

Cabdrivers are very hardly used and the outside radius cabman is, as a rule, badly off (19,259-60).

LABOUR.

Half the trade outside the four mile radius practically consists of proprietors owning but one cab, and many drive their own cabs (19,239-43, 19,255-7).

Hours are from 12 to 13 per day (19,243, 19,245); the men work on alternate Sundays (19,246).

Mr. JAMES SCOTT.

Secretary and manager of the London Improved Cab Company (19,261).

THE LONDON IMPROVED CAB COMPANY.

Has existed since March 1859 (19,262-3).

Owms 600 horses, has 250 cabs constantly at work, and employs nearly 500 men (19,264, 19,267).

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EVIDENCE.

Has no drivers working for wages (19,286).
Keeps a record of the hours of out-going and in-coming of the drivers (19,286).
An average of 12.6 drivers is employed for every 10 cabs (19,287).
Fixed scale of prices charged by the company for the hire of cabs and actual average daily receipts (19,288, 19,298); reasons for the charge for four-wheelers being lower than that for hansoms; when horses become too slow for the latter they are transferred to the former (19,289-91).
Amicable relations exist with the men (19,298).

EMPLOYERS.

The interests of cab proprietors and cabdrivers are identical (19,265-6).
Though the driver is not actually the servant of the proprietor, yet he has been legally made to be so; the liability of the former is practically nil, while that of the latter is an unknown quantity (19,265).
The recent cab-drivers' strikes have deteriorated the hackney carriage industry, statistics showing that the number of licensed cabs remain stationary, but that the number of new vehicles is becoming smaller, the proprietors not having confidence to renew their stock (19,277-85, 19,299-303).
The underground railway and cheap 'buses have contributed towards keeping the number of cabs stationary (19,302-3).
Hackney Carriage Act fixes the price to be paid by the public, but does not discriminate between the different classes of cabs (19,270).

EMPLOYED.

The majority of the employees in the Improved Cab Company are not, to witness's knowledge, members of the Union (19,292-3).
General rules governing the price charged for hire of cabs (19,267); the public make it to the driver's interest to possess a well-equipped and well-horsed cab (19,267-8, 19,270-1).
Any driver tampering with a servant of the Company or any servant soliciting a tip from a driver is summarily dealt with (19,272).
The driver has, perhaps unwittingly, exaggerated the conditions attached to his calling, and the proprietors have, in some instances, minimised their returns (19,272-3).
Average daily and weekly hours worked by hansom and four-wheeled drivers (19,286-7).

STRIKES AND DISPUTES.

Evils of the system of "yard money" (defined); proposal by the Company's directors in 1888 to abolish it was at first acquiesced in by the men, who, however, ultimately struck by command of the Union, at the chief depot for five days (19,272-6); the men returned to work on the Company's terms (19,272).

Strike of 1891.

Cause of (19,284-5, 19,292).
Action of the Union (19,292). The men returned to work on the Company's terms (19,293).
Majority of the Company's men were averse to (19,293).
The four-wheeler drivers had to pay 17s. more during the six months following the strike than they would otherwise have done (19,293-5).
No overtures have since been made by the Union (19,297-8).

REMEDY OBJECTED TO.

Objection to proposal to regulate the daily charge by legal enactment; some cabs cost the owner 175l., while others may cost but 20l. (19,268-70).

MR. HARRY PEIRCE.

An omnibus driver of 20 years' standing in the service of the London General Omnibus Company (22,646-7, 22,655); has been deputed by the drivers, conductors, and horse-keepers of the eastern district of London to represent them (22,644-5, 22,647).

REPUTATIONS (of statements by Mr. Sutherst and Mr. Bowbrick).

Of statements by Mr. Sutherst that *the Blackwall men work 16 hours a day*: actual working hours are 13½ (22,654).
Of statement by Mr. Bowbrick that *the 1891 strike was caused only by the long hours*: Mr. Bowbrick himself objected to work on the ground of the introduction of the ticket system (22,661).
Of statement by Mr. Sutherst and Mr. Bowbrick with regard to the *accident fund*: drivers contribute 1s. and conductors 6d. per week (22,666); the fund is

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OF
EVIDENCE.

managed by the road director, and a statement issued and posted up in the yard every three months (22,666); the majority of the men consider it a great protection both to themselves and to the public (22,666); witness has never had his contribution stopped by the company out of his pay, mode of payment (22,670); two drivers and two conductors are on the committee (22,666); nature of accidents for which the fund is liable (22,667-9); balance remaining has sometimes been shared among the men at the end of the year (22,670-1).
Mr. Sutherst's evidence generally, as far as omnibus workers are concerned, is particularly inaccurate (22,673).

EMPLOYED.

In the eastern district have worked for many years on most amicable terms with employers; subsequent to the 1891 strike, in consequence of the appearance in newspapers of letters purporting to express the dissatisfaction of the men, the men held a meeting in September and passed resolutions expressing satisfaction with wages and hours, and deprecating interference of agitators; text of report of meeting (22,647-52, 22,655, 22,674).
Some of the men have been from 10 to 40 years in the Company's service (22,647, 22,650, 22,655).
Witness knows of no men in the company's service who are members of the Union (22,653, 22,656-7).
No interference by the Company with the men if they wish to combine (22,657).
Accounts of meetings held by the Union at Hampstead, where Mr. Hammill ejected a conductor who spoke in the interest of the tram company; and also of a meeting at Mile End, instanced to show their character and results (22,657).
Instance of persecution of a non-unionist by the Union (22,687).

LABOUR.

Hours worked and rests taken on witness's road; two journeys one day and four the next (22,655, 22,682-6); attitude of the Company towards the men's appeals to be placed upon the same terms as the Blackwall men (22,655, 22,657).
Complaints as to short times of rest have always been remedied (22,685).
Two hours are allowed for meals (22,654-6, 22,684-5).
Holidays can be taken, with loss of pay, whenever the men please (22,657, 22,687).
The hours on Sundays are not always as long as on week days; all the 'buses do not run (22,662-3, 22,686); witness works about 32 or 33 Sundays during the year (22,687).

WAGES.

Daily rates paid to drivers and conductors previous and subsequent to the strike (22,653, 22,655, 22,660, 20,664-5).
The men are not now responsible for any payments to watermen, &c., the Company paying all (22,658, 22,665-6).

STRIKES.

Strike of 1891.

Mr. Sutherst was the prime mover in (22,653, 22,673).
Caused by the introduction of the ticket system, previous to which, under the old waybill system, the conductors appropriated some of the receipts, sharing part with the drivers; wages were increased 1s. a day, with which the drivers were well satisfied; the conductors, however, struck after a week's use of the tickets (22,655, 22,658-61, 22,665-6, 22,678-81).
Many conductors who then left the Company have since gone into business, paying 200l. or 300l. for the businesses (22,660).
Pickets (many of whom were men unconnected with the trade, e.g., gas stokers, carmen, &c.) congregated outside the yards (22,660, 22,671, 22,676).
Difficulty experienced by the Company to get the horses fed and watered; on the Tuesday after the strike the Union stated that it had no objection to the horse-keepers doing this (22,671-3); effect upon the horses (22,673).
During the strike Mr. Sutherst permitted pirate omnibuses to run labelled "By permission of the Union" (22,673).
A very large proportion of drivers and some of the conductors remained loyal in witness's district (22,675-7); the 'buses and drivers that went out were maltreated (22,676-7).

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OF
EVIDENCE.

No agreement with the Company as to the 12-hour day was ever signed, and therefore there has practically been no agreement to be violated (22,653, 22,673, 22,687).

REMEDY OBJECTED TO.

Objection to an eight hours' day (22,653); letter addressed to Lord Salisbury denying the representative capacity of the delegates of the 'busmen with the deputation upon the eight hours question, and also protesting against any legislative interference with hours (22,657).

MR. FREDERICK HAMMILL.

President of the Amalgamated Omnibus and Tram Workers' Union (22,588), and secretary of the Workers' Co-operative Omnibus Society, Limited (22,694).

Is an engineer by trade and a member of the Amalgamated Society of Engineers (22,717, 22,776-7); worked at the Royal Arsenal (22,936).

Delegate to the London Trades Council as a member of the Engineers' Union at the time of the 'bus strike of 1891 (22,779-80).

At first declined but after the unanimous vote of the 'busmen and tram-men's delegates to the council, which had been repeatedly requested to organise the men in place of Mr Sutherst, undertook the work of organisation (22,691, 22,778-80, 22,783-4).

Does not agree with strikes (22,919).

Looks upon the capitalist as an enemy of progress (22,953-6).

REFUTATIONS.

(a.) Of statements by Mr. Feiros.

That the men do not desire outside interference (22,691):

With reference to meetings held by the Union: the only disturbance at 48 midnight meetings during the last 11 months was caused by a conductor half intoxicated; extensions of time have been granted by the Commissioner of Police (22,691).

That the drivers were quite satisfied with the new hours and extra 1s. pay (22,923-9).

(b.) Of statements by Mr. Kingham.

That the majority of the London General Omnibus Company's men have petitioned for a return to the old hours: at Hammersmith and Blackwall, however, the men, at their request, work the 16 hour day, with a payment of 1s. extra (22,691-2, 22,790-7); complaint against those men who are willing to work overtime, which is an act of selfishness (22,930-4, 22,944-6).

That no man has been discharged by the London General Company for his connection with the Union: case of Mr. Brooks cited; account of his interview with the manager of the Company after having tendered evidence before the Commission, which he did at witness's request (22,691-2, 22,798-800).

(c.) Of statements by Mr. Sutherst.

Part of Mr. Sutherst's evidence is very accurate and part very inaccurate; men were employed and paid to obtain the information (22,691).

AMALGAMATED OMNIBUS AND TRAM WORKERS' UNION.

Has existed about 11 months (22,689, 22,902).

Including four towns in the provinces, has a membership of about 2,500; possible membership (22,690, 22,802, 22,890-903), four-fifths of whom are metropolitan members (22,803).

Has adopted a conciliatory policy with all the companies (22,691); instances of consequent improved conditions in the cases of the Deptford and Woolwich men, all of whom are members (22,691).

Mr. Sutherst, whom many consider unpractical on the labour question, has had no connection with (22,691). The greatest trouble has been with the London General Omnibus Company (22,691).

Total number of drivers, horse-keepers, and conductors employed in London (22,787-8, 22,898).

Includes all men engaged in vehicular traffic (22,894-5).

THE WORKERS' CO-OPERATIVE OMNIBUS SOCIETY, LIMITED.

Has a capital of about 800k contributed by 'busmen and a few of the public interested in the Society; the men have contributed 600k (22,694, 22,699-701, 22,885-9); no interest is paid (22,692-3, 22,889, 22,953).

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ANALYSIS
OF
EVIDENCE.

The profits are to be continually used until the business is sufficiently extended to employ the workers (22,692).

Charge against the London General Company of "nursing" (defined), an illegal system; letter of complaint to the Company has obtained no reply; letter (quoted in full) from witness to the Commissioner of Police, pointing out, with instances, the danger to the public from the nursing system (22,694-6, 22,704-5); reason for the non-adoption of the legal remedy, viz., action for conspiracy (22,696-701, 22,706-7).

Owns two 'buses, but has not been supported by the men as anticipated (22,694, 22,804).

Conditions under which the Society would be handed over to the municipality (22,701).

Has been endeavouring to work an eight-hour day; but the men, who are anxious for the success of the Society, have some days worked 10 hours (22,805-6); the 'buses do not run for about four hours in the middle of the day (22,807).

THE LONDON TRADES COUNCIL.

Represents the organised workers (skilled and unskilled) of the metropolis; the delegates are elected by the unions and their branches on a democratic principle (22,781).

Present representative capacity is 68,000 workers (22,782).

THE COMPANIES.

Are not all making large profits (22,858-9). Dividends paid by the London General Company before the strike, since which no dividend has been paid (22,860-5); supposition that the accounts are falsified (22,866-8).

Discharge men as soon as they become entitled to increased wages, and take on new men at a lower rate (22,691, 22,801).

The men of the Harbour Lights Company, which employs about 60 or 70 drivers and conductors did, as stated by Mr. Jones, ask for a return to the old hours (22,691, 22,785-9).

Witness has written to the London General Omnibus Company since the publication of his charges against them but his letters have always been ignored (22,692).

Are not justified in exorcising their power to discharge even daily workmen; the men, however, are justified in striking to force the employers to concede their demands (22,904-13).

Charges made (Sept. 5, 1891) by witness against the London General Omnibus Company, viz.:-

- (1.) The company has endeavoured by distributing papers for signature to coerce the men to return to the old hours or accept an alternate 15-hour and 9-hour day;
- (2.) Men who refused to sign have been given a four journeys' bus, making nearly 13 hours, with only seven minutes for meals, &c.;
- (3.) 1,000 men or more have, without just cause, and in violation of a specific promise, been discharged or removed from regular work to odd work, since the strike;
- (4.) Men receiving 5s. per day have been discharged and new men engaged at 4s. 6d. per day;
- (5.) Many of the men are recruited from all spheres of life, and by their incompetency daily jeopardise the lives of the public;
- (6.) Men, when once discharged are, through the establishment of a Companies and Masters' Association, boycotted all round;
- (7.) Men are purposely bullied by inspectors; these charges were inserted in all the London daily papers, and have not been refuted; letters from workers and extract from a circular (printed by a discharged conductor at his own expense) in substantiation of the charges (22,691-2, 22,738-45, 22,793-801, 22,903-13, 22,947-9).

LABOUR.

Complaint against the conditions among the traffic men in Bradford, some of whom work 100 hours a week for 18s. or 14; the Corporation contracts for a horse, cart, and man for 5s. 9d. per day; injustice of fines imposed by the police upon cart men found asleep (22,692).

The work of a conductor requires skill (22,732).

The ticket system will never work; the conductors are still paying drivers; and the horse-keepers are also being paid (22,916).

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ANALYSIS
OF
EVIDENCE.

Wages are low relatively to the hours worked (22,709-10).

STRIKES.

Strike of 1891.

Was caused by the introduction of the ticket system; justification of the strike (22,691, 22,914-22).
Was carried out by Mr. Sutherst on a dictatorial policy, and closed without consulting the Executive of the London Trades Council (22,601).
Resulted in a reduction of hours from 16 to 12 (22,920).
The drivers struck to the same extent as the conductors, since they were quite as much interested (22,923-9).

REMEDIES PROPOSED, ADVOCATED, OR OBJECTED TO.

Municipalisation of trams and buses, with an eight hours' day, under the direct control and management of the municipality (22,701-2); they should not be leased, as suggested by Mr. Sutherst (22,702).
The regulation of labour by the State advocated, even though the labouring classes have hitherto opposed legislative enactments thereon (22,702, 22,760-70).
Establishment of a ticket system similar to that in Paris or on the railways; offices to be established at different places on the routes, where tickets could be purchased (22,916).
Necessity for amicable relations between employers and employed (22,691, 22,948).

Eight Hours' Day.

Impossibility of working a 10-hour or 12-hour day either satisfactorily to the men or successfully to the employers (22,702).

A general compulsory eight hours' day recommended, (which, to be successful, should be international, though English legislation ought not to be delayed therefor); to be obtained by instalments if a simultaneous adoption throughout the country is impossible; satisfactory working in Huddersfield; the whole industrial system would re-adjust itself (22,702-3, 22,711-5, 22,746-53, 22,771-5, 22,808-54, 22,930-6).

Would, with a reduction of wages, but not a reduction of one half, be practically a permanent advance in wages, relatively to the hours previously worked (22,878-84).

Regulation of wages to be left to the organisations (22,855, 22,878, 22,834).

No industries should be carried on by means of low pay and long hours (22,703, 22,708-10, 22,737, 22,869-70); the people employed in such industries would have to seek employment in others; further reduction of hours from eight to be made if necessary (22,871-7).

Its establishment in England before abroad would not destroy the industries affected (22,773-5, 22,937-9).

Witness is confident that other countries would follow England (22,940-3).

Production would be diminished in trades where task work is worked, but not in others (22,716-21, 22,734, 22,747).

Ought to be established in all factories, arsenals, and other places under direct Government control, thus setting an example to private employers (22,936).

Would, on the whole, diminish production and profits, but the accumulation of capital would go on as rapidly as at present; the diminution in profits would not be severely felt (22,716-9, 22,731-7, 22,810, 22,856-7).

The minority against it are not sufficiently educated to its advantages (22,752).

Effect of its introduction upon the bus trade as regards capitalists, passengers, and workers; the latter would be practically the only persons benefited (22,720-30).

Fines and imprisonment (but not hard labour) for non-compliance with the Act (22,753-9).

Would (1) in some trades give employment to the unemployed, (2) give the workers time for mental improvement, and (3) ultimately enable them to deal with the land question; witness personally thinks that this question must be settled before the benefits from an eight hours' day would be felt; the land to become the property of the State (22,882-3, 22,950-2).

Mr. THOMAS CRABBE.

A non-union cabdriver of 18 years' standing (22,957-8, 22,962); tenders evidence at the request of a large number of non-union drivers (22,959-61).

EMPLOYERS.

Statement handed in showing the average weekly cost of cabs to be 2*l.* 18*s.* and the income 3*l.* 9*s.* (22,963-9).

Average life of a cab is six years, and the cost 120*l.* (22,970-1).

Number of cabs is 347 less than four years ago (23,004).

EMPLOYED.

The general average price charged by proprietors to drivers is 11*s.* 6*d.* per day (22,972-4).

Statement handed in showing the average price per day (1*s.* 2*d.*) for the Shrewsbury Talbot cabs 1889-1890 (22,976-9).

Drivers who are not "privileged" number 9,500, proprietors 3,500 (22,988).

Waterloo and Vauxhall Stations are the only stations in London open to all drivers (22,988).

Objection to system of "chair-marking" (defined) by employers (22,995-3,003).

Number of drivers is 490 less than four years ago (23,004).

STRIKES.

Strike at Mr. Palmer's Yard, 1888.

Caused by an increase in charges (23,006-7).

A black list was issued by Mr. Palmer (23,007).

Action was taken for libel, but settled by Mr. Palmer withdrawing the innuendo, as the men termed it, and by paying the costs; resulted in the collapse of the men's Society (23,007).

REMEDIES PROPOSED, ADVOCATED, OR OBJECTED TO.

Impossibility of any uniform rate of charge for cabs (22,975).

"Chair-marking" to be made illegal (23,002-3).

Objection to any limitation of number of licences issued (23,004-5).

Abolition of railway cabstands, which have been decided illegal, and of the railway privilege required (22,980-8, 22,991-3, 23,007, 23,011-25); witness has made repeated applications to the Home Secretary, and is now awaiting a reply to a petition presented (22,981, 22,989-90, 22,992); substance of reply by the Home Secretary in 1891 (22,992-4).

No special conditions are imposed upon proprietors supplying railway companies (23,008-10), which could not be served at all times were it not for the ordinary cabs (23,011-2, 23,016-20).

For the privilege a charge of 4*d.* per week on every cab would compensate the privileged companies, who receive 10,000*l.* a year therefor (23,020-1).

Mr. ROBERT LEMMON AND Mr. WILLIAM CUTHBERTSON.

Represent the National Scottish Horsemen's Union (23,026); and also the Amalgamated Carters (23,047).

Mr. LEMMON.

Secretary of the branches at Greenock and Port Glasgow (23,068).

Previously yardman in the railway service 10 years (23,089-90, 23,119, 23,122); represented in 1890 the *Amalgamated Railway Servants* (23,091), who struck for six weeks (23,092-3); was re-instated for six weeks and then dismissed without reason (23,094-8); was personally not favourable to the strike (23,099).

Before that in agricultural service, and then for a year a cart driver (23,120-1).

Mr. CUTHBERTSON.

A carter for 15 years (23,086).

Branch secretary of Glasgow (23,087).

NATIONAL SCOTTISH HORSEMEN'S UNION.

Has existed three years (23,050).

Is discussing grievances with employers (23,046).

Probability of amalgamation with the Carters' Union (23,047, 23,050-2).

Number of members in Glasgow branch (23,047).

Has also branches at Ayr and Port Glasgow (23,079). Several other branches have dissolved; reason (23,079-81).

Cases of dismissal of members and black-listing; employers prefer non-unionists (23,082-5, 23,105-11). Members work with non-unionists where unavoidable (23,036-7).

Efforts of the *Greenock Branch* to raise wages (23,055-6).

ANALYSIS
OF
EVIDENCE.

ANALYSIS
OF
EVIDENCE.

EMPLOYMENT.

Details of occupation (23,031).
Objection to the system of displacing men by putting boys in charge of horses through the streets; efforts made to abolish the system, which evades a bye-law of Glasgow (23,038-44, 23,056, 23,060-2, 23,100-2).
Employed are displaced by agricultural labourers, whose condition requires consideration (23,048, 23,058-9, 23,112-8).

LABOUR.

Hours worked before the strike (23,027-31).
Steps taken by Union to shorten the hours and success obtained (23,032-5, 23,047, 23,053-4).

WAGES.

Grievance as to low wages; rates quoted (23,044-5).
Difference of rates in Greenock and Glasgow and reasons (23,045, 23,055, 23,103-4).

STRIKES.

One general strike against non-union labour; was successful in most cases (23,074-8).

Strike in Glasgow.

For advanced wages and shorter hours (23,063-4).
Lasted a fortnight (23,065).
4,000 carters engaged in (23,066).
Railway carters returned to work after a week (23,067-9).
Resulted in an advance of wages at once and reduction in hours after three months (23,070-3).

REMEDIES ADVOCATED OR OBJECTED TO.

Parliamentary interference required (23,048-9).
Time is not ripe for an eight hours' day for carters (23,048, 23,057).

MR. WILLIAM JAMES CARRUTHERS WAIN.

Associate of the Institute of Civil Engineers (23,123); president for the last three years of the Tramways' Institute of Great Britain and Ireland (23,124); managing director of the Birmingham Central Tramways Company (23,125); and chairman of other Tramway Companies (23,126).
Has considerable experience both at home and abroad of tramways and railways (23,127-8).
Makes no distinction between union and non-union men (23,158).
Refutes statement by Mr. Sutherst that the men are overworked (23,199).

TRAMWAYS INSTITUTE OF GREAT BRITAIN AND IRELAND.

Represents 35 companies, employing about 6,000 men, with a mileage of 262 miles and a capital of 4,190,000L (23,129-31, 23,298).
Was incorporated as a company, but is now simply an institution, making no profits (23,132, 23,278-81).
Is supported by subscriptions of a guinea on every 50,000L capital of the companies (23,282-3).
The Glasgow Company is not a member (23,354-7).

THE TRAMWAY COMPANIES.

The concessions are for 21 years only, after which there is no assurance that they will be continued (23,141-3).
The earnings are very low owing to the low fares (23,200); *ld.* fares are not sufficient in the majority of towns to support the tramways (23,218).
Average dividend earned by tramway companies of the United Kingdom is 5½ per cent. on a capital of 13,596,000L; 61 companies pay less than 5 per cent. and many nothing (23,140-1, 23,226-9, 23,232-4, 23,285-6); highest and lowest dividends paid, 12 per cent. and 1 per cent. (23,290-1).
In many cases companies were launched by financial promoters and were swamped with capital which never existed for practical purposes (23,230-4).
The burdens (repair of roads, rates, &c.) imposed by the *Tramways Act*, 1870, and without which no company can get a licence, prevent the tramways paying (23,239-40); some promoters have undertaken repairs of the road or other local improvements desired by the local authority in order to obtain its consent (23,241-3).
The charges for making the roads are wider and extend over a larger area than is reasonable for keeping the roads in repair (23,245-8).

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EVIDENCE.

Leakages in receipts is one of the great difficulties in managing tramways (23,249); the ticket system, with a bell-punch, is not absolutely perfect; but without it the companies would be much larger losers (23,250-2).

The utmost difficulty has lately been experienced in finding capital for tramways; the Deptford and Greenwich line instanced; the outlook is therefore very serious (23,387-96).

Birmingham Central Tramways Company.

An agitation in December 1887, led by the engine drivers, resulted in the offer made by the company being accepted by the horse-guards but refused by the steam-guards (23,181-4).

Further concessions have since been made (23,185).
In July 1889 engine drivers asked for a reduction of hours to 10 per day; bonus system was abolished and concessions made (23,186-7).

In the autumn of 1890 deputations were received upon a reduction of hours to 10, beyond which overtime was to be granted; witness recommended the adoption of a scale of good conduct pay, which the men accepted (23,188-93).

Demands for a reduction have since been made, but not conceded (23,194-5).

Hours worked are 12 per day (23,196).
Employs about 800 men (23,197, 23,293); of whom not a dozen are unionists (23,293-7).

The recent alterations in wages entail an additional cost of 5,500L yearly (23,198).

The conditions incorporated in the new lease have been productive of success, and the penny fares beneficial (23,218-20).

Croydon Tramways Company.

Hours worked average 14 per day, with one hour off for relief, which does not include 10 minutes interval at the end of each journey (7½ miles) (23,174-6).
Rates of wages paid (23,177-9).

Has had but one slight difficulty with the men (23,180).

London, Deptford, and Greenwich Tramways Company.

Agitation among the men in November 1889; witness presided at a meeting at which they acquiesced in the introduction of a system of profit sharing; after a certain time, however, they desired its abolition (23,146-50, 23,203, 23,346-8); cost of concessions made and of the new arrangement (23,151-2).

Average dividend paid during 10 years has been 4½ per cent. per annum (23,153, 23,391).

Total amounts paid in wages, dividends and depreciation during last 10 years (23,389-92).

Mr. Atkinson, driver in the Company, has stated that his evidence before the Commission was misrepresented in the press; no complaint of treatment by the company or its officials (23,154-7).

The employees presented witness two years ago with a complimentary address (23,159).

Hours actually worked are 10½ per day for seven days a week (23,160).

Unsuccessful result of increase of fares (23,207, 23,394-5).

The line is a favourable line as regards gradients (23,393).

North Staffordshire Tramways Company.

Was requested to grant a working day of 11 hours, payment for eight hours' overtime to be equivalent to a day's pay (23,161-3).

Conceded a working day of 12 hours, including reliefs which vary in all from 1 to 2½ hours (23,164-5); additional cost to the company of 350L per annum (23,166).

Contributes to a sick fund for the men (23,167).
Is now paying a dividend of about 6 per cent. (23,168).

South Staffordshire Steam Tramways Company.

No agitation has occurred, but in 1891 concessions were granted in view thereof (23,169-71).

Rates of wages now and formerly (23,172).
Hours worked are 12 per day (23,173).

EMPLOYED.

The discontent among tramway men is only part of the general labour movement (23,143).

So far as companies with which witness is connected are concerned, the various organisations of tram and bus men have not succeeded in obtaining a large number of members (23,144, 23,292-300).

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EVIDENCE.

No men have been, or would be, dismissed for giving evidence (23,201).

Examination of statement that witness, acting on behalf of his colleagues, is reasonably exercising his rights in refusing to deal with union officials, and in dealing with the men direct, though right of the men to appoint a representative is not denied; no objection to meeting a *working* representative elected by the workmen of the Company from their own body (23,145, 23,254-77, 23,301-45).

LABOUR.

Generally speaking *wages* are higher and hours shorter than formerly (23,285).

Hours in witness's Companies average 12 per day (23,286-7).

Is unskilled, demands no brain work, requires practically no physical work, and is very easy on horse lines (23,288).

STRIKES.

No strikes, except in the case of the Manchester, Bury, Rochdale, and Oldham Company, have occurred in witness's Companies (23,133-4, 23,136).

Are chiefly caused by demands for shorter hours and increased wages (23,136-8, 23,284).

Tramway labour being unskilled, strikers' places can easily be filled (23,139, 23,313).

Question as to whether offer of conference with representatives of the men, such representatives being the Company's servants, was made in the case of the *Scotch Railway Strike* (23,307-8, 23,358-69).

Manchester, Bury, Rochdale, and Oldham Company's Strike.

Witness was managing director of the Company for a short period, under special circumstances in 1885 (23,135).

Caused by dismissal of an engine driver for neglect of duty (23,135).

Refusal to re-instate the man, and subsequent dismissal of all the men (23,135).

Cardiff Strike.

The men obtained some concessions (23,314-7); which were probably granted because the mob and strikers prevented the cars from running (23,318-20).

REMEDIES PROPOSED, ADVOCATED, OR OBJECTED TO.

Profit-sharing would, as stated by Mr. Sutherst, be the best remedy for discontent (23,202); instances of acceptance of the system for a time by the London, Dertford, and Greenwich tram men (23,146-50, 23,203, 23,346-8).

Impossibility of maintaining the raised rate of wages under an eight hours' day (23,204-6); any increase of fares would lead to a diminution of profits, instance (23,207-9, 23,394-5).

Municipalisation of tramways.

Advocated, but lines to be worked by companies in preference to being worked by corporations. Corporations yield more readily to demands of labour agitators at the expense of the ratepayers; Huddersfield Tramways cited, also the tramway committees would be tempted to use their power of giving employment for political purposes (23,210-4, 23,217, 23,349-53).

Success of this arrangement at Birmingham, Glasgow, and Manchester (23,238-9).

Expenses from which the local authorities would be free (23,235-44).

No limitation to the demands as to hours, &c. which might be made by a corporation as a condition of leasing its tramways; where leases already exist, corporations have no powers to impose further conditions (23,215-25).

A corporation would not be able to keep down the leakages in receipts as closely as a private company (23,253).

Boards of Arbitration and Conciliation.

Boards composed of equal numbers of representatives of masters and men recommended (23,270-1, 23,393-45, 23,372); suggestion for their constitution appeared in *Lord St. Leonard's Arbitration Act* (23,370-1).

Great difficulty in enforcing awards; consequently the beneficial effect would be simply a moral effect (23,373-80).

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EVIDENCE.

The South Staffordshire Joint Wages Board instanced as a case of a moral effect with a practical result (23,380-1).

The opinion of the men's advisers in the Durham strike has had no moral effect upon the men (23,382-4).

MR. ANDREW CLARK.

General secretary of the Railway Workers' Union since November 1891 (23,397, 23,403-4); previously organising secretary (23,496).

Before that served 17 years on the Caledonian and North British Railways (23,497-8, 23,827); was reduced for no reason whatever; appeals made with no result (23,643-58, 23,744-51); capacities in which employed (23,745).

Has also been an agricultural labourer (24,003).

THE GENERAL RAILWAY WORKERS' UNION.

Was established November 1889 (23,401-2).

Extends over the whole of England (23,398-9).

Number of members (23,400, 23,408-9, 23,499), and proportion to total eligible (23,500-3, 23,796-7).

Objects are various (23,405).

Represents all classes, especially the lower classes connected with workshops and goods department (23,406-7, 23,798-800); does not admit women (23,989).

Has pledged itself to a legal 48 hours per week (23,410-12, 23,515-6, 23,831-2).

Works amicably with other unions (23,801-3); is in negotiation to amalgamate with the *Amalgamated Railway Servants* (23,980).

Members are dismissed and persecuted for belonging to (23,464-6, 23,717-33); instances cited:—(1) case of dismissal at Crewe on the *London and North-Western* of a man, Owen Goulding, who attended the Union annual meeting (23,466-7, 23,541-4, 23,774-7, 24,047-58); (2) case of dismissal at Watford (23,467-9); (3) case of dismissal at Crewe for foremen for remonstrating against a reduction in wages (23,469, 23,532-41); (4) case of intimidation and annoyance on the *Midland* (23,469); (5) cases on the *Lancashire and Yorkshire Railway* (23,483-4, 23,726-9); (6) case of a branch in London (Broad Street) where no officers can be obtained to serve, as each one has been dismissed from the railway service (23,729-33, 23,813-26, 23,893-5); (7) case of black listing by the *London and North-Western* (23,460-71, 23,708-14).

EMPLOYMENT.

Lighting and sanitation good (23,525-7).

Irregularity of work is sometimes due to pressure of traffic (23,664, 23,676-81, 23,908-15), but is often caused by the companies postponing their building of rolling stock to procure larger dividends (23,665-72).

Accidents occur owing to unprotected machinery in large shops such as at Swindon, Crewe, and Derby (23,527, 23,702-7).

Holidays vary according to grade; traffic staff have from three to six days with pay and passes; lower grades have none (23,433).

EMPLOYED.

Complain as to (1) length of present hours (23,413-4, 23,791-5); (2) low rate of wages (23,415); reduction of price paid for piece-work at Derby (23,964-5); (3) system of *fines* (23,421); (4) want of systematic extra payment for overtime (23,430-1); (5) system of employment, viz., permanent staff, supernumerary staff, and casual hands (23,435-6); (6) difficulty of obtaining compensation for accidents (23,437-8); (7) substitution of *boy labour* for men's labour, but not to boy labour itself (23,450-2, 23,981-4); (8) recent introduction of *women labour* into the upholstery department at Derby (23,453-5, 23,515-9, 23,808-12, 23,888-92, 23,985-8); (9) a system in Derby practically fining a man a day's wages for non-attendance, brought about by the introduction of labour-saving machinery (23,455-62, 23,956-73); (10) refusal by the companies to give references to men on leaving; instances (23,471, 23,714-8, 23,974-9, 24,058-60); recent case in which the *Midland Railway Company* refuse to return to a man a Government certificate (23,471, 23,898-902).

Are willing to give evidence if protection against consequent dismissal was guaranteed (23,483-6).

Question of popularity of the railway service (23,510-4, 23,624-6, 23,830).

Privilege ticket system in use (23,513-4).

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Right to appeal to the directors is valueless (23,532, 23,752-4).
 Receive no benefits of clothes (23,631-2).
 Foremen are usually selected for their threatening attitude towards the men (23,639-43).
 Rent paid and hours worked (23,805-6).
 Question of the right of a company to dismiss a man without assigning a reason considered in relation to the right of a man to resign without assigning a reason (23,930-55).

WAGES.

Rates per week paid to labourers in workshops (23,416-20, 23,623-4).
 Low rates are chiefly paid in agricultural districts, case of Swindon cited (23,419-20, 23,622-3, 23,804-6).
 Sunday duty on some companies paid for at double rate (23,432).
 Average rate paid to a railway servant (23,610, 23,614-5).
 Rate paid by railways is higher than the average, but is counteracted by the higher cost of living (23,628-9).

Fines.

Are imposed by the foreman for damaged work, lateness, &c. (23,421-2, 23,633).
 Go to a fund kept by the company for the benefit of the men, but no returns concerning it are given (23,634-7).
 Foremen do not profit by (23,638).

Relief Funds.

Compulsory deductions made for sick, provident, and benefit societies (men having no voice in the management thereof, 23,422); amounts paid (23,422-9).
 System is unsatisfactory since those leaving the service get no benefits from the funds (23,427).
 System not thoroughly laid before the men on entering the service (23,429).
 Contributions from the companies (23,504-9).

STRIKES AND DISPUTES.

Witness has no official information to offer as to the *Scotch Strike* of 1890 (23,480-3).

Newcastle députe, 1890.

Settled by conference the day before the strike was to take place (23,474-5).
 Was for an advance in wages required by the northern men; the southern men, however, were not favourable, hence the division (23,778).
 Classes of labour interested (23,779).
 Offer by the men of submission to arbitration refused by the company (23,780-2).

Hull strike, 1890.

Occurred through the companies ignoring both communications from the Union and the men's request for concessions (23,476, 23,478-9, 23,783).
 Four companies concerned in (23,476).
 Men gave notice of striking within seven days if no reply was received (23,477, 23,784).
 Strike ended after three days on the granting of concessions at a conference suggested by the companies (23,478, 23,785-6).
 Witness's personal connection with (23,784-6).
 Would not have occurred, had the companies met the men at first (23,787).

REMEDIES PROPOSED, ADVOCATED, OR OBJECTED TO.

Government inspection of workshops required to maintain the proper protection of machinery (23,463, 23,520-31, 23,703).
 Companies to recognise the Union as representing the men (23,473-3, 24,055).
 Overtime to be paid at time and a half, and Sunday work double (23,781-3).
 Compulsory formation of a board of arbitration to deal with disputes, hours, &c., with power to enforce its decisions, composed equally of employers and employed to be elected by constituencies, and with an independent chairman (23,436-95, 23,737-44, 23,844-51, 24,037-43); to be formed after the German model (23,490, 23,552-58, 24,065-9).
 Parliamentary interference in wages not required (24,044-6).

Eight hours' day.

A legal 48-hour week required for all workmen in all classes on railways; details of working in cases of

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supposed contingencies involving unevitable overtime (23,410-2, 23,545-57, 23,754-60, 23,788-90, 23,827-34, 23,903, 23,990-6, 24,034-6).

Would increase the cost of working not more than $\frac{1}{2}$ per cent.; statistical examination of this statement (23,553-64, 23,598-621).

In cases where this increase absorbs the dividend, fares are to be raised (23,565-98).

The present irregularity of work leading to the discharge of hands to be remedied by reduced hours and employment of more men, but no reduction in wages (23,657-64, 23,673-87, 23,764-6, 23,835-42, 23,904-29, 24,061-4).

Could be applied to all industries; an Act similar to the *Factory Act* would carry it out (23,997-4,013).

Men to be allowed to work for themselves after their ordinary eight hours' work is over (24,015-33).

Might be dealt with by the arbitration board (24,039-43).

Amendment of Employers' Liability Act.

Extension of time of giving notice of claim required (23,439-44, 23,687-701, 23,767-70).

Extension of time of entering the case into court (23,444-8).

Compensation to be unlimited (23,448-9).

Abolition of doctrine of common employment under (23,771-3).

MR. ARTHUR LEVETT.

Represents the London and South-Western branch of the Amalgamated Railway Servants, of which he is a member (24,070, 24,096-7).

Was in the employ of the London and South-Western 33 years, commencing as an engine cleaner, then a fireman, and then a driver (24,083-8, 24,128).

Has had but one accident, and that prior to the institution of inquiry by Government inspectors (24,128-31).

Compelled to leave two years ago solely because he had placed his family in a beerhouse business and the license was granted in his name, but he did not sleep on the premises (24,088-94).

Was allowed a month to decide whether to give up his employment or sever his connection with his family's beerhouse (24,121-8).

Is now in the beerhouse himself (24,095).

Proposes that practical working men be appointed by Government, not merely to suggest necessary alterations, but to see them carried out (24,098-100, 24,132-9, 24,154-66).

EMPLOYMENT.

Insufficient lighting and signalling at station yards (24,071, 24,101-5); Clapham Junction instanced (24,072-3); also Twickenham and Kingston (24,075-8).

Danger of practice of firemen having to get off the engine to keep points in position while the engine passes; instances (24,074-6, 24,108-10, 24,145-6).

No notice taken of application for more gaslight (24,075).

Instances at Barnes Bridge (December 1891) of men not being allowed to return the full hours of working (24,077-81, 24,111-5, 24,140-2).

System of the driver's fireman signing off duty several periods of half-an-hour causing continuous work of 16 hours (24,082, 24,116-31, 24,146-53).

MR. JOSEPH CLIFTON.

Represents the Amalgamated Society of Railway Servants (Birmingham branch) (24,163, 24,313), and 250 men on the *London and North-Western* (24,314-6).

Now a labourer (24,167); formerly signalman on the *London and North-Western* (24,167, 24,330).

Was discharged in March last (1892) at a moment's notice on account of a letter (quoted in full) written to the superintendent detailing the men's grievances (24,175-7, 24,179, 24,228, 24,240-52, 24,297-306).

Was refused a character (24,178, 24,230-1).
 Disadvantageous effects of discharge,—want of a situation, character, sick allowance, and benefit (24,228-33).

Has not obtained situations since owing to the verbal character given (24,178, 24,253-6).

AMALGAMATED SOCIETY OF RAILWAY SERVANTS (Birmingham branch).

Numbers of members (24,307-8).

Some do not join as they cannot afford it and are liable to be discharged on slight pretexis (24,317-20, 24,325-31).

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London and North-Western Railway is antagonistic to (24,332, 24,343-52).

Case of removal to a station-mastership of Haynes, a signalman at Birmingham, for active unionism (24,333-65).

EMPLOYED.

Are not permitted to take a business in their own name for their wife (24,180-1).

Terms of engagement on the *London and North-Western* are usually a week's notice (24,235-40).

London and North-Western compel their servants to contract out of the *Employers' Liability Act* (24,321-4).

Case of six porters working long hours at New Street Station on March 26th (16½ hours), and nine porters on April 2nd (18½ hours) (24,180).

FINES.

Case of 20 porters at New Street, Birmingham, fined 2s. each for being 15 minutes late (24,172).

One fine stops three days, and two fines stop the whole six days, of the annual holiday of guards and brakemen (24,172).

Frequent 1s. fines for petty offences committed through ignorance (24,172).

LABOUR.

Statistics as to hours of guards on goods trains (24,169); of porters (24,180); examination of details of times of working (24,183-220).

Long hours are continuous in the winter time when the traffic is heavy (24,170).

Sunday working on the *Great Western* (although paid at rate of time and a half, 24,170) is excessive (24,170-1).

Cases of long hours on the *Great Western* not inquired into by the Select Committee (24,180-2).

London and North-Western, since the close of the Select Committee's inquiry, has increased the hours of goods foremen and their men, without increase of pay (24,180, 24,257-70, 24,276-88).

Long hours worked on the *London and North-Western* prevent the men from properly fulfilling their duties (24,177, 24,271-5, 24,289-90).

REMEDIES PROPOSED OR ADVOCATED.

Relief system would avoid working many consecutive hours and then having to play off (24,206-27).

Six 10-hour shifts per week required for signalmen (24,291-6).

Mr. WILLIAM SMITH.

Agent to the Abstainers' and General Insurance Company (24,366-7).

Until October 1891 was a railway porter in the service of the *Lancashire and Yorkshire Railway* 10 years (24,368-70, 24,395-6, 24,428-30, 24,449).

Was not promoted owing to a letter written to the press giving the hours worked, the facts on investigation being found even worse than therein stated (24,395).

Instance of religious persecution, and removal on account of his conscientious enforcement of the company's Rule 11, permitting no one to travel without tickets or passes (24,396-405, 24,431-6).

Was discharged without reason and refused a testimonial (24,406).

Hours and details of duty (24,406).

Reasons for not voluntarily quitting the service earlier (24,412-7).

Represents members of the *Amalgamated Society of Railway Servants* of Rochdale and Todmorden branch, and received his instructions at a meeting recently held (24,444-8, 24,479-80).

On entering the service signed an engagement form but did not read the rules; conscientiousness did not awake till some time after (24,450-61).

LANCASHIRE AND YORKSHIRE RAILWAY.

Objections to Rule 1, which states that all employers must devote themselves exclusively to the company's service (24,380-4); to Rule 13, which forbids servants to accept gratuities, &c. (24,382-4, 24,387); to Rule 14, which forbids servants or their wives to engage in trade (24,385, 24,389-91, 24,418-23, 24,470-8).

Case of dismissal for breaking Rule 14 (24,385).

Letter (in full) addressed to the directors setting forth this grievance (24,385-7).

Rule requiring the conspicuous exhibition of the staff and duty sheet is not carried out (24,406-7).

EMPLOYED.

Objection to present system of promotion, which is one of favouritism (24,395-6).

Difficulty of obtaining a hearing for appeals (24,396).

Porters receive clothes and three days holiday a year (24,407).

LABOUR.

Ordinary hours per day of a porter, collector, and foreman are 12, but are frequently extended much longer; statistical instances (24,371-5, 24,424).

Porters work every other Sunday (24,407-8).

WAGES.

Overtime rates (24,376-7).

Foremen porters are not paid overtime, but deductions are made for absence through sickness (24,377-9).

Objections to the system of tipping (24,392-4).

Rates per week and per hour to porters (24,407, 24,425-7).

REMEDIES PROPOSED OR ADVOCATED.

Porters to be paid 22s. per week and rule forbidding tips to be strictly enforced (24,392); or porters to have a fixed charge per parcel (24,392).

Competitive examinations to be held for promotion (24,395-6).

Hours to be reduced with same weekly wages maintained, with time and a half for Sunday duty (24,408, 24,437-9).

Liberty to work at any other trade in leisure time (24,409-11, 24,440-3, 24,462-9).

Mr. PATRICK A. TYRRELL.

Secretary of the Dublin and District Tramway Union (24,481-2, 24,610-1); salary consists of a percentage upon the receipts, but witness's object is to increase the men's position rather than the receipts (24,535-40, 24,718-22).

Holds a position in the Gas Company (24,533, 24,541, 24,606); first connection with the Gas Works was as inspecting engineer over the large gasholder; present duties (24,511).

Has not been a tramway employé (24,605).

Member of the *Amalgamated Engineers' Society* since 1857 (24,607-11, 24,711).

Delegate to the Trades Council (24,710-1).

DUBLIN AND DISTRICT TRAMWAY UNION.

Has existed since June 1890 (24,483).

Number of members (24,484); possible number (24,602).

Is connected with the Trades Council (24,689).

No strikes since formation (24,485, 24,603-4), which was opposed by the Company (24,658).

Present relations with the Company (24,659, 24,687-8), (see also under "Employed").

The men on the steam tramways are not connected with (24,685-6).

Receipts for quarter ending March 1892 (24,718).

Deputation to the Company (the only deputation actually appointed by the Union) (24,660) in 1890 to ask for a reduction of hours, &c. was not received, as the employers insisted upon the representation of non-union men, and the Union objected (24,486-96, 24,542-3, 24,612-6, 24,621-2); no further application was made (24,661-2).

TRAMWAY COMPANIES.

Only one company in Dublin; the Blackrock is a district company (24,487, 24,528).

The majority of the items, if not all, in the balance sheet have increased since establishment of the Union (24,529-31); dividend is 5 or 5½ per cent. (24,531-2).

EMPLOYED (Tramway Men).

Complaints against—

- (1.) The persecution of Union men by the officials (time-keepers, road inspectors, &c.), of the Company; non-union men have preference of employment; instances (24,515-8, 24,552-66, 24,678, 24,682-4).
- (2.) The loss of one or two days' pay when summoned before the manager (24,515, 24,645-6); legality of such action must eventually be tested (24,647-51).
- (3.) The refusal to allow men to produce witnesses (24,518).

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- (4) The absence of opportunities for worship on Sundays (24,519).
 (5) The loss by stablemen of pay when taking a day off; no holidays are granted at all (24,722-6).
 As a class are intelligent men (24,568).
 Unionists do not refuse to work alongside non-union men (24,633-6).
 Attitude of witness towards non-unionists (24,633-9).
 House rent in Dublin is remarkably dear (24,643-4, 24,678); inutility of the system of the *Artisans' Dwellings Company* (24,644).
 Collectors of the Union have sometimes been dismissed from the Tramway Company's houses (24,678).

LABOUR.

- Hours are over 12 per day (24,511); seven days a week worked (24,665).
 Question of popularity of the tramway service (24,570-3, 24,584-7).
 Non-recognition of the Union is the chief cause of strikes (24,497-8).
 The present system of mid-day relief was obtained by the Union's efforts, but is not carried out in the way most beneficial to the men (24,587-601, 24,617-9, 24,663, 24,679-81).
 Wages concurrently rise with reduction of hours, and more men are employed (24,623-4).

WAGES.

- Rates paid to drivers and conductors; no extra pay for Sundays (24,512-3, 24,569, 24,642, 24,665-9).
 Since formation of Union, payment for days off (one in every 12) has been increased, though the time off is a little less (previously one day in every 10) (24,512); otherwise, wages have not increased (24,620, 24,664).
 Of tramway men cannot properly be compared with those of any other class (24,567-9).

REMEDIES PROPOSED, ADVOCATED, OR OBJECTED TO.

- Recognition of the Union would prevent strikes (24,497-9, 24,554).
 Men on strike ought to be legally allowed to interview those drafted in, under false pretences, to take their places, leaving it to their free will whether they then go in or not; instance of men being brought in at midnight during the *McConnell coal-strike* in a state of inebriation; supposed prevention by the police of a voluntary meeting, and consequent protestations; on one occasion the Trades Council approached the authorities concerning such interference, but unsuccessfully; the present police protection is "intimidation" (24,500-7, 24,519-27, 24,544-51, 24,625-32, 24,652-7, 24,670-7).
 A nine hours' day required, with payment for Sundays and overtime; men should not be permitted to earn further remuneration in the evening (24,508-11, 24,519, 24,574-83, 24,640-1).
 Change in the present hours of the relief system from mid-day to morning or evening required (24,587-601, 24,679-81).
 The Dublin trades generally favour an eight hours' day; demonstrations have been held in Phoenix Park; witness considers it should be international as between England and Ireland, and obtained by the efforts of trades unionism (24,690-700, 24,712-7).
 Establishment of a permanent court of conciliation and arbitration is under the consideration of the Trades Council and Corporation (24,701-9).

MR. CHARLES BOOTH.

- Desires to complete evidence already given (24,727-8).
 Hands in charts and diagrams showing distribution of riverside labour at the docks and wharves of London, for the year April 1891 to March 1892, with statistical relative summaries (24,729); classes of labour included and excluded (24,730-1, 24,921, 24,983-93).
 Proposes to lay his information, which is now completed, before the employers and before the men (24,994-6).

TABLES AND CHARTS HANDED IN.

- Table showing proportion of foggy and rainy days to the 309 working days of this particular year, April 1891 to March 1892 (24,740-1, 24,748-9, 24,828-9).
 Table giving for each dock separately the maximum and minimum, with the average of the details shown on the charts (24,732-4).
 Table giving comparative numbers of men employed for the whole or parts of the year for the whole of the docks (24,747-9).
 Tables, facts, and calculations showing the financial position of the ordinary docker, and average wages for the men in lists A., B., and C. (24,730-1, 24,851-3).

Chart I.

Contains a diagram showing the weather at the docks on each particular working day for the year April 1891 to March 1892 (24,740).

Illustrates the employment in the docks and wharves (1) of London, (2) on the north side of the Thames, and (3) on the south side of the Thames (24,729).
 Maximum and minimum numbers reached (24,735, 24,837-43).

Chart II.

Illustrates the employment in (1) the *Joint Committee's Docks* (2) the *Joint Committee's Docks, excluding Tilbury*, and (3) the *Tilbury Docks* (24,770-2).
 Maximum number was 7,750, and 7,500 (*Diagram A.*) obtained more than three days' employment (24,776-7).
 Depression prevails between the end of April and the middle of November, at which period dockers find work elsewhere, e.g., in agriculture (24,773-5).
 Limit of 6,500 permanent dockers would be sufficient (24,778-9); average employed is 5,000 (24,922).
 Joint Committee has 46 distinct lists (24,922-3).

Chart III.

Illustrates the employment in the *Victoria and Albert Docks* by (1) the Joint Committee, (2) the shipowners, (3) both combined (24,782).
 Work employed by shipowners is very irregular (24,783).
 Per-centage of necessary irregular work is 24½ (*Diagram B.*) (24,784).
 Limit of 3,000 men would be sufficient (24,785).
 Work in these docks is considered most desirable, and attracts the best men (24,786-7).
 Average values of a day's work (24,788).

Chart IV.

Illustrates employment in the *East and West India Docks* (24,789).
 Worst months are August and March (24,789-90).
 Effect of central position of these docks (24,791).
 Per-centage of irregular work is 35½ (*Diagram C.*) (24,792).
 Maximum was 2,400, 300 being permanently engaged (24,795-7).
 Total in all the lists A., B., and C., is 1,900 (24,793, 24,798-9).
 Work is steady if considered weekly, but irregular if daily; effect (24,800-2).

Chart V.

Illustrates employment (1) in the *London and St. Katherine's Docks* and (2) in the *wool departments* (24,803).
 Maximum was 4,000, and minimum 1,300 (24,803-4, 24,896-7).
 Variations are chiefly owing to the wool sales (24,805).
 Per-centage of irregular work is 37½ (*Diagram D.*) (24,806-8, 24,823).
 Work is considered more casual than at any other docks (24,809).
 Labourers employed are chiefly those who do not desire regular work (24,810).

Chart VI.

Illustrates employment in the *wharves and warehouses, north of the Thames, and west of St. Katherine's Docks*; total in (1) the district, (2) riverside wharves and warehouses, and (3) town Joint Committee warehouses, (24,811).
 Employment is tolerably steady (24,811-2).
 Irregularity is chiefly owing to Christmas week holiday, and to fogs (24,813).

Chart VII.

Illustrates employment (1) in the *riverside wharves and warehouses*, (2) on the south side, (3) on the north side, western section, and (4) on the north side, eastern section (24,814).
 Per-centage of irregular work is 10½ north (*Diagram E.*) (24,814), and 12½ south (*Diagram F.*) (24,814, 24,935-8).
 On north side 4,500, and on south side 3,500 have fair regular work (24,815-7).

Chart VIII.

Illustrates employment at the (1) *Surrey Commercial and Millwall Docks combined*, (2) *Surrey Commercial Docks*, and (3) *Millwall Docks* (24,818).
 These docks are busiest during the winter (24,818-9, 24,892-3, 24,908).

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General depression at the end of March 1892 was caused by prohibition of export of grain from Russia (24,820).
Irregular work is great (*Diagrams G. and H.*) (24,821, 24,823).
A little, but not much, interchange of labour between the docks (24,822).
Number of men (24,823).
Work is skilled and well paid (24,824-7).

Chart IX.

Illustrates employment in the grain departments of the Surrey, Commercial, and Millwall Docks combined as compared with total employed at these docks (24,824-5).

EMPLOYED.

Men's knowledge of their chance of employment is very vague (24,766-3).
Amount of employment at the docks greatly depends upon the weather (24,739-40).
Number of permanent men required is 16,000 as compared with over 22,000 regularly competing (24,735-8, 24,844-7, 24,940-2).
Probable number of employers engaging these 22,000 men (24,924-9).
Wharf work is less irregular than dock work (24,933-8).
Overtime largely worked at Tilbury Docks (24,998); effect of overtime upon the work (24,999-501).

REMEDIES PROPOSED OR ADVOCATED.

There is no remedy for loss of work through fog (24,742, 24,830).
Working in wet weather might be provided for by the perfecting of some system of shelter; would keep the work more in the same hands (24,743-6, 24,831-6, 24,855).
The docks to employ a number of permanent professional dockers according to their preference lists and obtain additional help as required from outsiders of other trades who may at that time be working slack, e.g., masons' labourers, who can only work at their trade in summer, to be employed in the docks as extra hands during the winter, the busiest time there (24,750-8, 24,848-50, 24,853-4, 24,888-920, 24,940-7, 24,966-73).
Perfection of the preference list system (explained) required to facilitate transference from one department to another in times of departmental slackness, by means of a central dock-labour exchange in direct connection with all docks (exclusive of Tilbury, which must be dealt with separately, 24,882-7); men to apply for information on leaving work overnight (24,759-61, 24,769, 24,856-83, 24,939, 25,004-18); allowance of travelling time a matter for mutual agreement (24,948-52, 24,961-5, 24,984-5, 25,020-2); scheme is calculated on a day as it is paid (24,997).
Priority of employment is necessary, but needs safeguarding (24,762-5).
Plan would necessitate harmonious working between wharfingers and granary keepers and dock directors (24,930-3).
The scheme (which requires elaborating by a committee, of practical men, 24,939, 24,974-7, 25,004) must be introduced gradually (24,758, 24,975); as a preliminary plan groups might be formed of (1) all north-side wharves, (2) all south-side wharves, and (3) all docks (24,932-3).
Probable attitude of the employers towards the scheme which would really be to their benefit as well as to the men's (24,953-60, 24,978-82, 25,001-3, 25,019), and of the employed (24,983-8).
Proposal is to be discussed between employers and leaders of the men; no legislative interference required (25,023-30).

MR. ANDREW BALLANTYNE.

Assistant Secretary of the Amalgamated Society of Railway Servants (Scotland) since March 1890. (25,031-2, 25,035); numbers of men represented (25,357-77).
Previously 14 years in the service of the Caledonian Railway Company; details of occupations thereunder, with dates; was injured in 1885 (25,035, 25,132-4, 25,304-29).
Refuses to supply names and other means of ascertaining the truth of certain instances of working excessive hours, of falsifying returns, &c., owing to fear of victimisation by the companies of the men

concerned (25,573-82, 25,675-93, 25,832-51, 25,867-82).

THE AMALGAMATED SOCIETY OF RAILWAY SERVANTS (SCOTLAND).

In existence since 1872 (25,033).
Number of members (25,034).
Amalgamated with the Amalgamated Society of Railway Servants for England, Ireland, Scotland, and Wales (25,035).
The railways, although perhaps not recognising the Society in a matter of hours, yet will treat with it as to claims under the *Employers' Liability Act, &c.* (25,061-2).
Chief classes of servants belonging to (25,911-2).
Not at present recognised in any way by the companies (25,929-32).

THE CALEDONIAN RAILWAY COMPANY.

Rules with regard to (1) the time of notice for quitting the service to be given and received (25,035), and (2) the vacation of houses rented from the company (25,035).
Details from returns (1890) made to the Board of Trade as to numbers, with hours and amount of overtime worked, of passenger engine-drivers, guards, and firemen (25,193-4, 25,353); goods and mineral men (25,195, 25,356); signalmen (25,196); total and calculations showing increase required for a 10 hours day (25,197-200, 5,202).
Has not kept faith with respect to the agreement upon re-engagement of men after the 1890 strike; instances (25,293, 25,410-29).
Is against unionism; instance of bribing men to leave the Society (25,573-82).
Does not report correctly to the Board of Trade as to hours of working; inaccuracies may possibly be supplied by inferior officials, who falsify and alter figures supplied by the men; cases cited (25,826-35, 25,839-51).

THE NORTH BRITISH RAILWAY COMPANY.

Rules with regard to the time of notice of leaving to be given and received (25,035).
Details from returns (1890) made to the Board of Trade as to numbers, with hours and amount of overtime worked, of passenger guards, engine-drivers and firemen (25,201-2, 25,206, 25,209, 25,356); goods guards, drivers and firemen (25,207, 25,210, 25,356); signalmen (25,208, 25,211, 25,356).
Communication stating the order of re-instatement of the men, which violated the agreement made after the strike, to the secretary of the Edinburgh district (25,293-5).
Makes false returns to the Board of Trade (25,836-9).

* THE GLASGOW AND SOUTH-WESTERN RAILWAY COMPANY.

Details from returns made to the Board of Trade as to numbers, with hours and amount of overtime worked, of passenger guards, engine-drivers and firemen (25,182-3, 25,356); goods guards, engine-drivers, and firemen (25,184-7, 25,356); signalmen (25,187-9, 25,356); totals and calculations showing increase required for a 10 hours' day (25,190-2, 25,202).

THE HIGHLAND RAILWAY.

Does not report correctly to the Board of Trade as to hours worked (25,822-5, 25,840).

EMPLOYED.

Are frequently dismissed without notice and without wages; Union then takes up the matter and sues (25,035, 25,087-9).
Are not permitted by the company to also engage in any other occupation (25,126-31, 25,708).
Denial that the railway service in Scotland is popular (25,711-26, 25,883-95); complaint that during the strike the *Caledonian Company* got men from England who did not know a strike was on (25,710-9).
500 men who struck are still left out the *Caledonian*, as there are no vacancies; denial that their places are filled with efficient men (25,716, 25,720-3).
Enumeration of the classes and their proportions of men on railways (25,304-11).
Fallacy of argument that the impecunious and non-paying state of a company requires that labour should be supplied to it at a lower rate (25,920-5).

Occupation of Companies' Houses.

Unfairness of present rules with regard to notice to quit, that is, in the case of houses let according to term of service (25,035, 25,059, 25,070-5).

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No objections to conditions under which houses are let per month (25,746-53).

Rent is less than other houses could be got for; denial that the *Caledonian Company* thereby offers special advantages to its men (25,754-71).

Relations between the employed and the Caledonian Railway Company with respect to house-occupation during the strike of 1890-1.

Company took out eviction notices and evicted 15 strikers in the Motherwell district; no necessity for such a course (25,051, 25,059-60, 25,224-55, 25,465-81).

Circular issued by the company to the tenants (25,224-36).

The condition in settlement of the strike that all evicted married men should be first re-engaged was not carried out; instances detailed (25,239-44, 25,293, 25,412-29).

Rioting occurred during the evictions, but strikers were not parties thereto, and did not prevent the re-occupation of the company's houses (25,245-7, 25,470-81).

According to the rules the men on striking work practically gave notice of termination of tenancy (25,461-4).

LABOUR.

Complaint, on physical grounds and hence danger to the travelling public, of system of aggregating the hours; examination of instances cited, viz., detailed hours, and work of an engine-driver (25,588a-624); of a guard (25,625-60); of a through guard (25,661-70); and of a goods driver (25,671-93), (25,035, 25,063-6, 25,117-31, 25,583-710).

Complaint against the *North British Company* as to working of long hours and payment of short time at Alexandria; details supplied (25,296-303, 25,623).

Objection to the trip or task-work system (defined) (25,037, 25,177-9).

Hours on the *Caledonian Railway* of engine-drivers, firemen, and brakemen, with details of their work and occasional want of meal hours (25,035, 25,051-4, 25,069-90, 25,140-56, 25,267-82, 25,588a-624, 25,671-93); of guards (goods, passenger, and minerals) (25,035, 25,625-70); of yardsmen, shunters, signalmen, porters, and platelayers (25,035).

Hours of above classes on the *North British* and on the *Glasgow and South-Western* lines (25,035).

Abstract statement from return (1890) to the Board of Trade of men working 10 hours and upwards; details with regard to the *Glasgow and South-Western*, *Caledonian*, and *North British* lines justifying the strike of 1890-1 (25,035-7, 25,117, 25,180-211, 25,355-6).

System of booking off is becoming very general; is in use more especially on the *Caledonian* line; examination of details in support of this latter statement (25,088-91, 25,727-45).

WAGES.

Rates for engine-drivers, firemen, guards, yardsmen, shunters, signalmen, porters, and platelayers on the *Caledonian*, *North British*, and *Glasgow and South-Western Lines* (25,035).

Also rates for overtime and Sunday duty (25,035).

STRIKES AND DISPUTES.

Scotch Railway strike, 1890-91.

Circular sent by the Society to all Scotch Railway Companies setting forth a programme as regards hours, wages, overtime, holidays, abolition of system of trip or contract, and of system of booking off the time when men are off active duty (25,037-9, 25,261-6).

Men agreed to meet committees of directors of the companies, viz., the *North British*, the *Caledonian*, and the *Glasgow and South-Western*, but the deputations on their arrival, January 1890, were asked to meet the directors in sections, and this they refused to do (25,039, 25,110, 25,520-5); reasons for depreciation of sectional action (25,896-903).

After-victimisation of representatives by the railway companies (25,044-9, 25,529-33); instances of dismissal on the *Caledonian Railway*, viz., James Grant, passenger guard (25,039-41); James Buchan, signalman (25,041-3); and Richard Thomson, engine-driver (25,043).

Resulted in concessions in wages but not in hours, hence dissatisfaction and further negotiations (25,049); papers handed in detailing these negotiations from May to December 1890, and showing the

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universal resolve to strike (25,049-51, 25,108-11, 25,932).

The Union officials recommended certain demands, and failing a concession of these, advised striking, but the number of promised resignations reported at the first meeting being insufficient, they delayed until it was increased; Executive Committee was opposed to a strike until the unanimous desire of the men was manifest; examination of statement that majority of the men were in favour of striking (25,051, 25,212-4, 25,217-23, 25,533-71, 25,915-9).

Unsuccessful attempts at conciliation and appeals for arbitration (25,051).

Company declined arbitration on the ground that there was nothing to arbitrate upon, (25,215-6).

At the first direct overtures a settlement was made and men returned to work on the condition that deputations should be received and conferences held (25,051, 25,524).

Details of the meetings of deputations with directors, and results (25,051).

Agreements made were violated by the companies (25,051, 25,293-5).

Civil actions taken by the companies during the strike (25,051).

On the *North British* and *Caledonian* lasted six weeks, on the *Glasgow and South-Western* one week (25,051).

Improvement in hours has been great on the *Glasgow and South-Western*, and considerable on the *Caledonian*, but slight on the *North British* (25,051).

Numbers of men represented by the Union (25,357-77); numbers of those who struck (25,378-404).

Number of men re-engaged after (25,405-10).

Men gave no legal notice of their intention to strike; Executive was against such a course (25,430-7, 25,455-60); four instances of dismissal of men without notice within the last two years, but the wages in lieu thereof were paid on the application of the Union (25,437-54).

"During the strike Union Executive endeavoured to keep the men within the law," examination of this statement (25,237-8, 25,482-517).

Result of the strike was that the companies received back their own men, the men not getting what they wanted (25,513-20).

Men time after time refused to meet officials (25,519-20).

Reasons for cases of victimisation since (25,526-32).

Cost of the Union was 30,000%; inability to state loss in wages (25,926-8).

Would have been averted by meeting of companies with Union representatives (25,933).

Caledonian Railway strike of 1883.

Caused by the company totally ignoring a petition on the hours' question by the men (25,054, 25,139, 25,157-60, 25,344, 25,354).

Meeting held in the Hamilton locality passed a resolution to take an idle day (25,161-4).

Notice posted up at the Polmadie that men who had taken the idle day would be dismissed (25,165-6).

Object of mineral guards coming out was to get a 10 hours' day for goods men also (25,167-70); in 1885, however, a meeting of representatives (whom he named) was called by the manager to be informed that hours of mineral guards would be raised to 12 (25,171-6, 25,903).

Witness took a prominent part in (25,326-30).

Number of men employed in the traffic department at the time (25,331-4); number of men who struck (25,335-40).

Lasted a week—till 22nd January 1883 (25,341).

Only partially obtained its object (25,343-54).

REMEDIES PROPOSED OR ADVOCATED.

Compulsory higher rate for overtime would greatly reduce the system of working long hours at a stretch (25,035, 25,063-6, 25,117-31, 25,290-1).

To prevent strikes employers to recognise the right of the men to combine, and to treat with their representatives (25,054-9, 25,572, 25,931).

A court of arbitration composed equally of employers and employed for the reference of disputes, to be presided over by an umpire whose decisions shall be binding for a limited period (25,059, 25,081-8); the court to have access to books of the company to ascertain the rate of wages which can be paid (25,067-8, 25,852-66); if employed did not carry out decisions Union would stop their payment (25,258-60).

Legislative interference required to shorten hours of labour by establishing the 10 hours' day, which the men desire (25,059, 25,093-116, 25,132-8, 25,283-9, 25,903)

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Establishment in Scotland of a system of coroner's inquiry into accidents as in England; instances detailed to show necessity therefor (25,060); viz. :—
(a.) accident at Kinghorn, December 10th, 1891, and charge against Robert Nicholson, the driver (25,060);
(b.) death of John Rigrig, passenger shunter (Calonian), July 1889, at Dalry Junction (25,060);
(c.) fatal accident to George Moffat, goods guard, Hamilton, October 1889 (25,060-1).

Practical sub-inspectors on railways required (instances of accidents showing necessity) to carry out the 1889 *Railway Regulation Act*, and to see that hours worked are not excessive (cases of dishonest reporting to Board of Trade) (25,061, 25,292, 25,792-851).

Enginemmen to be certificated by the Board of Trade; instances showing necessity (25,061, 25,075-80, 25,784-91); companies do not give certificates of character (25,255-7).

Railway companies not to be more privileged than other property owners with regard to length of notice to a tenant (25,070-5).

Abolition of through guards (25,661-70).

Employers' Liability Act.

Requires refraining to prevent contracting out; no instance of Scotch railways doing so (25,061, 25,780-3).

Abolition of doctrine of common employment would reduce accidents (25,061).

Time of giving notice of claim requires extension; reasons (25,061, 25,772-9).

Amount of compensation not to be limited (25,061).

SIR GEORGE FINDLAY.

General manager for 20 years of the London and North-Western Railway Company, and connected with the Company for 30 years (25,934-5).

Chairman of the Committee of Managers of the Railway Association (25,944).

REPUTATIONS.

Rebutting evidence (25,978-81) giving the Company's version of certain cases cited—

(a.) By Mr. A. Clark.—

Case of dismissal of Owen Goulding at Crewe for attending a union meeting (questions 23,466-7, &c.).

Case of dismissal for unionism at Watford (questions 23,467-9).

Case of dismissals at Crewe for remonstrating against a reduction in wages (questions 23,469, &c.).

Case of dismissal of all union officials at a branch (Broad Street) in London (questions 23,729-33, 23,813-26, &c.).

(b.) By Mr. J. Clifton.—

Case of 20 porters at Birmingham fined 2s. each for being 15 minutes late (question 24,172).

That men are frequently fined for slight offences to deprive them of their annual holiday (question 24,172).

That himself was dismissed for his share in an agitation for reduction of hours by writing a letter to the superintendent (question 24,175-7, &c.).

Case of working of excessive overtime (question 24,180).

That since the Select Committee sat hours have been lengthened (questions 24,180, 24,257-70, &c.).

That contracting out of the *Employers' Liability Act* was compulsory (questions 24,321-4).

Case of Haynes' removal from a discontented agitating signalman to a station master (questions 24,333-65).

THE RAILWAY INDUSTRY OF GREAT BRITAIN.

Statistics as to capital, receipts, working expenses, wages, &c. (25,938-7).

Numbers of men directly and indirectly engaged in (25,938-9, 25,949, 25,988-91).

Number of miles of railway (25,940).

Relations of companies with men are, generally speaking, of a most satisfactory character (25,944).

Railway service is very popular (25,944).

Men enter the railway service without knowledge and have to be trained to become skilled workers (26,004).

Under certain contingencies railway companies will have to combine for their own protection (25,956, 26,045-6).

THE LONDON AND NORTH-WESTERN RAILWAY.

Owms about 2,000 miles of railway (25,940).

Authorised capital (25,941).

Gross receipts (25,942).

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Number of men employed (25,943, 25,958).

Increase of gross wages paid in 1889, 1890, and 1891 (25,955), if increase continues, i.e., if agitation continues, the public will have to pay increased fares (25,955-7, 26,042-6).

Does not cultivate a Sunday traffic (25,958), pays extra rate for Sunday work which is so proportioned as to avoid necessity of two-thirds working at all, and remaining third at the most every other Sunday (25,958-9).

Is constantly building cottages, let for a small rent, for the convenience of signalmen and platelayers; a most satisfactory arrangement for both sides (25,960, 25,982).

Leave of absence to *employés* is freely given (25,961).

Annual holidays with passes also given (25,961).

Tickets at reduced rates allowed (25,961).

These benefits are not as liberal as those on French and Continental railways, but are greater than formerly (25,961).

Clothing is given to every class, except the goods department (25,962).

Gives a bonus for good conduct and freedom from accidents to signalmen (25,963).

Endeavours to avoid long hours and to work as little overtime as possible (26,032-40).

RELIEF FUNDS.

Satisfactory relations with the men and their improved position is mainly due to fair hours and wages and the establishment of insurance and benefit societies, to which the company contributes, but which are managed by the men (25,963, 25,964); this policy has prevented the men joining trade unions (25,953).

Company had an insurance fund in 1871; benefits given (25,964).

On the passing of the *Employers' Liability Act* in 1880 the Company contracted out and increased the benefits under the insurance scheme (25,964).

Establishment in 1874 of a Provident Society to secure allowances for sickness and payment on death of a member or of his wife; Company's annual contributions to (25,965-9).

Establishment in 1883 of a Pension Fund (25,966-9).

These two societies were after a time amalgamated; statistics as to their finances, &c. (25,969, 26,068-9).

Company gives pensions to those men who were too old to join this fund (25,969).

Are managed by a committee of elected delegates of the men, the company nominating 3 out of the 15 (25,953, 25,969).

Pension fund at Crewe for the locomotive department was for some years (1883-9) prosperous, but suddenly became unpopular, and the money was distributed among the members, the foremen leaving their hands of the company for re-investment (25,970-4, 26,069); it was alleged that the fund prevented the young men joining the *Engineers and Mechanics' Society* (25,970, 25,975-6).

EMPLOYED.

Railway servants are not thoroughly represented by the *Amalgamated Society* (25,949, 25,992-9, 26,070-1); there have been cases where men dismissed by an official have been re-instated on laying the whole facts of their case before the directors (25,981, 26,051-2).

WAGES.

In London for average goods' porters are from 21s. to 23s. per week as compared with 4s. per day in Liverpool (26,003).

Statement of average rates of pay—principal grades—comparing years 1881 and 1891, handed in (26,003-4). Question of what is a fair wage for a porter (26,046-9).

STRIKES AND DISPUTES.

Have generally originated for a reduction of hours or increase of wages on the *London and North-Western Railway* (25,945).

Have been fewer in the railway industry than in any other (25,952).

In 1866, agitation gained a reduction of hours from 66 to 61 and increase of 2s. per week (25,945-6).

In 1871-2, agitation in the goods department at Liverpool obtained further reduction of hours to 57½, and further increase of 3s. per week, but finally culminated in a strike, personal interview by the manager with the men, and granting of small concessions, no trouble since (25,945-6, 26,000).

In 1872, a strike of a fortnight occurred in London a month after an increase in wages, the immediate

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cause being the dismissal of a man by the superintendent to maintain discipline, but also caused by a general dissatisfaction with wages throughout the country, men gave in and were re-engaged with a further slight increase in wages, no trouble since (25,947). *Hours* at the time were 60 per week (26,000-2). *Hours* were more in London than in Liverpool, but with same rates of wages at each place, because Lancashire men owing to their physique command a higher wage than the Midland men (26,002-3).

Agitation in 1890 by the *National Union of Dock Labourers* for increase of pay to men at Garston, a dock owned by the company, satisfactory concessions made (25,947); dismissal by the Company's Dock superintendent of men, who by their Union's orders refused to unload a non-unionist vessel "Jessie," caused a sympathetic strike, the Company engaged other men and was successful at a cost of over 5,000l. (25,947-9).

Strike of enginemen on the *Midland Railway* might have been avoided (25,953).

Scottish strikes might have been avoided with a little prudence on both sides (25,953, 26,041).

REMEDIES PROPOSED, ADVOCATED, OR OBJECTED TO.

Trades unionism in the railway service is incompatible with the maintenance of true discipline, which is the foundation of all methods to prevent strikes (25,949). Detailed objections on principle to dealing with representatives of Trades Unions, although men have the right to combine; willingness to always deal with the men directly (25,949-51, 26,005-31, 26,042). Discipline cannot be administered by a body, it must be enforced by a personal influence (25,977, 26,050). Objection to appointment of sub-inspectors on railways; question has been settled by the Select Committee (25,983-5).

Thorough satisfaction with the manner in which the Select Committee has dealt with the question of hours of railway servants; no further Parliamentary interference required (25,951, 25,955, 25,977).

Employers' Liability Act.

The *London and North-Western Company* contracted with their men out of the Act on its becoming law in 1880; this is a necessary condition of service, but the men do not object to it (25,964, 26,058-67). System of contracting out is in use on the *Lancashire and Yorkshire* and *Brighton* Railways, but is not compulsory in either (26,058). Enumeration of parliamentary re-considerations, with a view to amend, and results (25,964, 26,067). Common employment liability is practically abolished under the Act of 1880; effect of the Act upon the Company, if there was no contracting out, would be a gain of over 10,000l. a year (25,964, 26,058-66).

MR. ANGUS CAMPBELL.

Partner in a firm of solicitors at Glasgow with experience as a solicitor since 1876 (26,073, 26,074, 26,166). Member of town council and police board of Glasgow (26,073). Frequently employed in cases of trade disputes (26,075, 26,167). Has invariably personally conducted (sometimes through counsel) cases under the *Conspiracy and Protection of Property Act* (26,076-7). Concerned in prosecutions arising from the Motherwell strike-riots, October 1886 (26,073, 26,168); and in the prosecution of Mr. J. Cronin, Secretary of the *Associated Society of Millmen* (26,079). Hands in Bill of Suspension and Liberation against the Lord Advocate (26,081, 26,097). Reasons for giving evidence (26,161-8).

CONSPIRACY AND PROTECTION OF PROPERTY ACT.

Details of the case of prosecution of Mr. J. Cronin under various sub-sections of section 7, showing the elasticity of the Act and the construction read by the High Court of Justiciary in Scotland that a man may be liable to a penalty for each offence under the sub-sections, in reality the same offence, and the hardship of the consequent cumulative penalty (26,079-90). Charges under this Act could be effectually dealt with in Scotland by common law (26,087, 26,090, 26,118, 26,170-1).

Amendments required.

Prevention of the possibility of a charge in four or five alternatives with a possible conviction on any one of them (26,089-91, 26,169-71).

Suggested improvements in terms of expression in the Act (26,091-2, 26,095).

Suggested limit of penalty and cases in which alternative fines should be imposed (26,092-6, 26,118-9).

SCOTCH LAW OF ARRESTMENT.

The *North British Railway Company* abused the power of arrestment during the 1890-1 strikes, by confiscating the funds of the Union (26,099-101, 26,104-7, 26,120-6, 26,128), an action being raised against Mr. Tait and other Union officers for 20,000l. damages, for alleged seduction of the railway servants from their duty and circulation of malicious statements (26,100, 26,114, 26,129-40).

This policy was successful in its object, viz., to terminate the strike, and the claim was then abandoned (26,100, 26,109-17, 26,176-80).

Amendments required.

Details concerning the law of debtor and creditor; viz., the powers of arrestment and attachment of money, goods, and effects (26,098-108, 26,130-47, 26,172-86), showing liability to abuse (26,099, 26,127), necessity for abolition of the diligence (26,102), and for the entire repeal of the statute, by substituting power in the judge to issue a warrant upon good evidence and without notice to the defendant, but protection to be afforded against the possible use of any arrestment of funds specially set apart by Trades Unions (26,103-7, 26,128, 26,140-7).

There is no remedy of damages for wrongful arrestment (26,108).

The only means of avoiding or cancelling arrestments involves delay (26,099-100, 26,104, 26,181-6).

MR. WILLIAM FOREMAN.

Secretary for Ireland of the Amalgamated Society of Railway Servants (26,187, 26,343).

Personally dislikes strikes, but when the men decided to go out, as head of the Society, endeavoured to bring the strikes to a successful issue (26,208, 26,211).

Employed in 1867 on the *Londonderry, Seaham, and Sunderland Railway* (26,242); in 1868 transferred to the *North-Eastern*, where, with two years absence, he remained till 1886 (26,243); capacities in which employed (26,244-5).

Connected with railway working in Ireland since March 1890 (26,274-5).

Sub-editor of the "Railway Review" from May 1886 to November 1889 (26,338, 26,342).

Connected with the North-Eastern (England) hours' movement, and conferred with the managers and directors; results (26,339-41).

AMALGAMATED SOCIETY OF RAILWAY SERVANTS.

Has existed since 1872 (26,188).

Introduced into Ireland in 1885 (26,188-9).

Numbers of members and proportions to total employed in seven railways, the *Great Northern*, the *Great Southern and Western*, the *Midland Great Western*, the *Belfast and Northern Counties*, the *Belfast and County Down*, the *Waterford and Central*, and the *Lough Swilly*; methods of ascertaining returns (26,214-9, 26,246-55).

Membership was larger in 1890, but increase consisted of members who did not contribute (26,276-9).

Has no members on the *Wicklow Railway* (26,291).

A few clerks and station-masters are members (26,218, 26,303, 26,458).

Total numbers of members and of eligible railway men throughout the country (26,344-7, 25,456-61).

Classes embraced in (26,459-60).

Has increased wages and obtained payment for overtime and Sunday work by about 30,000l. a year (26,192, 26,330-1, 26,367).

Has decreased hours (26,280-1).

Recognised as representing the workmen by some lines; advantages accruing from such a recognition (26,219-20, 26,310, 26,351-8).

Only interfered with by minor officials in the matter of the men joining (26,303).

Policy has never been dictatorial towards the companies (26,359).

Hostile attitude of the Press (26,225-9).

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Unionists do not refuse to work with non-unionists (26,367-9).
Rights allowed by the Board of Trade to representatives to attend the inquiry after an accident (26,409-12).
Has no understanding as to sympathetic strikes (26,403-4).
Officers do not dictate to the men (26,220).

RECOGNITION OF THE SOCIETY BY RAILWAY COMPANIES (IRELAND) AND THEIR RESPECTIVE ATTITUDES TOWARDS IT.

Relations fair with those Companies which recognise the society and recently few complaints (except non-recognition) concerning others (26,310).

The Belfast and Northern Counties Railway.

Gave an evasive reply (full of inaccuracies) to a petition from the traffic and permanent-way men for reduced hours and revised wages, but on Dec. 23rd 1891, received a deputation, from which they excluded witness. The result was not satisfactory, and finally witness conferred with the directors and obtained a 10-hours day with extra rates for overtime and Sunday work. The men, however, have not yet gone to extreme lengths to press their demands as regards wages (26,225, 26,353).

Threatened that if men went on strike they would be evicted from their houses (26,235).

Is the best railway as regards hours (26,294).

Dismissed in June 1892 about 60 permanent-way men, but have re-instated most of them (26,388, 26,449-51).

The Waterford and Central Railway.

Has a system of running special trains, which entails long extra hours upon the men; case of dismissal of a man, O'Connor, for refusing to work a third shift (26,225, 26,413-4).
Dismissed Union representatives (26,225).

The Midland Great Western Railway.

Recognises the Society, and good feeling exists (26,225, 26,352-5).

Granted improved conditions of service in 1890 and has made many smaller concessions since (26,225).

The Great Northern Railway.

On a refusal to grant concessions the men sent in their strike notices, but the Company received a deputation including the secretary (witness) and came to a settlement, thus recognising the Society, March 1890. Union on the line is very strong, and relations since 1890 have been friendly, hence men desire to maintain good feeling. Great improvements have been made; value of the Union in upholding them (26,225).
In July 1892 suddenly dismissed half-a-dozen goods men to reduce the staff at Dublin (26,388).

The Great Southern and Western Railway.

Will not recognise the Society, hence the dissatisfaction and friction (26,225).

Instances of unfair dismissal and refusal to make reparation (26,225).

Instance of dismissal of a man named Dunne, who was two years with the Company and then failed to pass the doctor for the compulsory sick fund (26,225, 26,405-7).
Is the best paying line in Ireland and very successful (26,293-7).

Is the only line employing fog-signalmen (26,386-7).

The Londonderry and Lough Swilly Railway.

Want of a good system of working mainly caused the serious accident in June 1891 and is still unremedied (26,225); a guard, named Bonner, was dismissed for giving evidence (26,225); Union was not represented by any members at the inquiry (26,408).

Pay is very poor and hours are very long (26,225).

Instance of dismissal of a Union representative, viz., Connor (26,225).

The Waterford and Limerick Railway.

The late chairman apologised for the mistake in supposing that the secretary (witness) had brought about a strike at Limerick (26,229).

Pays low rates (26,375-7).

Is a very backward line (27,378-81).

Dublin, Wicklow, and Wexford Railway.

Dismissed Union representatives, viz., Clarke and White, (26,208, 26,225).

The North-Eastern Railway Company (England).

With some Welsh railways recognises the Society (26,352, 26,355-8).
Interlocking system in use (26,382).

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Are not many, as the traffic is rarely congested (26,200-1).

Occasioned during shunting; objections by men to the shunting pole which has in other districts minimised accidents (26,201).

Caused by improper lighting in shunting yards and exposure of signal rods and wires (26,202-3).

Need for more vigilant inspection under the *Railway Regulation Act* (which overlooks the question of working single lines, 26,201), (26,199, 26,203); instance of a collision on the *Londonderry and Lough Swilly Railway* (26,204-5, 26,225).

Picketing.

Is legal, in witness's opinion (26,229).

Case brought by the *Dublin Wicklow and Wexford Company* was dismissed (26,229).

Complaints as to unwarrantable police interference (26,229, 26,298), and to the presence of Government note-takers (26,229, 26,299-301).

EMPLOYED.

Complaint as to the arresting, with no evidence whatever, of the guard or engine-driver of the train on the occasion of any suicide or accident (26,229).

Have passed resolutions but have not yet decided upon methods of carrying out proposed reductions of hours (26,475-80).

Work of gatemen whose wages are low, and attempts made to improve their condition (26,480).

Complaint as to regulation that men shall devote themselves exclusively to the company's service, (26,337).

Men do not see the rules till they have entered the service (26,338).

Rules are frequently broken by the officials, thereby causing accidents, instance (26,338).

No cases of successful appeals to the directors on behalf of men dismissed by subordinate officials (26,343-50).
Condition of men and their families on 12s. a week (26,360-5).

Comparison of wages and responsibilities of railway men and agricultural labourers (26,370-2).

Conditions of labour, wages, &c. in Ireland compare favourably with those in England, and there is less overwork (26,329).

Work of a signalman has increased both physically and mentally with greater responsibility (26,383-7).

Question as to the popularity of the railway service in Ireland (26,442-51); mistaken ideas as to its advantages (26,304).

Instances showing that work is not permanent (26,388).

Railway men are very proficient (26,305).

LABOUR.

Hours showing prevalence of overwork for permanent-way men, (26,191, 26,396-402); enginemens, guards, shunters, goods porters, and platform men (26,191).

Hours on the *Belfast and Northern Counties* (26,225, 26,267-73); on the *Great Southern and Western* (26,293).

Although men may have four or five hours' break at a station, they are still on duty (26,397-400).

Disposition on the part of the managers when stating total working hours to deduct the time spent at terminals, but there have been no difficulties arising therefrom as to wages (26,373-4).

Holidays.

System with regard to Christmas Day and Good Friday on the *Northern Counties*, the *Midland Great Western*, the *Great Northern*, and the *Great Southern* (26,191).

Given by the *Great Northern*, the *Midland Great Western*, the *County Down*, and the *Northern Counties* (26,191).

None given by the *Great Southern* (26,191).

Church holidays allowed to permanent-way men by the *Great Southern* and *Midland Great Western* (26,191).

WAGES.

Rates of ordinary wages, of overtime, and of Sunday work, on various lines for engine-drivers and firemen (26,189-90); shunters and foremen shunters

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(26,189-91); goods porters, head porters, and foremen (26,189-90a); goods checkers (26,189); platform porters (26,189-91); juniors (26,189); signalmen (26,189, 26,191, 26,375-81); passenger guards and assistants and goods guards (26,189, 26,191); brakemen (26,189); permanent-way men and gangers (26,189, 26,191); locomotive men (26,189, 26,191); and gatemen (26,480-8).

Payment for Overtime.

When paid and rates (26,189, 26,235).
System on the *Northern Counties* (26,189, 26,191); on the *Great Southern and Western* (26,190-1, 26,282-5); on the *Great Northern* (26,191); on the *Midland Great Western* (26,191).
Overtime not recognised or paid for on the *Lough Swilly*, which is but a light railway, (26,189-90).

Bonuses.

Allowed to signalmen by the *Great Southern* for good conduct (26,191); and to locomotive men by the *Midland Great Western* for good conduct and economical working (26,191, 26,394-5).
Not a good system as it leads to competition, ill-feeling, and objectionable methods (26,191-2).
Fines for running short of oil or water are deducted from (26,393).

Allowances.

Clothing provided generally for all traffic men; details (26,192).
Free houses not provided (26,192); class of houses occupied under the company, and conditions under which held (26,415-24).
Annual passes are generally given (26,192).
No *truck* in the usual acceptance of the term (26,336).

Fines.

Are very unproportionate, and sometimes amount to pounds (26,332-3).
Are probably infringements of the *Truck Act*, but if payment was refused would cost a man his place (26,334-5).
Rules of the company do not stipulate any scale (26,335, 26,392).
Maximum known fine was 5*l.* from an engine-driver for running into buffer stops (26,369-91, 26,452-5).
Manchester, Sheffield, and Lincolnshire Company have imposed extravagant fines (26,455).
According to the rules *deductions* can be made from a man on leaving for damage to gear, &c. used by him (26,337).

Relief Funds.

Provident and sick funds are connected with most of the Irish railways (26,192).
System on the *Midland Great Western*; representation of men; statistics of subscriptions and benefits (26,192, 26,237-61, 26,306, 26,311-27); on the *Northern Counties*; representation of men (26,192, 26,257-9, 26,306); on the *Great Southern* (26,192, 26,257-8); and on the *Great Northern* (26,192, 26,257-3, 26,261).
Are unsatisfactory on account of (1) their compulsory nature (26,192, 26,195-3, 26,326-7); (2) the liability of members to be dismissed, and hence expelled from the fund (26,192-6, 26,256, 26,262-6, 26,305, 26,308, 26,326-7); (3) the proviso that the members belong to no other friendly society (26,196, 26,326); (4) the non-representation of the men on the management (26,196, 26,306-9); and (5) the absurd rules issued (26,196, 26,307).

STRIKES AND DISPUTES.

Strike in December 1889 on the Great Southern and Western Railway at Cork, obtained advanced wages, reduction of hours, and payment for overtime and Sunday work (26,207).
Strike of work-porters on the North Wall (Great Southern Company) obtained much sympathy, and some goods porters were locked out in consequence (26,212-3, 26,219).

Strike in April 1890.

Originated at Cork with the refusal of goods porters to handle goods delivered to them by imported hands (26,207-3).
Was joined by the passenger guards and signalmen, since the company had ignored their petition for amended conditions of work (26,207-8).

Affected about 1,000 men, i.e., practically all the employees (26,208).

Summons against seven signalmen for leaving work without notice and causing a block; Company paid a 10*l.* fine for the one man convicted, but recovered a much larger sum by stopping the bonus of the signalmen who had taken part in the strike (26,208).
Men resumed work at the request of Mr. Michael Davitt and the Archbishop of Dublin to relieve the distress inflicted upon the whole populace, but now regret that they did not continue holding out (26,208).
Relations with the company continued strained and antagonistic owing to the company's hostility and dismissal of men (26,208).
Cost the Society 800*l.* and was a loss of 1,000*l.* a day to the company (26,208).

Dublin, Wicklow, and Wexford Strike.

Strike in January 1890, engendering bad feeling and hostility to the Union by the company's manager, culminated in this strike (26,208).
Failed, since only 250 out of the 500 concerned came out, and were thrown upon the Society's funds, the company refusing to take back even the oldest servants (26,208, 26,286-90, 26,446-7).
Letter from witness to the chairman of the company pointing out the character of the men (with full details) engaged to take the place of the strikers, (26,208-11, 26,447-8); subsequent events and increase in accidents prove the truth of this letter (26,211-2, 26,291-2).
Cost the Society 3,000*l.* (26,219).
Charge of picketing brought by the company was dismissed (26,223).
Directors refused to meet witness or men's representatives in conference (26,229-90).

REMEDIES PROPOSED OR ADVOCATED.

All workmen to be organised and all employers to recognise and deal with men's organisations: conciliation and arbitration is only offered when men are strongly organised (26,220-4, 26,366).
Employers during a dispute when advertising for men to state that they are to take the place of strikers (26,229-35).
Fixity of tenure for a limited period to those occupying the company's houses, since in the event of a strike they are liable to be evicted (26,235-7, 26,422-41).
Legal restriction of hours of labour in all cases where the Trades Unions demand it, i.e., where the organisation is sufficient to at the same time uphold wages, or where a single grade on a railway demand it (26,237-41, 26,462-75); draft of a Bill containing regulations to be enforced by the Board of Trade on an application of a majority of the men employed by any railway company (26,238).
Provision to be made in relief funds to provide for members who may be dismissed from the company's service, or leave, e.g., a system of non-resident membership (26,262-6).
Organisation among station-masters required; instances showing necessity (26,302).
Employers' Liability Act.
Abolition of the doctrine of common employment, which is not thoroughly provided against in the Act, required (26,206).
There is no contracting out by the railway companies, but the system defeats the objects of the Act, viz., that of compelling employers to take extra precautions for the safety of the men (26,206).
Present limit of compensation to three years' wages to be extended or the clause entirely omitted (26,206).
Amended Bill introduced by Mr. Burt is satisfactory (26,206).

MR. JAMES PAISLEY.

Organising Secretary of the Amalgamated Society of Railway Servants for Scotland since March 1891, (26,489-90, 26,816-7).
Signalman for 17 years, 9½ on the *Caledonian Line*, (26,807-9); on leaving the *Caledonian*, went to the *City of Glasgow Union Railway Company* (26,810, 26,813-5).
Declines to give publicity to the names of the men referred to in instances cited, but offers them for the Commission's private use (26,492-5).
Is opposed to strikes (26,535, 26,661-3, 27,037-44).
Took a prominent part in strikes of 1883 and 1890, and

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was re-engaged after the 1883 strike (26,629-41, 26,811-5, 26,848-9).
Did not give the Company the legal 12 days' notice; reasons (26,636-41, 26,659-61, 26,731-3).
Was in an eight hours' signal box at the time of the strikes in 1883 and in 1890-1 (26,629-35).

Victimisation of Witness.

Attitude of the Caledonian Company towards him after the strike of 1883 (26,537-46).
His dismissal (26,547-8, 26,809).
Interview with the general superintendent (26,548-9).
Letter afterwards sent to the superintendent detailing the case; full text quoted (26,549, 26,820-1, 26,525-6).
Reply was received declining to interfere (26,549).
Attempts to interview the general manager only elicited from the staff clerk that he also declined to interfere (26,549, 26,887).
Certificate of character (26,549, 26,968-83, 27,035-45, 27,053-8).
Witness received a special gratuity in 1880 and has received premium money seven years in succession (26,549).
Action brought by the Union; case was undefended by the Company; one week's wages with expenses granted (26,549-50, 26,818-23, 26,886).
Is a typical case (26,799-802).
His partner in the irregularity, and a loyal man during the strike, was not dismissed (26,890-5).

THE AMALGAMATED SOCIETY OF RAILWAY SERVANTS
FOR SCOTLAND.

Was formed 1872 (26,490a, 26,519).
Object was to reduce hours (26,519); and was realised to some extent in the case of the mineral men, who were reduced to 10 (26,519).

THE CALEDONIAN RAILWAY COMPANY.

Exercises more terrorism over the men than any other Company (26,492, 26,744, 29,797-802); cases of James Grant and Richard Thomson cited (26,803-6).
Has given more concessions than the North British (28,798).

THE NORTH BRITISH RAILWAY COMPANY.

Refutation of statement made by Mr. Holmes in evidence before the Select Committee on the Hours of Railway Servants that the practice of booking off applies only to spare men and to short time men; instances showing that favouritism is shown; no cases, however, of booking off during the day (26,490b-91, 26,504-5, 26,566-74, 26,861-70).
Case of unfair dismissal of a yardman named Imrie at Parkhead (26,552-4).
Cases of retaining in the service men, viz., Ketchen, Rowntree, and Doig, who had remained with the Company during strikes, but had since served terms of imprisonment for criminal offences, or for carelessness leading to accidents (26,554-5, 26,827-37).

THE GLASGOW AND SOUTH-WESTERN RAILWAY COMPANY.

Has granted more concessions to the men and met their wishes more than any other line (26,798).
Has the best conditions of service in Scotland (26,798).

EMPLOYED.

Signalmen on the North British Railway are dissatisfied (26,791, 26,797-8); their duties (26,517).
Occupy houses belonging to the Company at a cheaper rate, but do not consider it an advantage (26,586-60), 26,895-900).
Question of popularity of the railway service (26,613-28).
Railway work is steady (26,764).
Have a general feeling of liability to victimisation (26,764-7).
Number of porters who struck, showing the small proportion to the total number, apparently contradicting the statement that they are dissatisfied (26,766-91).
Number of signalmen on the Caledonian who struck in 1890 was comparatively very small (26,791-8).
Complain of favouritism in promotion at Dunfermline (26,871-7).
Complaints against the Select Committee.—(1) victimisation will ensue (26,585, 26,953-5, 26,957); (2) no recommendation for a legal 10 hours' day was made (26,955-8).

LABOUR.

Detailed case of long hours at Cowlares locomotive station (North British), and complaint that, in this

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department men are frequently paid short through the booking off system (26,490b-1).
Statistics of hours worked on the North British Railway showing excessive continuity of work by passenger and goods guards, engine drivers, and firemen, with (in some cases) details of the work:—

- (1.) Sighthill District (26,491); cases of trains cited, viz.:—
 - (a.) Sighthill and Milngavie goods train,
 - (b.) Cowlares and Larchert train,
 - (c.) Hamilton goods train,
 - (d.) Sighthill and Balloch and Whifflet train,
 - (e.) Sighthill and Hamilton goods train,
 - (f.) Sighthill and Perth express goods train,
 - (g.) Sighthill and Kilbowie train,
 - (h.) Sighthill and Berwick train.
- (2.) Kipps District (26,491); cases of trains cited, viz.:—
 - (a.) Kipps and Bo'ness train;
 - (b.) Kipps and Clydebank goods train.
- (3.) Bathgate District (26,491); cases of trains cited, viz.:—
 - (a.) Bathgate and Ratho goods train,
 - (b.) Bathgate and Reston goods train.
- (4.) Mineral trains, viz., Steelend, Charlestown, Lochore, and Kelty (26,491).
- (5.) Burntisland and trip mineral trains (26,491).
- (6.) Case cited of a driver working nearly 24 hours through having to conduct a strange driver (26,491).
- (7.) Dunfermline District (26,491); cases of trains cited, viz.:—
 - (a.) Passenger Dunfermline and Dundee,
 - (b.) Passenger Dunfermline and Glasgow.
- (8.) Inverkeithing Pilot Single (26,491).
- (9.) Dunfermline District; cases cited in July and August 1892 (26,494-505, 26,517-8, 26,556-65).
- (10.) Burntisland District (26,505-8).
- (11.) Thornton District, case of excessive hours worked by signalmen (26,505-11).
- (12.) Thornton and Glasgow passenger train (26,511).
- (13.) Mineral train on the Buckhaven Branch (26,511).
- (14.) Stirling District; cases of trains cited, viz.:—
 - (a.) Stirling and Ladybank local goods train (26,511).
 - (b.) Stirling, Balloch, Forth, and Clyde passenger train (26,511-2).
 - (c.) Stirling and Lumphinnens local goods train (26,512).
 - (d.) Alva, Alloa, and Tillicoultry local goods train (26,512).
 - (e.) Passenger trains, Stirling, and Dunfermline Lower, and Stirling and Thornton (26,512-7).

Hours worked on the Caledonian Railway by goods men, mineral men, passenger and goods pilot men in (1) Stirling district (26,519); (2) Perth district (26,520); (3) Dundee district (26,520); (4) St. Rollox district (26,520); (5) Motherwell district (26,520); and (6) Glasgow South Side (26,520).
Most surfacemen on Saturday leave at 4 o'clock on the North British, but at six on the Caledonian (26,606).

WAGES.

Rates paid under the North British Railway to drivers and firemen on the Thornton and Glasgow passenger train (26,511); to relief drivers and firemen (26,511); to lampmen and to porters at Queen Street station; details of allowances, viz., tips, clothes, houses at reduced rates, &c. (26,517, 26,575-601, 26,744); to porters at roadside stations (26,517).
Instances at Dunfermline of pay short of the full fortnight's wages by the North British (26,491).
Rates under the Caledonian Company in 1883 in many cases were far below the average rate of the country and the rates in other trades (26,519, 26,602-4).
Rates to surfacemen on the Caledonian (26,605-6, 26,744-6); on the North British (26,606).
Surfacemen, whose occupation is in reality a skilled one, are underpaid (26,605-12, 26,758).
Rates, with allowances, viz., clothing, travelling privileges, tips, savings' bank, &c., to porters on the Caledonian (26,747-64).
The low rates paid by the companies necessitate the tip system (26,578, 26,749, 26,760).
Overtime is paid for in Dunfermline locality (26,878-9).
Sunday duty of the running traffic is paid for at the rate of time and a half (26,958-60).
Case of a signalman at Laurencekirk turning out four times on Sundays for 1s. (26,961-7, 27,099-102).

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Caledonian Strike in 1883.

Agitation by Society for reduction of hours to nine prevailed for three years previous to (26,519). Companies were entirely to blame, as they ignored all appeals and refused to meet the men's representatives (26,519, 26,535, 26,538-40, 26,545-7). Representatives (68) of men held a meeting and issued petition sheets for the men to sign, these the company declined to receive except through the heads of departments (26,519-20). A letter was sent (Dec. 17th, 1882) to the locomotive men by Mr. Drummond, the superintendent, conveying the refusal of the directors to either entertain the petition or receive a deputation (26,520-33, 26,541-4). Details of experience of long hours given by the men at a mass meeting, not attended by witness (26,524), at which it was decided to take an idle day on Jan. 15th, 1883, if no reply was received from the company (26,533-5). Case of temporary victimisation in consequence of speaking of personal long hours at this meeting (26,539). No reply having been received strike commenced January 15th, 1883, and the men returned to work on the sixth day on the condition that the Company should receive a deputation to thresh out grievances (26,538-5, 26,615-7, 26,627). Shortly after the hours of mineral men were raised from 10 to 12 (26,539). Men were all as far as possible re-engaged (26,537-46, 26,619-26). Circular issued January 22nd, 1883, by the manager, requesting men to refrain from using taunts to the returned strikers (26,537, 26,970-8, 27,046-58). Wages improved shortly after (26,614). Would not have occurred had the Company met the men (26,626, 26,628). The Executive did not approve of striking (26,850-3). Company refused arbitration on the ground that there was nothing to arbitrate upon (26,854-7). The Executive carried out the Society's rules (1) made application to be heard as a representative body; (2) offered arbitration; and (3) finally took measures for a strike (26,858-60).

Scotch strike of 1890-1.

Caused by failure of the 1883 strike (26,533-5). Lasted six weeks (26,533-5). Men made a settlement on the Company proposing certain concessions and returned to work (26,533). Spirit of agreement was totally violated by the Company (26,533-5, 26,870, 26,930-6). Prominent part taken by witness in (26,629-41). At about 38 meetings held in the country on Sunday December 14th, although some were averse to the strike, the majority were in favour of it; large majority in favour at the Glasgow meeting (26,642-59, 26,713-26). No notice of leaving given by the men, their intention to strike being so public; examination of the reasonableness of this excuse (26,659, 26,690-3, 26,702-33, 26,938-43). Company had refused to consider the men's grievances (26,693-4). Company offered to receive the men in deputation, but on meeting them desired sectional discussions which the men refused (26,695-701, 26,945-52). The number of men (4,173) who had given power to the secretary to lodge their resignations was considered too small by the Executive, (26,706-22, 26,937). No test cases by the Company for breaches of contract either in Edinburgh or Fife locality (26,901-4). Negotiations made by disinterested gentlemen to terminate (26,905-8). Strained relations between the companies and the men on strike as exemplified in the friction between their respective pickets, but leaders of the strike invariably counselled moderation and respect for law; examination of latter statement (26,909-24, 27,059-85). Settled on the *North British* the evening previous to the settlement on the *Caledonian* (26,925-9). *Caledonian* Company's manager promised preference in the re-engagement to the married men (26,938-31). Denunciation of the policy of the Motherwell evictions; witness fails to see that 12 days' notice to quit was sufficient, although he considers that no notice from

the men to the Company was necessary before striking (27,086-98). Company had the power to avert (27,098).

REMEDIES PROPOSED OR ADVOCATED.

Legislative interference to restrict hours to 10 in railway employment is necessary, because organisation has failed to obtain it; provision to be made for special contingencies (26,585, 26,663, 26,666-71, 26,734, 26,743, 26,944, 26,964-27,007). State Boards of Arbitration to settle wages questions, disputes, &c. advocated; and to be composed equally of employers and employed, and presided over by an umpire, not selected by the State, with power to enforce his decision (26,535-6, 26,604-6, 26,670-90, 26,735-43, 26,868-94, 26,945, 27,007-21). Practical men to be appointed at stations to avoid delays, &c.; at present inefficient men are often placed in positions of responsibility (26,990-2, 27,022-35).

Mr. JOHN CONACHER, Mr. MATTHEW HOLMES, and Mr. JAMES McLAREN.

(The evidence of these witnesses, with the exception of one remark by Mr. Holmes (27,172-3), was given by Mr. John Conacher; hence the whole of the analysis appears under his name.)

Mr. CONACHER.

Has been general manager of the North British Railway for a year (27,103-4). Mr. McLaren is general superintendent (27,129), and Mr. Holmes is locomotive superintendent (27,129).

REPUTATIONS.

(a.) Of statements by Mr. Andrew Ballantyne.

That (question 25,297) the *Alexandria* men complain that while they work long hours they receive short pay: explanation of systems formerly worked and now worked by a portion of the staff at Balloch (27,129).

As to (questions 25,836-8) alleged falsification of books at *Dunfermline*; explanation of reason for altering a signed time of leaving from 8.10 p.m. to 8 p.m.; statement by Mr. David Wishart, the fireman whose signing was altered (27,170).

As to (questions 25,877-82) alleged persecution of men not being witnesses who have given information; company knows of no cases except that of D. Wishart, who was discovered making extracts from the Company's time books, but has not suffered (27,175).

As to (questions 25,760-4a) workmen's houses; necessity for providing houses; witness has received requests from 68 servants of the Company to build houses for them (27,175).

As to (questions 25,060-1) fatal accident to *G. Moffat*, goods guard, at *Hamilton*, November 16th, 1889; matter was carefully investigated; report from the district goods manager at Coatbridge, giving full details (27,175-6).

Facts refuting statements (question 25,051) as to negotiations between the Company and their men during the strike of 1890-91.

In December 1889 the directors offered to meet deputations from the various grades of the staff on January 8th, 1890: some of the grades declined unless all the delegates (about 60) were received in a body (27,106-8).

Similar offer, for a meeting on November 15th, 1890, was made in a circular issued by Mr. Walker, but obtained no response (27,108).

Strike commenced on December 22nd, 1890, without notice (27,108-9).

Memorandum drawn up by Mr. Walker and Councillors from Dundee on December 27th, to which (it was reported) the men on strike at Dundee agreed (27,109-11).

Offer repeated in a letter dated January 16th, 1891 (27,111).

A meeting, however, did not take place till January 29th; a memorandum in terms identical with the offer on December 27th was agreed to (27,111); conference thereby arranged for took place February 18th, and result was published in circulars issued to the staff March 16th and June 1st, 1891 (27,111).

Facts refuting alleged slowness of improvement in hours of duty (question 25,051).

Table comparing hours of duty of engine drivers and firemen and goods guards during September 1892

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with corresponding information in returns to Board of Trade since 1886, shows a very marked improvement (27,111-23, 27,180-4).

A re-arrangement of the train service is going on (27,111, 27,123).

Delays are due to detention of trains at foreign junctions: statistics of such detentions occurring during the period embraced by the evidence of Messrs. Ballantyne and Paisley (27,123-9).

Additional mileage is being run (27,123).

50 engines have been added to stock; extra sidings and relief lines are being constructed; inability to estimate expense of these (27,123, 27,177-9).

(b.) Of statements by Mr. Paisley.

Complaint against Dunfermline foreman (questions 26,872-7) is explained in the details of the question of promotion (*see below*), (27,170).

With regard to the *booking-off system* (questions 26,490b-1, 26,504-5, 26,566-74, 26,861-70); system of booking-off before the return journey is only adopted in the case of enginemen on excursion or special trains, 2s. lodging money being also allowed (27,170-3); instances of such trains cited and totals of cases (27,170).

As to (questions 26,552-4, 26,829-37) alleged *vindictive action by the Company towards men who had been on strike and partially shown to those who remained on duty*: details of the case of yardsman Imrie dismissed for permitting drunkenness (27,173); details of the cases of Ketchen and of Rowntree, firemen, still in the service (27,173), and of Doig, a driver, dismissed May 17th, 1892, for misconduct (27,173-5).

As to (question 26,517) *payment to porters and lampmen at Queen Street Station*; details of the staff cleaning lamps and of porters (27,158).

As to (question 26,517) *wages of porters at roadside stations*; list of applicants for posts is always large (27,158-60).

As to (question 26,490b) *hours worked by engine-drivers and firemen at Cowhairs*; time mentioned are believed to refer to Adam Henderson, who has since been reduced for loitering and for leaving his engine; hours of work are overstated and average less than 12 per day (27,129); complaint as to short pay does not refer to this case (27,130-4).

As to *payment of short wages*; dates given are those on which many trains were suspended owing to lightness of mineral traffic (27,147-53); overtime is only reckoned over 72 hours per week; this system is contracted by the trip system (27,149-53); favouritism is not a part of the system (27,154); facts of Hutton's case (27,153).

Explanations of cases cited (questions 26,491, 26,503-17).

(Cases (1) to (8) are all cited in question 26,491.)

(1.) *Sighthill District* (27,134):

- (a.) *Sighthill and Milngavie goods train*,—unusual delay owing to accident;
- (b.) *Cowhairs and Tarbert train*,—unusual delay owing to accident;
- (c.) *Hamilton goods train*,—snow and fog;
- (d.) *Sighthill and Balloch and Whifflet train*,—snow and fog;
- (e.) *Sighthill and Hamilton goods train*,—delayed by accidents;
- (f.) *Sighthill and Perth express goods train*,—engine breakdowns and snow;
- (g.) *Sighthill and Kilbowie train*,—snow and accident to a Caledonian goods train;
- (h.) *Sighthill and Berwick train*,—late arrival of the North-Eastern Company's through goods train; Sighthill is a very congested district, and very subject to fog (27,135); improvements are going on (27,136).

(2.) *Kipps District*,—colliers taking holidays; additional supplies of coal being pressed for by manufacturers, shippers, and gas companies; dense fogs prevailing (27,136) *.

- (a.) *Kipps and Bo'ness goods train* (27,136-42);
- (b.) *Kipps and Clydebank goods train* (27,142).

(3.) *Bathgate District* (27,142):

- (a.) *Bathgate and Batho goods train*;
- (b.) *Bathgate and Beston goods train*.

Details of times for week ending 6th August 1892 of Bathgate and Kipps districts.

Explanation of statement that *short payment to Bathgate men is made in summer* (27,142).

Summary of time worked by Bathgate firemen and pay, with sick and other leave in the fortnights

ending 9th December 1891 and 17th August 1892 (27,142).

- (4.) *Mineral trains on the Stoelend, Charlestown, Lochore, and Kelly branches*,—influenza (27,142).
- (5.) *Burntisland and trip mineral trains*,—employed in conveyance of coal for shipment, and therefore necessarily irregular; precautions have been made and will further be made to reduce the risk of irregularity this coming winter; statement of booked times (27,142).
- (6.) Actual facts of case cited of an engine-driver, H. Buchanan, working nearly 24 hours; no man suffers for objecting to work overtime (27,142-7).
- (7.) *Dunfermline District* (27,154):
 - (a.) *passenger Dunfermline and Dundee*,—facts detailed;
 - (b.) *passenger Dunfermline and Glasgow*,—facts detailed.
- (8.) *Inverkeithing Pilot Single*,—facts detailed (27,154).
- (9.) *Dunfermline District* (questions 26,503-6),—full details of cases in July and August cited (27,154-5).
- (10.) *Burntisland District* (questions 26,505-6),—facts detailed (27,155).
- (11.) *Thornton District* (questions 26,506-11),—facts with regard to case cited of a train, presumably the Thornton and Alloa (27,155).
- (12.) *Thornton and Glasgow passenger train* (question 26,511),—since double-shifted (27,155).
- (13.) *Mineral train on the Buchhaven branch* (question 26,511),—experimental train (27,155).
- (14.) *Stirling District* (questions 26,511-2):
 - (a.) *Stirling and Ladybank local goods train* (question 26,511),—single line; not yet practicable to alter working, having regard to the traffic; worst period cited (27,155-6);
 - (b.) *Stirling, Balloch, Forth, and Clyde passenger train* (questions 26,511-2),—now double-shifted (27,156);
 - (c.) *Stirling and Lumphinnans local goods train* (question 26,512),—booked time has been lengthened; heavy traffic (27,156);
 - (d.) *Alva, Alloa, and Tillicoultry local goods train* (question 26,512),—re-arrangement has been made (27,156);
 - (e.) *passenger trains, Stirling and Dunfermline Lower, and Stirling and Thornton* (questions 26,512-7),—booked time now decreased (27,156-8).
- (c.) Of statements by Mr. Andrew Ballantyne and Mr. Paisley.

As to (questions 26,031, 26,293-5, 26,533, 26,871-7) alleged *violation by Company of agreement with strikers*; details of a case of promotion by a foreman of a man who had been on strike which was reversed by the superintendent in favour of a man who had remained loyal and was considered to have the prior claim; subsequent action and satisfaction of the men (27,160-70); appeals against a foreman's decision can be made first to the locomotive superintendent, then to witness, and finally to the Board (27,169-70); table showing the total number of promotions which have taken place amongst the enginemen since the strike of 30th September 1892 (27,169-70).

Mr. FREDERICK DAWSON.

General manager of the Londonderry and Lough Swilly Railway Company for last nine years (27,185-7).
Wishes to refer to evidence by Mr. Foreman (27,187).

REPUTATIONS (of statements by Mr. Foreman).

That (question 26,189) the *Lough Swilly Railway recognises and pays no overtime*; overtime is paid at the ordinary rate when it arises; statement for the fortnight ending July 2nd, 1892, showing per-centage of overtime paid (27,188-90, 27,236-8).

Case of a collision in June 1891 (questions 26,204-5, 26,225); details given showing that the accident was caused by the disobedience of a driver and guard (27,202-4); extract from Major Hutchinson's report of it (27,205-6).

Statement that (question 26,225) *the line is worked without staff, brakes, or cabins* is not true (27,207); details of system of working, which have not required alteration through the *Regulation of Railways Act*, and are in accordance with Board of Trade instructions; alterations, of which Mr. Foreman knows, have been made since the accident (1891), (27,208-10).
That (question 26,225) *Bonner was dismissed for giving evidence about the accident*; he was dismissed eight months after the accident for dishonesty, breaking the Company's rule 60 (27,211-4, 27,220).

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That (question 26,225) Connor was dismissed for unionism; dismissal was for agitating to work up a strike and neglecting his work (27,214-20).

LOUGH SWILLY RAILWAY.

A small light railway, 14½ miles long (27,188, 27,198). Is not connected with any other railway (27,189). Pays drivers, firemen, and guards a full day's pay for Sunday, although only out for a few hours (27,190). Comparison of wages with those paid in the neighbourhood, which are from 10 to 50 per cent. lower (27,191-7, 27,247-51). Gives uniform costing 2l. for nominal charge of 13s. at rate of 3d. per week (27,195). Pays drivers, per day, 5s. 6d., firemen, 3s., and guards, 3s. 4d. and 2s. 11d., rates which compare favourably with other light railways (which pay lower wages than other railways owing to their light duties, 27,200-1) in Ireland (27,198, 27,239-44); porters average 13s. 6d. (27,195, 27,239, 27,242). Has had no trouble with the men (27,199); two years ago during agitation on other lines a movement among the surface men collapsed (27,199). The Board will not employ members of the Amalgamated Society of Railway Servants in Ireland, and consider it their duty to protect their employees against such societies (27,215, 27,220, 27,225-32, 27,244-7, 27,252-60). Being small has to compete with cartage by road (27,221). Passenger fares are less than those on other Irish railways, hence impossibility of paying higher wages, since wages are naturally governed by the rates of the district (27,221-4, 27,248). Has great difficulty to pay a dividend (27,224). Working hours of locomotive men (27,233-4); of porters (27,235).

MR. ROBERT GEORGE COLHOUN.

Traffic manager of the Great Southern and Western Railway of Ireland (27,261). Wishes to refer to evidence by Mr. Foreman (27,262, 27,306). Does not object to men belonging to the Society if they do not obtrude it in an offensive way (27,304-5).

REPUTATIONS (of statements by Mr. Foreman).

Wages quoted (question 26,189) give the impression of a lower average than is actually the case, since numbers of men earning such wages are not stated (27,263). Hours of duty quoted (question 26,191) are misleading, since number working high hours is very small (27,263). The number of references to Lough Swilly Railway (question 26,191), which is a small line with a mileage of 14½ miles, and, therefore, not typical of the larger railways, is a misleading fact (27,264). That the Amalgamated Society has been the means of bettering the condition as to hours and wages of the Company's employees (questions 26,192, 26,367); general advance in wages (the result of a justifiable strike) was given in December 1889, before Society became powerful, and has not since been altered (27,264-6, 27,301-9). As to (questions 26,207-8) the strikes in April 1890 and in June 1891; details given; Company deny that there was any question of the Society or as to hours or wages in the origin of the disputes (27,266-9, 27,383-5). Account (question 26,208) of what took place at the meeting with Mr. Michael Davitt and the Archbishop of Dublin is incorrect (27,273-4, 27,285). Denial that men have been dismissed for belonging to the Amalgamated Society; Society has persecuted men and shown great intolerance; extract from a speech by Mr. Foreman in proof (27,275). As to (questions 26,192-8) sick funds being compulsory, lacking representation of men in the management, and not benefiting members leaving the service; the first fund, a friendly society, was managed by a committee of the men, became insolvent in 1882 and broke up; Company then, August 1882, started a new fund managed by the directors; compulsory membership after a time was found necessary and forms one of the conditions of employment (27,296); Company's yearly contribution is 300l., and this is supplemented by fines from the staff, &c. (27,277-8). Statement (question 26,196) as to bad management of the funds is quite inaccurate (27,277).

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As to (question 26,193) grievances of dismissal of old servants who then get no benefits from the fund; Company sees no reason why the working of the fund should be complicated for their benefit (27,277-8). Statements (question 26,332) as to the infliction of fines are untrue as regards this Company; statistics in proof (27,278). With regard to (question 26,208) alleged stoppages of bonus of signalmen who had taken part in the strike; bonuses were lost owing to their lack of good conduct for that half-year (27,279-82). That (question 26,220) conciliation or arbitration is only offered when the men have a strong organisation; details of advance made December 1889 prove the incorrectness of this statement (27,282). With regard to (question 26,225) dismissal of Dunne; details of the case, the man being a temporary porter (27,282). Statement (question 26,337) that companies require the exclusive service of their men but do not guarantee a week's wage is incorrect (27,282).

GREAT SOUTHERN AND WESTERN RAILWAY.

Objects to deal with the Amalgamated Society of Railway Servants (case of P. Kelly cited, 27,269-72, 27,286-94), but is always willing to treat with the men themselves (27,285). Conditions obtaining in the Company's service; the only means of preventing strikes that witness has to suggest (27,285). Full information as to hours of labour will be found in the evidence given by witness before the Select Committee on Hours of Railway Servants (27,285). Allows overtime, if worked, but discourages it (27,285). Rule is against their servants receiving payment from societies or other companies (27,290). Relations with men are now most friendly (27,295). Has no superannuation fund for the men, but pensions of old servants (27,283, 27,297-300). Officers and also engine-men and firemen have superannuation funds (27,296-7).

MR. EDWARD WILLIAM MAUNSELL.

Secretary of the Dublin, Wicklow, and Wexford Railway Company (27,307). Wishes to refer to evidence of Mr. Foreman (27,308).

REPUTATIONS (of statements by Mr. Foreman).

As to (question 26,192) friendly societies; the Company has a friendly society and contributes 100l. a year, and amount obtained from fines and sale of lost property (27,309); fund is managed by the men's committees, therefore Company is not responsible for its solvency (27,309, 27,311-2); money is returned to members leaving the service (27,309-10); items of balance sheet (handed in) for 1891 (27,309, 27,313). As to (question 26,208) suppression of letters to the Board on paper headed "Amalgamated Society of Railway Servants"; the members of the Board as individuals saw the letters and decided not to recognise the Society officially (27,313-19); letter (handed in) from Mr. Foreman to Sir Richard Martin, the chairman (27,320-3); Board is always willing to receive the men and to consider their grievances (27,314, 27,320, 27,334). As to (questions 26,208-11, 26,447-8) letter from Mr. Foreman impugning the characters of the men engaged after the strike; cases cited not known to witness (27,325-32). As to (questions 26,312, 26,291-2) increase of accidents owing to employment of inexperienced hands; Board of Trade returns refute this statement (27,332-3, 27,356-8). That (question 26,320) officers of the Society do not dictate to the men; their inflammatory speeches are tantamount to dictation (27,333).
The Dublin, Wicklow, and Wexford Strike.
The 250 men who were induced to strike were the worst of the staff, and, on finding that strike pay was not forthcoming, desired re-engagement; directors would not accept them, and applications were two per vacancy (27,335). Picketing was employed and men were terrorised (27,334, 27,343). Was caused by dismissal of Clarke, a local secretary of the society, and White, an agitator (defined, 27,346), (questions 26,208, 26,225); which was for insolence (27,323-5, 27,345-7, 27,355). Mr. Foreman was well aware of (27,348-9).

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COMPANY.

Will not be dictated to or interfered with by paid agitators (27,314, 27,319, 27,323, 27,325, 27,334, 27,336). Objects to its men receiving payment for acting as officials of a society and using the Company's time (27,315-9).
Has no rule providing against taking other employment (27,338-42), but would object to a servant doing so (27,350-5).
Does not object to men combining if the unions do not interfere between the Company and their servants (27,334-7).
Relations with men are now and naturally excellent and peaceful (27,334, 27,359).

Mr. WALTER JAMES HARRISON.

Canvasser on the Midland Railway (27,360-1).
Wishes to give evidence concerning the superannuation fund (27,362).
Represents his own opinion solely; objection to representing a combination of the men (27,411-2).
Suggests the establishment of a fund, controlled entirely by Government, to which the employed should, if necessary, be compelled to contribute (27,456-60).

THE MIDLAND RAILWAY SUPERANNUATION FUND.

Object is to provide superannuation and retiring allowances for the clerks and salaried officers, but does not embrace the workmen (27,363, 27,366-8, 27,414, 27,462).
May be considered a sick fund only in the sense that after 10 years' membership a sum is allowed for utter incapacity through illness (27,364, 27,462).
Is managed by a committee of six, three appointed by the members and three by the directors (27,365), the latter having four votes and the power of management (27,408, 27,436-7); grievance with regard to the election of committee men; impossibility of getting elected men who agree with witness's opinion (27,405, 27,409-10).
Number of members (27,369).
Condition of the fund (27,370); to prevent insolvency a change was made by which through an increased scale of contributions (voluntary, 27,431-2) men over 28 were admitted; this, in witness's opinion, is illegal and violates two sections (cited) of the *Midland Railway Additional Powers Act* (27,370-97, 27,431-5, 27,463-6), hence charge that the Company since 1885 has not, according to section 88, contributed a sum equal to the members' contributions (27,378-92, 27,466); letters to witness from the committee, which holds a different opinion as to the illegality, and courses open to witness in the matter (27,398-404).
Grievance that any member dismissed (or retiring to avoid such dismissal) for dishonesty, &c., has to forfeit all contributions and lose all benefits; this exceeds the maximum punishment under the *common law* (27,414-6).
Grievance that on a member resigning or having his services dispensed with, he obtains only his own contributions instead of his own with interest and the Company's contribution (27,413, 27,417-23).
Grievance that on the death of a member his family receives only his own and the Company's contribution without interest (27,424).
Objection to the principle on which the fund is based, viz., control by employers of the workmen's money (27,425-6, 27,436-7).
Objection would be removed if fund was voluntary (27,430).
Contributions by the staff are compulsory; one of conditions of employment (27,427-9).
Opinion that the contribution by the Company is the men's right and is in reality their contribution (27,436-7, 27,483).
Three actuaries are appointed, the directors', the workmen's, and one appointed by the other two (27,438), suggestion that the Registrar of Friendly Societies shall appoint the third actuary (27,438-41).
Members have no powers to get any points on the agenda for discussion at the meetings; difficulties of getting redress (27,441-4, 27,466).
Results in reducing the wages of the poorer-paid members; statistics quoted in proof; question of effect on this subject of the better education (27,445-55, 27,467-88).
Does not touch the *Employers' Liability Act* at all (27,461).

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Mr. ALEXANDER GOODLET, Mr. THOMAS BALLANTYNE, Mr. JAMES MUDLE, Mr. WILLIAM MELROSE, and Mr. CHARLES FOX.

(These five witnesses were examined together. As far as possible the statements in this analysis have been attributed to the witness actually giving the evidence, but in a few instances, to avoid repetition and to prevent obscurity, this rule may have been slightly violated.)

Mr. GOODLET.

Entered the Caledonian Railway Company service in October 1867 as engine-cleaner, and has passed through all grades, being now a main-line passenger driver (27,489-91).
From 1872-1890 was a member of the *Amalgamated Society of Railway Servants*, but left at time of 1890 strike and remained loyal to the Company; objections to the Society's action (27,492-6, 27,663-5).
Was quite satisfied with the Company's treatment of their servants (27,497-500).
Objects to strikes (27,571).
Represents majority of Caledonian servants, strikers and non-strikers; asked leave (on receiving a hint from a locomotive foreman, 27,793-807) to give evidence, and offers evidence to vindicate his character (27,501-3, 27,703-8, 27,797).

LABOUR.

Men desire a 10-hour day, but prefer to get it by dealing with the Company than by legal enactment, men now see that they were wrong in refusing to approach the directors in grades (27,509-16).

WAGES.

Refutation of statement that the *Company pays per hour*; men are paid per week of 72 hours, and always receive a full week's pay (27,517-25, 27,699-700).
Firemen receive from 18s. to 24s. and 26s. by the extra shift under the contract system (27,526).
Drivers from 27s. to 42s., with extra shift (27,527-8).
Sunday work is paid time and a half (27,529).

Bonuses.

5l. premium to drivers, and 3l. to firemen if no accidents during the year (27,530-4).
Privilege tickets (explained) also given (27,535-9).
Drivers receive jackets every two years (27,540).
Fees are paid for those wishing to be taught ambulance work, instance of the value of this (27,540-1).
Company has built halls and reading rooms (27,542).

STRIKES.

Strikes of 1883 was caused by the treatment by a new superintendent, no blame to be attached to the Company (27,543).

Strike in 1890.

Was not blamable to the Company (27,548).
The strikers, being a minority, violated the Society's rules (27,549-57).
Was brought about by picketing (explained), but no violence was used (27,553, 27,558-66, 27,618-53, 27,697-8).
Witness blames the executive for (27,680-90).
Men are to blame if they have not received a post from the Company since the strike (27,701-2).

REMEDIES PROPOSED OR OBJECTED TO.

Government protection required against the system of persuading men to strike, i.e., against picketing (27,567-70, 27,658, 27,691-8).
No outside interference required in disputes or reduction of hours; discussion between employers and employed is the best method (27,572-3, 27,727-33).
Objection to Government or legal interference in the conditions of service under the Caledonian Railway Company, which would mean a reduction of wages (27,564-16, 27,726).

Mr. BALLANTYNE.

Has been in the service of the Caledonian Railway Company since 1875 (27,574), entered as a passenger porter and is now a passenger pilot driver (27,575-6, 27,754-6).
Average hours (27,752-4).
Took part in the strike of 1883 (27,576), and in strike of 1890 (27,577, 27,580).

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In 1891 was re-instated as passenger fireman at a reduced rate, and in 1892 promoted to relief driver, and then passenger driver (27,577-9, 27,581-2).
From 1878 to 1892 was member of *Amalgamated Society of Railway Servants* (27,563); withdrew on its amalgamation with the English Society (27,584-5).
Has no complaint of the Company's conduct since the strike (27,586).
Agrees with statements of Mr. Goodlet (27,587-90).
Asked leave to give evidence (27,707-8, 27,809, 27,812).

REMEDIES ADVOCATED OR OBJECTED TO.

Question of how far witness dissents from Mr. Goodlet's opinion as to Government interference with hours and reduction in wages (27,516, 27,734-6).
Objection to a 10-hour day, which would be very disadvantageous to the men besides reducing wages (27,737-51).

MR. MUDLE.

Entered the service of the Scottish North-Eastern Railway Company in 1862, and has served in all grades (27,591-2).
Is now a mineral driver; was reduced owing to going on strike in 1890 (27,594-6, 27,757).
No complaint against the Company's conduct since (27,597, 27,670-1).
Agrees with evidence of Mr. Goodlet (27,598-9).
Was a member of the *Amalgamated Society of Railway Servants* for a year previous to the strike (27,600), is not a member still, is disgusted with the action of the officials and mis-spending of the funds and mutual giving of appointments; case of Mr. Paisley cited (27,601-7, 27,685, 27,710-25).
Objection to amalgamation with the English Society (27,674-9).
Left his work during the strike owing to strong moral persuasion by pickets (27,608-9, 27,613), was on a link of work at the time with an average 132 hours per fortnight (27,610-1).
During summer as passenger driver averaged 122 to 128 hours per fortnight (13 days) at 7s. per day (27,612).
Has never been short paid (27,614).
Does not want a hard and fast rule as to hours, and in this represents opinion of his mates (27,615-9).
Asked leave to give evidence to correct erroneous statements (27,707-9, 27,806, 27,811).
Experience of hours on duty, which, in exceptional cases, have been 16, but never more (27,758-70).
Is paid overtime above 72 hours (27,770).

MR. MELROSE.

Has been 16 years in the service of the Caledonian Railway Company; signalman for 13 years in all classes of signal boxes; now relief signalman (27,622-6).
Wishes to give evidence with regard to signalmen generally (27,626, 27,809-10).

EMPLOYED (signalmen).

Conditions of service in the Caledonian Railway Company (27,626-7).
Details concerning work and pay in 12-hour, 10-hour, 9-hour, and 8-hour boxes compiled from extracts from newspapers; except in cases of accident or illness of other men, no man is kept on duty for more than 12 hours (27,628, 27,771-83).
Prior to introduction of the block system, work of signalmen did not require the present amount of training (27,629).
Grades from which and to which signalmen are promoted (27,639).
The service is very popular (27,628).
Has never been a member of the Society, was strongly urged to do so and to strike (27,630-1).
Occupation of Company's Houses.
Refutation of statements as to *compulsory occupation of the Company's houses*; applications for vacant houses are very great (27,633-5).
Rents are cheaper and houses are of a superior class (27,635).
Company's conditions of service expressly state that tenancy must cease on the occupier leaving the service; this is no hardship but a natural condition (27,635).
Advantage to men leaving the service or transferred from one place to another, requiring to give no notice (27,635).

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Relief Funds.

Company has established a sick fund called the *Caledonian Servants' Friendly Society*, to which it subscribes, but which it does not in any way manage (2,636, 27,784-92); no condition of membership to contract out of the *Employers' Liability Act* (27,798-6).
Company requires that its members should belong to either its own or some other sick fund (27,636).
Company has also established a savings bank, giving 4 per cent. interest, for its servants, their wives and families; items in last report (1891) quoted (27,637); methods of depositing money (27,637).

Bonuses.

Premiums of 3l. to 5l. are given for absence of accidents during the year (27,638-9).
Privilege tickets allowed (27,643-1).

STRIKES.

Strike of 1890-1.

Signalmen, as a body, had no grievances; in Motherwell and Hamilton districts were forced by picketing to strike (27,628-30).
Was brought about wholly by the Society (27,628-30).
Previously the Company had received various deputations of the men and arrived at amicable settlements; instances (27,628); loaders in deputations, agitations, &c., do not suffer for it (27,628, 27,631).
On requesting the men to send in their notices only 4,173 were received, and this the Executive considered insufficient; details of meetings, &c., culminating in decision at Glasgow to strike (27,630).
Picketing and all means of inducing the men to leave their work and paralyse traffic were employed; instances (27,630-2, 27,653-8).
Men returned to work after six weeks, having gained nothing by the strike (27,632).
Dispute would have been settled amicably had the men consented to meet the directors in grades (27,632).

MR. FOX.

Has been 13 years in the Caledonian service as a signalman, now in an 8-hour cabin (27,642-3, 27,646).
Agrees with evidence of the other witnesses (27,644-5, 27,647).
Denies that there is any terrorisation on the Caledonian (27,648).
Position of signalmen on the Caledonian is better than elsewhere (27,645).
Instances of prosecution during the strike (27,659-62).
Represents his own views (27,703), and asked leave to give evidence (27,707-9).
Others evidence to contradict statements by Mr. Andrew Ballantyne and Mr. Paisley (27,808-9).

MR. JAMES THOMPSON.

General manager of the Caledonian Railway (27,813).
Wishes to refer to statements by Mr. Andrew Ballantyne and Mr. Paisley (27,814-5).

REFUTATIONS.

(a.) Of statements by Mr. Andrew Ballantyne.
With regard to (question 25,034) *number of members in the Amalgamated Society of Railway Servants (Scotland)*; facts showing that the number was considerably overstated (27,818).
With regard to (question 25,035) *complaint of long stretches of the hours of labour*; does not apply to the Caledonian (27,816); long hours are only occasioned by (1) accidents and bad weather; (2) fluctuations in mineral traffic; (3) effect of agitation among the men (27,816); rules compel a minimum interval of nine hours (27,817).
That (question 25,052) *mineral brakemen, drivers, and firemen work 13 to 14 hours*; average is about 11½ per day, six days a week, which is not excessive, as the men are not on a continuous strain all the time (27,818, 27,829-31); hours of mineral trains are booked on a basis of 10; men are paid on the actual time worked, not on the booked time (27,819-22); statement of a week's working at Carstairs, St. Rollox, Hamilton, Motherwell, and Polmadie (27,822-8).
Description (questions 25,588a-624) of the *day's work of an engine-driver*; correction of details inaccurately stated (27,832).
As to (question 25,604) *delaying of an engine at Carlisle Station* (27,833).

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As to (questions 25,683-93) instances of long hours worked on November 24th, 1891, which was one of the foggiest days in the whole year; instances cannot be identified as insufficient data are supplied (27,834-7).

That (question 25,731) goods trains are now booked off at Glasgow; goods trains have not been booked off at Glasgow for the last two years (27,838).

During the last few years, to prevent long hours, the Company has spent 150,000*l.* in technical improvements, and has put on additional engines although mineral tonnage has fallen off; figures quoted (27,839).

That system of aggregating hours sometimes leads to short pay and abolishes payment for overtime; the Caledonian never gives short pay; system of aggregating hours applies to all classes except mineral brakemen, and no complaint has been made (27,840-6).

That (question 25,035) dismissal without notice and without wages is a common thing; it is only done in grave cases of negligence or misconduct (27,847).

As to (question 25,069) practice of booking off; the only cases occur in the locomotive department (27,848, 27,962-3), the minimum being two hours (27,849-50); a man booked off is at liberty to do what he pleases but no difference is made in his pay (27,851-3, 27,856); the time booked off is not included in the Board of Trade Returns (27,854-65, 27,964-5).

As to (questions 25,829, 25,832, 25,839-40) alleged inaccuracy of returns to Board of Trade; charge is entirely without foundation; the case of an Edinburgh train cited is a case of booking off (27,869-76).

As to (questions 25,039-42) alleged victimisation of men who took part in deputations (27,881, 27,893); real facts of the cases cited, viz., James Grant, passenger guard (27,882-4); James Buchan, signalman (27,885-90); and Richard Thomson, engine driver (27,891-2); return of dismissals for the last 10 years promised, but afterwards found unnecessary (27,974-7).

Charge as to persecution by railway officials of men who supplied information on hours of duty is without foundation (27,894).

As to (questions 25,711-26, 25,883-95) denial that railway service is popular; this statement is glaringly contradictory to the facts (27,927, 27,958-61).

As to (question 25,721) alleged inefficiency of staff; fact that during the current year the trains have kept better time than ever before proves the inaccuracy of this statement (27,928).

Company has never contracted out of the *Employers' Liability Act* (27,953).

(b.) Of statements by Mr. Paisley.

That (questions 26,520-33, 26,841-4) Mr. Drummond, the locomotive superintendent, in November 1882 wrote to the men that the directors refused to either entertain the petition or receive a deputation; no record of any such letter or any complaint on the subject (27,936-7).

No foundation for the statement (question 26,538) that interviews to discuss grievances were refused (27,938).

With regard to dismissal of James Paisley but non-dismissal of his partner in the irregularity (questions 26,880-5); details of the case, Paisley's dismissal was on account of his bad record, and was not for the 1883 strike (27,939-44); reason for the wording of the certificate granted (27,990-5, 28,008-16).

Occupation of the Company's Houses.

Company own 1,837 houses for occupation by their servants (27,917).

Tenancies are eagerly sought after (27,917).

Rent, from 1*s.* 6*d.* to 3*s.*, is about half that for similar houses in the district (27,917).

Terms of occupancy are stated on engagement (27,918).

Details showing that the ejections at Motherwell (the only occasion of any trouble, 27,920) were necessary, as accommodation could not be found for the new staff (27,919).

Company has no other privileges (questions 25,070-5) than other landlords (27,921).

Ejections in Scotland are very common (27,922).

WAGES.

Tables have been prepared and forwarded to the Board of Trade (27,922).

System of premiums costs annually 12,000*l.* (27,923-4).

Difference in interest at 4 per cent. (given by the Company's savings bank) and 2½ per cent. (given by the Post Office) is 5,000*l.* annually (27,923, 27,925).

Uniforms cost 8,000*l.* annually (27,926).

Increase in wages paid during last four years (27,929).

LABOUR.

System of arranging the hours detailed; in the permanent-way department (27,879); signal cabins, 8-hour, 10-hour, and 12-hour shifts (27,879, 28,002-6); passenger guards, who take long trips in turns (27,879-80); passenger porters; goods and mineral brakemen and guards; shunters or yardmen; passenger, goods, and mineral drivers and firemen; shunting-engine drivers and firemen (27,880).

Instructions of manager are that the convenience and comfort of the men is to be studied in arranging hours; with this in view Company has erected a permanent dormitory or barracks with all conveniences near Carlisle (27,880).

The mineral drivers had a 10 hours' day before 1883, then a 12 hours' day (possibly with extra pay); and now again have a 10 hours' day (27,996-8001).

STRIKES.

Witness does not wish to correct the statements of the origin and circumstances of the strikes of 1883 and 1890 already given (27,895); strikes of 1883 and of 1890 were entirely caused by the Society's endeavour to obtain recognition (28,007).

185 men in 1883 lost their situations (27,895).

Strike in 1890-91.

Commenced December 21st, 1890, and ended January 31st, 1891 (27,896).

Total staff was 15,800, and in traffic and locomotive departments (working trains) was 6,000; total of those on strike was 2,203 (27,897).

Was practically a sectional one on the Caledonian (27,897).

Would have been over much sooner had it not been for the tactics, picketing, and lawlessness (instances detailed) of the society, approved by the Executive (27,897-9).

Details of means of protection which the Company were compelled to afford their men (27,898).

Witness met a deputation and arranged—

- (1) to take back as many old servants as possible;
- (2) to drop all actions for damages against the men;
- (3) to allow continuation of tenancy of houses in Motherwell;
- (4) to allow a month for those not re-engaged to vacate (27,901);

and further to recommend the directors not to consider the strike as disqualifying for a premium (which was effected) (27,902-3); these terms closed the strike (27,904-6); it being agreed, and the agreement carried out, that the men should resume work on Monday morning (27,904, 27,907-8).

500 men are still out of employment (27,909-10).

No promise was made to take back the married men who had been evicted first (questions 25,239-44, 25,293, 25,411-23) 27,911.

Case (question 25,419) of drivers Bowman and Little not taken back is the same as the other 500 cases, viz., places filled up (27,912).

Statement that (questions 25,423-4) Mr. M'Intosh, assistant locomotive superintendent, stated no more men to be taken back in Motherwell district, is not correct; Mr. M'Intosh present to deny the fact (27,912-3).

Statement that (question 25,415) when signalmen were required in Motherwell district the strikers were not taken back, is quite correct; all vacancies for qualified signalmen are filled by promotion (27,913).

Meetings with representatives of certain grades took place after the strike, and concessions were granted 27,914-6).

REMEDIES OBJECTED TO.

A maximum 10-hour day for all grades (questions 25,092-116) is impracticable and not desired by the railway servants (27,877, 27,978-89, 28,017-21).

Proposed examination and certification of engine drivers by the Board of Trade (question 25,061) is unnecessary; all engine-drivers have been engine-cleaners and firemen, and before being promoted from firemen are practically tested (27,930-2).

No necessity for the establishment of a system of coroner's inquiry into accidents (questions 25,061, 25,292, 25,792-851); practice in Scotland with regard to inquiry into railway accidents (27,934); details of case of John Ryrie, killed at Dalry Junction (question 25,060) (27,935).

Probable deplorable effect of arbitration, which would slacken discipline (27,945, 27,943, 27,970-3); Company

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objects to deal with the officials of the *Amalgamated Society*, but is always willing to meet the men themselves (27,945-8); railway work, being full of responsibility, is quite different from other employments (27,947-51, 27,955-7, 27,966-9); no complaints as to interference of the Board of Trade up to the present (27,970-3).
Objection to State interference; railway companies will endeavour to give effect to the recommendations in the report of the Committee on the Hours of Labour (27,952-4).

MR. JOHN ABBOTT.

Signalman for over 26 years on the Midland Railway (28,022-3, 28,043-4); and as such complains of the difficulties and delays to traffic caused by the inexperience of guards or drivers employed after the guards' strike, 1879, (28,032, 28,036) and of the change in the old guards who returned to work (28,033-4); witness can give no instances of accidents thereby occasioned (28,034-5).

Wishes to give evidence concerning the strike of goods guards, 1879, with which a dispute with signalmen at the same time had some connection; details (28,024-8, 28,031, 28,037-9).

In 1874 was chairman of the Wigston Branch of the Amalgamated Society of Railway Servants (28,029).

Decision of Group B. Committee after a private deliberation that witness must confine his evidence to his personal experiences, excluding the goods guards' strike (1879) and the drivers' strike (1887) (28,030-2, 28,036).

Does not represent any society, therefore opinions as to establishment of an arbitration board not dealt with (28,039-43); hands in (1) draft rules of his suggested arbitration board (28,039), and (2) letter from the secretary, Amalgamated Society of Railway Servants, enclosing resolution supporting witness's proposals on arbitration (28,042).

MR. SAMUEL SMITH McCORMICK.

Member of the firm of J. McCormick and Co., coal merchants and steamship owners, Dublin (28,045).

Tenders evidence in refutation of Mr. Tyrrell's statement (*question* 24,521) that men, in ignorance of the strike, were drafted in at midnight to avoid meeting the pickets (28,046-7, 28,074, 28,084); Mr. Tyrrell has probably confused the strike with the *corn strike* (1891), but witness is not aware that men were then brought in by night (28,085-8).

THE FIRM.

The business, which suffered severely during the strike, has since increased (28,069-70, 28,082-3, 28,094).

Has now free intercourse with all the traders of the city except the importers of American bacon: recent dispute was referred to arbitration (28,100-2).

Has never had any difference with the *Dockers' Union*, and was not concerned in the *corn strike* (28,085-7, 28,102-3).

Previous to the strike did not object to its men joining the union (28,072); but has since then refused to employ unionists: reason (28,071, 28,080-3, 28,090-1, 28,096-8, 28,100, 28,108-15).

Has no objection to unions if membership is voluntary and the men have the option of working with non-unionists (28,071-3, 28,092-4, 28,099-100, 28,107).

THE McCORMICK STRIKE.

Caused by refusal to re-instate a unionist dismissed for coercing men into joining the *Gas Workers' Union* (28,049-50, 28,071-2, 28,075-7, 28,089, 28,104-6).

No complaint existed as to work, pay, etc. (28,050). The employees (stevedores and coal porters, 28,081-2) were warned that if they struck they would not be re-employed (28,050, 28,083).

On its commencement this firm advertised for new men in all the Dublin papers, but in no other paper (28,048).

Replies were received from all parts of the country, though almost invariably reports of assaults on the new men appeared in those papers (28,048, 28,061-3, 28,064, 28,074).

Assaults occurred daily (28,050), and amounted to about 300 during the strike (28,057); 100 men were imprisoned for terms varying from 1 month to 13 months (28,058-60, 28,077).

Cases of violent assault on witness and his brother (28,053-4).

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Instance of the Union inducing a crane-driver to strike by guaranteeing his wages; his travelling expenses to his home in Liverpool were also paid (28,053).

At a later date the men employed by the other coal merchants struck for three weeks to force their employers to compel the firm to dismiss the new hands (28,051-2).

In September these coal merchants, finding their men very troublesome, locked them out for three weeks (28,052, 28,093-4).

During these periods the town was practically dependent on the firm for fuel (28,052).

Pickets were largely employed, ostensibly to interview the new men, but in reality to threaten them: instances (28,063-5, 28,075-9).

No difficulty was experienced in obtaining men (28,066), who were mainly sons of farmers (28,067-8, 28,109).

The disturbance lasted from May till the end of September, but so far as the firm was concerned, was over in May (28,095).

MR. JOHN MULLARNEY.

Has been a driver in the service of the Dublin United Tramways Company since 1883, except from October 1889 to March 1891, when he was employed by the North Metropolitan Tramways Company (London), (28,116-20).

Volunteers independent evidence (28,148-9).

Particulars of threats used on his return to Dublin for refusing to join the Union formed in his absence (28,121-30, 28,133); consequent annoyance suffered (28,131-2, 28,134, 28,142).

Has complained to the Company, with the result that one or two men have been dismissed (28,140-2).

Went, solely on his own account, as one of the deputation to the directors referred to by Mr. Tyrrell (28,135-9).

There are a good many non-union men in the Company's service (28,143); but the unionists are in the majority (28,145).

Is not the only non-unionist who has suffered annoyance (28,144-5).

Refutation of statement by Mr. Tyrrell that unionists are persecuted by the Company's officials (28,146-7, 28,158-9).

Has never been a member of a union (28,150-3). Objects to men combining to strike (28,153-5); but has no objection to men combining to raise their wages or shorten their hours, though this is unnecessary, as concessions, when reasonable, are always granted by the directors (28,155-7).

MR. WILLIAM ANDERSON.

Secretary and manager of the Dublin United Tramways Company (28,160, 28,200); and member of the Council of the Dublin Chamber of Commerce (28,162).

Was appointed manager of the Dublin Tramways Company in 1873, and to present position on amalgamation of the three existing companies in 1881 (28,161, 28,200).

Tenders evidence to refute that given by Mr. Tyrrell (28,163-4, 28,207).

REPUTATIONS (of statements by Mr. Tyrrell).

With regard to the *deputation* in 1891 (28,164-80); see under "Dublin United Tramways Company."

That *joining the Union prevents promotion*; in no case has a man been dismissed for being a member (28,181, 28,213).

That *favouritism exists towards non-union men*; particulars, with reports of traffic inspectors, timekeepers, &c., of the cases referred to by Mr. Tyrrell (28,182-90, 28,209-10).

That *the Company's officials persecute unionists*; reports from traffic inspectors concerning Mr. Tyrrell's evidence (28,194).

With regard to *dismissal of collectors of the Union from the Company's dwellings*; as a matter of fact no men have been dismissed (28,196-8).

DUBLIN UNITED TRAMWAYS COMPANY.

Letter (dated May 5th, 1891) to the Tramway Men's Union declining to recognise it, but stating that the Board is always willing to consider representations from its own men (28,165-6).

Letter (May 13th, 1891) to the Company from the Union requesting a reconsideration, since the Union consisted of tramway men only (28,167-9); incorrectness of this statement (28,168, 28,170-1).

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Letter (May 19th, 1891) from the Board stating adherence to the terms of its former letter (28,169).

Verbal communication received on June 8th, from a conductor to the effect that the men had resolved to send a deputation to the Board (28,171-2).

In answer, the Board stated its willingness to receive the deputation as its own men and not as union men; the Company then generally intimated that any man was at liberty to attend (28,171, 28,175-80).

Withdrawal of the union members, who objected to the constitution of the deputation (28,172-4).

Representations made by the non-union members (28,173); the Company decided to receive a deputation of stablemen on June 23rd (28,174).

Particulars of concessions approved on June 23rd (28,174).

Many concessions were granted between 1881 and 1890 (28,201-2); no complaint from the men to witness has passed unremedied (28,202).

Has no objection to unions if they are confined to matters connected with their own interests and do not coerce and intimidate (28,208).

Grounds of refusal to meet Union representatives (28,191-4, 28,211-2).

Returns handed in with regard to the receipts, dividends, miles run, number of men employed, wages paid, rates of wages in 1891, tenants in the Company's cottages, &c. (28,196).

EMPLOYED.

Reports from traffic inspectors, drivers, &c., cited as instances of use of threats and offensive language by unionists to non-unionists (28,181, 28,194-6).

When a sufficient number of men had joined the Union a strike was determined upon, but did not take place (28,191).

Payment by Union to men dismissed for offences; instance (28,191-4).

Statement handed in of number of applicants for situations from January 1891, showing that the labour market in Dublin is largely overstocked (28,198-9).

LABOUR.

Hours, inclusive of meal times, have since 1890 averaged 12 per day, seven days per week (28,174, 28,203).

There was a tendency to reduce hours long before the formal application by the Union (28,202).

Every twelfth day is allowed off with full pay (28,174, 28,204); the stablemen, however, are not paid for holidays (28,206).

No extra pay for Sundays (28,205).

Mr. FREDERICK EDGSON AND Mr. VERE BINGLEY.

Tender evidence at the suggestion of an official of the Company (28,241-3).

Mr. EDGSON.

Coachman in the employ of the London General Omnibus Company (South-western district, Hammer-smith) for 18 years (28,214-5, 28,223); wages are now 7s. 6d. per day, seven days a week (28,216-7).

Mr. BINGLEY.

Conductor in the employ of the London General Omnibus Company (South-western district, Hammer-smith) for seven years (28,218-9); wages are now 5s. per day, seven days a week (28,220-1).

LABOUR.

Refutation of statement by Mr. Hammill that 16 hours per day are worked (28,238-40, 28,244).

Hours, including meal times, are 18 hours 35 minutes per day for six days a week; times of entering and leaving the yard (28,233, 28,238-40, 28,244-5, 28,268-75, 28,278-9).

Actual working hours are 11 hours 20 minutes (20,238-40, 28,245).

Number of journeys daily made (28,238-40).

Intervals for meals vary (28,245).

The driver has the option of working on Sundays; the Company provides odd men to take the places of men off duty (28,247-53).

Hours on Sundays are 9 hours 20 minutes, with the same pay (28,253-6, 28,260, 28,280).

The general rule is to take alternate Sundays off (28,257, 28,265-7).

Fewer buses are run on Sundays during the winter (28,257-62); odd men, who are glad to work on any day, work also on these Sundays (28,263-4). Holidays may be taken with loss of pay (28,246).

EMPLOYED.

The men in the eastern districts are contented with their present position (28,231-2, 28,281, 28,283, 28,286-9).

No knowledge of any union among bus men: the Co-operative Union has collapsed (28,290-5, 28,298-300); no union is required (28,295).

A Tramway and Omnibus Union existed before the strike, but no men in witnesses' district were members (28,296-8).

A conductor has no opportunity of resting while the bus is on its journey: Mr. Bingley's health has not, however, been affected by the long standing (28,301-4).

WAGES.

Were increased 1s. per day on the introduction of the ticket system (28,223-4).

Drivers and conductors commence with 6s. and 4s. 6d. per day, respectively, but after one year's service receive 6s. 6d. and 5s. per day, and after two years' service 7s. 6d. and 6s. per day (28,238-40, 28,275-7).

STRIKES.

Strike of 1891.

Was caused by the introduction of the ticket system, combined with agitation (28,222-3, 28,295).

Effect upon the London men of a strike which occurred in Paris previous to (28,223).

The strikers' wives and children were the sufferers during the week the strike lasted (28,223).

The real desire of the men was to return to work (28,223).

The society formed by the agitators had no funds to carry out the strike (28,225-6).

The conduct of the men was very good in witnesses' district throughout (28,227-9).

Cost of (28,230).

REMEDY OBJECTED TO.

Impracticability of working a 12-hour day (28,234-5); a double shift would necessitate much lower and insufficient wages and increased fares; present hours and wages are preferred (28,236-40, 28,281-90); the drivers in the Hammersmith district signed a petition to work the 14-hour day (28,288).

Mr. GEORGE SMITH of Coalville.

Has taken great interest in the condition of the floating population upon the canals (28,305); promoted the Canal Boats Acts, 1877 and 1884 (28,306, 28,308). Author of "Our Canal Population," "Canal Adventures by Moonlight," &c. (28,306).

CANAL BOATS ACTS (1877 AND 1884).

Have been carried out in a slipshod manner (28,308); but have, nevertheless, partly brought canal workers to the same social condition as on the opening-out of the canal system a century ago (28,329).

A clause, inserted in witness's Amendment Bill (1881-4), limiting the work of children under 13 to those who have attained Standard III., as defined by the Education Code, was struck out by the Select Committee in 1884, under pressure from the Canal Association and some leading canal proprietors (28,308).

There is only one Government inspector: the local sanitary authorities are supposed to carry out the Act, but do it inefficiently (28,323-5, 28,339-40). On some of the boats in the South Staffordshire and Birmingham district there is no inspection at all, and the boats are not registered (28,353).

EMPLOYMENT.

Report of the recent conference (Regent's Canal and Grand Junction Canal) upon the state of canals handed in (28,334).

The sanitary condition of the boats has in some respects been improved by the Acts (28,334); but that of the canals remains nearly the same as in 1871, some canals are in a worse condition (28,334, 28,338).

The canals in the London district are in a most dangerous condition, owing to improper drainage and to the accumulation of vegetable and animal matter (28,334).

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EVIDENCE.

The men are not, as has often been stated, healthy. Very few live to an old age (28,335-6).

Sunday Labour.

Is a great evil (28,341); and largely the outcome of the excessive drinking habits of the men (28,341, 28,350). Many canal boat owners forbid their men to work on Sundays, and arrange their traffic accordingly (28,341).

A notice was issued in 1875 by the Oxford Canal Company, closing the canals between Hawkesbury and Napton, and Napton and Oxford against Sunday traffic (28,341-2).

Want of respect for Sundays has resulted in want of respect for cleanliness and order (28,341).

EMPLOYED.

Numbers employed on the 25,000 canal boats are men, from 17,000 to 20,000 (28,386); women, from 4,000 to 5,000 (28,387); children of school age, from 9,000 to 10,000 (28,388-9).

Number of children on the boats is much less than 10 years ago (28,390); but of adults about the same (28,391).

The census returns are misleading, not more than a third of the canal population is entered on the census of occupations (28,392-4).

Child and Female Labour.

Canal children, like gipsy and van children, are, through apathy of the inspectors and weakness at headquarters, kept in an ignorant and enslaved condition by their natural protectors (28,337).

The hours of canal boatmen, and therefore of the children, are longer than almost any other class of labour (28,307).

The work performed, apart from the long hours is much too heavy, consequent accidents (28,307-8, 28,326).

No law at present exists, as in other employments, to prohibit children under a certain age or below a certain standard from working on canal boats (28,307-8).

Demoralising effect upon canal boat life and traffic (28,308, 28,329).

Women and children are not needed to assist in working the boats, it is only during the last 50 years that their employment has been permitted (28,329).

A monkey boat cabin, which has only about 250 cubic feet of space for living, &c., is not a fit home for a family (28,329).

In France, no woman is allowed to work or live on canal boats except by a special order from a magistrate (28,329, 28,367-9).

Injurious effect, both physically and morally, of the work of the women, which is mainly confined to the locks (28,329, 28,381-2); a law prohibiting women or children working at the locks and holding the lock-keeper responsible for obedience thereto would, to a slight extent, meet witness's desires (28,368-5).

REMEDIES PROPOSED AND ADVOCATED.

Amendment of the *Canal Boats Act, 1884*, required by insertion of a clause similar to that inserted in witness's Canal Boats Act (1877) Amendment Bill (1881-4); would ultimately prevent children being employed at an immature age and result beneficially to the canal traffic (28,307-13, 28,329, 28,332, 28,354-7, 28,365-6, 28,370-1); half the boatmen since the Act was passed, now rent cottages (28,357); definition of the child labour requiring prohibition (28,357-64).

The indirect operation of a clause regulating the labour of children would result in the gradual withdrawal of the women from the boats (28,382-3, 28,370).

Enforcement of the law by appointing inspectors to every three or four counties to be stationed for a few days at all canal junctions (28,315-22, 28,379-80).

No system of inspection can be carried out more easily than that of canal boats (28,319, 28,321-2, 28,379-80), of which, with barges, there are 20,000 to 25,000 in England (28,351-2).

Appointment of two or three additional Government inspectors would also be beneficial (28,323-8).

Witness would not prohibit children from living on canal boats, but the men would see that to provide homes on land for their wives and children would be to their interest (28,311-2, 28,314, 28,317).

Ultimate desire is that all female labour on canals should be prevented, but in the meantime only the mothers with children of school age to be prevented (28,329-33, 28,369-70, 28,374-8); there is now a gradual feeling growing among canal women to settle in cottages (28,372-3).

Canals to be under stricter sanitary supervision and cleaned out oftener (28,337); the bottoms of those passing through towns to be paved (28,337-40).

Canal boats to be registered: only from 12,000 to 14,000 out of 20,000 to 25,000 are at present registered (28,351, 28,354-5).

Inability to suggest any alteration in the law with regard to Sunday labour (28,347); canal companies, however, have the power to close their canals on Sundays (28,343-6); such closure would have no effect upon the traffic (28,348-50); a clause in witness's Bills of 1881 and 1882, prohibiting employment on Sundays of children, was struck out by the Select Committee (28,355-6).

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ANALYSIS OF REBUTTING EVIDENCE PRINTED IN THE APPENDIX. (Vol. iii., Group B.)

LONDON, BRIGHTON, AND SOUTH COAST RAILWAY.

Expansion of statement in question 26,058, viz., the Company, after the passing of the *Employers' Liability Act*, left it optional for the men either to remain under the Act or to join the Insurance Fund, and almost all joined the Fund; company has now made joining compulsory on new hands entering its service. Company contributes 4,000*l.* per annum (Appendix cxcix.).

MANCHESTER, SHEFFIELD, AND LINCOLNSHIRE RAILWAY.

Justification of imposition of a fine of 5*l.* upon engine-drivers (see question 26,455) in extreme cases (Appendix cc.).

THE HIGHLAND RAILWAY.

Refutation of statement in questions 25,825, 25,840, that schedule for the Board of Trade Returns was not honestly filled in: details of hours and method of working of passenger men running between Inverness and Perth (Appendix ccl.).

BELFAST AND NORTHERN COUNTIES RAILWAY.

Mr. Foreman's objection (question 26,329) to the arresting of engine-drivers and guards of a train in the case of accidents supported (Appendix ccii.).

Refutation of Statements by Mr. Foreman (Appendix ccii.).

That (question 26,192) the Provident Funds do not give satisfaction, although men are represented on the Committee: Society is a popular one: reference to rule 8 in copy of rules enclosed.

That (question 26,193) witness does not think there is any

friendly society that will receive a man over 40 years of age: reference to rule 4 limiting age to 45.

That (question 26,196) companies object to men becoming members of other societies: this Company does not object.

That (questions 26,193-4) men should continue members of the funds after leaving the service: objections showing impracticability of such a scheme.

That (question 26,332) unjust fines are imposed: does not apply to this Company; fines are handed over to the Provident Society.

That (questions 26,388, 26,449-50) 60 permanent-way men were dismissed and re-instated: the number was not 60, and these men are "extra gangs" taken on as occasion requires.

That (question 26,225) the reply to the men's petition for reduced hours was full of inaccuracies: details are not given.

That (question 26,235) Company sent a notice to the men that if the strike took place they would be evicted from their houses: statement is inaccurate; circular enclosed.

As to wages:—wages are liberal, no difficulty in filling vacancies.

As to popularity:—service is very popular, and Company are always willing to consider grievances.

GREAT NORTHERN RAILWAY (IRELAND).

Refutation of evidence by Mr. Foreman (questions 26,187-26,488) by reference to evidence given before the Select Committee on Railway Servants (Hours of Labour) (Appendix cciii.).

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 That friends of deceased men are not represented at coroners' inquests: *denial*, Vol. III., 14 (i).
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Boy labour:

That dock work is done by boys: *denial*, Vol. III, 19 (ii).

That the statement as to the age of boys is correct: *statement*, Vol. III, 45 (i); *denial*, Vol. III, 46 (i).

Eight hours' day:

That an eight hours' day is impracticable for tramway men: *denial*, Vol. III, 22 (i).

Employed:

That dock workers differ in kind from other workers: *denial*, Vol. I, 16 (i).

That there were none of the crew on board the "Glenelder" during repairs, and they were not ordered to take Federation tickets: *denial*, Vol. I, 21 (ii).

That no man on board the "Speedwell" jumped overboard on being refused leave: *denial*, Vol. I, 21 (ii).

That the witness is answerable for all that appeared in "Seafaring," the organ of the union: *denial*, Vol. I, 33 (i).

That the witness had a personal complaint against the Shipping Federation: *denial*, Vol. I, 42 (i).

That the employment of foreigners is increasing: *denial*, Vol. II, 36 (ii).

That very few sailors start on a voyage intoxicated: *denial*, Vol. II, 40 (ii).

That Federation officials took money from men in return for employment: *denial*, Vol. II, 41 (i).

That certain acts were committed by the Federation: *denial*, Vol. II, 50 (ii).

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That libellous literature is circulated by the Federation: *denial*, Vol. II, 51 (i).

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That the statement as to the boy Murray was correct: *denial*, Vol. III, 13 (i).

That the number of freemen is from 2,500 to 3,000: *denial*, Vol. III, 14 (i).

That men are overworked and underpaid: *denial*, Vol. III, 21 (i).

That all men are changed three times a year on tramways: *denial*, Vol. III, 22 (i).

That a man might not be dismissed if he could show a clear license: *denial*, Vol. III, 22 (i).

That men have suffered for taking part in the strike: *denial*, Vol. III, 23 (i).

That inspectors bully the men: *denial*, Vol. III, 24 (i).

That unionists are better servants than non-unionists: *denial*, Vol. III, 24 (i).

That the men employed by the London General Omnibus Company were dissatisfied with their employers and with the conditions of employment: *denial*, Vol. III, 28 (i).

That joining the union would prevent promotion: *denial*, Vol. III, 35 (i).

That the stevedores complained because free labourers worked at the coals: *statement*, Vol. I, 14 (ii); *denial*, Vol. I, 23 (i).

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That the Federation shipped only union men: *statement*, Vol. I, 33 (i); *denial*, Vol. II, 41 (i).

That Federation tickets were given to men without discharges: *statement*, Vol. I, 33 (ii); *denial*, Vol. II, 28 (ii), 31 (ii), 40 (i).

That the Shipping Federation engages incompetent seamen: *statement*, Vol. I, 33 (ii); *denial*, Vol. II, 51 (i).

That sick men are forced out of ships in foreign ports: *statement*, Vol. I, 35 (i); *denial*, Vol. II, 36 (i).

That ships are undermanned: *statement*, Vol. I, 35 (ii); *denial*, Vol. II, 50 (i).

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That men signing on board do not see the other men: *statement*, Vol. I, 37 (i); *denial*, Vol. II, 36 (ii).

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That sailors were engaged by means of forged discharges: *statement*, Vol. I, 37 (ii); *denial*, Vol. II, 50 (i).

That foreigners were engaged by agents abroad: *statement*, Vol. I, 37 (ii); *denial*, Vol. II, 50 (i).

That Mr. Darby left the Federation because it was inimical to the welfare of seamen: *statement*, Vol. I, 42 (i); *denial*, Vol. II, 40 (i).

That Mr. Darby went to Liverpool to investigate the dispute between Messrs. Wilson and Abbott: *statement*, Vol. I, 42 (i); *denial*, Vol. II, 49 (i).

That Mr. Pleasance received money from the International Federation: *statement*, Vol. I, 42 (i); *denial*, Vol. II, 49 (ii).

That only holders of free labour tickets were admitted to work by the dock company: *statement*, Vol. II, 17 (i); *denial*, Vol. II, 18 (i).

That men were discharged at the dinner hour: *statement*, Vol. II, 17 (ii); *denial*, Vol. II, 18 (i).

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That men are prevented from joining the union: *statement*, Vol. II, 64 (i); *denial*, Vol. III, 21 (i); 23 (i); 24 (i); 29 (i).

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That men were dismissed for belonging to the union: *statement*, Vol. II, 67 (ii); *denial*, Vol. III, 20 (i).

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- That union secretaries and members were dismissed without reason assigned: *statement*, Vol. III., 49 (ii); *denial*, Vol. III., 55 (ii).
- That the statement as to porters at New Street was correct: *statement*, Vol. III., 51 (i); *denial*, Vol. III., 56 (i).
- That the statement as to the dismissal of Mr. Clifton was correct: *statement*, Vol. III., 51 (ii); *denial*, Vol. III., 56 (i).
- That certain officials on the Caledonian Railway had falsified the books: *statement*, Vol. III., 59 (i); *denial*, Vol. III., 78 (ii).
- That men have been victimised by the Caledonian Railway Company: *statement*, Vol. III., 60 (ii); *denial*, Vol. III., 78 (i).
- That signalmen were required in the Motherwell district after the strike: *statement*, Vol. III., 62 (i); *denial*, Vol. III., 77 (ii).
- That men have been persecuted for supplying information: *statement*, Vol. III., 62 (ii); *denial*, Vol. III., 73 (i); Vol. III., 78 (i).
- That the statement as to the dismissal of Mr. Paisley was correct: *statement*, Vol. III., 66 (i); *denial*, Vol. III., 78 (i).
- That a man was dismissed because he failed to pass the doctor: *statement*, Vol. III., 81 (ii); *denial*, Vol. III., 87 (ii).
- That the statement as to the dismissal of the guard Bonner was correct: *statement*, Vol. III., 82 (i); *denial*, Vol. III., 85 (ii).
- That only 20 men remained at work during the strike on the Great Southern and Western Railway: *statement*, Vol. III., 82 (i); *denial*, Vol. III., 86 (ii).
- That men of bad character were engaged by the Dublin, Wicklow, and Wexford Railway Company in place of the strikers: *statement*, Vol. III., 83 (i); *denial*, Vol. III., 88 (ii).
- That any man was dismissed for belonging to the union: *statement*, Vol. III., 84 (i); *denial*, Vol. III., 87 (i-ii).

Employers:

- That Mr. Dent, of Newcastle, attended a conference at Sunderland in 1886, and that Mr. Cay was on the committee: *denial*, Vol. II., 28 (ii).
- That Mr. Sutcliffe denounced shipowners as scoundrels, and wrote a letter to Mr. Boyd: *denial*, Vol. II., 49 (ii).
- That employers compensate themselves for increased wages by supplying poor provisions: *denial*, Vol. II., 50 (ii).
- That a black list is used by master lightermen: *denial*, Vol. III., 13 (ii).
- That cab property is in the hands of large proprietors: *denial*, Vol. III., 39 (ii).
- That proprietors refuse to see drivers on trade questions: *denial*, Vol. III., 41 (i).
- That profits of proprietors are large and their charges excessive: *denial*, Vol. III., 41 (i).
- That contractors employ men who have lost their licenses: *denial*, Vol. III., 46 (i).
- That shipowners shipped crews abroad at reduced wages: *statement*, Vol. I., 17 (i); *denial*, Vol. I., 21 (i-ii).
- That employers wilfully under-register their barges: *statement*, Vol. I., 29 (ii); *denial*, Vol. III., 13 (i).
- That Mr. Wilson stated that the fight was only with unscrupulous owners: *statement*, Vol. I., 32 (ii); *denial*, Vol. II., 41 (i).
- That Mr. Abbott was engaged by the shipowners to libel Mr. Wilson: *statement*, Vol. I., 32 (ii); *denial*, Vol. II., 49 (i).
- That the International Federation was financed by the shipowners: *statement*, Vol. I., 32 (ii); 42 (i); *denial*, Vol. II., 49 (i-ii).
- That the Dock Company used bribery by establishing a soup kitchen: *statement*, Vol. II., 16 (i); *denial*, Vol. II., 18 (i).
- That shipowners systematically over-insure and send unseaworthy ships to sea: *statement*, Vol. II., 26 (ii); *denial*, Vol. II., 41 (i).

REPUTATIONS—cont.

Employers—cont.

- That the administration of justice in seaport towns is bad, and that seven of the magistrates at Goole are shipowners: *statement*, Vol. II., 27 (ii); *denial*, Vol. II., 45 (i); 52 (ii).
- That the companies have not kept faith with the men: *statement*, Vol. III., 62 (i); *denial*, Vol. III., 72 (i).
- That the Caledonian Railway Company refuses to meet the men: *statement*, Vol. III., 66 (i); *denial*, Vol. III., 77 (i).
- That the Caledonian Railway Company "terrorises over" the men: *statement*, Vol. III., 68 (i); *denial*, Vol. III., 75 (i).
- That letters written to the directors of the Dublin, Wicklow, and Wexford Railway were suppressed by the secretary: *statement*, Vol. III., 83 (i); *denial*, Vol. III., 88 (ii).

Employment:

- That men sleep on coal barges: *denial*, Vol. III., 13 (ii).
- That barges are undermanned at night: *statement*, Vol. I., 29 (ii); *denial*, Vol. III., 13 (i).
- That Federation agents connive at crimping: *statement*, Vol. I., 33 (ii); *denial*, Vol. II., 28 (ii).
- That dismissal without notice and without wages is usual on the Caledonian Railway: *statement*, Vol. III., 59 (ii); *denial*, Vol. III., 78 (i).
- That railway service is not popular in Scotland: *statement*, Vol. III., 59 (ii); *denial*, Vol. III., 79 (ii).

Friendly Societies and Relief Funds:

- That the information as to the management of the men's accident fund is correct: *statement*, Vol. II., 65 (i-ii); *denial*, Vol. III., 19 (ii), 28 (ii).
- That men are compelled to join the railway insurance society, and to contract themselves out of the Employers' Liability Act: *statement*, Vol. III., 51 (ii); *denial*, Vol. III., 56 (i).
- That the statement as to the sick funds of the Great Southern and Western Railway was correct: *statement*, Vol. III., 81 (i); *denial*, Vol. III., 87 (ii).

Hours:

- That 12 hours on duty does not involve more than six hours' work: *denial*, Vol. I., 34 (i).
- That the statement as to the hours of omnibus men is correct: *denial*, Vol. III., 35 (ii).
- That there is much Sunday work and night work: *statement*, Vol. I., 29 (ii); *denial*, Vol. III., 13 (ii).
- That the men on the Blackwall line work 16 hours a day: *statement*, Vol. II., 65 (ii); *denial*, Vol. III., 28 (ii).
- That omnibus men find a difficulty in obtaining holidays: *statement*, Vol. II., 66 (i); *denial*, Vol. III., 19 (ii).
- That men, as a rule, work on Sundays and holidays: *statement*, Vol. II., 66 (i); *denial*, Vol. III., 21 (ii).
- That the majority of the men had petitioned for a return to the long hours: *statement*, Vol. III., 20 (ii); *denial*, Vol. III., 30 (i).
- That the statement as to the hours of tramway men is correct: *statement*, Vol. III., 34 (i); *denial*, Vol. III., 35 (ii).
- That the statement as to hours on the Caledonian Railway is correct: *statement*, Vol. III., 58 (i-ii); *denial*, Vol. III., 75 (ii); 76 (i).
- That the men at Alexandria work long hours and are paid short time: *statement*, Vol. III., 59 (i); *denial*, Vol. III., 69 (ii).
- That the statement as to hours and wages of lampmen and porters is correct: *statement*, Vol. III., 68 (i); *denial*, Vol. III., 71 (ii).

Intimidation:

- That union officials assaulted men and robbed them of their advance notes: *statement*, Vol. I., 20 (i); *denial*, Vol. I., 33 (i).
- That many men in Glasgow were willing to go to Cardiff if they could escape the pickets: *statement*, Vol. I., 22 (i); *denial*, Vol. I., 36 (i).
- That delegates never blocked the offices nor called out men after signing: *statement*, Vol. I., 32 (ii); 33 (i); *denial*, Vol. II., 31 (ii); 51 (i).
- That unionists never assault seamen: *statement*, Vol. I., 33 (i); *denial*, Vol. II., 31 (ii).

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Intimidation—cont.

That the free labourers were armed with revolvers: *statement*, Vol. I., 21 (ii); 37 (i); *denial*, Vol. II., 50 (i).

That there was only one case of assault during the disputes: *statement*, Vol. I., 37 (ii); *denial*, Vol. II., 50 (i).

That the Federation employed the "Eyeball buster" gang: *statement*, Vol. I., 37 (ii); *denial*, Vol. II., 50 (i).

That the Union intended to use revolvers and vitriol: *statement*, Vol. I., 41 (ii); *denial*, Vol. I., 41 (ii).

Municipalisation:

That municipalisation of tramways is advantageous: *statement*, Vol. II., 66 (i); *denial*, Vol. III., 21 (i).

Production:

That the number of new vehicles approved yearly is very small: *denial*, Vol. III., 39 (ii).

That the statement as to the cost of cabs and the price of cab hire is correct: *statement*, Vol. III., 39 (i); *denial*, Vol. III., 43 (ii).

Sanitation:

That the sanitary condition of barges is unsatisfactory: *statement*, Vol. I., 29 (ii); *denial*, Vol. III., 13 (i-ii).

That lights are required on barges: *statement*, Vol. I., 29 (ii); *denial*, Vol. III., 18 (ii).

Strikes:

That the withdrawal of the preference clause from the Federation ticket resulted from the strikes: *statement*, Vol. I., 33 (i); *denial*, Vol. II., 50 (ii); 57 (ii).

That Mr. Wilson's union never ordered strikes: *statement*, Vol. I., 33 (ii); *denial*, Vol. II., 49 (i).

That the statement as to the cause of the strike at the Albert Docks was correct: *statement*, Vol. I., 37 (i-ii); *denial*, Vol. II., 49 (ii); 50 (i).

That the strike of omnibus men was on account of long hours: *statement*, Vol. II., 64 (i); *denial*, Vol. III., 19 (ii); 23 (ii).

That Mr. Sutherland's intervention was refused before the strike: *statement*, Vol. II., 64 (i); *denial*, Vol. III., 19 (ii).

That men were imported into Dublin at midnight, who were ignorant of the strike: *statement*, Vol. III., 34 (ii); *denial*, Vol. III., 10 (i-ii).

That the proprietors refused arbitration in the strike of 1891: *statement*, Vol. III., 39 (ii); *denial*, Vol. III., 39 (ii).

That no direct overtures were made by either party in the strike of 1890: *statement*, Vol. III., 61 (ii); *denial*, Vol. III., 69 (ii).

That the statement as to the settlement of the strike of 1890 was correct: *statement*, Vol. III., 62 (i); *denial*, Vol. III., 77 (ii).

That the Caledonian Railway Company did not require houses at Motherwell: *statement*, Vol. III., 62 (i); *denial*, Vol. III., 78 (ii).

That the strike on the Great Southern and Western Railway arose from the non-recognition of the Amalgamated Society of Railway Servants: *statement*, Vol. III., 82 (i); *denial*, Vol. III., 86 (ii).

That the statement as to the interview of the Archbishop of Dublin with Mr. Colhoun was correct: *statement*, Vol. III., 82 (ii); *denial*, Vol. III., 87 (i).

That during the strike on the Dublin, Wicklow, and Wexford Railway, the police were influenced by the railway officials: *statement*, Vol. III., 83 (i); *denial*, Vol. III., 89 (ii).

Unemployed:

That the number of unemployed is usually 35 to 45 per cent.: *statement*, Vol. I., 29 (ii); *denial*, Vol. III., 13 (ii).

Wages:

That the average wages of stevedores are 17s. or 18s. a week: *denial*, Vol. I., 26 (ii).

That the rate of wages for an eight hours' day would be too high: *denial*, Vol. II., 69 (i).

That wages are not improving: *denial*, Vol. III., 13 (ii).

That the majority of the London Road Car Company's men were paid at the lowest rates before the strike in 1891: *denial*, Vol. III., 23 (i).

That the statement as to the rise of wages quoted in the Dockers' Annual Report is correct: *statement*, Vol. I., 16 (ii); *denial*, Vol. II., 18 (i).

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Wages—cont.

That the men received all earnings without any deductions: *statement*, Vol. I., 24 (i); *denial*, Vol. II., 24 (i).

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That deductions are made from seamen's wages for hospital expenses: *statement*, Vol. I., 35 (i); *denial*, Vol. II., 51 (i).

That deductions are made from wages of deceased seamen: *statement*, Vol. I., 36 (ii); *denial*, Vol. II., 36 (ii); 46 (ii); 47 (i).

That until recently fines were inflicted for the most trivial offences: *statement*, Vol. II., 65 (i); *denial*, Vol. III., 21 (i).

That deductions are made if a man fails to earn 2l.: *statement*, Vol. II., 65 (ii); *denial*, Vol. III., 24 (i).

That no overtime is paid for on the Lough Swilly Railway: *statement*, Vol. III., 80 (i); *denial*, Vol. III., 85 (ii).

That men are unjustly fined: *statement*, Vol. III., 81 (ii); *denial*, Vol. III., 87 (ii).

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