



PENNSYLVANIA ANTHRACITE COAL FIELD

Scale

REPORT  
TO THE  
PRESIDENT  
ON THE  
ANTHRACITE COAL STRIKE

OF  
MAY-OCTOBER, 1902,

BY THE  
ANTHRACITE COAL STRIKE COMMISSION.

WASHINGTON:  
GOVERNMENT PRINTING OFFICE.  
1903.

## ANTHRACITE COAL STRIKE COMMISSION.

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## MESSAGE

FROM THE

# PRESIDENT OF THE UNITED STATES,

TRANSMITTING

## THE REPORT OF THE ANTHRACITE COAL STRIKE COMMISSION AND APPENDICES THERETO.

MARCH 18, 1903.—Read and ordered to be printed.

*To the Senate:*

I transmit herewith the report to the President on the anthracite coal strike of May-October, 1902, by the Anthracite Coal Strike Commission appointed October 16, 1902, at the request of both the operators and the miners, "to inquire into, consider, and pass upon the questions in controversy in connection with the strike in the anthracite region" of Pennsylvania, "and the causes out of which the controversy arose."

THEODORE ROOSEVELT.

WHITE HOUSE, *March 18, 1903.*

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REPORT OF THE COMMISSION.

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**REPORT OF THE COMMISSION.**

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**HISTORY OF THE APPOINTMENT OF THE COMMISSION.**WASHINGTON, D. C., *March 18, 1903.***TO THE PRESIDENT:**

The undersigned, constituting the Commission appointed by you October 16, 1902, "at the request of both the operators and of the miners," "to inquire into, consider, and pass upon the questions in controversy in connection with the strike in the anthracite regions" of Pennsylvania "and the causes out of which the controversy arose," have the honor to make to you and, through you, to the parties to the submission the following report, findings, and award:

The authority of the Commission thus appointed to make a binding award is found in the letter of certain of the said anthracite coal operators addressed to the public a few days prior to the said 16th of October, 1902; in your telegram of that date to Mr. John Mitchell, pursuant to said letter, and in his reply, with the subsequent action of the employees of the various coal companies engaged in operating mines in the anthracite coal fields of Pennsylvania, as represented in a convention held at Wilkesbarre, Pa., October 21, 1902, certified to you by the officers of said convention.

In this respect the pertinent parts of the correspondence aforesaid are as follows:

**EXTRACT FROM COAL OPERATORS' LETTER RELATIVE TO SUBMISSION.**

We suggest a Commission be appointed by the President of the United States (if he is willing to perform that public service) to whom shall be referred all questions at issue between the respective companies and their own employees, whether they belong to a union or not, and the decision of that Commission shall be accepted by us.

The Commission to be constituted as follows:

1. An officer of the engineer corps of either the military or naval service of the United States.
2. An expert mining engineer, experienced in the mining of coal and other minerals and not in any way connected with coal mining properties, either anthracite or bituminous.
3. One of the judges of the United States courts of the eastern district of Pennsylvania.
4. A man of prominence eminent as a sociologist.
5. A man who by active participation in mining and selling coal is familiar with the physical and commercial features of the business.

It being the understanding that immediately upon the constitution of such Commission, in order that idleness and nonproduction may cease instantly, the miners will return to work, and cease all interference with or persecution of any nonunion men who are working or shall hereafter work. The findings of this Commission shall fix the date when the same shall be effective, and shall govern the conditions of employment between the respective companies and their own employees for a term of at least 3 years.

GEO. F. BAER,  
*President Philadelphia and Reading Coal and Iron Company,  
Lehigh and Wilkesbarre Coal Company,  
Temple Iron Company.*

E. B. THOMAS,  
*Chairman Pennsylvania Coal Company,  
Hillside Coal and Iron Company.*

W. H. TRUESDALE,  
*President Delaware, Lackawanna and  
Western Railroad Company.*

T. P. FOWLER,  
*President Scranton Coal Company,  
Elk Hill Coal and Iron Company.*

R. M. OLYPHANT,  
*President Delaware and Hudson Company.*

ALFRED WALTER,  
*President Lehigh Valley Coal Company.*

TELEGRAM OF THE PRESIDENT TO JOHN MITCHELL.

WHITE HOUSE,  
*Washington, October 16, 1902.*

MR. JOHN MITCHELL,  
*President United Mine Workers of America, Wilkesbarre, Pa.:*

I have appointed as commissioners Brig. Gen. John M. Wilson, Mr. E. W. Parker, Judge George Gray, Mr. E. E. Clark, Mr. Thomas H. Watkins, and Bishop John L. Spalding, with Hon. Carroll D. Wright as recorder. These names are accepted by the operators, and I now most earnestly ask and urge that the miners likewise accept this Commission. It is a matter of vital concern to all our people, and especially to those in our great cities who are least well off, that the mining of coal should be resumed without a day's unnecessary delay.

THEODORE ROOSEVELT.

EXTRACT FROM LETTER OF JOHN MITCHELL TO THE PRESIDENT.

WILKESBARRE, PA., *October 16, 1902.*

HON. THEODORE ROOSEVELT,  
*President of the United States,  
Washington, D. C.*

DEAR SIR:

Replying thereto [to the above telegram], I beg to inform you that your recommendations were submitted to the members of the executive

boards of districts 1, 7, and 9, United Mine Workers of America, and they have unanimously agreed to call a delegate convention, to be held next Monday, and will recommend to the convention that all men now on strike return to the positions and working places formerly occupied by them, and submit to the Commission appointed by you all questions at issue between the operators and mine workers of the anthracite coal fields.

JOHN MITCHELL,  
*President United Mine Workers of America.*

ACTION OF THE MINE WORKERS' REPRESENTATIVES IN CONVENTION, AGREEING TO THE SUBMISSION, AS CERTIFIED BY THE OFFICERS OF SAID CONVENTION.

WILKESBARRE, PA., *October 21, 1902.*

HON. THEODORE ROOSEVELT,  
*President of the United States,  
Washington, D. C.*

DEAR SIR: We, the representatives of the employees of the various coal companies engaged in operating mines in the anthracite coal fields of Pennsylvania, in convention assembled, having under consideration your telegram of October 16, 1902, addressed to John Mitchell, president United Mine Workers of America, have decided to accept the proposition therein embodied and submit all the questions at issue between the operators and mine workers of the anthracite coal region for adjustment to the Commission which you have named. In pursuance of that decision we shall report for work on Thursday morning, October 23, in the positions and working places occupied by us prior to the inauguration of the strike. We have authorized John Mitchell, president of the United Mine Workers of America, with such assistants as he may select, to represent us in all hearings before the Commission.

JOHN MITCHELL,  
*Chairman of Convention.*  
W. B. WILSON,  
*Secretary of Convention.*

It will thus be seen that the Commission is authorized by two parties to a controversy to make, as to them, a binding award. The language of the proposition made by the operators is that "a Commission be appointed by the President \* \* \* to whom shall be referred all questions at issue between the respective companies and their own employees, whether they belong to a union or not, and the decision of that Commission shall be accepted by us," and that of the acceptance by the representative convention of mine workers being that they "accept the proposition [for a commission as proposed by the operators] \* \* \* and submit all the questions at issue between the operators and mine workers of the anthracite coal region for adjustment to the Commission which you have named."

The signatory operators and their employees represented in the

Wilkesbarre convention were therefore in substantial agreement as to the fact and the scope of the submission proposed.

Mr. Carroll D. Wright having been, with the consent of both sides, added to the Commission, the undersigned received from you the following letter:

PRESIDENT'S APPOINTMENT OF THE COMMISSION.

WHITE HOUSE,  
Washington, October 23, 1902.

TO THE ANTHRACITE COAL STRIKE COMMISSION.

GENTLEMEN: At the request both of the operators and of the miners I have appointed you a Commission to inquire into, consider, and pass upon the questions in controversy in connection with the strike in the anthracite region, and the causes out of which the controversy arose. By the action you recommend, which the parties in interest have in advance consented to abide by, you will endeavor to establish the relations between the employers and the wage workers in the anthracite fields on a just and permanent basis, and, as far as possible, to do away with any causes for the recurrence of such difficulties as those which you have been called in to settle. I submit to you herewith the published statement of the operators, following which I named you as the members of the Commission.

THEODORE ROOSEVELT.

By virtue of the authority conferred in the premises, the Commission met in Washington October 24, organized by choosing a chairman, and directed the recorder to notify the signatory operators and parties to the submission, and John Mitchell, as chairman of the Wilkesbarre convention, to appear before the Commission in Washington October 27, 1902. Pursuant to this notice, all the signatory operators appeared by counsel, and the mine workers represented in the said Wilkesbarre convention by John Mitchell and others associated with him. After hearing the suggestions of counsel as to the mode of procedure, it was decided to adjourn, to meet in the city of Scranton on the 14th of November, that in the meantime there might be filed with the Commission statements of claim by the representatives of the mine workers and answers thereto by the signatory operators, and that other preparation might be made for hearing the parties to the controversy.

It was also determined, in order to enable the members of the Commission to familiarize themselves to some extent with the physical conditions of the anthracite region, and the practical operation of mining coal, that they would, before beginning the hearings, make a tour of the said region, visiting such of the mines as should be indicated by a joint committee representing the operators and the miners, and observing, so far as they might have opportunity, the general conditions under which the miners worked and lived. Seven days were accordingly devoted to such investigation. The Commission was thus enabled to learn much that has proved invaluable in the sub-

sequent hearings and deliberations. Every facility was furnished by the operators for a thorough examination of the mines, breakers, and the various machinery for pumping, ventilating, and carrying on generally the mining operations.

Prior to the opening of the hearings in Scranton, the Commission caused letters to be sent in its name to all the coal companies and individual operators of the anthracite region of Pennsylvania not already parties to the submission, inviting them severally to become parties, by intervention and agreement to be bound by the award to be made, and by filing written notice to that effect with the recorder of the Commission.

LIST OF INDEPENDENT OPERATORS.

The following list comprises all the independent operators, so called, known to the Commission, and to whom the letter cited above was sent:

M. B. Williams.  
T. M. Righter.  
Lowellyn Coal Company.  
Mount Jessup Coal Company.  
Moosic Coal Company.  
Dolph Coal Company.  
Riverside Coal Company.  
Carney & Brown.  
Black Diamond Coal Company.  
Horton Coal Company.  
Austin Coal Company.  
Green Ridge Coal Company.  
Wm. Connell & Co.  
Ternyn & Co.  
Elliott, McClure & Co.  
A. D. & F. M. Spencer.  
Nay-Aug Coal Company.  
Bull's Head Coal Company.  
North American Coal Company.  
Gibbons Coal Company.  
People's Coal Company.  
Clear Spring Coal Company.  
W. G. Payne & Co.  
Kingston Coal Company.  
Red Ash Coal Company.  
Parrish Coal Company.  
Characey Coal Company.  
A. Pardee & Co.  
Union Coal Company.  
W. R. McTurk & Co.  
Stevens Coal Company.  
Melville Coal Company.  
Avoca Coal Company.  
Ramb Coal Company.  
Wyoming Coal and Land Company.  
Plymouth Coal Company.  
Allen Coal Company.

G. B. Markle & Co.  
Estate of A. S. Van Wickle.  
Pardee Bros. & Co.  
Calvin Pardee & Co.  
Upper Lehigh Coal Company.  
M. S. Kemmerer.  
J. S. Wentz & Co.  
Lentz, Lilly & Co.  
Silver Brook Coal Company.  
Mill Creek Coal Company.  
Thomas Coal Company.  
Lawrence Coal Company.  
Cambridge Coal Company.  
Brookwood Coal Company.  
C. M. Dodson & Co.  
Midvalley Coal Company.  
Enterprise Coal Company.  
Lehigh Coal and Navigation Company.  
Dodson Coal Company.  
Bedell Brothers.  
Lytle Coal Company.  
T. M. Dodson & Co.  
Buck Run Coal Company.  
Excelsior Coal Company.  
Robertson & Law.  
Geo. Graeber.  
William Penn Coal Company.  
Thos. R. Brooks.  
St. Clair Coal Company.  
East Ridge Coal Company.  
Pine Hill Coal Company.  
Susquehanna Coal Company.  
Shipman Coal Company.  
Girard Coal Company.  
Traders' Coal Company.  
I. A. Stearns.  
Warrior Run Coal Company.

From time to time during the progress of the hearings intervention were made by the parties as named above, and they were added to the original signatory companies proposing the submission. The following independent or individual operators, some of whom filed answer and all of whom agreed to abide by the award of the Commission were represented by counsel:

Dolph Coal Company.	Clear Spring Coal Company.
Black Diamond Coal Company.	Raub Coal Company.
Green Ridge Coal Company.	East Boston Coal Company.
Nay-Aug Coal Company.	Buck Run Coal Company.
Carney & Brown.	Northern Anthracite Coal Company.
Wm. Connell & Co.	Peoples Coal Company.
Elliott, McClure & Co.	Pine Hill Coal Company.
Wyoming Coal and Land Company.	Enterprise Coal Company.
Geo. F. Lee & Co.	Parrish Coal Company.
Gardner Creek Coal Company.	Lehigh Coal and Navigation Company.
William Richmond.	G. B. Markle & Co.
Riverside Coal Company.	A. Pardee & Co.
North End Coal Company.	Pardee Bros. & Co.
West End Coal Company.	Calvin Pardee & Co.
Robertson & Law.	J. S. Wentz & Co.
Gibbons Coal Company.	C. M. Dodson & Co.
Rissinger Bros. & Co.	Upper Lehigh Coal Company.
Jermyn & Co.	Silver Brook Coal Company.
Austin Coal Company.	St. Clair Coal Company.
A. D. & F. M. Spencer.	Estate of A. S. Van Wickle.
Stevens Coal Company.	

The following companies stated their willingness to abide by the award of the Commission, but were not represented before it by counsel or otherwise:

Susquehanna Coal Company.	Thomas Coal Company.
Wm. Penn Coal Company.	Coxe Bros & Co.
Mineral Railroad and Mining Company.	Mount Jessup Coal Company.
Summit Branch and Lykens Valley Coal Company.	Lytle Coal Company.
Union Coal Company.	Alden Coal Company.

In the appendix will be found a list of counsel and the companies they represent.<sup>(a)</sup>

Upon the opening of the hearings in Scranton an application to be heard before the Commission was presented by Messrs. Lenahan & O'Brien, as counsel for certain nonunion mine workers. This application was duly considered, and it was ordered that the counsel aforesaid file their authority for their appearance, together with an agreement to be bound by the award of the Commission. In compliance with this order, a power of attorney executed by more than two thousand persons, representing themselves to be nonunion mine workers, was filed, with an agreement on their part to be bound by the award;

<sup>a</sup>See pages 91, 92.

and in the subsequent proceedings said counsel appeared and took part, producing testimony and participating in the final arguments.

For the convenience of those working in the mines, the Commission heard all the testimony on behalf of the mine workers, including part of that produced by the nonunion mine workers, in the city of Scranton, and then adjourned to meet in the city of Philadelphia, where was heard the final testimony of the nonunion mine workers and that adduced by the operators, and the rebutting testimony for the mine workers. These proceedings were concluded Thursday, February 5, and adjournment was taken till Monday, February 9, to enable counsel to prepare arguments, to the hearing of which a week was devoted.

The total number of witnesses examined before the Commission was 558. The number called by the counsel for the striking anthracite mine workers was 240; by counsel for the nonunion men, 153; by counsel for the operators, 154, and by the Commission, 11. The record of testimony makes 10,047 legal cap pages, besides a vast quantity of exhibits, statistics, and other pertinent matter.

Arguments on behalf of the striking mine workers were made by Messrs. McCarthy, Lloyd, Brumm, and Darrow; on behalf of the nonunion men, by Mr. Lenahan; on behalf of the independent operators, by Messrs. Reynolds, Burns, and Dickson; and on behalf of the signatory operators, by Messrs. Torrey, Warren, Gowen, Wolverton, and Baer, Mr. Baer closing for the operators and Mr. Darrow for the miners. Briefs were also filed by Messrs. Alfred Hand and Andrew H. McClintock, and a printed argument by Mr. H. T. Newcomb.

At the close of the hearings in Philadelphia the Commission adjourned to Washington for consideration of the testimony and for the deliberation necessary to the formation of its findings and award. Before entering upon a review of the deliberations of the Commission, it seems wise to present some account of the anthracite regions, the cause and course of the strike, and other matters necessary to a full understanding of the situation.

#### ANTHRACITE COAL REGION AND ITS PRODUCTION.

There is probably no other commodity entering into human consumption which possesses so much the character of a natural monopoly as the anthracite coal of Pennsylvania. The only other known deposits of anthracite coal of economic value in the United States are in Colorado and New Mexico, but these are all comparatively insignificant, yielding less than 100,000 tons annually. Practically, therefore, the entire source of supply of this fuel is confined to an area of 496 square miles, in nine counties in the State of Pennsylvania. Of these nine counties, five, i. e., Lackawanna, Luzerne, Schuylkill, Northumberland, and Carbon, produce ninety-six per cent of the total output. The four less

important producing counties are Susquehanna, Dauphin, Columbia, and Sullivan.

The output of anthracite coal in 1901 amounted to 60,242,560 long tons, with a value at the mines of \$112,504,020. As an indication of the comparative importance of this industry it may be stated that the value of this product exceeded that of any other nonmetallic product of the United States in 1901, with the exception of bituminous coal, and exceeded the value of any metallic product, with the exception of pig iron. It amounted to considerably more than ten per cent of the entire value of the mineral output of the United States in 1901.

The official records of anthracite coal production date from 1820, in which year 365 tons were mined and shipped from the Lehigh region, but for more than fifty years previous to this date anthracite coal had been known to exist and had been mined to a small extent, principally for local consumption. The discovery of anthracite was made in 1762 by Connecticut pioneers in the Wyoming Valley, but so far as known, none of it was used nor was any attempt made to use it until 1768, when a small amount was consumed for domestic purposes. In the following year a successful attempt to utilize anthracite in a smelting forge was made by Obadiah Gore.

The regular use of the new fuel (commonly called "black stones" by the pioneers) may be said to have begun at about the breaking out of the Revolutionary war, as in 1775 some coal was mined on the banks of the Susquehanna River near where Pittston now stands, and from 1776 to 1780 coal was mined near Wilkesbarre and shipped to Carlisle. Its first use for metallurgical purposes is recorded as having occurred in 1778, when nails were made with anthracite coal by Judge Jesse Fell, of Wilkesbarre. From this until the opening of the nineteenth century further discoveries were made throughout the region and attempts were made to ship the coal to Philadelphia, but much difficulty was encountered in convincing the conservative inhabitants of that city that the "black stones" were capable of combustion and of producing heat. The firm of Abijah Smith & Co., of Plymouth, in the Wyoming Valley, is given credit for the first commercial venture in the mining and marketing of anthracite coal. This firm in 1807 mined 55 tons of anthracite, which was shipped to other points and marketed. The following year the same firm shipped several ark loads by the Susquehanna River to the town of Columbia.

In 1812 the new fuel was successfully used in an iron furnace in Philadelphia, and a small quantity was shipped to New York and sold at \$15 a ton. A number of mines were opened in the different regions in the next five years, and in 1818 the Lehigh Navigation Company and the Lehigh Coal Company were organized and were shortly afterwards merged into what is still known as the Lehigh Coal and Navigation Company. The first year that this company shipped coal was in

1820, fifty-eight years after the discovery in the Wyoming Valley, and amounted in that year, as previously stated, to 365 tons. The following year the shipments rose to 1,073 tons. In 1822 the Schuylkill region was opened and the production from these two fields rapidly increased until 1829, when the Wyoming region began shipping. The development of this industry since these early years of struggle is shown in the following table:

ANNUAL SHIPMENTS OF ANTHRACITE COAL FROM THE SCHUYLKILL, LEHIGH, AND WYOMING REGIONS FROM 1820 TO 1901, INCLUSIVE.

Year.	Schuylkill region.		Lehigh region.		Wyoming region.		Total. Quantity.
	Quantity.	Per cent.	Quantity.	Per cent.	Quantity.	Per cent.	
	Long tons.		Long tons.		Long tons.		
1820			365				365
1821			1,073				1,073
1822	1,480	39.79	2,240	60.21			3,720
1823	1,128	16.23	5,823	83.77			6,951
1824	1,567	14.10	9,541	85.90			11,108
1825	6,500	18.60	28,393	81.40			34,893
1826	16,767	34.90	31,280	65.10			48,047
1827	31,360	49.44	32,074	50.56			63,434
1828	47,284	61.00	30,232	39.00			77,516
1829	79,973	71.35	25,110	22.40	7,000	6.25	112,083
1830	89,984	51.50	41,750	23.90	43,000	24.60	174,734
1831	81,854	46.29	40,966	23.17	54,000	30.54	176,820
1832	209,271	57.61	70,000	19.27	84,000	23.12	363,271
1833	252,971	51.87	123,001	25.22	111,777	22.91	487,749
1834	226,692	60.19	106,244	28.21	43,700	11.60	376,636
1835	339,508	60.54	131,250	23.41	90,000	16.05	560,758
1836	432,045	63.16	148,211	21.66	103,861	15.18	684,117
1837	530,152	60.98	223,902	25.75	115,387	13.27	869,441
1838	446,875	60.49	213,615	28.92	78,207	10.59	738,697
1839	475,077	58.05	221,025	27.01	122,300	14.94	818,402
1840	490,596	56.75	225,313	26.07	148,470	17.18	864,379
1841	624,466	65.07	143,637	14.90	192,270	20.03	959,773
1842	583,273	52.62	272,540	24.59	252,599	22.79	1,108,412
1843	710,200	56.21	267,793	21.19	285,605	22.60	1,263,598
1844	887,937	54.45	377,002	23.12	365,911	22.43	1,630,850
1845	1,131,724	56.22	429,453	21.33	451,836	22.45	2,013,013
1846	1,308,600	55.82	517,116	22.07	518,389	22.11	2,344,005
1847	1,665,735	57.79	633,507	21.98	583,067	20.23	2,882,309
1848	1,733,721	56.12	670,321	21.70	685,196	22.18	3,089,238
1849	1,728,500	53.30	781,556	24.10	732,910	22.60	3,242,966
1850	1,840,620	54.80	690,456	20.56	827,823	24.64	3,358,899
1851	2,328,525	52.34	964,224	21.68	1,156,167	25.98	4,448,916
1852	2,636,835	52.81	1,072,136	21.47	1,284,500	25.72	4,993,471
1853	2,665,110	51.30	1,054,309	20.29	1,475,732	28.41	5,195,151
1854	3,191,670	53.14	1,207,186	20.13	1,603,478	26.73	6,002,334
1855	3,552,943	53.77	1,284,113	19.43	1,771,511	26.80	6,608,567
1856	3,603,029	52.91	1,351,970	19.52	1,972,581	28.47	6,927,580
1857	3,373,797	50.77	1,318,541	19.84	1,952,603	29.39	6,644,941
1858	3,273,245	47.86	1,380,030	20.18	2,186,094	31.96	6,839,369
1859	3,448,708	44.16	1,628,311	20.86	2,731,236	34.98	7,808,255
1860	3,749,632	44.04	1,821,674	21.40	2,941,817	34.56	8,513,123
1861	3,160,747	39.74	1,738,377	21.85	3,055,140	38.41	7,954,264
1862	3,372,583	42.86	1,351,054	17.17	3,145,770	39.97	7,869,407
1863	3,911,683	40.90	1,894,713	19.80	3,759,610	39.30	9,566,006
1864	4,161,970	40.39	2,054,669	20.19	3,960,836	38.92	10,177,475
1865	4,356,959	45.14	2,040,913	21.14	3,254,519	33.72	9,652,391
1866	5,787,902	45.56	2,179,364	17.15	4,736,616	37.29	12,703,882
1867	5,161,671	39.74	2,502,054	19.27	5,325,000	40.99	12,988,725
1868	5,330,737	38.52	2,502,582	18.13	5,968,146	43.25	13,801,465
1869	5,775,138	41.66	1,949,673	14.06	6,141,369	44.28	13,866,180
1870	4,968,157	30.70	3,239,374	20.02	7,974,660	49.28	16,182,191
1871	6,552,772	41.74	2,235,707	14.24	6,911,242	44.02	15,699,721
1872	6,694,890	34.03	3,873,339	19.70	9,101,549	46.27	19,669,778
1873	7,212,601	33.97	3,705,595	17.46	10,309,755	48.57	21,227,952
1874	6,866,877	34.09	3,773,836	18.73	9,504,468	47.18	20,145,121
1875	6,281,712	31.87	2,334,605	14.38	10,596,155	53.75	19,712,472
1876	6,221,934	33.63	3,854,919	20.84	8,424,158	45.53	18,501,011
1877	8,195,042	39.35	4,332,760	20.80	8,300,377	39.85	20,828,179
1878	6,282,226	35.68	3,237,449	18.40	8,085,587	45.92	17,605,262
1879	8,960,829	34.28	4,595,567	17.58	12,586,293	48.14	26,142,689
1880	7,554,742	32.23	4,463,221	19.05	11,419,279	48.72	23,437,242
1881	9,258,958	32.46	5,294,676	18.58	13,951,383	48.96	28,500,017
1882	9,459,288	32.48	5,689,437	19.54	13,971,371	47.98	29,120,096

## ANNUAL SHIPMENTS OF ANTHRACITE COAL FROM THE SCHUYLKILL, LEHIGH, AND WYOMING REGIONS FROM 1820 TO 1901, INCLUSIVE—Concluded.

Year.	Schuylkill region.		Lehigh region.		Wyoming region.		Total.
	Quantity.	Per cent.	Quantity.	Per cent.	Quantity.	Per cent.	
	<i>Long tons.</i>		<i>Long tons.</i>		<i>Long tons.</i>		<i>Long tons.</i>
1883.....	10,074,726	31.69	6,113,809	19.23	15,604,492	49.08	31,793,027
1884.....	9,478,314	30.85	5,562,226	18.11	α 15,677,753	51.04	30,718,293
1885.....	9,488,426	30.01	5,898,634	18.65	α 16,236,470	51.34	31,623,530
1886.....	9,381,407	29.19	5,723,129	17.89	α 17,031,826	52.82	32,136,362
1887.....	10,609,028	30.63	4,347,061	12.55	α 19,684,929	56.82	34,641,018
1888.....	10,654,116	27.93	5,639,236	14.78	α 21,852,366	57.29	38,145,718
1889.....	10,486,185	29.28	6,294,073	17.57	α 19,036,835	53.15	35,817,093
1890.....	10,867,822	29.68	6,329,658	17.28	α 19,417,979	53.04	36,615,459
1891.....	12,741,258	31.50	6,381,838	15.78	α 21,325,240	52.72	40,448,336
1892.....	12,626,784	30.14	6,451,076	15.40	22,815,480	54.46	41,899,340
1893.....	12,357,444	28.68	6,892,352	15.99	23,839,741	55.33	43,089,537
1894.....	12,035,005	29.08	6,705,434	16.20	22,650,761	54.72	41,391,200
1895.....	14,269,932	30.68	7,298,124	15.69	24,943,421	56.63	46,511,477
1896.....	13,097,571	30.34	6,490,441	15.03	23,589,473	54.63	43,177,485
1897.....	12,181,061	29.26	6,249,540	15.00	23,207,263	55.74	41,637,864
1898.....	12,078,875	28.83	6,253,109	14.92	23,567,767	56.25	41,899,751
1899.....	14,199,009	29.79	6,887,909	14.45	26,578,286	55.76	47,665,204
1900.....	13,502,782	29.94	6,918,627	15.33	24,686,125	54.73	45,107,484
1901.....	16,019,591	29.92	7,211,974	13.45	30,337,036	56.63	53,568,601
Total.....	409,472,958	33.41	208,568,818	17.02	607,589,493	49.57	1,225,581,269

α Includes Loyalsock field.

As seen, the Lehigh region, which was the first opened, became second in importance in 1828, and the Wyoming region, the last to be developed, took first place in 1867, retaining its supremacy to the present time. In the eighty-two years of recorded shipments the Wyoming region has produced nearly 50 per cent, the Schuylkill region a little over 33 per cent, and the Lehigh region about 17 per cent of the total output. The total shipments in these eighty-two years have amounted to 1,225,581,269 long tons. Adding to this the estimated local and colliery consumption of about 10 per cent of the shipments, the total production has amounted to about 1,350,000,000 long tons.

Although the value of anthracite coal as a fuel was demonstrated in the first quarter of the last century, and although in 1836 the Franklin Institute, of Philadelphia, offered a prize to anyone who should first produce twenty tons of pig iron by use of anthracite, it was not successfully employed in blast-furnace practice until 1838, and the Franklin Institute prize was not awarded. About the middle of the last century anthracite began to be largely used for the manufacture of pig iron, and in 1855 exceeded the use of charcoal for that purpose. Its general utilization for this purpose, however, was somewhat short-lived. The use of coke, a product from bituminous coal, was growing rapidly, and in 1875 anthracite fell behind that fuel in blast-furnace consumption. Since 1875 its decline for blast-furnace use has been quite rapid, and at the present time very little anthracite coal finds its way into pig-iron manufacture.

This decline has had a material effect upon the anthracite industry beyond of the mere fact of the loss of an important market. The coal

formerly sold for blast-furnace use was lump coal. It was, therefore, a profitable product. The cutting off of this outlet has made necessary the breaking down of lump coal to meet the requirements for domestic consumption, resulting in the production of a larger amount of fine coal, much of which, until quite recently, has been considered waste output, and which is still sold at prices far below the cost of production. A considerable percentage of dust and culm is made, for which no market has yet been secured. The general conditions and problems affecting the present marketing of anthracite coal are treated in another portion of this report, and need not be considered in detail here. What is of some importance, however, in connection with the discussion of the past production is a consideration of what is to be expected in the future in the way of production and the probable duration of the anthracite coal supply. The original deposits of the anthracite coal field have been ascertained with a reasonable degree of accuracy.

According to the estimates of the Pennsylvania geological survey, the amount of workable anthracite coal originally in the ground was 19,500,000,000 tons. The production to the close of 1901, as previously stated, amounted to 1,350,000,000 long tons, which would indicate that there remained still available a total of 18,150,000,000 tons. Unfortunately, however, for every ton of coal mined and marketed one and one-half tons, approximately, are either wasted or left in the ground as pillars for the protection of the workings, so that the actual yield of the beds is only about forty per cent of the contents. Upon this basis the exhaustion to date has amounted to 3,375,000,000 tons. Deducting this from the original deposits, the amount of anthracite remaining in the ground at the close of 1901 is found to be, approximately, 16,125,000,000. Upon the basis of forty per cent recovery, this would yield 6,450,000,000 long tons. The total production in 1901 was 60,242,560 long tons. If this rate of production were to continue steadily, the fields would become exhausted in just about one hundred years.

Mr. William Griffith, in a series of articles contributed to the Bond Record in 1896, considers that the estimates upon which the foregoing computations have been made were too liberal. His estimate of the amount of minable coal remaining at the close of 1895 was 5,073,786,750 tons.<sup>(a)</sup>

In the six years from 1896 to 1901, inclusive, the production has

<sup>a</sup> Mr. Griffith's estimate includes all workable coal in the Northern field, having beds 4 feet thick and yielding 3 feet of clean coal. In the other fields it includes seams 3 feet in thickness, capable of yielding 2½ feet of clean coal. It excludes the culm piles, mine pillars, etc. The acreage of each bed is multiplied by the thickness of the seams in feet and thus reduced to foot-acres. Each foot-acre was estimated to produce 650 tons of coal, and on the first of January, 1896, the unworked areas estimated to contain 7,805,826 foot-acres, or 5,073,786,750 tons.

been, approximately, 308,570,000 tons, which would leave still available for mining 4,765,216,750 tons. This supply, at the rate of production in 1901, would last a little less than eighty years. But as indicating how susceptible to error are human predictions, it is well to state that in his carefully prepared statement, published in 1896, Mr. Griffith assumes the limit of annual production would be reached in 1906 and would amount in that year to 60,000,000 tons.

This amount of production was reached in 1901, in just half the time predicted by Mr. Griffith, and the production of January, 1903, as recently reported, shows that the anthracite mines are capable of producing at a rate of 72,000,000 tons annually in their present state of development. It is not to be supposed, however, that the annual rate of anthracite production will continue practically uniform until the mines are exhausted and then suddenly cease. Portions of the fields have already been worked out, others are rapidly approaching total exhaustion, while others at the present rate of production will, it is calculated, last from seven hundred to eight hundred years. If we can assume the annual production will have reached its maximum limit at between 60,000,000 and 75,000,000 tons, and that the production will then fall off gradually as it increased, we may expect anthracite mining to continue for a period of from two hundred to two hundred and fifty years.

This estimate is based upon the assumption that the available coal will remain at about forty per cent of the reserves. How much this may be increased by better mining methods and the utilization of former waste material, it is impossible to say. Already a large amount of fuel is being recovered from the old culm banks, and it seems safe to predict that the coal saved will, in the near future, equal fifty per cent of the contents of the fields worked. However we may make our estimates of future production, it is apparent that the maximum output has been almost if not quite reached. The production henceforth will be from lower levels and thinner seams than those previously worked. This will necessitate greater expense in mining and, consequently, higher prices for the fuel. With higher prices will necessarily follow more economy in consumption, greater restriction of the market, and the increased competition of other fuels. All conditions seem to combine for the conservation of the supply of anthracite coal.

It is interesting to note to what an extent the production is now controlled by the large corporations engaged in the business. Mr. Griffith, in his contribution to the Bond Record, states that the railroads either own or control 96.29 per cent of the anthracite deposits, nearly 91 per cent being actually owned by the transportation companies. (a)

<sup>a</sup>See pages 235 to 257 for extract from a report of United States Geological Survey on coal-operating roads.

## MARKET CONDITIONS.

The endeavor to control this natural monopoly, has led many to miscalculate the anticipated increase in value of anthracite coal, due to said increase being more gradual than they had thought, causing in the past undue competition, unwarranted development of the mines, and financial disaster to many of the interests participating in this competition, so that the business has been subject to violent fluctuations. The rivalry between railroads, resulting in the construction of lines into the region, with the idea of securing a portion of this attractive tonnage, has also contributed to the unsettled manner of conducting the business.

These causes have led to the opening of new mines and the production of coal beyond the market demand. This seems to have been particularly the case during the six years from 1893 to 1899. The result of this increased capacity to produce was detrimental to all interests engaged in the business, and was felt especially by the mine workers, who could be given employment only from 160 to 175 days during the year. The gradual concentration of anthracite mining properties in the hands of fewer corporations, and the gradual increase in consumption of the product, have contributed to secure more uniform conditions in mining and the management of the business.

The consumption of anthracite coal, especially of the "domestic" sizes, is much larger during the winter months than during the remainder of the year, and while the mining operations were conducted by individual operators and small corporations, with limited capital, the mining was more active during the fall and winter months, the output being limited during the spring and summer months, on account of inability to provide storage plants at the far distant points of consumption to which coal could be transported by water while navigation was open.

Anthracite is prepared in nine sizes, for which there are different uses. "Lump" coal is taken as it comes out of the mine, and it is marketed for use either in iron furnaces or locomotives. The demand for this size is limited, and the remainder of the coal is broken by rolls and screened into sizes known as "grate," "egg," "stove," "chestnut," "pea," and "No. 1," "No. 2," and "No. 3 buckwheat."

"Grate" is used in house furnaces and some of it for steam purposes, but it is known as one of the "domestic" sizes.

"Egg" is used principally for domestic purposes in furnaces.

"Stove" and "chestnut" are used entirely for domestic purposes in stoves, furnaces, and ranges.

"Pea" is used to a small extent for domestic purposes, but mostly for steam.

"Buckwheat No. 1," "No. 2," and "No. 3" are the "small sizes,"

and are used entirely for steam purposes, coming directly in competition with bituminous coal.

The sizes above "pea" are known as "domestic," and bring higher prices than the so-called "steam" sizes. In fact, were it not for the ability to obtain higher prices for these "domestic" sizes the business could not be profitably conducted, as the "steam" sizes are sold below the average cost of production, "buckwheat No. 3" realizing about 30 cents per ton at the mine to the operator, "buckwheat No. 2" about 40 cents per ton, "buckwheat No. 1" about 85 cents per ton, and "pea" coal about \$1.30.

The total cost of all sizes for the mining and preparing of the coal at the mine, to some of the large companies, is about \$2 per ton, while a considerable portion of the product is sold and delivered in New York Harbor for less than that amount, so that the prices realized at the mine for about forty per cent of the product averages not over \$1 per ton. This loss on the smaller sizes, if the business is to be profitable, must be recovered from the "domestic" sizes, which are about sixty per cent of the product, so that in speaking of the cost, which is based on the total of all sizes, one must bear in mind the above facts in comparing that cost with the prices obtained by the operators for the "domestic" sizes.

As shown by the figures prepared by Mr. Wm. W. Ruley, the total amount of anthracite coal transported to market during the year 1901 was 53,568,601 long tons. The geographical distribution of this tonnage was as follows:

## GEOGRAPHICAL DISTRIBUTION OF ANTHRACITE COAL MARKETED IN 1901.

	Long tons.	Per cent.
Pennsylvania, New York, and New Jersey .....	35,234,059	65.77
New England States .....	8,199,940	15.31
Western States .....	5,963,035	11.13
Southern States .....	2,142,744	4.00
Pacific coast .....	20,000	.04
Dominion of Canada .....	1,933,283	3.61
Foreign ports .....	75,540	.14
Total .....	53,568,601	100.00

The same authority estimates the consumption of anthracite coal along the eastern seaboard, north of and including Philadelphia, during 1901, as follows:

	Long tons.
Philadelphia .....	4,225,000
New Jersey coast .....	1,000,000
New York City, Brooklyn, Long Island, and Staten Island .....	9,000,000
Miscellaneous coast points—Connecticut .....	1,000,000
Miscellaneous coast points—Rhode Island .....	600,000
Boston .....	2,000,000
Miscellaneous coast points—Massachusetts .....	500,000
Miscellaneous coast points—New Hampshire .....	250,000
Miscellaneous coast points—Maine .....	400,000
Total .....	18,975,000

This tonnage originates along the lines of, and is transported to market on, the following railroads: Philadelphia and Reading; Central Railroad of New Jersey; Lehigh Valley; Delaware, Lackawanna and Western; Delaware and Hudson Company; Erie; New York, Susquehanna and Western; New York, Ontario and Western; Pennsylvania; and Delaware, Susquehanna and Schuylkill.

During the past ten years there has been considerable change in the demand for coal of certain sizes, as shown by the following statement of tonnage shipped in 1892 as compared with 1901:

## QUANTITY OF COAL OF VARIOUS SIZES SHIPPED IN 1892 AND 1901.

Size.	1892.		1901.	
	Long tons.	Per cent.	Long tons.	Per cent.
Lump .....	3,907,296	9.3	2,187,553	4.1
Grate .....	4,692,137	11.2	4,423,584	8.3
Full .....	6,078,277	14.5	6,989,330	13.1
Stove .....	9,681,988	23.1	10,561,957	19.7
Chestnut .....	7,508,580	17.9	10,250,550	19.1
Prepared sizes .....	27,980,982	66.7	32,225,421	60.2
Pea .....	5,258,838	12.6	7,555,948	14.1
Buckwheat No. 1 .....	3,971,025	9.5	7,894,613	14.7
Smaller than buckwheat No. 1 .....	795,179	1.9	3,705,066	6.9
Small sizes .....	10,025,042	24.0	19,155,627	35.7
Total .....	41,893,320	100.0	53,568,601	100.0

While the total shipments of anthracite in 1901 were 53,568,601 long tons, or about 11,500,000 tons more than in 1892, only about 4,000,000 tons of this increase was in the sizes above "pea" coal. Of the total shipments of anthracite during the year 1901, 2,567,335 tons were not fresh-mined coal, but were taken from the old waste banks and prepared for market through washeries constructed for that purpose, whereas in 1892 only 90,495 tons were shipped from washeries.

The average f. o. b. prices per ton received for the different sizes sold at New York Harbor during the year 1901, for the Wyoming region, as reported by Mr. Ruley, were:

Grate .....	\$3.4472
Full .....	3.9778
Stove .....	4.3211
Chestnut .....	4.3230
Pea .....	2.5769
Buckwheat No. 1 .....	2.1020
Buckwheat No. 2 .....	1.4383
Buckwheat No. 3 .....	1.1575

The introduction of improved methods for burning the small sizes may gradually enable the operator to get better prices for them, but the price must always be controlled or affected by the competition of bituminous coal. In preparing the coal it is evident that it is to the interest of the operator to make as large a percentage of the "domes-

the" sizes as practicable, but it is impossible to prevent a large amount of waste by breakage in preparation; some of this, however, is saved in small sizes, which must be marketed at the best price obtainable.

The demand for the different sizes is not uniform throughout the year, but all sizes must be produced if any size is wanted; consequently storage facilities for sizes not needed immediately must be provided, causing another investment and source of expense in storing and taking up again. In order to operate the mines more steadily throughout the year and to provide for the increased consumption without opening additional mines, it became necessary for the larger companies engaged in the business to provide storage facilities for many of the sizes that are not generally used through the spring and summer months. Anthracite being used over a large section of the country, these storage plants have been gradually installed at different points. These are used for storing coal during the spring and summer months, leaving the nearby points to be supplied with fresh-mined coal during the winter. These storage plants, however, do not take care of all the coal that could be mined, and the method has been adopted, and carried out fairly well during the past two years, of giving discounts to consumers who buy their coal during the spring and early summer months. This system has worked with general satisfaction, as it enables the companies to have the advantage of the consumers' bins for storage purposes.

There has been a decided improvement in the past three years in the conditions controlling the anthracite business; among others, the general prosperity of the country has led to an increased consumption of anthracite more nearly approaching the capacity to produce, consequently removing to a great extent the strong competition on the part of the operators. The strike of 1900 limited the production of that year, causing higher prices than had been obtained for some years previous. The operators were enabled to secure about the same prices during the period between the 1900 strike and the long strike of 1902, which again reduced the shipments of coal to the extent of over 22,000,000 tons, so that the present prices which the operators are able to obtain are due to this unusual reduction of output.

Anthracite, though regarded largely as a necessity, is not free from competition, and unreasonably high prices limit the use of it. As has been said, the price of the "steam" sizes, which are about forty per cent of the total production, is influenced by and controlled through the competition of bituminous coal. The "domestic" sizes, at reasonable prices, are always certain of a fair market, but when the price becomes abnormally high, the economy practiced in its use and the competition of gas and oil ranges and stoves are directly felt and limit consumption.

Owing to its gradual exhaustion and the consequent greater expense of mining the poorer veins, and the increased labor cost due to higher

wages, the tendency of the price of anthracite coal is probably upward. The effect of higher prices will undoubtedly be to limit consumption.

We were impressed with many important features regarding the anthracite industry that are not generally known, and particularly with the capital required in the development of the mines and the production of the coal, as well as with the great waste occurring and the cost of handling the output under present conditions in the preparation of the marketable sizes. Sinking shafts, fitting them with hoisting machinery, driving gangways, opening chambers, pumping plants, which must be run continuously, ventilating machinery, that the men may work with safety and a reasonable degree of comfort, grading roads, planes, and slopes, cost of mules and cars, the installation of the machinery required in hauling the product to the breaker, where the coal is finally prepared for market—necessitate a large investment of capital. The breakers also, equipped with the necessary machinery, are expensive. They are usually built of wood and require constant repairs. The cost of opening a colliery, with its equipment, varies from \$200,000 to \$750,000, which must be returned by the time the coal is exhausted or the investment results in loss, as the plants are worthless when all of the coal has been mined.

In the study of anthracite conditions, one can not but be struck by the thought that a commodity so valuable and indispensable, lying within a small area, limited in quantity, should not be wastefully mined, and that the needs of future generations should be considered and their interests conserved.

#### HAZARDOUS NATURE OF ANTHRACITE MINING.

In considering the compensation to be paid for any class of labor, the danger to life and limb to those engaged should be taken into account. All kinds of mining work involve risk of accident considerably in excess of the average in manual labor. Coal mining is more hazardous than any other class of underground work, for in addition to the usual dangers from falling rock and premature blasts, the coal miner runs risk of fire, explosion, and suffocation. The temporary shutting off of the supply of air may place in jeopardy the life of every worker in a coal mine. The flame from a "blown-out" shot may explode a mixture of gas, or dust and air, and result in the death or injury of many men. The danger of tapping a gas pocket is always present, and constant vigilance is necessary in order to protect the safety of the coal miner. The occupation must therefore be classed among those of a hazardous nature, the fisheries, certain classes of railway employment, and powder manufacture being among the few in which the danger exceeds that of coal mining.

It has been asserted that the mining of anthracite is more dangerous than the mining of bituminous coal. This contention is evidently based upon a comparison of anthracite mining with favorable bitu-

minous conditions. In the accompanying table it is shown that the number of fatal accidents per 1,000 employees in the anthracite mines of Pennsylvania in a period of ten years has exceeded those in the bituminous mines of the same State, and of Illinois, Indiana, Iowa, Kansas, Kentucky, Maryland, Missouri, and Ohio, while the bituminous mines of Colorado, Indian Territory, New Mexico, Utah, West Virginia, and Washington show death rates per 1,000 considerably in excess of those in the anthracite mines. It does not seem, therefore, that the average hazard in anthracite mining is greater than that in bituminous coal mining. The table in which these statistics are presented shows also the death rate per 1,000 in a number of other countries for the years for which statistics are obtainable. Generally speaking, the accident death rates in the United States do not make a favorable showing for this country.

FATAL ACCIDENTS PER 1,000 EMPLOYEES IN COAL MINES IN THE UNITED STATES AND IN FOREIGN COUNTRIES FROM 1891 TO 1900.

	1891.	1892.	1893.	1894.	1895.	1896.	1897.	1898.	1899.	1900.
Austria	a2.54	a1.18	a1.11	a5.13	a1.96	a1.20	a0.95	a0.90	a1.08	a0.90
Belgium	b1.40	b2.84	b1.12	b1.62	b1.49	b1.14	b1.03	b1.40	b.97	b1.05
British Columbia	c4.45	c2.24	c5.12	c1.25	c3.42	d3.27	d2.49	d2.46	d2.94	d4.15
France	e1.67	e.95	e.93	e.85	e1.19	e1.30	e1.07	e1.07	e1.85	e1.42
German Empire	f2.80	f2.30	f2.60	f2.12	f2.44	f2.57	f2.27	f2.97	f1.85	f1.42
Great Britain	g1.50	g1.49	g1.55	g1.60	d1.48	d1.48	d1.32	d1.28	d1.21	d2.19
India				d2.64	d.67	d1.51	d h.28	d h.68	d1.24	d1.29
New South Wales				d.77	d1.11	d2.54	d1.60	d2.38	d1.32	d h.69
New Zealand				d3.16	d2.78	d3.07	d2.09	d.50	d.95	d2.09
Nova Scotia					d1.03	d1.66	d1.35	d2.38	d3.39	d1.63
Colorado	e4.40	e4.49	e6.31	e3.06	e3.05	e10.07	e4.99	e3.23	e3.39	e3.32
Illinois	f1.82	f1.69	f1.95	f2.21	f2.35	f2.33	f2.04	f2.14	f2.27	d2.39
Indiana	e.72	e2.60			e2.92	e3.94	e2.00	e2.63	e2.07	d1.82
Indian Territory				e3.95	e1.64	e3.26	e6.34	e4.82	e6.24	d8.84
Iowa	e2.08	e2.58	e2.77	e1.85	e1.82	e2.62	e2.45	e3.38	e2.49	d2.22
Kansas	e2.08		e1.52	e2.58	e1.11	e1.86	e.71	e1.95	e1.57	d2.60
Kentucky	e2.49	e1.04	e1.41	e1.25	e1.02	e.79	e1.55	e.67	e.83	d1.59
Maryland	e1.54	e1.52	e1.23	e1.69	e2.30	e1.58	e1.17	e.89	e1.08	
Missouri	e2.62	e2.48	e2.70	e2.49	e1.84	e2.41	e1.22	e1.22	e1.80	d1.28
New Mexico					e16.88	e4.87	e5.13	e3.71	e7.98	d7.44
Ohio	e1.83	e1.56	e1.11	e1.43	e1.79	e1.44	e1.39	e1.77	e2.08	d2.46
Pennsylvania:										
Anthracite	f3.08	f3.05	f3.25	f3.15	f3.64	f3.35	f2.84	f2.88	f2.92	f2.85
Bituminous	f3.18	f1.69	f1.64	f1.44	f1.83	f2.14	f1.72	f2.26	f2.82	f2.43
Tennessee	k3.95	k2.41	k2.01	k2.16	k7.23	k3.37	k1.42	k2.43	d2.60	k1.09
Utah			e3.47	e1.49	e1.49	e4.35	e4.17	e4.38		d138.96
Washington		e18.58	e3.18	e14.79	e12.38	e2.98	e2.48	e2.70	e28.00	d7.79
West Virginia	e3.16	e2.76	e4.20	e2.98	e3.97	e2.68	e2.89	e3.86	e3.55	d5.03

a Österr. Stat. Handbuch.  
 b Belgium: Annuaire Statistique de la Belgique, Tome XXIV, 1893.  
 c Bulletin of the United States Department of Labor, No. 32.  
 d Great Britain: Mines and Quarries, General Reports.  
 e France: Ministère des Travaux Publics: Stat. de L'Industrie Minière, 1891, 1892.  
 f Bericht über die Verwaltung der Knappschafts-Berufsgenossenschaft, for the years 1891 to 1898.  
 g All mines under the coal mines regulation act.  
 h List of accidents incomplete.  
 i Illinois: 20th Coal Report, 1901.  
 j Pennsylvania: Report of the bureau of mines, 1901.  
 k Tennessee: Annual report of the bureau of labor, statistics, and mines, 1892, 1893, and 1900.

The following table, taken from the report of the Bureau of Mines of the State of Pennsylvania, shows that while the death rate from accidents in 1901 was above the average of the preceding fifteen years, the general tendency has been toward greater safety. The table covers a period of thirty-two years, and shows that while the number of employees in 1901 was four times the number employed in 1870, and

that while the production was in the later year nearly five times that of the earlier, the number of fatal accidents was only two and one-half times as large. The number of long tons of coal mined per life lost in 1901 was double that of 1870. A subsequent table shows the statistics of fatalities separated according to workers inside and outside the mines from 1891 to 1901, inclusive:

FATAL ACCIDENTS PER 1,000 EMPLOYEES IN AND ABOUT THE ANTHRACITE COAL MINES, AND TONS OF COAL MINED FOR EACH FATAL ACCIDENT, FROM 1870 TO 1901, INCLUSIVE.

Years.	Employees.	Fatal accidents.	Fatal accidents per 1,000 employees.	Number of long tons of coal produced.	Number of long tons mined for each fatal accident.
1870	35,600	211	5.929	12,653,575	59,970
1871	37,488	210	5.601	13,868,087	66,838
1872	44,475	166	3.709	13,899,976	83,734
1873	48,199	224	4.647	18,751,368	83,711
1874	53,402	231	4.325	17,794,857	77,034
1875	69,966	238	3.401	20,895,220	87,798
1876	65,357	226	3.458	20,529,166	90,887
1877	66,842	199	2.977	21,574,154	108,413
1878	63,964	187	2.923	20,330,945	108,720
1879	68,847	262	3.807	26,725,475	102,005
1880	73,373	201	2.739	24,977,265	124,265
1881	76,021	269	3.538	30,537,998	113,524
1882	82,344	292	3.546	31,301,278	107,196
1883	90,921	323	3.552	33,703,010	104,313
1884	101,398	332	3.274	32,561,374	98,076
1885	100,311	315	3.140	33,468,911	116,250
1886	102,878	279	2.624	34,772,618	124,650
1887	106,547	319	2.994	37,644,023	118,006
1888	117,160	364	3.106	41,638,427	114,391
1889	119,500	385	3.222	38,983,952	101,257
1890	115,190	378	3.281	40,088,356	106,054
1891	123,277	428	3.472	44,320,950	103,553
1892	128,763	396	3.075	45,738,373	115,501
1893	138,069	449	3.252	47,219,562	105,166
1894	139,544	439	3.146	45,506,179	103,659
1895	143,288	421	2.936	50,847,102	120,777
1896	150,080	502	3.345	48,074,530	95,766
1897	149,557	424	2.842	46,947,350	110,725
1898	142,546	411	2.877	47,145,175	114,708
1899	140,583	461	2.923	54,034,224	131,446
1900	143,726	411	2.851	51,217,318	124,616
1901	147,651	513	3.474	59,905,951	116,775

TOTAL ACCIDENTS TO EACH CLASS OF MINE WORKERS IN PENNSYLVANIA ANTHRACITE COLLIERIES DURING 1901.

Occupations.	Number of employees.	Number killed.	Number killed per 1,000 employed.
Inside foremen, or mine bosses	539	5	9.3
Fire bosses	830	2	2.4
Miners	37,804	224	5.9
Miners' laborers	26,268	122	4.6
Drivers and runners	10,894	45	4.1
Door boys and helpers	3,148	6	1.9
All other employees	18,351	37	1.9
Total inside	98,434	441	4.5
Superintendents, bookkeepers, and clerks	804		
Outside foremen	379		
Blacksmiths and carpenters	2,331		
Engineers and firemen	4,615	5	1.1
Plate pickers	19,564	9	.46
All other employees	21,524	64	2.9
Total outside	49,217	a72	1.5
Total inside and outside	147,651	a513	3.5

a This is not the correct total of the items shown; the figures are given as shown in the original report.

NUMBER OF EMPLOYEES INSIDE AND OUTSIDE THE ANTHRACITE MINES, THE NUMBER OF FATAL ACCIDENTS, AND THE NUMBER OF FATAL ACCIDENTS PER 1,000 PERSONS EMPLOYED FOR THE YEARS 1891-1901.

Years.	Number of employees inside of mines.	Number of fatal accidents inside.	Ratio of lives lost inside per 1,000 employed.	Number of employees outside of mines.	Number of fatal accidents outside.	Ratio of lives lost outside per 1,000 employed.
1891	76,569	372	4.8583	46,739	56	1.1858
1892	81,953	361	4.4049	48,212	57	1.1791
1893	86,387	388	4.4914	51,682	68	1.3002
1894	87,901	354	4.1865	52,038	78	1.5181
1895	89,059	354	3.9749	54,431	67	1.2327
1896	94,978	430	4.5273	55,320	72	1.3015
1897	95,812	372	3.8826	53,745	51	.9006
1898	91,171	360	3.9597	51,242	51	.9952
1899	92,223	389	4.2180	48,433	72	1.4866
1900	94,140	358	4.2548	49,676	53	1.0669
1901	98,464	441	4.4700	49,217	72	1.4600

There are, unfortunately, no annual statistics of fatalities in other employments (except railway service) in the United States with which comparisons can be made. The following compilation of fatalities among railway employees is taken from the reports of the Interstate Commerce Commission. Statistics compiled by the labor department of the British board of trade show the fatalities per 1,000 employees engaged, respectively, in mining, quarrying, factories, railway service, and shipping. The last named only present a higher death rate than that of anthracite coal mining in Pennsylvania:

TOTAL ACCIDENTS PER THOUSAND OF RAILWAY EMPLOYEES IN THE UNITED STATES.

[Computed from reports of the Interstate Commerce Commission.]

Year.	Total accidents per 1,000 employees.
1889	2.80
1890	3.27
1891	3.39
1892	3.11
1893	3.12
1894	2.34
1895	2.31
1896	2.25
1897	2.06
1898	2.24
1899	2.38
1900	2.51

FATAL ACCIDENTS AND DEATH RATE PER 1,000 EMPLOYEES IN VARIOUS INDUSTRIES IN GREAT BRITAIN AND IRELAND, 1897 TO 1901.

[From the Labor Gazette, published monthly by the labor department of the British Board of Trade.]

Year.	Mining.		Quarries over 20 feet deep.		Factories.		Railway service.		Shipping.		Total for preceding industries.			
	Under-ground.		Surface.		Num-ber.	Death rate per 1,000. <sup>a</sup>	Num-ber.	Death rate per 1,000. <sup>a</sup>	Num-ber.	Death rate per 1,000. <sup>a</sup>	Num-ber.	Death rate per 1,000. <sup>a</sup>		
	Num-ber.	Death rate per 1,000. <sup>a</sup>	Num-ber.	Death rate per 1,000. <sup>a</sup>										
1897	875	1.51	104	0.69	123	1.00	513	0.13	539	1.16	1,642	7.10	3,796	0.71
1898	806	1.37	135	.88	134	1.00	575	.15	522	.98	1,598	6.94	3,770	.68
1899	851	1.41	121	.75	117	1.19	675	.17	555	1.04	1,839	7.93	4,158	.75
1900	931	1.54	119	.74	127	1.35	802	.20	612	1.15	1,889	8.02	4,480	.81
1901	974	1.46	152	.88	97	1.03	769	.20	539	1.01	1,722	7.31	4,253	.75

<sup>a</sup>In most instances the total number of persons employed in the industry during the year not being obtainable at the time of the publication of the report in the Labor Gazette, the latest number reported for preceding years was employed in determining the death rate per 1,000 employees. For this reason the death rate as computed in this table does not in many cases agree with the one published in the Labor Gazette, the more recent figures having been substituted wherever possible.

### HISTORY AND CAUSES OF THE STRIKE OF 1902.

The occasion of the strike of 1902 was the demand of the United Mine Workers of America for an increase in wages, a decrease in time, and the payment for coal by weight wherever practicable and where then paid by car. The cause lies deeper than the occasion, and is to be found in the desire for the recognition by the operators of the miners' union. The great strike of 1900, which resulted in an advance of ten per cent in the wages paid to all classes of mine workers, did not leave either miners or operators in a satisfied state of mind, for both agree that since the settlement of 1900 there have been increased sensitiveness and irritation in the mining districts as compared with the previous twenty-five years or more.

Early in 1901 (February 15) Mr. Mitchell, the president of the United Mine Workers of America, approached the operators with the following proposition, sent to Mr. Olyphant, president of the Delaware and Hudson Company:

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

Mr. Olyphant's reply was as follows:

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

February 26 Mr. Mitchell sent a letter to Mr. Olyphant, in which he stated that his letter was "for the purpose of inviting your com-

pany to be represented at a joint conference of mine workers and mine owners which has been called to meet at Hazleton, Pa., on March 15." March 6 Mr. Olyphant replied to Mr. Mitchell, declining to join in the conference, closing as follows:

So far as concerns conferences with its own employees in any branch of its service regarding questions of mutual concern, I may again say that the officers of the company are and will be at all times ready and willing therefor.

In April, 1901, the operators proposed to continue the advanced rate of wages until April, 1902. February 14, 1902, the United Mine Workers of America, in a letter dated Indianapolis, Ind., invited the representatives of the railroads and coal companies operating in the anthracite districts of Pennsylvania to "a joint conference of operators and miners on March 12, at Scranton, Pa., the object of the conference to be the formation of a wage scale for the year beginning April 1, 1902, and ending March 31, 1903." The presidents of the various companies to whom this letter was addressed replied, formally declining the conference.<sup>(a)</sup>

March 22, 1902, Mr. Mitchell sent the following telegram to Mr. Baer:

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

On the 24th of March Mr. Baer answered as follows:

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

The anthracite mine workers, members of the United Mine Workers of America, held a convention at Shamokin, Pa., from March 18 to 24, 1902, during which they passed resolutions demanding of the operators recognition of the union, an increase in wages, an eight-hour day, the weighing of coal, and a uniform scale, with notice that after the 1st of April the miners would work only three days a week until the operators had come to an agreement with them, and they appealed to the Civic Federation to aid them in securing their demands.

In response to an invitation from the Industrial Department of the Civic Federation, Senator Hanna, the chairman of the Federation, invited certain of the coal operators, and especially the presidents of the larger coal companies, to meet the officers of the United Mine Workers and the Civic Federation to discuss the subject of the foregoing demands. The coal presidents met the officers of the Mine

<sup>a</sup> These letters may be found in full in Bulletin of the United States Department of Labor, No. 43, p. 1176 et seq., and are reprinted on pages 217 to 223 of this Report.

Workers and the Civic Federation in the city of New York, when Mr. Thomas, of the Erie Company, submitted the following propositions, which were understood to be the basis of the conference:

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

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

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

After discussing at great length the questions relating to labor in the anthracite coal regions, an adjournment was taken for thirty days. At the expiration of the thirty days another meeting was held with the Civic Federation, at which Mr. Mitchell and the district presidents, together with a large committee of miners were present. Another free and full discussion took place, without reaching conclusions.

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

SCRANTON, PA., May 8, 1902.

Conscious of the disastrous effects upon mine workers, mine operators, and the public in general which would result from a prolonged suspension of work in the anthracite coal regions of Pennsylvania, and with earnest desire and hope of avoiding the impending calamity, the representatives of the anthracite mine workers have authorized us to submit the following propositions:

First. Inasmuch as the anthracite mine operators have proposed to continue the present wage scale for one year, and inasmuch as the anthracite mine workers have unanimously resolved to ask that an increase of 20 per cent should be paid on present prices to all men performing contract work, that eight hours should constitute a day's labor for all persons employed by the hour, day, or week, without any reduction in their present wage rate, and that coal should be weighed and paid for by weight wherever practicable, and inasmuch as in our

recent conferences the anthracite mine workers and mine operators have failed to reach an agreement upon any of the questions at issue, we propose that the industrial branch of the National Civic Federation select a committee of five persons to arbitrate, and decide all or any of the questions in dispute, the award of such board of arbitration to be binding upon both parties and effective for a period of one year.

Second. Should the above proposition be unacceptable to you, we propose that a committee composed of Archbishop Ireland, Bishop Potter, and one other person whom these two may select, be authorized to make an investigation into the wages and conditions of employment existing in the anthracite field, and if they decide that the average annual wages received by anthracite mine workers are sufficient to enable them to live, maintain and educate their families in a manner conformable to established American standards and consistent with American citizenship, we agree to withdraw our claims for higher wages and more equitable conditions of employment, providing that the anthracite mine operators agree to comply with any recommendations the above committee may make affecting the earnings and conditions of labor of their employees.

An immediate reply is solicited.

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

The following are the answers to the foregoing telegram:

MAY 8, 1902.

JOHN MITCHELL:

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

E. B. THOMAS.

MAY 8, 1902.

JOHN MITCHELL:

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

W. H. TRUESDALE.

PHILADELPHIA, *May 9, 1902.*

JOHN MITCHELL:

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

By posted notices, the present rates of wages were continued until April, 1903, and thereafter subject to sixty days' notice. Local differences to be adjusted as heretofore with our employees at the respective collieries. By written communications, by full discussion before the Civic Federation, by protracted personal conferences with yourself and the district presidents, we have fully informed you of our position. We gave you the figures showing the cost of mining and marketing coal, and the sums realized therefrom in the markets, in the hope of convincing you that it was absolutely impracticable to increase wages.

To your suggestion that the price of coal should be increased to the public, our answer was that this was not only undesirable, but in view of the sharp competition of bituminous coal it was impossible. We offered to permit you or your experts to examine our books to verify our statements. Anthracite mining is a business, and not a religious, sentimental, or academic proposition. The laws organizing the companies I represent in express terms impose the business management on the president and directors. I could not if I would delegate this business management to even so highly a respectable body as the Civic Federation, nor can I call to my aid as experts in the mixed problem of business and philanthropy the eminent prelates you have named.

GEO. F. BAER.

NEW YORK, *May 8, 1902.*

JOHN MITCHELL, Esq.,

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

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

R. M. OLYPHANT, *President.*

These various preliminary discussions having failed to accomplish anything, the executive committee of the mine workers decided to order a temporary strike and to submit the question of its continuance to a general convention. The order of the executive committee was as follows:

*To the United Mine Workers of the Anthracite District of Pennsylvania:*

The executive committee of the Anthracite Mine Workers, who were delegated by the Shamokin convention to represent you in the negotiations with the mine operators and railroad presidents to obtain, if possible, higher wages, shorter hours, and better conditions of

employment, after exhausting all feasible, conciliatory, and honorable means at their command, and after failing to secure any concessions of a tangible nature, and while under the resolutions adopted by the Shamokin convention, authority was vested in the executive committee, should they fail in the negotiations, to inaugurate a strike at whatever time they deemed in their judgment held out the greatest prospects of success, the committee, after three days' serious deliberations, feel that in justice to themselves and the anthracite mine workers and those dependent upon them, before a joint strike is inaugurated, the question should be further considered by a delegate convention in which representatives from the local unions shall be fully instructed by their constituents and prepared to vote either in favor of or in opposition to a complete cessation of work.

In the meantime, all persons employed in or around the collieries, strippings, washeries, and breakers are instructed to temporarily abstain from working, beginning Monday, May 12, 1902, and continuing thereafter until after a final decision is reached by a delegate convention, which will convene on Wednesday, May 14, at Hazleton, Pa.

The basis of representation in the convention shall be 1 vote for each 100 miners and 1 vote for each additional 100 members or majority thereof.

The executive committee recommend that special meetings of all locals be held on Monday, May 12, for the purpose of selecting delegates and considering the question involved, and it is specially recommended that specific instructions be given delegates as to how they shall vote on the proposition to inaugurate a strike or to continue to work under the present conditions.

The instructions for all men to suspend work on Monday do not include firemen, engineers, pump runners, or other laborers necessary to preserve the properties of the operators.

Under this order work was suspended May 12, and on the 15th, the convention, having assembled, voted to continue the strike. The total vote cast was 811, the number for the strike being 461½, and the number against it 349½. The majority for the strike was, therefore, 111½, the number voting for the strike being fifty-seven per cent of the convention.

When the strike was inaugurated engineers, firemen, and pumpmen were not involved, but at a meeting of the three anthracite executive committees of the United Mine Workers, held in Wilkesbarre, May 21, it was decided to call out the engineers, firemen, and pumpmen employed about the mines, the order to this end providing that "Presidents of local unions and mine committees are hereby instructed to wait upon mine superintendents and notify them that on and after Monday, June 2, all engineers, firemen, and pumpmen are expected to work only eight hours each day, and are to receive present wages." These demands not having been granted, June 2 the majority of the engineers, firemen, and pumpmen stopped work.

In obedience to these orders, nearly the entire body of mine workers, which numbers about 147,000, abandoned their employment, and re-

mained idle until the strike was called off through the action of the President in the appointment of this Commission. The strike lasted from May 12 to October 23, 1902.

### LOSSES FROM THE STRIKE.

It is impossible to state with accuracy the losses occasioned by the strike, but fair estimates may be given. The total shipments of anthracite coal in 1902, according to a statement by Mr. Wm. W. Ruley, Chief of the Bureau of Anthracite Coal Statistics, were 31,200,890 long tons. As compared with 1901, when the shipments amounted to 53,568,601 long tons, this indicates a decrease of 22,367,711 long tons, or over 40 per cent. If the same decrease is assumed for the coal mined for local trade and consumption, the total decrease in production in 1902 amounted to 24,604,482 long tons, which at the price received in 1901 meant a decrease in the receipts of the coal-mining companies, for their product at the mines, of \$46,100,000. Assuming the average wage cost to be about \$1.25 per ton on marketable coal, and allowing for the wages paid to engineers, pumpmen, and others who remained at work during the strike, the mine employees lost in wages a total of about \$25,000,000.

It may also be mentioned that, according to reports made at the recent convention of mine workers in Indianapolis, there were expended about \$1,800,000 in relief funds.

Assuming that 60 per cent of the total shipments represents the sizes above pea coal, the decrease in the shipments of these larger sizes in 1902, as compared with 1901, was 13,420,627 long tons. With an average price at New York Harbor of \$4.09 per ton, and with 35 per cent of the receipts charged to transportation expenses, the decrease in freights paid to the railroad companies on these larger sizes, if it had all been sent to New York Harbor, would have been about \$19,000,000; and assuming the freight rate of \$1 per ton on the smaller sizes, the total decrease in freight receipts on the transportation companies would have been about \$28,000,000.

### WORK OF THE COMMISSION.

In studying this strike, probably the greatest on record, the members of the Commission feel that they speak simple truth when they say that they have done whatever it was practicable to do to acquaint themselves with the business intrusted to them. As stated, they have gone through mines and inspected the various conditions which the production of anthracite coal involves; they have visited the breakers, the engine houses, and pumping stations; they have examined the machinery by which the mines are protected from water and foul air; they have talked with the miners at their work and in their homes,

and they have given attention to the economic, domestic, scholastic, and religious phases of their lives; they have listened to and directed the examination and cross-examination of 558 witnesses; they have given free scope to the counsel who represented the operators, the non-union men, and the miners, and they have devoted an entire week to hearing their arguments.

In reviewing the whole case they have been impressed with the importance of the issues involved, as well as with the intricacy and difficulty of many of the problems presented to them for solution, and they have striven diligently to get a clear understanding of each point upon which they were required to make a finding, and to do exact justice as nearly as possible to all parties concerned. There has been practical unanimity among them, and, though differences of opinion have from time to time arisen, there has not been a moment during the nearly five months in which they have been in session, when there was an unpleasant word, or any indication whatever of thought or desire of aught save truth and justice. It has been their constant aim to keep themselves from bias, that they might see things as they are and weigh them dispassionately. They are fully aware that in so complex and involved a condition as that by which they were confronted it would be rash to imagine that they have been able to get an adequate view and a thorough understanding of the problem, or that they have succeeded in so formulating their conclusions as to make misunderstanding or misinterpretation impossible.

All through their investigations and deliberations the conviction has grown upon them that if they could evoke and confirm a more genuine spirit of good will—a more conciliatory disposition in the operators and their employees in their relations toward one another—they would do a better and a more lasting work than any which mere rulings, however wise or just, may accomplish. Fairness, forbearance, and good will are the prerequisites of peace and harmonious cooperation in all the social and economic relations of men. The interests of employers and employees are reciprocal. The success of industrial processes is the result of their cooperation, and their attitude toward one another, therefore, should be that of friends, not that of foes; and since those who depend for a livelihood on the labor of their hands bear the heavier burdens and have less opportunity to upbuild their higher being, the men of position and education, for whom they labor, should lead them not more in virtue of their greater ability and capital than in virtue of their greater loving-kindness.

Where production is controlled despotically by capital there may be a seeming prosperity, but the qualities which give sacredness and worth to life are enfeebled or destroyed. In the absence of a trustful and conciliatory disposition the strife between capital and labor can not be composed by laws and contrivances. The causes from which

it springs are as deep as man's nature, and nothing that is powerless to illumine the mind and touch the heart can reach the fountain head of the evil. So long as employers and employees continue to look on one another as opponents and antagonists, so long shall their relations be unsatisfactory and strained, requiring but a slight thing to provoke the open warfare which is called a strike.

It is in this spirit the Commission has made its investigation and submits its report and award, and it is in this spirit the award must be received by all the parties to the submission if it is to have the effect desired by them and by all good citizens.

Naturally, some questions have been presented to the Commission that are incapable of final solution, owing to the difficulties which are inherent in human nature. Nevertheless, while conscious of fallibility, the members indulge the hope that substantial justice will have been achieved by their findings and award, and that better relations between the parties concerned will hereafter exist.

#### DEMANDS OF THE MINE WORKERS.

With these general statements and facts drawn from the testimony and from various official and other sources, we now proceed to the discussion of the points at issue. For the purpose of securing an orderly procedure, the Commission ordered that the mine workers should be considered as the pursuing party, and they accordingly opened and closed the case. It also required that their statement of claims should be specific enough to give fair notice to the other side of the grievances complained of, and of the general contentions to be urged in the premises.

The statements so filed on behalf of the mine workers disclosed four general demands, accompanied by specific arguments in support of the same. All the original parties and many of the intervening parties filed answers to this statement of claim, and the pleadings, consisting of the statement of claim and the several answers thereto, will be found in full in the appendix.<sup>a</sup>

The demands in the statement of claim made by the union mine workers are as follows:

*First.* An increase of 20 per cent upon the prices paid during the year 1901 to employees performing contract or piece work.

This demand is made on account of the following reasons:

- (1) The present rate of wages is much lower than the rate of wages paid in the bituminous coal fields for substantially similar work.
- (2) The present rate of wages is lower than is paid in other occupations requiring equal skill and training.
- (3) The average annual earnings in the anthracite coal fields are much less than the average annual earnings in the bituminous coal fields for substantially similar work.
- (4) The average annual earnings in the anthracite coal fields are

<sup>a</sup>See pages 92 to 171.

much less than the average annual earnings for occupations requiring equal skill and training.

(5) The rate of wages in the anthracite coal fields is insufficient to compensate the mine workers in view of the dangerous character of the occupation, in relation to accidents, the liability to serious and permanent disease, the high death rate and the short trade life incident to this employment.

(6) The annual earnings of the mine workers are insufficient to maintain the American standard of living.

(7) The increased cost of living has made it impossible to maintain a fair standard of life upon the basis of present wages and has not only prevented the mine workers from securing any benefit from increased prosperity, but has made their condition poorer on account of it.

(8) The wages of the anthracite mine workers are so low that their children are prematurely forced into the breakers and mills instead of being supported and educated upon the earnings of their parents.

(9) Wages are below the fair and just earnings of mine workers in this industry.

*Second.* A reduction of 20 per cent in hours of labor without any reduction of earnings for all employees paid by the hour, day or week.

The second demand is similar to the first in that it is designed to increase the hourly rate of wages of mine workers employed by the hour, day or week, and all the reasons applicable to the first demand are asked to be applied to the second without repetition.

In addition thereto we submit the following:

(10) The ten-hour day is detrimental to the health, life, safety and well-being of the mine workers.

(11) Shorter hours improve the physical, mental and moral condition of the workers.

(12) Shorter hours increase the intensity and efficiency of labor.

(13) The tendency of national and State governments, of organized trades and of production generally is toward shorter hours.

(14) A working day of eight hours is sufficiently long for the best interests of the workingmen and of the community.

*Third.* The adoption of a system by which coal shall be weighed and paid for by weight wherever practicable; the minimum rate per ton to be 60 cents for a legal ton of 2,240 pounds; the differentials now existing at the various mines to be maintained.

This demand is made on account of the following reasons:

(1) Measurement by the legal ton wherever practicable is the only honest and just system of measuring the earnings of the mine workers.

(2) When the operators sell or transport coal it is on the basis of a legal ton of 2,240 pounds.

(3) The excessive ton was originally intended to compensate the operator for the weight of the small sizes of coal which were then discarded but which are now utilized and sold and therefore there is no present necessity for the use of any other than the legal ton.

(4) The adoption of this system would remove an incentive, both to the operator and the worker, to cheating and dishonesty, and would allay jealousy among the miners and prevent unjust discrimination and favoritism.

(5) The change of the present system to the one asked for would prove a strong factor in allaying suspicion and discontent amongst the mine workers.

*Fourth.* The incorporation in an agreement between the United Mine Workers of America and the anthracite coal companies of the wages which shall be paid and the conditions of employment which shall obtain, together with satisfactory methods for the adjustment of grievances which may arise from time to time, to the end that strikes and lockouts may be unnecessary.

In support of this demand we submit the following reasons:

(1) The anthracite mine workers should not be compelled to make or sign individual agreements but should have the right to form such organization and choose such agents and officers as they desire to act collectively instead of individually whenever they deem that their best interests are subserved thereby.

(2) Agreements between employers and employees through workingmen's organizations are the ordinary method of regulating production and wages in the bituminous coal fields and in other large industries, and are beneficial, successful and in keeping with the spirit of the times.

(3) Unions of workingmen tend to better discipline of the men and to the improvement of their physical, moral and mental condition and to the preservation of friendly relations between employer and employee.

(4) Experience shows that the trade agreement is the only effective method by which it is possible to regulate questions arising between employers and employed in large industries, and that a trade agreement is the only possible way "to establish the relations between employers and the wage workers in the anthracite fields on a just and permanent basis and as far as possible to do away with any causes for the recurrence of such difficulties as those you (the Anthracite Coal Strike Commission) have been called in to settle."

#### ANSWERS OF MINE OPERATORS.

To these demands and the reasons in support thereof the several answers of the operators make general and specific denial. No good purpose would be accomplished by here reciting even a summary of these answers on this point, even if their volume did not forbid. These answers all agree in characterizing the demands as unreasonable and unjust, and unsupported by facts pertaining to the industry. They all declare the wages now paid are adequate to maintain the American standard of living, and compare favorably with wages paid in other industries requiring no greater skill or experience and exposing the employees to as great or greater hazard. They deny that the condition of labor in the mines is such as to expose the employees to extraordinary hazards, or liability to disease or premature death, as compared with many other employments requiring equal skill and training, and in which lower rates of wages prevail. They insist that a large proportion of the accidents in the mines is due to the careless-

ness of the men, and not to the nature of the work. They deny that the increased cost of living is such as to make it impossible for mine employees to maintain a fair standard of life upon the basis of present wages, or that the mine workers have been prevented thereby from securing benefit from increased prosperity. They contend that the earnings of contract miners are less than they might otherwise be, in consequence of restrictions placed by the miners' organization upon hours of labor or quantity of output. Some of them allege that the contract miners work only about six hours, or even less, a day and take numerous holidays, whereas longer hours and less interrupted work would materially increase their earnings, and that, in effect, they are demanding for less work than they ought reasonably to perform, larger pay than would be due for a proper number of hours of work per day.

These claims and contentions on the part of the mine workers and the answers thereto, together with the testimony in their support adduced by the parties, respectively, have been considered by the Commission, with the following results:

#### FINDINGS OF THE COMMISSION.

##### I.—DEMAND FOR HIGHER WAGES FOR CONTRACT MINERS.

The Commission finds that the conditions of the life of mine workers outside the mines, do not justify, to their full extent, the adverse criticisms made by their representatives, in their contentions at the hearings and in their arguments before the Commission in support of the proposition "that the annual earnings of the mine workers are insufficient to maintain the American standard of living." It is true that the attention of the Commission was called to a few houses in which miners or mine workers dwelt which were not fit to be called habitations of men, and there was testimony that others nearly as bad existed; but the disparity in human character is often manifested by a like disparity in homes and surroundings, and this must not be lost sight of in considering the general conditions of the community in this respect.

There was also evidence that during the last twenty years a general though gradual improvement in miners' houses has taken place. Moreover, in any locality where those occupying the houses presumably receive or have opportunity to receive substantially the same earnings, the best houses, if they are in a majority, and not the worst, should be the standard. This should be borne in mind especially when there is a question of the homes of recent immigrants, as to whose houses, where they do not approach a proper standard, it is impossible to say how much choice and volition have had to do with their inferi-

ority. The homes and surroundings of the English-speaking miners and mine workers are generally superior to those of the class just mentioned, and show an intelligent appreciation of the decencies of life and ability to realize them.

During the hearings much comment was made on so-called company houses—that is, houses erected and owned by the coal companies and rented to their employees. The statistics produced at the hearings show that the percentage of employees living in company houses is not large. So far as could be ascertained, the facts show that in the northern and southern coal fields less than 10 per cent of the employees rent their houses from the employing companies, while in the middle coal fields a little less than 35 per cent of employees so rent their houses. In this statement boarders are not taken into account. When the mines were first opened they were in many instances at considerable distance from villages and towns, and thus it became necessary for the companies to erect dwellings in which to house their employees. Without this the mining of coal could not have been carried on; but as the villages and towns have grown up around the mining camps, the companies have gradually abandoned their earlier system, the employees living wherever they choose. Some of the older company houses are in poor condition, but it will not be many years before they are of the past.

The population and the proportion of home owners of the anthracite region as compared with other parts of the United States are shown in the following tables, taken from the Twelfth Census:

POPULATION AND HOME OWNERSHIP IN ANTHRACITE AND NONANTHRACITE COUNTIES OF PENNSYLVANIA, IN THE NORTH ATLANTIC STATES, AND IN THE UNITED STATES.

[Data from Part II of the Report on Population of the Twelfth Census.]

Region.	Total population.	Population living in private families.			Number of farm homes.
		Total.	Per cent of total.	Number of families.	
<b>Pennsylvania:</b>					
The anthracite counties—					
Carbon .....	44,510	42,376	95.21	8,703	1,014
Columbia .....	39,896	39,019	97.80	8,675	2,754
Lackawanna .....	193,881	186,531	96.23	33,054	1,855
Luzerne .....	257,121	250,477	97.42	49,443	3,289
Northumberland .....	90,911	88,427	97.27	18,530	2,611
Schuylkill .....	172,927	168,143	97.23	33,789	2,989
Total .....	799,196	774,973	96.97	157,194	14,512
The nonanthracite counties .....	5,502,919	5,311,622	96.52	1,145,980	210,544
Total .....	6,302,115	6,086,595	96.58	1,303,174	225,056
The North Atlantic States .....	21,046,695	20,180,490	95.88	4,557,266	675,776
The United States .....	76,303,387	73,562,195	96.41	16,006,487	5,700,341

POPULATION AND HOME OWNERSHIP IN ANTHRACITE AND NONANTHRACITE COUNTIES OF PENNSYLVANIA, IN THE NORTH ATLANTIC STATES, AND IN THE UNITED STATES—Concluded.

Region.	Homes not on farms.				
	Total.	Owned.		Owned without incumbrance.	
		Number.	Per cent of total.	Number.	Per cent of number owned. <sup>a</sup>
Pennsylvania:					
The anthracite counties—					
Carbon .....	7,689	2,721	35.39	1,864	69.32
Columbia .....	5,921	2,653	44.84	1,720	72.67
Lackawanna .....	36,199	14,809	40.91	9,376	66.28
Luzerne .....	46,154	15,680	33.97	9,892	65.56
Northumberland .....	15,919	5,253	33.00	2,935	59.04
Schuylkill .....	30,800	10,414	33.81	6,455	66.86
Total .....	142,682	51,532	36.12	32,242	65.92
The nonanthracite counties .....	935,436	308,219	32.95	186,933	63.60
Total .....	1,078,118	359,751	33.37	219,175	63.93
The North Atlantic States .....	3,947,964	1,182,741	29.96	657,860	57.50
The United States .....	10,539,466	3,628,990	34.43	2,390,758	68.08

<sup>a</sup> On basis of those owned for which the fact of incumbrance or otherwise is reported. In many cases this was not ascertained.

HOME OWNERSHIP IN CERTAIN PENNSYLVANIA TOWNS.

[Data from pages 709 and 710 of Part II of the Report on Population of the Twelfth Census.]

Town.	Total number of homes.	Owned.		Owned and unincumbered.	
		Number.	Per cent of total.	Number.	Per cent (a).
Dunmore .....	2,469	1,282	51.92	694	62.92
Hazleton .....	2,866	836	29.17	649	77.91
Mahanoy City .....	2,517	710	28.21	411	58.71
Mount Carmel .....	2,411	727	30.15	404	55.80
Nanticoke .....	2,298	836	36.38	343	41.33
Pittston .....	2,470	1,144	46.32	734	74.75
Plymouth .....	2,668	693	25.97	449	56.13
Pottsville .....	3,415	1,283	37.57	855	67.32
Scranton .....	20,299	7,436	36.63	4,600	64.04
Shamokin .....	3,561	892	25.05	537	62.59
Shenandoah .....	3,620	803	22.18	487	63.25
Wilkesbarre .....	10,140	3,512	34.64	2,009	58.86

<sup>a</sup> On basis of those owned for which the fact of incumbrance or otherwise is reported. In many cases this was not ascertained.

The Commission also finds that the social conditions obtaining in the communities made up largely of mine workers are good. The number and character of the public schools accessible in all these communities are fully up to the American standard, as shown by the four tables following:

NUMBER AND PER CENT OF PERSONS ATTENDING SCHOOL DURING CENSUS YEAR 1899-1900, IN SELECTED CITIES, BY CLASSIFIED AGES.

[Data from Part II of the Report on Population of the Twelfth Census.]

City.	Persons between ages of 5 and 20, inclusive.	Persons attending school during census year.									
		Total.		Males.		Under 10 years of age.		10 to 14 years of age.		15 years old and over.	
		Number.	Per cent of those of school age.	Number.	Per cent of those attending.	Number.	Per cent of those attending.	Number.	Per cent of those attending.	Number.	Per cent of those attending.
Fall River, Mass. ....	35,532	16,980	47.79	8,441	49.71	6,986	41.14	8,622	50.78	1,372	8.08
Paterson, N. J. ....	33,170	17,540	52.88	8,770	50.00	8,604	49.05	7,747	44.17	1,189	6.78
Wilkesbarre, Pa. ....	17,473	8,878	50.81	4,247	47.84	3,511	39.55	4,142	46.65	1,225	13.80
Elizabeth, N. J. ....	16,229	8,625	53.15	4,290	49.74	3,291	38.16	4,293	49.77	1,041	12.07
Erie, Pa. ....	16,537	7,988	48.30	3,870	48.45	2,901	36.32	4,055	50.76	1,032	12.92

ENROLLED PUPILS IN PUBLIC AND PRIVATE SCHOOLS AND ATTENDANCE IN PUBLIC DAY SCHOOLS IN CERTAIN TOWNS OF PENNSYLVANIA.

[Data from the Report of the Commissioner of Education for 1899-1900.]

Place.	Enrolled pupils.				Attendance in public day schools.	
	Number in private and parochial schools. (a)	Number in public schools.	Total.		Total days.	Average per day.
			Number.	Per cent of persons of school age.		
Carbondale .....	154	2,607	2,761	62.11	391,950	2,010
Dunmore .....	2,595	2,595	5,190	59.52	428,000	2,140
Hazleton .....	400	2,850	3,250	65.05	389,340	2,163
Mahanoy City .....	200	2,150	2,350	50.84	301,500	1,675
Mount Carmel .....	200	2,190	2,390	50.72	254,694	1,415
Nanticoke .....	950	2,214	3,164	71.57	273,960	1,522
Pittston .....	750	1,650	2,400	56.78	216,000	1,200
Plymouth .....	750	1,986	2,736	57.99	252,938	1,421
Pottsville .....	500	2,988	3,488	70.00	451,400	2,257
Shamokin .....	1,350	3,654	5,004	76.32	474,660	2,637
Shenandoah .....	450	3,053	3,503	54.42	421,200	2,340

<sup>a</sup> Largely estimated by the Bureau of Education.

LENGTH OF SCHOOL ATTENDANCE IN SELECTED CITIES DURING CENSUS YEAR 1899-1900

[Data from Part II of the Report on Population of the Twelfth Census.]

City.	Persons attending for specified periods during census year.							
	One month or less.		Two to three months.		Four to five months.		Six months or more.	
	Number.	Per cent of total.	Number.	Per cent of total.	Number.	Per cent of total.	Number.	Per cent of total.
Scranton, Pa. ....	77	0.46	254	1.54	331	2.00	15,875	96.00
Fall River, Mass. ....	146	.86	288	1.70	237	1.39	16,304	96.05
Paterson, N. J. ....	74	.42	226	1.29	377	2.15	16,363	96.14
Wilkesbarre, Pa. ....	20	.23	74	.83	99	1.11	8,685	97.83
Elizabeth, N. J. ....	31	.36	78	.90	122	1.42	8,394	97.32
Erie, Pa. ....	31	.39	85	1.06	100	1.25	7,772	97.30

## SCHOOL POPULATION, VALUE OF PUBLIC SCHOOL PROPERTY, AND ANNUAL EXPENDITURE FOR PUBLIC SCHOOLS IN CERTAIN TOWNS OF PENNSYLVANIA.

[Data from Part II of the Report on Population of the Twelfth Census and the Report of the Commissioner of Education for 1899-1900.]

Place.	Persons of school age.	Value of public school property.		Annual expenditure.	
		Amount.	Per individual of school age.	Amount.	Per individual of school age.
Carbondale.....	4,445	\$178,000	\$40.04	\$42,395	\$9.54
Dunmore.....	4,360	150,000	34.40	39,705	9.11
Hazleton.....	4,996	205,000	41.03	39,615	7.93
Mahanoy City.....	4,822	112,000	24.23	35,604	7.70
Mount Carmel.....	4,712	90,000	19.10	25,491	5.41
Nanticoke.....	4,421	99,637	22.54	30,046	6.80
Pittston.....	4,227	85,000	20.11	24,006	5.68
Plymouth.....	4,718	100,000	21.20	21,852	4.63
Pottsville.....	4,983	( <sup>a</sup> )	.....	63,843	12.81
Scranton.....	34,361	1,000,000	29.15	363,232	10.59
Shamokin.....	6,557	300,000	45.75	41,446	6.32
Shenandoah.....	6,437	130,000	20.20	45,576	7.08
Wilkesbarre.....	17,473	525,000	30.05	154,064	8.82

<sup>a</sup>Not reported.

The number of churches in proportion to the population is rather above the average, and the opportunities generally for mental and religious instruction appear to be adequate.

The contention that the increased cost of living, has made it impossible to maintain a fair standard of life, upon the basis of present earnings, and has not only prevented the mine workers from securing any benefit from increased prosperity and from the increase in wages made in 1900, but has rendered their condition poorer can not be fully allowed in the terms in which it is made, although the increased cost of living since 1900 is an element that has been carefully considered. This increase for the past few years, as ascertained by an investigation made by the United States Department of Labor for a forthcoming report, and taking into consideration the leading articles of consumption for food, amounts to 9.8 per cent. A summary of this investigation, so far as it relates to the anthracite coal region, will be found in the appendix to this report, and is submitted herewith.<sup>(a)</sup> From this it is seen that, taking the average quantity of articles consumed per family and assuming prices for 1901 to be 100, in 1898 they were 96.5; in 1899, 94.5; in 1900, 96.7, and in 1902, 106.2, the relative increase in cost between 1900 and 1902, therefore, being, as stated, 9.8 per cent. These conclusions are based on retail prices secured by special agents of the Department of Labor from 58 establishments, representing 13 cities or towns in the anthracite regions, and are trustworthy so far as they go.

A witness for the miners (J. W. Rittenhouse) submitted some data collected by him relative to the cost of living. In giving a list of the necessaries of life for a miner's family he stated that in 1900 they cost \$17.61; in December, 1901, \$20.29, and in 1902, \$22.94, and

<sup>a</sup>See pages 199, 200.

that the general increase was 30 per cent between 1900 and 1902. Mr. John D. Hughes, another witness produced on behalf of the mine workers, and manager of Armour & Co.'s interests in the city of Scranton, in answer to a question as to what the general result showed as to prices between 1900 and 1902, stated that in 1901 the general increase over 1900 was 10½ per cent and in 1902 23.2 per cent.

Statistics of this kind, however, are rather too inexact for a satisfactory basis on which to make precise calculations when considering the question of an increase of wages, for there are some elements entering into the ascertainment of an average rise of prices in such a period as that we are considering, which are temporary in their effect. So there are other elements which influence the average disproportionately to their effect upon the expenditures of the individual. As an example of this inexactness or uncertainty we may cite the rise in price of one of the prime necessaries of life—meat—during 1902, which was sudden and serious and which had its effect on other prime necessaries, and yet recent experience has demonstrated its temporary character.

Another contention of the miners, to wit, that the wages of contract miners are necessarily so low that their children are prematurely forced into breakers and mills, has not been fully sustained, and the Commission does not think that the testimony warrants it in finding as a fact the allegations so made.

So much is said on these points, because a disproportionate length of time was occupied in giving testimony, and in making arguments before the Commission in regard to them, and it is desired to dispose of them here, that we may consider more closely the more important factors that should influence a proper judgment as to the merits of the demand made for higher wages.

As to the general contention that the rates of compensation for contract miners in the anthracite region, are lower than those paid in the bituminous fields for work substantially similar, or lower than are paid in other occupations requiring equal skill and training, the Commission finds that there has been a failure to produce testimony to sustain either of these propositions.

As to the bituminous fields, we have no satisfactory evidence upon which to base a comparison between the standard of earnings there, and in the anthracite fields, neither miners nor operators adducing evidence upon which an intelligent judgment on that point might be formed. There was, however, a good deal of testimony upon the second proposition, that the present rates of compensation in the anthracite region are lower than those in other occupations requiring equal skill and training. It is difficult to institute a comparison, owing to the fact that the contract miners, who constitute approximately 26 per cent and their laborers 18 per cent of the mine workers,

are paid according to contract—so much for a given amount of coal produced. As to this class, of course, the conditions on which a rate of daily or monthly earnings depends, are so variant that a deduction of a uniform daily or monthly rate can not well be obtained or expected.

To some extent the contract miner has within his own control the number of hours he shall work each day, and consequently the amount of work he shall perform. He is paid by the mine car, yard, or ton for the coal he blows down, the loading of which into the mine car is generally the work of a laborer, who is paid by the contract miner, who also pays for powder, oil, and tools, so that in many respects he may be called an independent contractor. For our present purpose it is important to ascertain, first, the net earnings he is able to make for the day or the year, and, second, what he actually does make. We find some, though not a great, difference in the answers to these two inquiries. It is not surprising to find that there is much difference in the annual earnings of such miners. Experience, natural capacity, aptitude for the work, individual industry, and habits of sobriety materially affect the amount that is earned.

In addition to these causes of difference, which are more or less in the control of the miner, there are others inherent in the nature of the work, which, though there is a tendency to overcome them by differential rates of payment and by allowances, still constitute serious obstacles to uniformity in the miners' monthly or yearly earnings. Such are the variation in thickness and pitch of the coal seams, faults, and the greater or less impurity of the coal owing to the presence of rock, slate, and other foreign substances. Although there is an endeavor, as has been said, to overcome these difficulties by allowances, there still must remain, when the best has been done, inequality arising from these causes in the aggregate yearly earnings of the miner.

Compilations have been made, at the request of the Commission, by the various operators, parties to the submission, showing the gross and net earnings of the contract miners, practically covering the year 1901. These compilations, with the tables of wages paid all mine workers, have been prepared at great expense, and have been accepted, for the most part, by the representatives of the miners as showing truly what they purport to show. From them other tables and deductions have been made under the direction of the Recorder and the Assistant Recorder, Dr. Neill, and they have proved of great value in the deliberations of the Commission. Many of these tables and compilations will be found in the appendix to this report, and can not fail to prove of value to those interested in the economic aspects of the work of the Commission.<sup>(a)</sup>

It is readily seen from what has been said that the difficulty of comparing the *rate* of earnings of contract miners with the rate of *wages* paid in other occupations requiring equal skill and training

<sup>a</sup>See pages 175 to 186.

is serious. We do not find, as has been already said, that testimony has been adduced on either side which would permit satisfactory comparison with the rate of wages or earnings paid in the bituminous coal fields. In attempting a comparison with other occupations, we are met at once with the embarrassing condition that in such occupations the rate of wages paid by the day or the month is uniform, and the labor is generally continuous throughout the year, while in the work of contract miners, who are paid by the yard, car, or ton, the number of days or hours represented by the earnings is a varying quantity, and the number of days in which he is actually employed at all, may be much fewer than the average number of days constituting a year's work in most other employments.

We have already said that the personal element constantly enters into the case. The miner who by special aptitude or training knows how to economize powder and other supplies, and who is willing to devote two or three hours more a day than the average to his work, can and does make a larger income than his fellows who fail in these respects. Nevertheless, we have, from the abundant data furnished us, made some comparison and have sought to arrive at such general results as would fairly represent the average earnings of the contract miner. We have endeavored to base our judgment, not upon semimonthly or monthly returns, but upon the earnings of those who have labored throughout the year, only a part of whom may have availed themselves of all their opportunities.

It is impossible to be accurate in this matter. The conditions that make accuracy impossible are inherent in the nature of the subject with which we are dealing. Neither contract miners nor mine workers can work the full number of days in a year which it is possible to work in other callings; that is to say, owing to causes beyond the control of either miner or operator—such as breakage of machinery inside or outside the mine, disarrangement of pumps, storms, repairs, etc.—opportunity to work in the mines, without fault of either operator or miner, does not present itself on each working day of the year. On the other hand, for causes within the control of the operator or miner, the number of idle days at the mines is, or may be, increased.

Take for example the year 1901, a year of more than usual activity in mining operations, the average number of days throughout the region on which work was started was approximately 260. The number may have been less. So that the yearly income of the contract miner, as well as that of the others, is the product of work done in parts of days fewer by 50 than the number of working days in the year; and for the contract miner the hours worked in each of the days in which a start is made, are fewer than 10, and from the evidence we feel warranted in saying that they certainly do not exceed, on the average, 8 hours, there being much testimony to show that

many of the miners go into the mines between 6 and 7 in the morning and come out before 2 o'clock in the afternoon. This is a fact, of course, to be taken into consideration in determining a fair rate of compensation or a fair annual earning.

We find that the average daily *rate* of earnings, as nearly as can be ascertained, does not compare unfavorably with that in other industries requiring substantially equal skill and training. It is more instructive, of course, to compare *annual* earnings of the contract miner with the *annual* earnings of those employed in other occupations. We find that these annual earnings of contract miners, based upon returns for the year 1901, range between \$550 and \$600. Perhaps it would be safe to put the average at \$560.

A representative illustration may be taken from the data submitted by the Lehigh Valley and the Lehigh and Wilkesbarre Coal companies,<sup>(a)</sup> whose work seems to have been conducted as regularly and systematically as any in the region. The reports of these two companies included only such miners as worked in their respective collieries throughout the year, and whose names appear, for some days at least, on the pay rolls of each month in the year. The earnings shown for these miners, therefore, represent their total earnings for the year, and it is clear that they were not supplemented by work done elsewhere.

The Lehigh Valley collieries show average annual earnings of contract miners ranging from \$667 to \$465, and the average daily earnings from \$2.81 to \$2.19. The average annual earnings for their 17 collieries is \$568.17, and the average daily earnings \$2.41. The average number of days on which the miners worked is 236, which is 89 per cent of the days on which the collieries made starts.

The collieries of the Lehigh and Wilkesbarre Company show average annual earnings ranging from \$686 to \$451, and the average daily earnings from \$2.74 to \$2.33. The average annual earnings for all the collieries is \$589, and the average daily earnings \$2.47. The average number of days worked by the miners in all the collieries of this company was 238, which was 92 per cent of the average number of days on which the collieries made starts.

Taking the figures from which these averages have been made, we find that 121 miners who made 250 starts in the year earned each \$686.08, which were the highest yearly earnings, and that 103 miners who made 185 starts earned each \$451.07, and so throughout the list, the miners who made the larger income working on the greater number of days, and those who made the smaller income working on the less number of days. It is also significant that those who worked on the greatest number of days and had the largest yearly income, made the largest average daily earnings, and those who worked on the least number of days made the smallest average daily earnings.<sup>(b)</sup>

<sup>a</sup> See pages 177, 178.

<sup>b</sup> See page 178.

It will be seen that the results derived from the statements of these two companies approximate each other closely in average earnings, in daily earnings, as well as in the number of days worked, and in the percentage of the days on which the collieries were in operation.

A great many other tables have been submitted, and a large, almost an embarrassing, mass of figures has been presented bearing upon this subject, but careful study and scrutiny of them all, persuades us that in the illustrations just given we have made a selection that will fairly show the true condition in this respect. As already said, these figures are based upon the large operations of the year 1901, a year of unusual activity in the anthracite field. Some preceding years do not show so great an opportunity for earning as this year afforded. It may, however, be reasonably expected that the future demand for anthracite coal will keep the industry at its present point of activity for some time to come.

We have also considered the contention, and the testimony bearing upon it, that the mining industry is perilous and extra hazardous, and find that it should be classed as one of the dangerous industries of the country, ranking with several of the most dangerous. The statistics so far available (which appear in this report under "Hazardous nature of anthracite mining"<sup>a</sup>) do not show a greater hazard than obtains in some other occupations, notably in the fisheries and in those of switchmen and freight-train crews on our railroads. Still, the requirements are exacting, and this fact has been duly weighed by the Commission, in coming to a decision upon the demand for an increase in the rate of compensation of contract miners.

Reviewing the whole case, and acting upon the conviction produced by the hearing of testimony, and the examination of statistics, the Commission is of the opinion that, in view of the interruptions incident to mining operations, the increased cost of living, the uncertainty as to the number of days during the year presenting an opportunity for work, and the inequalities of physical conditions affecting the ability to earn, and not overlooking the hazardous nature of the employment, some increase in the rate of compensation to contract miners should be made.

The Commission, therefore, considers, and so adjudges and awards: That an increase of 10 per cent over and above the rates paid in the month of April, 1902, be paid to all contract miners for cutting coal, yardage, and other work for which standard rates or allowances existed at that time, from and after November 1, 1902, and during the life of this award; and also to the legal representatives of such contract miners as may have died since November 1, 1902. The amount of increase under the award due for work done between November 1, 1902, and April 1, 1903, to be paid on or before June 1, 1903.

<sup>a</sup> See pages 27 to 31.

## II.—DEMAND FOR REDUCTION IN HOURS OF LABOR.

The second demand in the statement of claim filed by the miners is as follows:

A reduction of 20 per cent in the hours of labor, without any reduction of earnings, for all employees paid by the hour, day, or week.

Many of the conditions to which we have adverted as attending the work of contract miners also affect the work of the "company men," or men in and about the mines, who are paid on the basis of a 10-hour day, and generally for the hours actually worked—that is to say, their hours of labor in a large proportion of instances depend upon what is called breaker time; that is, upon the number of days during each of which the mine or breaker is operated for any number of hours, however few.

The employees in and around the mines, other than contract miners and their laborers, constitute 60 per cent of all mine workers. Their occupations are exceedingly varied, and different classes of labor are paid at different rates, and the annual earnings differ accordingly. Under one company these classes amount to as many as 108, each class receiving a different daily or monthly wage, and sometimes individuals in the same class receiving a varying wage, due, no doubt, to their unequal skill and capacity.

The classification of labor in and around a mine, excluding contract miners and their laborers, includes the following different occupations: Repair men, road men, bottom men, plane men, switchmen, car runners, spraggers, fan and door boys, oilers, lamp men, pump men, stable men, drivers, loader bosses, loaders, chute starters, day miners, day laborers, locomotive engineers, inside engineers, hoisting engineers, firemen, machinists, carpenters, blacksmiths, blacksmiths' helpers, breaker engineers, jigger engineers, platform men, timbermen, top men, slate pickers, breaker boys, etc. The wages of all of these classes differ, although they do not differ widely. Nevertheless some of them require more aptitude and training than others, and deserve and receive a correspondingly higher wage rate. Hence, excluding machinists, carpenters, blacksmiths, and those having trades that are common to every community, it is difficult to make a just comparison of the wage rates received by these mine workers, with those "paid in other occupations requiring equal skill and training."

It must be observed that we are here dealing with the *rate* of wages and not annual earnings. We have attempted the comparison, however, and carefully considered the voluminous testimony adduced on this point, and we do not find that the proposition we are considering, to wit, that the present *rate* of wages of mine workers in the anthracite region "is lower than is paid in other occupations requiring equal skill and training," is supported.

In view of the more permanent character of the employment of hoisting engineers and other engineers and pumpmen, who are employed in positions which are manned continuously, as compared with other miners and mine workers, the Commission adjudges and awards:

That engineers who are employed in hoisting water shall have an increase of 10 per cent on their earnings between November 1, 1902, and April 1, 1903, to be paid on or before June 1, 1903; and a like allowance shall be paid to the legal representatives of such employees as may have died since November 1, 1902; and from and after April 1, 1903, and during the life of the award, they shall have 8-hour shifts, with the same pay which was effective in April, 1902; and where they are now working 8-hour shifts, the 8-hour shifts shall be continued, and these engineers shall have an increase of 10 per cent on the wages which were effective in the several positions in April, 1902.

Hoisting engineers and other engineers and pumpmen, other than those employed in hoisting water, who are employed in positions which are manned continuously, shall have an increase of 10 per cent on their earnings between November 1, 1902, and April 1, 1903, to be paid on or before June 1, 1903; and a like allowance shall be paid to the legal representatives of such employees as may have died since November 1, 1902; and from and after April 1, 1903, and during the life of the award, they shall have an increase of 5 per cent on the rates of wages which were effective in the several positions in April, 1902; and in addition they shall be relieved from duty on Sundays, without loss of pay, by a man provided by the employer to relieve them during the hours of the day shift.

The reason for this award is apparent, when the fact is considered, that heretofore many men in these positions have worked on two shifts in the 24 hours, through the entire week, Sundays included, having no cessation from work on Sunday, except by the custom, by which each of them in turn remains on duty 24 hours every other Sunday, in order to alternate the men on the night and day shifts.

The Commission adjudges and awards: That firemen shall have an increase of 10 per cent on their earnings between November 1, 1902, and April 1, 1903, to be paid on or before June 1, 1903; and a like allowance shall be paid to the legal representatives of such employees as may have died since November 1, 1902; and from and after April 1, 1903, and during the life of the award, they shall have 8-hour shifts, with the same wages per day, week, or month as were paid in each position in April, 1902.

Excluding hoisting engineers, pump men, other engineers, and firemen engaged where the work is continued through the 24 hours, most of these employees to whom we have just referred as company men, who are paid by the day or hour, can work only when the breaker or the mine is in operation. Here, again, we meet with the

same result that we have considered in the case of the contract miner, that the rate of daily or hourly wages does not compare unfavorably with that obtaining in other similar industries requiring no greater skill or training; but, owing to the want of continuousness in their work, due to causes already referred to, the annual wage or income is, of course, less than that which would obtain were the work less interrupted.

Another feature to be considered, is, that most of these men, when they do work, work less than 10 hours a day, although they work on the basis of a 10-hour day; that is, taking breaker time as the standard, in many collieries they work less than 9 hours a day on an average. We find that in the anthracite region at large the time made during the year 1901, on the basis of 10 hours to a day, was 196 days, while the days upon which actual starts were made, or during some portion of which work was done, were 258. The general average of breaker starts, the average hours the breaker worked per day, and the average number of working days of 10 hours for the year 1901 have been given for various companies, and the detailed statistics for the different collieries of these companies will be found in the appendix.<sup>(a)</sup>

It will be seen that there are comparatively few employees in the anthracite region who are able to obtain steady employment throughout the year. If a full day's work could be secured for every day the breakers start, the condition of the mine workers would be greatly improved, and their earnings would be increased approximately 25 per cent over those made in 1901, and would compare favorably with other fields of employment. Taking, for instance, the collieries of the Philadelphia and Reading Coal and Iron Company, the average number of starts made by the 37 breakers reported by this company was 261, which would have represented 261 working days of 10 hours had full time been made. But the average number of hours per day made at these collieries was 8.6, and the average number of working days of 10 hours was thus reduced to 224.5. The records of other companies exhibit conditions less favorable.

In the collieries of the Delaware, Lackawanna and Western, the average number of breaker starts was 262, the average hours per start amounted to 7.8, and the average number of working days of 10 hours was 205. The Lehigh and Wilkesbarre Coal Company averaged for 11 collieries 258 starts, with 7.7 hours to a start, equivalent to 199 days of 10 hours. The Delaware and Hudson Company reported for 24 collieries an average of 264 starts, with 6.9 hours to a start, or 183 days of 10 hours. This statement for the Delaware and Hudson Company includes the Baltimore and Delaware collieries, which were idle more than half the year because of floods. Excluding these two collieries, the average breaker starts were 274, with 7 hours to the start,

<sup>a</sup> See pages 189 to 191.

or 192 days of 10 hours. Six collieries operated by the Temple Iron Company started, on an average, 256 days, making 7.2 hours to each start, or 184 10-hour days. The average number of 10-hour days made by the Scranton Coal Company (9 collieries), the Hillside Coal and Iron Company (5 collieries), and the Pennsylvania Coal Company (10 collieries), respectively, were 172, 167, and 159, the average breaker starts being 260, 253, and 232.

A study of the tables shows comparatively few instances in which the breakers made full 10 hours, while from 6 to 9 hour days were the most numerous. In many cases the breakers made but 2, 3, or 4 hours after starting up, and these conditions, taken in connection with the number of days the breakers are shut down entirely, seriously affect the earning capacity of the employees. The Commission recognizes, as already stated, that in many cases these interruptions to steady employment are unavoidable. The complicated machinery of the breakers, engaged in heavy and exacting work, is constantly liable to accidents which apparently no foresight can prevent. Shortage of railroad cars and other causes, which in some cases might be prevented, frequently necessitate shutting down the breaker after only a few hours work, and the greater part of the day is lost. As in the case of contract miners, it is also true that suspensions are occasionally due to the action of the men themselves in remaining away from work because of some holiday, and this has been given due weight in the deliberations of the Commission. The chief cause for complaint seems to be, however, in the frequent shut-downs after the work of the day has begun, and the Commission feels that some remedy for this condition is due the men. The time lost in going to and coming from his working place, is as great if the laborer works 2 hours as if he works 9 or 10 hours.

The tables in the appendix<sup>(a)</sup> show the average rates of pay per 10-hour day, the average number of 10-hour days worked, and the average annual earnings of all the men and boys in various occupations in and about the mines who are paid by the day, week, or month, exclusive of superintendents, foremen, and fire bosses. These "day men" or "company men" so tabulated number 81,856, and form 55 per cent of the whole number of mine workers. Accurate records of their earnings are on the books of the companies, and there was no difficulty in ascertaining their annual earnings, except the enormous amount of labor necessary to bring all the data together. It was not practicable in all cases to separate the earnings of men and boys. A table in the appendix<sup>(b)</sup> shows these groups separately for the Delaware and Hudson Company, and may be taken as representative of the distribution of men and boys in the various occupations, the proportion of men and boys being substantially the same under all the companies.

<sup>a</sup> See pages 181 to 186.

<sup>b</sup> See pages 184 to 186.

The table of earnings of company men and boys, summarized, is as follows:

NUMBER OF MEN AND BOYS EMPLOYED, AVERAGE ANNUAL EARNINGS, AVERAGE RATE OF WAGES PER 10-HOUR DAY, AND AVERAGE 10-HOUR DAYS WORKED, FOR EACH COAL-MINING COMPANY.

Name of company.	Number of men and boys.	Average annual earnings.	Average rate per 10-hour day.	Average 10-hour days worked.
Philadelphia and Reading.....	15,843	\$402.37	\$1.66	242
Temple Iron Co.....	791	384.55	1.58	243
Delaware and Hudson Co.....	6,611	375.18	.....	.....
Delaware, Lackawanna and Western.....	5,639	369.24	.....	.....
Hillside Coal and Iron Co.....	1,603	359.53	1.55	232
Scranton Coal Co.....	2,416	331.07	.....	.....
Pennsylvania Coal Co.....	2,678	307.44	1.48	207

The consolidated average for the foregoing companies, embracing 35,581 men and boys, gives a general average annual earning of \$377.76.<sup>(a)</sup>

These considerations seem to indicate that it is just to reduce the hours per day for company men. This change, owing to the peculiar conditions obtaining in the premises, and already discussed, should not result in any decrease in the output of the mines.

The Commission thinks it just, therefore, that the demand for a reduction in time as to these classes of employees should be met, and a careful consideration of all the facts bearing upon the situation has brought it to the conclusion, that a reduction of the hours of labor from 10 to 9 would be fair to both employee and employer. This would give the employees whom we are now considering practically a wage increase of 11½ per cent, for the reason that, working the number of hours they now work, which is generally less than 9 each day, they would be paid for hours in which they actually work, at the hourly rate for a 9-hour day, instead of at that for a 10-hour day. For example, in case of the Delaware and Hudson Company the average hours of breaker time per start is 7, and the company men (with the exclusions referred to) who now receive, say, \$1.50 a day for 10 hours' work, would, under the conditions of a 9-hour day, receive one-ninth, instead of one-tenth, of \$1.50 as their rate per hour for 7 hours' work, or 16⅔ cents instead of 15 cents per hour.

The Commission, therefore, considers, and so adjudges and awards: That all employees or company men, other than those for whom the Commission makes special awards, be paid an increase of 10 per cent on their earnings between November 1, 1902, and April 1, 1903, to be paid on or before June 1, 1903; and a like allowance shall be paid to the legal representatives of such employees as may have died since November 1, 1902; and that from and after April 1, 1903, and during the life of this award, they shall be paid on the basis of a 9-hour day, receiving therefor the same wages as were paid in April, 1902, for a 10-hour day. Overtime in excess of 9 hours in any day to be paid at a proportional rate per hour.

<sup>a</sup> Erroneously printed \$374.60 in advance copies of this Report.

### III.—DEMAND FOR PAYMENT BY WEIGHT.

The third demand of the miners is for "the adoption of a system by which coal shall be weighed and paid for by weight wherever practicable, the minimum rate per ton to be 60 cents for a legal ton of 2,240 pounds, the differentials now existing at the various mines to be maintained."

To the question raised by this demand the Commission has devoted much thought and attention. It finds, as is not surprising in attempts to change conditions of life or work which have been the outcome of years of experience and which affect large numbers of persons, that great care is required to avoid embarrassing the situation in the endeavor to amend it.

We are met at the outset with the fact that there has existed in the State of Pennsylvania (whose laws govern the industry) since March 30, 1875, a statute, which would seem, on its face, of controlling force in this regard. As contained in Pepper & Lewis's Digest of the Laws of Pennsylvania, page 3057, the statute is as follows:

1. ANTHRACITE COAL TO BE WEIGHED AS MINED.—All persons, partnerships, associations and corporations engaged in the mining of anthracite coal in this Commonwealth shall provide and erect at each of their coal mines, or collieries, standard and lawful scales for weighing the coal mined therein, and each and every miner's coal shall be separately and accurately weighed on said scale before said coal is dumped and taken from the cars on which said miner loaded it in said mine or colliery, and a separate and an accurate account shall be kept by all said persons, partnerships, associations and corporations of the number of pounds of coal mined by each miner as aforesaid; and the miners in each mine shall have the right to employ, at their own expense, and keep a weighmaster at each of said scales to inspect said scales, and also keep an account of the number of pounds of coal mined by each miner; and the miners at each mine or colliery shall be paid at the rate of so much per pound for amount of coal mined by them, and the pound weight shall be the basis from which to calculate the earnings at all mines or collieries: *Provided*, That the provisions of this act shall apply only to mines or collieries in which the coal mined has heretofore been paid for by the car, and that this act shall not go into effect until sixty days after the approval by the governor: *And provided further*, That if any of said persons, partnerships, associations or corporations shall neglect or refuse to comply with the provisions of this act, he or they so neglecting or refusing shall forfeit and pay, for every day (of) said neglect or refusal after said sixty days, to the Commonwealth of Pennsylvania the sum of one hundred dollars, the same to be sued for and recovered in an action of debt in the court of common pleas, having jurisdiction of the territory in which said mines or collieries may be situate, the writs in said action to be served on the said persons, partnerships, associations or corporations, or the superintendents, agents, or clerks of said persons, partnerships, associations or corporations resident within the jurisdiction of said court: *And provided further*, That the provisions of this act shall not apply to or embrace any per-

sons, partnerships, associations or corporations that may or shall by any contract agree with his or their miners in any of said mines or collieries, otherwise than as is provided in this act, for the compensation of mining the same, and no penalty provided therein shall apply to such persons, partnerships, associations or corporations so contracting or agreeing.

It may seem strange, but from all the evidence before the Commission the undoubted fact appears to be, that the requirements of this law have never been complied with. It is alleged by the counsel for the operators, that they have never been applicable, for the reason that the situation came within the purview of the last proviso of the section quoted, which exempts from its provisions all cases where the employer shall by contract agree with his miners, otherwise than is provided in the said statute, for their compensation.

Attention in this connection should be called to a law approved June 13, 1883, making the following provision:

All individuals, firms and corporations engaged in mining coal in the Commonwealth, who, instead of dumping all the cars that come from the mine into a breaker or shoots, shall switch out one or more of the cars for the purpose of examining them, and determining the actual amount of slate or refuse, by removing said slate or refuse from the car, and who shall, after so doing, willfully neglect to allow the miner in full for all clean coal left after the refuse, dirt or slate is taken out, at the same rate paid at the mine for clean coal, less the actual expense of removing said slate or refuse, (he) shall be deemed guilty of a misdemeanor.

What the present state of the statute law in Pennsylvania may be, is of course a question for the courts of that State, and as we have not been referred to any decision of those courts which passes upon this question, or definitely upon that of the constitutionality of the law of 1875; assuming it to be in force, the Commission finds the situation embarrassing. It is a fact, however, that during this whole period of twenty-eight years since the passage of this act no question seems to have been raised as to its requirements, or complaint made that they have been violated, or the prescribed penalty invoked for any alleged violation thereof. The inference is not unfairly drawn from this state of things, that the situation with which the statute purported to deal, has been, on the whole, not unsatisfactory to either miners or operators, and that the provisions of the statute referred to never attracted the notice of the parties affected, and were thus practically ignored.

Whether intentionally or not, the contracts, expressed or implied, for compensation otherwise than by weight, have probably brought the matter within the terms of the proviso of the law of 1875, and serve to relieve the parties from the imputation of having disregarded the obligations of that law.

It was understood at the hearings, that the representatives of both

sides assented to the proposition, that the agreement to abide by the award of this Commission comes within the purview of the proviso in the law of 1875, referred to, and constitutes an agreement under that statute.

The situation being thus anomalous, the Commission has not been able to see clearly its way to an attempt to change it by an obligatory award. Any measure of work performed, as a basis for payment, must in a certain sense be arbitrary. Payment by the car, by the ton, or by the yard, is the result of an agreement between presumably intelligent parties, and all the circumstances attending either method are matters for their consideration. If a miners' ton of 28 hundredweight is taken as the basis of payment, the price for such ton is fixed with reference to its size. So of payment by the car or by the yard. The suggestion is not lost sight of that the miners' ton of, say, 28 hundredweight, was fixed at a time when the sizes of coal below pea were not marketable, and that now they are. This is true; but there may be other considerations, and the operators assert that there are, which justice to them requires should be taken into the account. For example, lump and grate sizes are not marketed now to the extent that they were formerly, but are for the most part passed through the breaker and reduced to domestic and smaller sizes. The cost of this process and the waste consequent thereon are borne by the operator.

However this may be, the Commission is not now prepared to say, that the change to payment by weight, based on a 2,240 pound ton, when the price would necessarily be adjusted to the number of pounds—practically the case now—would prove of sufficient benefit to the miners to compensate for the expense and trouble thereby imposed upon operators now paying by the car. Many of the operators, in order to accommodate themselves to the change, would have to reconstruct the breakers, or place the scales at the foot of the shaft, and, when there is more than one level in the mine, at the foot of each level.

At the hearings, it was agreed by counsel for the Philadelphia and Reading Coal and Iron Company and counsel for the striking miners, that the third demand—the payment for coal by weight—should be withdrawn so far as that company is concerned, as it pays for coal by the yard in most of its collieries.

It should not pass without comment, that the demand for a change to the weight system is accompanied by the condition that the minimum rate per ton of 2,240 pounds should be 60 cents, the differentials now existing at the various mines to be maintained. This demand could not have been made in full understanding of its practical effect, for coal is now mined at a cost varying from 19 to 59 cents a ton, the miner's earnings being up to the average level. Sixty cents per ton of 2,240 pounds as a minimum, and the maintenance of differentials

now existing in the various mines on that basis, would result in many instances in an increase of 300 per cent over present cost, and would throw into confusion the whole matter of compensation and the business of mining.

On these, and other grounds, more generally discussed elsewhere in this report, the Commission refrains from fixing a standard ton where coal is paid for by weight, and from imposing upon owners of collieries where coal now mined is paid for by the car the obligation to pay by weight and to make the changes in plant necessary therefor; and it, therefore, adjudges and awards: That during the life of this award the present methods of payment for coal mined, shall be adhered to, unless changed by mutual agreement.

#### IV.—DEMAND FOR AN AGREEMENT WITH UNITED MINE WORKERS OF AMERICA.

The fourth and last demand of the miners is as follows:

The incorporation in an agreement between the United Mine Workers of America and the anthracite coal companies of the wages which shall be paid and the conditions of employment which shall obtain, together with satisfactory methods for the adjustment of grievances which may arise from time to time, to the end that strikes and lock-outs may be unnecessary.

The Commission is constrained to decline making an award, which would compel an agreement by the operators with the United Mine Workers of America; for however importantly that order may have participated in the strike which was inaugurated on the 12th of May last, and in its subsequent conduct, it is not a party to this submission. It was distinctly stated at the first meeting of the Commission, that the president of the United Mine Workers of America appeared before the Commission as the representative of the mine workers in the anthracite region, on whose behalf had been made the demands which have since been incorporated in the formal statement of claim filed. It is the striking anthracite mine workers, who appear before the Commission as the pursuing party. It is true that they have been represented, and ably represented, before the Commission by Mr. Mitchell, but in so representing them he appeared "as the representative of the anthracite coal mine workers," and not in his official character as president of the United Mine Workers of America."

"At the hearing before the Commission on October 27, Mr. Baer, representing the Philadelphia and Reading Coal and Iron Company, made the following statement:

"I am anxious to have one thing clearly understood, because it may lead to complications, and it might as well be stated now as at any other time. We have no objection to Mr. Mitchell appearing here to represent miners in the Schuylkill region; but under the terms of the submission to you we have expressly excluded the miners' organization, because it is a bituminous organization partly, and we can not consent to Mr. Mitchell's appearing here as the representative and as the president of that

Nor does the Commission consider that the question of the recognition of the United Mine Workers of America, is within the scope of the jurisdiction conferred upon it by the submission.

The first appearance of this demand, so far as this Commission is concerned, was at its meeting on the 27th of October last. It is therefore evident, that it was not considered one of the issues, when the submission was suggested by the operators in their letter to the public, and accepted by the striking miners in their convention of October 21.

The Commission feels, however, that it is incumbent upon it to give some expression to its views on the general question. From the correspondence which passed between the coal operators and the officers of the United Mine Workers prior to the strike, and which has been cited under the heading "History and causes of the strike," from the voluminous testimony presented during the hearings before the Commission, and from the arguments of counsel and others, with which the public hearings closed, the Commission is led to the conviction, that the question of the recognition of the union and of dealing with the mine workers through their union, was considered by both operators and miners to be one of the most important involved in the controversy which culminated in the strike.

The order, as its name implies, is an organization to membership in which all workers who "produce or handle coal or coke in or around the mines" are eligible. It claims a jurisdiction coextensive with the coal-producing industry in America. Its purpose, as stated in its constitution (which is printed in full on pages 203 to 214), is to unite the mine workers and "ameliorate their condition by methods of conciliation, arbitration, or strikes." The members of the union assert, that they have a right to form themselves into a union, choose their officers, and delegate to those officers authority to represent and speak or bargain for them. They contend that if a majority of the employees of a colliery, or of a mining company, are members of the union, the union has a right to negotiate for the services of the employees of that colliery or company, in their collective capacity.

The operators assert that they have no objection to their employees joining a union or labor organization. They say their refusal to recognize and deal with the United Mine Workers, as at present constituted, is based on the fact that the majority of the members

organization. So far as he appears here to represent any of the miners in the anthracite region that are in our employ, we have no objection, and we raise no question about it; but we do not want him to appear on the record as president of the United Mine Workers, because we have distinctly stated in the paper from which you have derived your authority to the President that we will not deal with that organization."

In reply to the foregoing, Mr. Mitchell said:

"As to the matter of my status before the Commission, I desire to say that the objections that have been filed are not involved. I appear here as the representative of the anthracite coal mine workers."

of the union are employed in the bituminous coal fields; that the officers are chiefly from those fields and not well acquainted with the work of mining anthracite coal; that to deal with them would be dealing with an organization which is controlled by men engaged in a rival industry, bituminous and anthracite coal mining being considered by them as competitive or rival industries, so far as the use of anthracite for steam-producing purposes is concerned. The assertion is made that operators in bituminous fields contributed liberally to the striking anthracite miners, in order to continue the advantages which accrued to the bituminous coal industry from the suspension of work in the anthracite region; and it is also alleged and proved, that the local unions in the anthracite fields are, to some extent, controlled by the votes of young boys, who are admitted to membership and who are, through their youth and lack of experience, wanting in judgment, and, so far, irresponsible.

Great stress is laid upon the accusation that the United Mine Workers' union resorts to and encourages lawlessness and violence in its efforts to accomplish its purposes or desires.

The demands of the mine workers having been made through their union, any adjustment which might have been effected between the operators and the officers of the organization, would have carried with it more or less direct recognition of the union. The agreement to submit the disputed points to the decision of this Commission, was subscribed to by the presidents of the large anthracite mining and transportation companies on the one side, and by a convention of anthracite mine workers, members of the union, on the other. The submission provides that this Commission shall determine the questions at issue between the several operators and "their respective employees, whether the latter belong to a union or not," and shall fix the rates of wages and hours and conditions of labor for a period of not less than three years.

Whatever the jurisdiction of this Commission, under the submission may be, the suggestion of a working agreement between employers and employees embodying the doctrine of collective bargaining is one which the Commission believes contains many hopeful elements for the adjustment of relations in the mining regions, but it does not see that, under the terms of the submission from which the powers of the Commission are derived, such an agreement can be made to take the place of, or become part of, its award.

In the days when the employer had but few employees, personal acquaintance and direct contact of the employer and the employee, resulted in mutual knowledge of the surrounding conditions and the desires of each. The development of the employers into large corporations, has rendered such personal contact and acquaintance between the responsible employer and the individual employee, no

longer possible in the old sense. The tendency toward peace and good-fellowship which grows out of personal acquaintance or direct contact should not, however, be lost through this evolution to greater combinations. There seems to be no medium through which to preserve it, so natural and efficient as that of an organization of employees governed by rules which represent the will of a properly constituted majority of its members, and officered by members selected for that purpose, and in whom authority to administer the rules and affairs of the union and its members is vested.

The men employed in a certain line of work or branch of industry, have similar feelings, aspirations, and convictions, the natural outgrowth of their common work and common trend or application of mind. The union, representing their community of interests, is the logical result of their community of thought. It encourages calm and intelligent consideration of matters of common interest. In the absence of a union, the extremist gets a ready hearing for incendiary appeals to prejudice or passion, when a grievance, real or fancied, of a general nature, presents itself for consideration.

The claim of the worker that he has the same right to join with his fellows in forming an organization, through which to be represented, that the stockholder of the corporation has to join others in forming the corporation, and to be represented by its directors and other officers, seems to be thoroughly well founded, not only in ethics but under economic considerations. Some employers say to their employees: "We do not object to your joining the union, but we will not recognize your union nor deal with it as representing you." If the union is to be rendered impotent, and its usefulness is to be nullified by refusing to permit it to perform the functions for which it is created, and for which alone it exists, permission to join it may well be considered as a privilege of doubtful value.

Trades unionism is rapidly becoming a matter of business, and that employer who fails to give the same careful attention to the question of his relation to his labor or his employees, which he gives to the other factors which enter into the conduct of his business, makes a mistake, which sooner or later he will be obliged to correct. In this, as in other things, it is much better to start right than to make mistakes in starting, which necessitate returning to correct them. Experience shows that the more full the recognition given to a trades union, the more businesslike and responsible it becomes. Through dealing with business men in business matters, its more intelligent, conservative, and responsible members come to the front and gain general control and direction of its affairs. If the energy of the employer is directed to discouragement and repression of the union, he need not be surprised if the more radically inclined members are the ones most frequently heard.

The Commission agrees that a plan, under which all questions of difference between the employer and his employees, shall first be considered in conference between the employer or his official representative and a committee, chosen by his employees from their own ranks, is most likely to produce satisfactory results and harmonious relations, and at such conference the employees should have the right to call to their assistance such representatives or agents as they may choose, and to have them recognized as such.

In order to be entitled to such recognition, the labor organization or union must give the same recognition to the rights of the employer and of others, which it demands for itself and for its members. The worker has the right to quit or to strike in conjunction with his fellows, when by so doing he does not violate a contract made by or for him. He has neither right nor license to destroy or to damage the property of the employer; neither has he any right or license to intimidate or to use violence against the man who chooses to exercise his right to work, nor to interfere with those who do not feel that the union offers the best method for adjusting grievances.

The union must not undertake to assume, or to interfere with, the management of the business of the employer. It should strive to make membership in it so valuable as to attract all who are eligible, but in its efforts to build itself up, it must not lose sight of the fact that those who may think differently, have certain rights guaranteed them by our free government. However irritating it may be to see a man enjoy benefits to the securing of which he refuses to contribute, either morally, or physically, or financially, the fact that he has a right to dispose of his personal services as he chooses, can not be ignored. The nonunion man assumes the whole responsibility which results from his being such, but his right and privilege of being a nonunion man are sanctioned in law and morals. The rights and privileges of nonunion men are as sacred to them as the rights and privileges of unionists. The contention that a majority of the employees in an industry, by voluntarily associating themselves, in a union, acquire authority over those who do not so associate themselves is untenable.

Those who voluntarily associate themselves, believe that in their efforts to improve conditions, they are working as much in the interest of the unorganized as in their own, and out of this grows the contention that when a nonunion man works during a strike, he violates the rights and privileges of those associated, in efforts to better the general condition, and in aspirations to a higher standard of living. The nonunion man, who does not believe that the union can accomplish these things, insists with equal sincerity that the union destroys his efforts to secure a better standard of living, and interferes with his aspirations for improvement. The fallacy of such argument lies in the use of the analogy of State government, under which the minority acquiesces in the rule of the majority; but government is the result of

organic law, within the scope of which no other government can assume authority to control the minority. In all acts of government the minority takes part, and when it is defeated the government becomes the agency of all, not simply of the majority.

It should be remembered that the trade union is a voluntary social organization, and, like any other organization, is subordinate to the laws of the land and can not make rules or regulations in contravention thereof. Yet it at times seeks to set itself up as a separate and distinct governing agency and to control those who have refused to join its ranks and to consent to its government, and to deny to them the personal liberties which are guaranteed to every citizen by the constitution and laws of the land. The analogy, therefore, is unsound and does not apply. Abraham Lincoln said, "No man is good enough to govern another man without that other's consent." This is as true in trade unions as elsewhere, and not until those which fail to recognize this truth abandon their attitude toward nonunion men, and follow the suggestion made above—that is, to make their work and their membership so valuable and attractive, that all who are eligible to membership will come under their rule—will they secure that firm and constant sympathy of the public, which their general purposes seem to demand.

We believe it is unwise and impolitic, to permit boys of immature age and judgment to participate in deciding the policy and actions of a labor union. We think that no one should have such voice in the affairs of a union, until he has reached his legal majority. Those affairs are momentous and are of growing importance. They should be directed by men who have a realizing sense of the responsibilities of life, both as to family, as to associates, and as to society. This does not mean, of course, that minors should not belong to the union, but they should not act as, nor vote for, delegates to conventions which consider or determine strikes.

The present constitution of the United Mine Workers of America does not present the most inviting inducements to the operators to enter into contractual relations with it. Minors are represented in conventions called for the consideration of strikes; while boys do not go as delegates, only one case having been noted, they send delegates to such conventions; and as the boys in the union in the anthracite region constitute about 20 per cent of the membership, it is easily seen that their representatives, who may be obliged to act on instructions, may have the balance of power, and thus carry a vote for a strike when the more conservative and experienced members might be opposed to it.

Under the recently amended constitution of the United Mine Workers of America, strikes must originate with the locals or districts;<sup>(a)</sup> but

<sup>a</sup> See Article X of the constitution, pages 212, 213 of this Report.

before final action is taken by any district upon questions that directly or indirectly affect the interests of the mine workers of another district, or that require a strike to determine such questions, the president and secretary of the aggrieved district must jointly prepare, sign, and forward to the national president, a written statement setting forth the grievance complained of, the action contemplated by the district, and the reasons therefor; and the national president must, within five days after the receipt of such statement, either approve or disapprove of the action contemplated by the aggrieved district, such approval or disapproval to be made in writing and a copy forwarded to the secretary of the complaining district. If the national president approve, the district is free to act; but should he disapprove the contemplated strike, the district may appeal to the national executive board, which must be convened to consider such appeal within five days after its receipt. Until the national president has approved or the national executive board has sustained the appeal, no district is free to enter upon a strike, unless it be general or national, ordered by a national convention.

These provisions give the districts in the anthracite region quite independent powers relative to the initiation of a strike, and their powers are in a measure safeguarded by the necessity of first securing the approval of the national president, or, in case of his disapproval, of the national executive board. The difficulty does not lie so much in the method now pursued as in the fact that a strike may be undertaken by a majority vote of the members of a district convention called for the purpose of considering the strike. This is considered a weakness in the present method. Instead of a majority vote there should be at least a two-thirds vote of all the delegates in the convention considering the question of a strike. The vote should be by ballot, and not by voice, or show of hands. An amendment to the constitution, making such provisions as those just indicated, and creating a separate anthracite department, so far as strikes are concerned, would remove some of the serious objections that have been urged by the operators.

An independent and autonomous organization of the anthracite mine workers of Pennsylvania, however affiliated, in which the objectionable features above alluded to should be absent, would deserve the recommendation of this Commission, and, were it within the scope of its jurisdiction, the said fourth demand of the statement of claim, for collective bargaining and a trade agreement might then be reasonably granted.

The Commission has carefully considered and has outlined a plan for an organization for the execution of trade agreements in the anthracite region, to which thoughtful attention is called, and which is printed in full as an appendix.<sup>(c)</sup>

When under the award the parties have faithfully obeyed its terms

<sup>(c)</sup>See pages 227 to 229.

and thus learned to deal with each other, a trade agreement between operators and an anthracite mine workers' organization may commend itself to both sides. We believe this, especially when it is considered that in other directions, and in other industries, such agreements have been made and adhered to for terms of years, completely avoiding strikes and labor controversies generally. Of course, here and there in the bituminous regions, these agreements may not have worked with perfect satisfaction to both parties, and in some districts they have been abandoned after a brief trial, but on the whole the experience under them in this country, and in England, testifies to their great usefulness in preserving peace and harmony.<sup>(c)</sup>

The Commission is of opinion, nevertheless, that some satisfactory method for the adjustment of grievances which may arise from time to time, to the end that strikes and lockouts may be unnecessary, the demand for which as part of an agreement with the United Mine Workers of America is made in the fourth claim, just referred to, should be imposed by its award upon the parties to this submission.

It, accordingly, hereby adjudges and awards: That any difficulty or disagreement arising under this award, either as to its interpretation or application, or in any way growing out of the relations of the employers and employed, which can not be settled or adjusted by consultation between the superintendent or manager of the mine or mines, and the miner or miners directly interested, or is of a scope too large to be so settled and adjusted, shall be referred to a permanent joint committee, to be called a board of conciliation, to consist of six persons, appointed as hereinafter provided. That is to say, if there shall be a division of the whole region into three districts, in each of which there shall exist an organization representing a majority of the mine workers of such district, one of said board of conciliation shall be appointed by each of said organizations, and three other persons shall be appointed by the operators, the operators in each of said districts appointing one person.

The board of conciliation thus constituted, shall take up and consider any question referred to it as aforesaid, hearing both parties to the controversy, and such evidence as may be laid before it by either party; and any award made by a majority of such board of conciliation shall be final and binding on all parties. If, however, the said board is unable to decide any question submitted, or point related thereto, that question or point shall be referred to an umpire, to be appointed, at the request of said board, by one of the circuit judges of the third judicial circuit of the United States, whose decision shall be final and binding in the premises.

The membership of said board shall at all times be kept complete,

<sup>(c)</sup>For English experience see Bulletin of the United States Department of Labor, No. 28, and for documentary evidence before Commission see pages 229 to 239 of this Report.

either the operators' or miners' organizations having the right, at any time when a controversy is not pending, to change their representation thereon.

At all hearings before said board the parties may be represented by such person or persons as they may respectively select.

No suspension of work shall take place, by lockout or strike, pending the adjudication of any matter so taken up for adjustment.

Certain matters outside the precise terms of the formal demands in the statement of claim filed by the mine workers have been brought to the attention of the Commission, which in its opinion, are germane thereto, and an award upon the same is deemed by it necessary to render more effective the awards already made. These matters have, all of them, been urged at the hearings and in the arguments, and have been thoroughly discussed by both sides to the controversy as pertinent to it, and as within the jurisdiction of the Commission, since they relate to the conditions alluded to in the submission.

The following classes of employees are not included within the provisions of the awards already made, to wit: Superintendents, foremen, assistant foremen, and bosses.

#### V.—CHECK WEIGHMEN AND CHECK DOCKING BOSSES.

The employment of check weighmen and check docking bosses, would to a great extent, relieve the difficulties attending the payment for coal on the basis of a 2,240-pound ton instead of by the car, as desired under the third demand. The chief difficulty of the payment for coal by the car, lies in the fact, that by such method the opportunity exists for unfairness on the part of the operators. It is this opportunity which creates irritation and suspicion, and it has been the subject of complaint on the part of the miners for a long time. The Commission has striven most assiduously to discover some means by which the opportunity for mistakes or injustice, can be removed and thus allay irritation and suspicion, but, as stated, when discussing the third demand of the miners, it has felt obliged to leave the methods of payment as they now exist. It does indulge the hope, however, that efforts will be made to secure some improved method of payment by mutual agreement.

The Commission also feels that the employment of check weighmen and check docking bosses will remove, to a large degree, the suspicions of the miners. This suggestion is fortified by much testimony, and by such statistics as are available relative to the percentage of dockage, where coal is paid for by the car, prior to the employment of check docking bosses, and thereafter. The statistics of the experience of three companies which now employ check docking bosses show the following results: Previous to the employment of such check docking bosses the percentage of dockage in the Scranton

Coal Company was, for one colliery, 3.11 (of the carloads of coal sent out by the miners); in another colliery 4.41, and in another 6.46. Subsequent to the employment of such bosses the percentage of dockage fell to 1.77, 2.39, and 3.13, respectively. In four collieries of the Temple Iron Company, the percentage previous to employment of check docking bosses was, in one colliery, 4.94; in another, 7.10; in another, 4.62, and in the fourth, 4.03, as against 2.34, 4.43, 2.08, and 1.29, respectively, after the employment of such bosses. Under the Dolph Coal Company the dockage was 4.95 per cent previous to the employment of a check docking boss, and 3.78 per cent subsequent thereto. These figures show conclusively the satisfactory results to be gained by the employment of check docking bosses. Such employment has materially reduced the amount of dockage charged to the miners for impurities in the coal they send out.

In relation to check weighmen, who are employed where coal is paid for by weight, it is found that there has been some increase in the amount of coal accredited to the miners, as against the amount so accredited before the employment of check weighmen. The testimony shows that where check weighmen are now employed, the miners are credited with a larger amount of coal for which payment is made, than prior to their employment. It may be that the employment of check weighmen and check docking bosses by the miners, influenced them to greater effort to free the coal from impurities.

Of course it should be understood that wherever coal is paid for by weight the company has a weighmaster, who certifies the amount of coal to be paid for, and where coal is paid for by the carload, a docking boss, who certifies the amount to be paid for. The check weighmen and check docking bosses are inspectors, employed by the miners themselves, to watch the weighing and docking of coal in their interest.

The Commission considers the employment of check weighmen and check docking bosses an important matter, and, therefore, adjudges and awards: That whenever requested by a majority of the contract miners of any colliery, check weighmen or check docking bosses, or both, shall be employed. The wages of said check weighmen and check docking bosses shall be fixed, collected, and paid by the miners, in such manner as the said miners shall by a majority vote elect; and when requested by a majority of said miners, the operators shall pay the wages fixed for check weighmen and check docking bosses, out of deductions made proportionately from the earnings of the said miners, on such basis as the majority of said miners shall determine.

#### VI.—DISTRIBUTION OF MINE CARS.

The miners for years have made complaint that the mine cars are not equitably distributed; that favoritism is shown in the distribution, and that from various causes they do not get a sufficient num-

ber of cars to enable them to earn, in some cases, a fair day's pay. The operators contend that mine cars are distributed as fairly as possible. One of the difficulties in this matter lies in the fact, that it is rare that any colliery is supplied with a sufficient number of cars to keep all the miners constantly employed. It is a difficult matter to adjust, but there seems to be no reason why cars should not be distributed uniformly, so far as the equipment of cars will allow.

The Commission, therefore, adjudges and awards: That mine cars shall be distributed among miners, who are at work, as uniformly and as equitably as possible, and that there shall be no concerted effort on the part of the miners or mine workers of any colliery or collieries, to limit the output of the mines or to detract from the quality of the work performed, unless such limitation of output be in conformity to an agreement between an operator or operators, and an organization representing a majority of said miners in his or their employ.

#### VII.—MINE CARS.

A considerable portion of the testimony presented by the miners in the hearings before the Commission, was devoted to variations in the sizes of the mine cars, much complaint being made that the cars had been gradually increased in size, without an equivalent compensation to the miner. It does not seem to the Commission that the latter charge was substantiated, though the fact that several sizes of cars are used in some mines, with the same rate of pay for each, may be considered as a cause for suspicion among the mine workers. It was quite clearly shown that in some cases the miners had somewhat exaggerated ideas of the amount of coal, by weight, the mine cars contained. One witness, who had measured his car and ascertained its cubical contents, expressed the opinion that the car held 4 tons when loaded. It in fact held about 2½ tons. Still, the different sizes of cars which are in use in some collieries cause confusion and misunderstanding, and should be avoided whenever possible.

This condition is somewhat complicated by the different prices paid for the same cars in the same collieries. Take, for example, the Maple Hill colliery of the Philadelphia and Reading Coal and Iron Company. In this case only one size of car is used. It contains, water level, 126 cubic feet, and, with 8 inches of topping, 150 cubic feet. Twelve different rates are paid for this one car, the rates varying from 75 cents to \$1.25. These differentials are, of course, due to the variety of conditions under which the miners work. In the Phoenix colliery of the same company four different cars, varying in size from 74.4 to 94 cubic feet, are each paid for at five different prices, ranging from 70 cents to \$1.05. This makes the rate per ton vary from 30 to 56 cents, or nearly 100 per cent. In the Mount Lookout colliery of the Temple Iron Company, four different sizes of cars are used, varying from

80.56 to 93.61 cubic feet. Two rates are paid for mining, 98 cents and \$1.23 per car, according to the working conditions. The result is eight different rates per ton, varying from 42 to 61 cents.

Anthracite coal varies considerably in specific gravity, and the space occupied by different grades and sizes ranges from 36.5 to 43 cubic feet per long ton. For the purposes of this report the average bulk of a long ton of anthracite coal is assumed to be 40 cubic feet. The table given in the appendix presents a statement of the different sizes of cars used at a number of collieries in the anthracite region, where payment is made by car. It shows the cubical contents to "water level," and also with the usual topping required.<sup>(4)</sup>

These facts make it impossible for the Commission to reach a decision relative to the size of cars, without disturbing to too great an extent existing conditions; but in order to make its award relative to an increase of pay effective, it adjudges and awards: That in all cases where miners are paid by the car, the increase awarded to the contract miners is based upon the cars in use, the topping required, and the rates paid per car which were in force on April 1, 1902. Any increase in the size of car, or in the topping required, shall be accompanied by a proportionate increase in the rate paid per car.

#### VIII.—SLIDING SCALE.

The attention of the Commission during the argument was called to a proposition for the establishment of the sliding scale, as a basis of payment or as an adjunct to any general system of payment adopted. It has many attractive features and is, in its essence, a profit-sharing device. The testimony shows that it was in operation for many years in the Lehigh and Schuylkill regions. As it existed in the latter it seems to have given measurable satisfaction. It appears, however, to have had a confessed defect, in that there was no minimum basis of earnings for the miner.

No sliding scale can be of permanent value, unless there be established a minimum basis of earnings, and a minimum price of the article on which the scale is constructed. The statistics of the prices of coal, f. o. b. New York Harbor, have enabled the Commission to arrive at what seems to be a just basis, so far as price is concerned, while the minimum basis of earnings must necessarily be that established in the award.

The Commission has not thought it wise to adopt an arrangement for a sliding scale as a substitute for an increase in the compensation of mine workers, and has, accordingly, in its preceding awards, provided for such direct increase as in its judgment is fair to both operator and mine worker, for the period of three years. Therefore, in prescribing the following sliding scale, the Commission does not do so with the expectation that it means any immediate addition to the increases

<sup>4</sup>See pages 195, 196.

already provided for in the earnings and wages of mine workers, or that it necessarily means an increase at all, but with the thought that if in the future the price of coal should become what might be called abnormally high, there might be participation by miners and mine workers in the profits derived from such increased price.

The Commission, therefore, adjudges and awards: That the following sliding scale of wages shall become effective April 1, 1903, and shall affect all miners and mine workers included in the awards of the Commission:

The wages fixed in the awards shall be the basis of, and the minimum under, the sliding scale.

For each increase of 5 cents in the average price of white ash coal of sizes above pea coal, sold at or near New York, between Perth Amboy and Edgewater, and reported to the Bureau of Anthracite Coal Statistics, above \$4.50 per ton f. o. b., the employees shall have an increase of 1 per cent in their compensation, which shall continue until a change in the average price of said coal works a reduction or an increase in said additional compensation hereunder; but the rate of compensation shall in no case be less than that fixed in the award. That is, when the price of said coal reaches \$4.55 per ton, the compensation will be increased 1 per cent, to continue until the price falls below \$4.55 per ton, when the 1 per cent increase will cease, or until the price reaches \$4.60 per ton, when an additional 1 per cent will be added, and so on.

These average prices shall be computed monthly, by an accountant or commissioner, named by one of the circuit judges of the third judicial circuit of the United States, and paid by the coal operators, such compensation as the appointing judge may fix, which compensation shall be distributed among the operators in proportion to the tonnage of each mine.

In order that the basis may be laid for the successful working of the sliding scale provided herein, it is also adjudged and awarded: That all coal-operating companies file at once with the United States Commissioner of Labor, a certified statement of the rates of compensation paid in each occupation known in their companies, as they existed April 1, 1902.

#### IX.—DISCRIMINATION, LAWLESSNESS, BOYCOTTING, AND BLACKLISTING.

In the letter of the operators, which forms the basis of the submission of issues to this Commission, the signatory parties state "that they are not discriminating against the United Mine Workers, but they insist that the miners' union shall not discriminate against or refuse to work with nonunion men." The testimony proved that some discrimination, on the part of both operators and union men, was

made, before and after the strike was inaugurated and even, to some extent, after it had been declared off. It is difficult, of course, to determine just how far the employers declined to reemploy miners, simply because they were members of the union, or just how far the miners themselves refused to work with nonunion men. In the above-mentioned letter it is stated that the understanding is that "the miners will return to work and cease all interference with or persecution of any nonunion men who are working or shall hereafter work."

The testimony does not reveal any considerable amount of interference on the part of members of the union with nonunion men, after work had been resumed—that is, after the 23d of October. Nevertheless, it is evident to the Commission that discrimination, whether on the part of the operators or of any of their employees, is a serious menace to the discipline of the mines. There is no industry in which discipline is more essential than in mining. The hazardous nature of the work calls for the best discipline; it is to the interest of the employer and the employee to see that it is maintained. Each should aid the other, not only in establishing the best methods for securing discipline, but in efforts to preserve it. Discrimination and interference weaken all discipline.

Although some reflections on the general subject have been made, no discussion of the conditions prevailing in the anthracite region during the continuance of the late strike, would be adequate, that did not fully deal with the disorder and lawlessness which existed to some extent over the whole region, and throughout the whole period. It is admitted that this disorder and lawlessness was incident to the strike. Its history is stained with a record of riot and bloodshed, culminating in three murders, unprovoked save by the fact that two of the victims were asserting their right to work, and another, as an officer of the law, was performing his duty, in attempting to preserve the peace. Men who chose to be employed, or who remained at work, were assailed and threatened, and they and their families terrorized and intimidated. In several instances the houses of such workmen were dynamited, or otherwise assaulted, and the lives of unoffending women and children put in jeopardy. The armed guards, employed to protect the collieries and the men who worked them, appear not to have been an unnecessary precaution, and the governor of the State was, as the evidence before the Commission shows, justified in calling out the citizen soldiery of the Commonwealth to preserve its peace and vindicate its laws.

The resentment expressed by many persons connected with the strike, at the presence of the armed guards and militia of the State, does not argue well for the peaceable character or purposes of such persons. No peaceable or law-abiding citizen has reason to fear or resent the presence of either.

It is true that exaggerated accounts of the disturbances were pub-

lished, and there was testimony from reputable witnesses, tending to minimize them, and vouching for the good order of the communities in which such witnesses lived; but these were mainly in the localities where the operators made no attempt to work the collieries. It is also true, and justice requires the statement, that the leaders of the organization which began and conducted the strike, and notably its president, condemned all violence, and exhorted their followers to sobriety and moderation. It would seem, however, that the subordinate local organizations and their leaders, were not so amenable to such counsels as to prevent the regrettable occurrences to which reference has been made.

In making this arraignment, we are not unmindful of what appears to be the fact, that the mine workers of the anthracite region are, in the main, well-disposed and good citizens of the Commonwealth of Pennsylvania, and that it is in the power of a minority of the less responsible men and boys, together with the idle and vicious, unless properly restrained, to destroy the peace and good order of any community. Absence of protest and of active resistance on the part of the better element, means encouragement and license to the class above described. It has been declared by some persons, that this state of things is no more than was to be expected in communities where such large numbers of men and boys were idle for so long a time. If this be so, and it is not necessary for our present purpose to traverse the truth of this statement, it affects seriously the responsibility of those leaders of a labor movement who are, in the main, responsible for the inauguration and conduct of a strike.

There can be no doubt that without threats, intimidation, and violence toward those who would otherwise be willing to remain at work, or take the places of those who had ceased to work, the coercion of employers, which a strike always contemplates, would be less potent in compelling acquiescence in its demands. This is the danger point of the whole matter. The law, which governs all citizens of a free country alike, can make no exceptions. The beneficence of labor unions is acknowledged. Their development, as we view it, has been one of real, though of slow and intermittent, progress to the betterment of labor conditions and to improvement in the relations between employer and employed. All combinations of men, however, to achieve a common purpose have potencies for evil. Such combinations are more than mere aggregations of the rights and powers of the individuals composing them. They become new and powerful entities and factors for good or ill, according to the wisdom or unwisdom with which they are managed and controlled. The strike ordered by a trade union, which compasses no more than the enforcement of demands previously made, for the supposed benefit of its members, by the cessation from work in the event that those demands are not com-

plied with, transgresses no law of a free society, and, whether wise or unwise in inception and purpose, is an exercise of no more than the legal rights that belong collectively or individually to its members.

It is true that the stress thus placed upon employers, may constitute a kind of coercion, resulting, in some cases, in an enforced compliance with the demands of the association or union. Such coercion, however, is not illegal and does not come within the condemnation of the law. It is the indirect consequence of the legal exercise of the right to work, or to cease to work, belonging to all men.

But a strike set on foot with the view to the accomplishment of its purpose by intimidation or violence, exercised against those who choose to remain at work violates the law from the beginning. Where, however, the strike itself is separable from the illegal violence and intimidation, which in many cases accompany it, the legal liability for such violence and intimidation rests alone upon the individuals who commit the act, and those who aid, encourage, and abet them. Though no illegality of purpose is imputable to those inaugurating a strike, its existence, if it involve large numbers of men in a single community, tends, of itself, to produce disorder and lawlessness.

As has been said, the idle and vicious, who are in no way connected with the purpose or object of the strike, often unite with the less orderly of the strikers themselves, in creating the deplorable scenes of violence and terror, which have all too often characterized the otherwise laudable efforts of organized labor to improve its conditions. Surely this tendency to disorder and violation of law imposes upon the organization, which begins and conducts a movement of such importance, a grave responsibility. It has, by its voluntary act, created dangers, and should, therefore, be vigilant in averting them. It has, by the concerted action of many aroused passions, which, uncontrolled, threaten the public peace; it, therefore, owes society the duty of exerting its power to check and confine these passions within the bounds of reason and of law. Such organizations should be the powerful coadjutors of government in maintaining the peace and upholding the law. Only so can they deserve and attain the respect due to good citizenship, and only so can they accomplish the beneficent ends, which for the most part they were created to attain.

A labor or other organization, whose purpose can only be accomplished by the violation of law and order of society, has no right to exist.

The right to remain at work where others have ceased to work, or to engage anew in work which others have abandoned, is part of the personal liberty of a citizen, that can never be surrendered, and every infringement thereof merits, and should receive the stern denouncement of the law. All government implies restraint, and it is not less, but more, necessary in self-governed communities, than in others, to

compel restraint of the passions of men which make for disorder and lawlessness. Our language is the language of a free people, and fails to furnish any form of speech by which the right of a citizen to work when he pleases, for whom he pleases, and on what terms he pleases, can be successfully denied. The common sense of our people, as well as the common law, forbids that this right should be assailed with impunity. It is vain to say, that the man who remains at work while others cease to work, or takes the place of one who has abandoned his work, helps to defeat the aspirations of men who seek to obtain better recompense for their labor, and better conditions of life. Approval of the object of a strike, or persuasion that its purpose is high and noble, can not sanction an attempt to destroy the right of others to a different opinion in this respect, or to interfere with their conduct in choosing to work upon what terms and at what time and for whom it may please them so to do.

The right thus to work can not be made to depend upon the approval or disapproval of the personal character and conduct of those who claim to exercise this right. If this were otherwise, then those who remain at work might, if they were in the majority, have both the right and power to prevent others, who choose to cease to work, from so doing.

This all seems too plain for argument. Common sense and common law alike denounce the conduct of those who interfere with this fundamental right of the citizen. The assertion of the right seems trite and commonplace, but that land is blessed where the maxims of liberty are commonplaces.

It also becomes our duty to condemn another less violent, but not less reprehensible, form of attack upon those rights and liberties of the citizen, which the public opinion of civilized countries recognizes and protects. The right and liberty to pursue a lawful calling and to lead a peaceable life, free from molestation or attack, concerns the comfort and happiness of all men, and the denial of them means destruction of one of the greatest, if not the greatest, of the benefits which the social organization confers. What is popularly known as the boycott<sup>a</sup> (a word of evil omen and unhappy origin) is a form of coercion by which a combination of many persons, seek to work their will upon a single person, or upon a few persons, by compelling others to abstain from social or beneficial business intercourse with such person or persons. Carried to the extent sometimes practiced in aid of a strike, and as was in some instances practiced in connection with the late anthracite strike, it is a cruel weapon of aggression, and its use immoral and antisocial.

<sup>a</sup>The following-named States have laws which may fairly be construed as prohibiting boycotting: Alabama, Connecticut, Florida, Georgia, Maine, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, New Hampshire, New York, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Vermont, and Wisconsin.

To say this is not to deny the legal right of any man or set of men, voluntarily to refrain from social intercourse or business relations with any persons whom he or they, with or without good reason, dislike. This may sometimes be unchristian, but it is not illegal. But when it is a concerted purpose of a number of persons not only to abstain themselves from such intercourse, but to render the life of their victim miserable by persuading and intimidating others so to refrain, such purpose is a malicious one, and the concerted attempt to accomplish it is a conspiracy at common law, and merits and should receive the punishment due to such a crime.

Examples of such "secondary boycotts" are not wanting in the record of the case before the Commission. A young schoolmistress, of intelligence, character, and attainments, was so boycotted, and her dismissal from employment compelled for no other reason than that a brother, not living in her immediate family, chose to work contrary to the wishes and will of the striking miners. A lad, about 15 years old, employed in a drug store, was discharged, owing to threats made to his employer by a delegation of the strikers, on behalf of their organization, for the reason that his father had chosen to return to work before the strike was ended. In several instances tradesmen were threatened with a boycott—that is, that all connected with the strikers would withhold from them their custom, and persuade others to do so, if they continued to furnish the necessaries of life to the families of certain workmen, who had come under the ban of the displeasure of the striking organizations. This was carrying the boycott to an extent which was condemned by Mr. Mitchell, president of the United Mine Workers of America, in his testimony before the Commission, and which certainly deserves the reprobation of all thoughtful and law-abiding citizens. Many other instances of boycott are disclosed in the record of this case.

In social disturbances of the kind with which we are dealing, the temptation to resort to this weapon oftentimes becomes strong, but is none the less to be resisted. It is an attempt of many, by concerted action, to work their will upon another who has exercised his legal right to differ with them in opinion and in conduct. It is tyranny, pure and simple, and as such is hateful, no matter whether attempted to be exercised by few or by many, by operators or by workmen, and no society that tolerates or condones it can justly call itself free.

Some weak attempt was made at the hearings to justify the boycotts we have been describing, by confusing them with what might be called, for convenience sake, the primary boycott, which consists merely in the voluntary abstention of one or many persons from social or business relations with one whom they dislike. This indeed might amount to a conspiracy at law, if the ingredient of malicious purpose and con-

certed action to accomplish it were present, but whether this be so or not, the practical distinction between such a boycott and the one we have been reprobating is clear.

It was attempted to defend the boycott, by calling the contest between employers and employees a war between capital and labor, and pursuing the analogies of the word, to justify thereby the cruelty and illegality of conduct on the part of those conducting a strike. The analogy is not apt, and the argument founded upon it is fallacious. There is only one war-making power recognized by our institutions, and that is the Government of the United States, and of the States in subordination thereto, when repelling invasion or suppressing domestic violence. War between citizens is not to be tolerated, and can not, in the proper sense, exist. If attempted, it is unlawful, and is to be put down by the sovereign power of the State and Nation.

The practices, which we are condemning, would be outside the pale of civilized war. In civilized warfare, women and children and the defenseless are safe from attack, and a code of honor controls the parties to such warfare which cries out against the boycott we have in view. Cruel and cowardly are terms not too severe by which to characterize it.

Closely allied to the boycott is the blacklist, by which employers of labor sometimes prevent the employment by others, of men whom they have discharged. In other words, it is a combination among employers not to employ workmen, discharged by any of the members of said combination. This system is as reprehensible and as cruel as the boycott, and should be frowned down by all humane men. Happily there was little evidence of its existence among the operators in the anthracite region, one case only having been distinctly proved, and in that the refusal to employ the tabooed men continued but for a short time. Wherever it is practiced to the extent of being founded upon an agreement or concerted action, it, too, comes within the definition of the crime of conspiracy, and as such should be punished. (a) There is also a civil remedy open to one who suffers from having been blacklisted, in an action against those who are a party to it, to recover damages compensatory of the injury received.

The Commission is fully aware of the difficulties inherent in this subject. It is a psychological matter beyond rules and awards unless the lawmaking power of the community fix a penalty upon boycotting and blacklisting. Even then the various degrees to which the two can be carried elude the enforcement of a statute. The Commission is of opinion, however, that there should be a positive utterance on its part relative to discrimination, interference, boycotting,

<sup>a</sup>The United States and the following-named States have laws which may fairly be construed as prohibiting blacklisting: Georgia, Michigan, New Hampshire, New York, Oklahoma, Oregon, Rhode Island, and South Dakota.

and blacklisting, and this opinion it has put in the form of an award, as follows:

It is adjudged and awarded: That no person shall be refused employment, or in any way discriminated against, on account of membership or nonmembership in any labor organization; and that there shall be no discrimination against, or interference with, any employee who is not a member of any labor organization by members of such organization.

#### X.—DIRECT PAYMENT.

It is the general custom with the companies in the anthracite regions, to pay a miner the total amount of money due him for mining coal, the miner paying his laborer or laborers the amount due them. A contract miner, whose earnings may be practically what he sees fit to make them, within proper limits, engages his own laborer and blows down or cuts the coal, while the laborer loads it into the mine cars, he being paid therefor, on an average, something over one-third of the gross earnings of the miner. At the end of two weeks the money due the miner is handed him in an envelope, with a statement of the amount of coal mined, allowances, etc., and the miner pays his laborer or laborers.

It is contended that on pay day the laborers, at times, meet at a neighboring saloon, and the miners there pay them, the excuse being that they are not able to make change, and so secure the assistance of the saloon keeper. This may or may not be a grievous complaint, but it could be entirely overcome by the operators paying the miners' laborers direct and at the pay office. The Commission, therefore, adjudges and awards: That all contract miners be required to furnish within a reasonable time before each pay day, a statement of the amount of money due from them to their laborers, and such sums shall be deducted from the amount due the contract miner, and paid directly to each laborer by the company. All employees when paid shall be furnished with an itemized statement of account.

#### XI.—LIFE AND CONDITIONS OF THE AWARDS.

The Commission further adjudges and awards: That the awards herein made shall continue in force until March 31, 1906; and that any employee, or group of employees, violating any of the provisions thereof, shall be subject to reasonable discipline by the employer; and, further, that the violation of any provision of these awards, either by employer or employees, shall not invalidate any of the provisions thereof.

## RECAPITULATION OF AWARDS.

I. The Commission adjudges and awards: That an increase of 10 per cent over and above the rates paid in the month of April, 1902, be paid to all contract miners for cutting coal, yardage, and other work for which standard rates or allowances existed at that time, from and after November 1, 1902, and during the life of this award; and also to the legal representatives of such contract miners as may have died since November 1, 1902. The amount of increase under the award due for work done between November 1, 1902, and April 1, 1903, to be paid on or before June 1, 1903.

II. The Commission adjudges and awards: That engineers who are employed in hoisting water shall have an increase of 10 per cent on their earnings between November 1, 1902, and April 1, 1903, to be paid on or before June 1, 1903; and a like allowance shall be paid to the legal representatives of such employees as may have died since November 1, 1902; and from and after April 1, 1903, and during the life of the award, they shall have 8-hour shifts, with the same pay which was effective in April, 1902; and where they are now working 8-hour shifts, the 8-hour shifts shall be continued, and these engineers shall have an increase of 10 per cent on the wages which were effective in the several positions in April, 1902.

Hoisting engineers and other engineers and pumpmen, other than those employed in hoisting water, who are employed in positions which are manned continuously, shall have an increase of 10 per cent on their earnings between November 1, 1902, and April 1, 1903, to be paid on or before June 1, 1903; and a like allowance shall be paid to the legal representatives of such employees as may have died since November 1, 1902; and from and after April 1, 1903, and during the life of the award, they shall have an increase of 5 per cent on the rates of wages which were effective in the several positions in April, 1902; and in addition they shall be relieved from duty on Sundays, without loss of pay, by a man provided by the employer to relieve them during the hours of the day shift.

The Commission adjudges and awards: That firemen shall have an increase of 10 per cent on their earnings between November 1, 1902, and April 1, 1903, to be paid on or before June 1, 1903; and a like allowance shall be paid to the legal representatives of such employees as may have died since November 1, 1902; and from and after April 1, 1903, and during the life of the award, they shall have 8-hour shifts, with the same wages per day, week, or month as were paid in each position in April, 1902.

The Commission adjudges and awards: That all employees or company men, other than those for whom the Commission makes special awards, be paid an increase of 10 per cent on their earnings between

November 1, 1902, and April 1, 1903, to be paid on or before June 1, 1903; and a like allowance shall be paid to the legal representatives of such employees as may have died since November 1, 1902; and that from and after April 1, 1903, and during the life of this award, they shall be paid on the basis of a 9-hour day, receiving therefor the same wages as were paid in April, 1902, for a 10-hour day. Overtime in excess of 9 hours in any day to be paid at a proportional rate per hour.

III. The Commission adjudges and awards: That during the life of this award the present methods of payment for coal mined, shall be adhered to, unless changed by mutual agreement.

IV. The Commission adjudges and awards: That any difficulty or disagreement arising under this award, either as to its interpretation or application, or in any way growing out of the relations of the employers and employed, which can not be settled or adjusted by consultation between the superintendent or manager of the mine or mines, and the miner or miners directly interested, or is of a scope too large to be so settled or adjusted, shall be referred to a permanent joint committee, to be called a board of conciliation, to consist of six persons, appointed as hereinafter provided. That is to say, if there shall be a division of the whole region into three districts, in each of which there shall exist an organization representing a majority of the mine workers of such district, one of said board of conciliation shall be appointed by each of said organizations, and three other persons shall be appointed by the operators, the operators in each of said districts appointing one person.

The board of conciliation thus constituted, shall take up and consider any question referred to it as aforesaid, hearing both parties to the controversy, and such evidence as may be laid before it by either party; and any award made by a majority of such board of conciliation shall be final and binding on all parties. If, however, the said board is unable to decide any question submitted, or point related thereto, that question or point shall be referred to an umpire, to be appointed, at the request of said board, by one of the circuit judges of the third judicial circuit of the United States, whose decision shall be final and binding in the premises.

The membership of said board shall at all times be kept complete, either the operators' or miners' organizations having the right, at any time when a controversy is not pending, to change their representation thereon.

At all hearings before said board the parties may be represented by such person or persons as they may respectively select.

No suspension of work shall take place, by lockout or strike, pending the adjudication of any matter so taken up for adjustment.

V. The Commission adjudges and awards: That whenever requested by a majority of the contract miners of any colliery, check weighmen or check docking bosses, or both, shall be employed. The wages of

said check weighmen and check docking bosses shall be fixed, collected, and paid by the miners in such manner as the said miners shall by a majority vote elect; and when requested by a majority of said miners, the operators shall pay the wages fixed for check weighmen and check docking bosses, out of deductions made proportionately from the earnings of the said miners, on such basis as the majority of said miners shall determine.

VI. The Commission adjudges and awards: That mine cars shall be distributed among miners, who are at work, as uniformly and as equitably as possible, and that there shall be no concerted effort on the part of the miners or mine workers of any colliery or collieries, to limit the output of the mines or to detract from the quality of the work performed, unless such limitation of output be in conformity to an agreement between an operator or operators, and an organization representing a majority of said miners in his or their employ.

VII. The Commission adjudges and awards: That in all cases where miners are paid by the car, the increase awarded to the contract miners is based upon the cars in use, the topping required, and the rates paid per car which were in force on April 1, 1902. Any increase in the size of car, or in the topping required, shall be accompanied by a proportionate increase in the rate paid per car.

VIII. The Commission adjudges and awards: That the following sliding scale of wages shall become effective April 1, 1903, and shall affect all miners and mine workers included in the awards of the Commission:

The wages fixed in the awards shall be the basis of, and the minimum under, the sliding scale.

For each increase of 5 cents in the average price of white-ash coal of sizes above pea coal, sold at or near New York, between Perth Amboy and Edgewater, and reported to the Bureau of Anthracite Coal Statistics, above \$4.50 per ton f. o. b., the employees shall have an increase of 1 per cent in their compensation, which shall continue until a change in the average price of said coal works a reduction or an increase in said additional compensation hereunder; but the rate of compensation shall in no case be less than that fixed in the award. That is, when the price of said coal reaches \$4.55 per ton, the compensation will be increased 1 per cent, to continue until the price falls below \$4.55 per ton, when the 1 per cent increase will cease, or until the price reaches \$4.60 per ton, when an additional 1 per cent will be added, and so on.

These average prices shall be computed monthly, by an accountant or commissioner, named by one of the circuit judges of the third judicial circuit of the United States, and paid by the coal operators, such compensation as the appointing judge may fix, which compensation shall be distributed among the operators in proportion to the tonnage of each mine.

In order that the basis may be laid for the successful working of the sliding scale provided herein, it is also adjudged and awarded: That all coal-operating companies file at once with the United States Commissioner of Labor, a certified statement of the rates of compensation paid in each occupation known in their companies, as they existed April 1, 1902.

IX. The Commission adjudges and awards: That no person shall be refused employment, or in any way discriminated against, on account of membership or nonmembership in any labor organization; and that there shall be no discrimination against, or interference with, any employee who is not a member of any labor organization by members of such organization.

X. The Commission adjudges and awards: That all contract miners be required to furnish within a reasonable time before each pay day, a statement of the amount of money due from them to their laborers, and such sums shall be deducted from the amount due the contract miner, and paid directly to each laborer by the company. All employees when paid shall be furnished with an itemized statement of account.

XI. The Commission adjudges and awards: That the awards herein made shall continue in force until March 31, 1906; and that any employee, or group of employees, violating any of the provisions thereof, shall be subject to reasonable discipline by the employer; and, further, that the violation of any provision of these awards, either by employer or employees, shall not invalidate any of the provisions thereof.

## GENERAL RECOMMENDATIONS.

### ENFORCEMENT OF LAW AND PROTECTION OF PROPERTY.

The Commission thinks that the practice of employing deputies, upon the request and at the expense of employers, instead of throwing the whole responsibility of preserving peace and protecting property upon the county and State officers, is one of doubtful wisdom, and perhaps tends to invite conflicts between such officers and idle men, rather than to avert them. Peace and order should be maintained at any cost, but should be maintained by regularly appointed and responsible officers and deputies, at the expense of the public, and reenforced as strongly as may be necessary by public authorities, rather than by guards hired by corporations or individuals. The fact that deputies are, to all intents and purposes the employees of one of the parties, usually works injury to the cause in which they are engaged—that of preserving peace and protecting property.

The employment of what are known as "coal and iron policemen," by the coal-mining companies, while a necessity as things are, militates against the very purpose for which they are employed. Although

the testimony before the Commission proved that, as a whole, the coal and iron policemen were men of good character, there were a sufficient number of bad characters, taken from cities, to discredit the efforts of the whole body. The employment of this body of police is authorized by law, but they are really the employees of the coal companies, and thus do not secure the respect and obedience to which officers of the law are entitled. Their presence is an irritant, and many of the disturbances in the coal regions during the late strike grew out of their presence. Should this matter be remedied by legislation, so that the laws could be enforced and peace preserved by a regularly constituted constabulary, appointed and paid by the county or State, the Commission believes that much of the disorder which accompanies strikes would be avoided.

#### EMPLOYMENT OF CHILDREN.

Another subject, not a matter of submission, but concerning which much testimony was offered, is that of the employment of children. Boys are employed in the breakers. The attention of the Commission was called to the painful fact that in other industries boys and girls are employed, and work long hours both day and night. While the law prescribes the ages at which boys may be employed in and around the mines, and at which children may be employed in factories or mills, it appears, from the evidence, that the age is not placed sufficiently high. Infancy should be protected against the physical and moral influences of such employment, and there ought to be a more rigid enforcement of the laws which now exist.

#### COMPULSORY INVESTIGATION.

Your letter of October 23, 1902, stated that you had appointed the undersigned "a Commission to inquire into, consider, and pass upon the questions in controversy in connection with the strike in the anthracite region, and the causes out of which the controversy arose," and also enjoined upon us to make the "endeavor to establish the relations between the employers and the wage workers in the anthracite fields on a just and permanent basis, and, as far as possible, to do away with any causes for the recurrence of such difficulties as those which you have been called in to settle."

We believe that the awards we have made, and which are herewith submitted, will accomplish, certainly during their life, the high aims contemplated in your letter. Faithful adherence to the terms of the awards can not fail to accomplish this; but in order to secure the public against long-continued controversy, and to make a coal famine or a famine in any other direction practically impossible, we deem it essen-

tial that there should be some authority to conduct just such investigations as that you called upon us to make.

There are some who have urged the Commission to recommend the adoption of compulsory arbitration, so called, as the means of securing this desired result, but we can not see our way to recommend any such drastic measure. We do not believe that in the United States such a system would meet with general approval or with success. Apart from the apparent lack of constitutional power to enact laws providing for compulsory arbitration, our industries are too vast and too complicated for the practical application of such a system.

We do believe, however, that the State and Federal governments should provide the machinery for what may be called the compulsory investigation of controversies when they arise. The States can do this, whatever the nature of the controversy. The Federal Government can resort to some such measure when difficulties arise by reason of which the transportation of the United States mails, the operations, civil or military, of the Government of the United States, or the free and regular movement of commerce among the several States and with foreign nations, are interrupted or directly affected, or are threatened with being interrupted or affected.

The Federal Government has already recognized the propriety of action under the circumstances just cited, as evidenced in the act creating boards of arbitration or commission for settling controversies and differences between railroad corporations and other common carriers engaged in interstate or territorial transportation of property or persons, and their employees, approved October 1, 1888. Under that act, when such controversies and differences arose, the President was authorized, on the application of either of the contestants, to appoint a commission of three members to investigate the causes surrounding the difficulty. That act was cumbersome in its provisions and was repealed by an act approved June 1, 1898, entitled "An act concerning carriers engaged in interstate commerce and their employees."

The provisions of the act first cited were applied at the time of the Chicago strike, so called, of 1894. There has been no resort to the act of June 1, 1898, which simply provides, so far as the Federal Government is concerned, that the chairman of the Interstate Commerce Commission and the Commissioner of Labor shall, upon the request of either party to a controversy coming under the terms of the act, with all practicable expedition put themselves in communication with the parties to such controversy, and shall use their best efforts, by mediation and conciliation, to settle the same amicably; and that if such effort shall be unsuccessful, they shall at once endeavor to bring about an arbitration of the controversy in accordance with the provisions of the act. The duties of these officials then cease, except where there is no choice of a referee by the parties selected as

arbitrators. Then the commissioners named have power to designate the third arbitrator. Thus the principle of Federal interference, through investigation, has been established by these acts of Congress.

We print in the appendix a paper by Charles Francis Adams, read before the American Civic Federation in New York December 8, 1902, in which he outlined a proposed "act to provide for the investigation of controversies affecting interstate commerce, and for other purposes."<sup>(a)</sup> This proposition is that the President, whenever within any State or States, Territory or Territories of the United States a controversy concerning wages, hours of labor, or conditions of employment shall arise between an employer and the employees or association or combination of employees of an employer, by which the free and regular movement of commerce among the several States and with foreign nations, is in his judgment interrupted or directly affected, or threatened with being so interrupted or directly affected, shall, in his discretion, inquire into the same and investigate the causes thereof, and to this end may appoint a special commission, not exceeding seven in number, of persons in his judgment specially qualified to conduct such an investigation. The proposed act consists of eleven sections, and makes provision for all methods of procedure, rules, etc., requisite for its being carried into effect.

With a few slight modifications such an act would, in the opinion of the Commission, meet just such an emergency as that which arose last summer in the anthracite coal regions, and we submit it to you for your consideration. A similar act might be passed by the States not now having the machinery for the rigid investigation of labor troubles. Some of the State boards of arbitration have the right to make such investigation, but others are limited simply to the consideration of controversies when voluntarily submitted to them by the parties concerned.

These suggestions are reenforced through the consideration of a matter, somewhat without the scope of our inquiries, but which during their progress has pressed itself upon the attention of the Commission, and that is the apparent lack of a sense of responsibility to the public at large, manifested by both operators and mine workers, in allowing the controversy between them to go to such an extent as to entail upon millions of their fellow-citizens the cruel suffering of a fuel famine.

In the opinion of the Commission the questions involved in this controversy were not of such importance as to justify forcing upon the public consequences so fraught with danger to the peace and good order as well as to the well-being and comfort of society. If neither party could have made concessions to avoid a result so serious, an arbitration would have prevented the extremity which was reached. Undoubtedly the proposition that the men who own the property and

carry on the business must control it, is generally true, and its maintenance is necessary to the political and economical welfare of society; but it is also true that where a business is of such magnitude, and its physical conditions are such as to constitute a natural monopoly, it is affected with a public interest that can not be ignored by those who control it.

The Commission trusts that when the time during which its awards are to remain in force shall have elapsed, the relations of operator and employee will have so far improved, as to make impossible such a condition as existed throughout the country in consequence of the strike in the anthracite region. Nevertheless the public has the right, when controversies like that of last year cause it serious loss and suffering, to know all the facts, and so be able to fix the responsibility. In order to do this power must be given the authorized representatives of the people to act for them by conducting a thorough investigation into all the matters involved in the controversy. This, of course, applies only to those cases where great public interests are at stake. It should not apply to petty difficulties or local strikes.

The chief benefit to be derived from the suggestion herein made lies in placing the real facts and the responsibility for such condition authoritatively before the people, that public opinion may crystallize and make its power felt. Could such a commission as that suggested have been brought into existence in June last, we believe that the coal famine might have been averted—certainly the suffering and deprivation might have been greatly mitigated.

All of which is respectfully submitted.

GEO. GRAY.  
 CARROLL D. WRIGHT.  
 JOHN M. WILSON,  
 JOHN L. SPALDING.  
 EDGAR E. CLARK.  
 THOMAS H. WATKINS.  
 EDWARD W. PARKER.

<sup>a</sup>See pages 243 to 251.

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APPENDIX A.

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NAMES OF PARTIES AND COUNSEL AND  
THEIR STATEMENT OF THE CASE.

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## APPENDIX A.

### NAMES OF PARTIES AND COUNSEL AND THEIR STATEMENT OF THE CASE.

#### PARTIES TO THE HEARINGS BEFORE THE COMMISSION.

Striking mine workers.	Jermyn & Co.
Nonunion mine workers.	Lee, Geo. F., & Co.
Delaware and Hudson Company.	Nay-Aug Coal Company.
Delaware, Lackawanna and Western Railroad Company.	Northern Anthracite Coal Company.
Lehigh Valley Coal Company.	North End Coal Company.
Lehigh and Wilkesbarre Coal Company.	Parish Coal Company.
Pennsylvania Coal Company and Hillside Coal and Iron Company.	People's Coal Company.
Philadelphia and Reading Coal and Iron Company.	Pine Hill Coal Company.
Scranton Coal Company and Elk Hill Coal and Iron Company.	Raub Coal Company.
Temple Iron Company.	Richmond, Wm.
Lehigh Coal and Navigation Company.	Rissinger Bros. & Co.
	Riverside Coal Company.
	Robertson & Law.
	Spencer, A. D. & F. M.
	Stevens Coal Company.
	West End Coal Company.
	Wyoming Coal and Land Company.
	Connell, Wm., & Co.
	St. Clair Coal Company.
	Markle, G. B., & Co.
	Dodson, C. M., & Co.
	Pardee, A., & Co.
	Pardee, Calvin, & Co.
	Pardee Bros. & Co.
	Silver Brook Coal Company.
	Upper Lehigh Coal Company.
	Van Wickle, A. S., estate of.
	Wentz, J. S., & Co.

#### INDEPENDENT OPERATORS.

Austin Coal Company.  
Black Diamond Coal Company.  
Buck Run Coal Company.  
Carney & Brown.  
Clear Spring Coal Company.  
Dolph Coal Company.  
East Boston Coal Company.  
Enterprise Coal Company.  
Elliott, McClure & Co.  
Gardner Creek Coal Company.  
Gibbons Coal Company.  
Green Ridge Coal Company.

#### LIST OF COUNSEL.

Bedford, Geo. R., representing G. B. Markle & Co.  
Brownell, George F., representing Pennsylvania Coal Company and Hillside Coal and Iron Company.  
Brumm, C. N., representing striking mine workers.  
Burns, Ira H., representing independent operators.  
Burr, James E., representing Scranton Coal Company and Elk Hill Coal and Iron Company.  
Darrow, Clarence S., representing striking mine workers.

De Forest Bros., representing Lehigh and Wilkesbarre Coal Company.  
 Dickson, Samuel, representing Lehigh Coal and Navigation Company; G. B. Markle & Co.; independent operators.  
 Gowen, Francis I., representing Lehigh Valley Coal Company.  
 Hand, Alfred, representing Scranton Coal Company and Elk Hill Coal and Iron Company.  
 Kearny, J. J., representing striking mine workers.  
 Kerr, John B., representing Scranton Coal Company and Elk Hill Coal and Iron Company.  
 Lenahan, James L., representing striking mine workers.  
 Lenahan, John T., representing nonunion mine workers.  
 Lloyd, Henry D., representing striking mine workers.  
 MacVeagh, Wayne, representing Pennsylvania Coal Company and Hillside Coal and Iron Company.  
 McCarthy, Daniel J., representing striking mine workers.  
 McClintock, Andrew H., representing Lehigh and Wilkesbarre Coal Company.  
 Murphy, John J., representing striking mine workers.  
 Newcomb, H. T., representing Philadelphia and Reading Coal and Iron Company.  
 O'Brien, Joseph, representing nonunion mine workers.  
 Reynolds, H. C., representing independent operators.  
 Ross, Walter W., representing Delaware, Lackawanna and Western Railroad Company.  
 Shea, James H., representing striking mine workers.  
 Shea, John F., representing striking mine workers.  
 Taylor, W. H., representing St. Clair Coal Company.  
 Torrey, James H., representing Delaware and Hudson Company.  
 Warren, Everett, representing Pennsylvania Coal Company; Hillside Coal and Iron Company, and Delaware, Lackawanna and Western Railroad Company.  
 Whalen, J. F., representing Philadelphia and Reading Coal and Iron Company.  
 Willard, Warren & Knapp, representing Temple Iron Company and Lehigh Valley Coal Company.  
 Willcox, David, representing Delaware and Hudson Company.  
 Wilson, J. R., representing Delaware, Lackawanna and Western Railroad Company.  
 Wolverton, S. P., representing Philadelphia and Reading Coal and Iron Company.

**DEMANDS OF UNION MINE WORKERS AND THEIR  
REASONS THEREFOR.**

IN THE MATTER OF THE ARBITRATION BETWEEN THE OPERATORS  
AND MINE WORKERS OF THE ANTHRACITE COAL REGION.

*To the Anthracite Coal Strike Commission:*

The mine workers make of the operators the following demands, which were formulated by the Shamokin convention held March 18 to 24, and for the enforcement of which the strike was inaugurated:

FIRST. An increase of 20 per cent upon the prices paid during the year 1901 to employees performing contract or piece work.

This demand is made on account of the following reasons:

- (1) The present rate of wages is much lower than the rate of wages paid in the bituminous coal fields for substantially similar work.
- (2) The present rate of wages is lower than is paid in other occupations requiring equal skill and training.
- (3) The average annual earnings in the anthracite coal fields are much less than the average annual earnings in the bituminous coal fields for substantially similar work.

(4) The average annual earnings in the anthracite coal fields are much less than the average annual earnings for occupations requiring equal skill and training.

(5) The rate of wages in the anthracite coal fields is insufficient to compensate the mine workers in view of the dangerous character of the occupation, in relation to accidents, the liability to serious and permanent disease, the high death rate and the short trade life incident to this employment.

(6) The annual earnings of the mine workers are insufficient to maintain the American standard of living.

(7) The increased cost of living has made it impossible to maintain a fair standard of life upon the basis of present wages and has not only prevented the mine workers from securing any benefit from increased prosperity, but has made their condition poorer on account of it.

(8) The wages of the anthracite mine workers are so low that their children are prematurely forced into the breakers and mills instead of being supported and educated upon the earnings of their parents.

(9) Wages are below the fair and just earnings of mine workers in this industry.

SECOND. A reduction of 20 per cent in hours of labor without any reduction of earnings for all employees paid by the hour, day or week.

The second demand is similar to the first in that it is designed to increase the hourly rate of wages of mine workers employed by the hour, day or week, and all the reasons applicable to the first demand are asked to be applied to the second without repetition.

In addition thereto we submit the following:

(10) The ten-hour day is detrimental to the health, life, safety and well-being of the mine workers.

(11) Shorter hours improve the physical, mental and moral condition of the workers.

(12) Shorter hours increase the intensity and efficiency of labor.

(13) The tendency of National and State governments, of organized trades and of production generally is toward shorter hours.

(14) A working day of eight hours is sufficiently long for the best interests of the workingmen and of the community.

THIRD. The adoption of a system by which coal shall be weighed and paid for by weight wherever practicable; the minimum rate per ton to be 60 cents for a legal ton of 2,240 pounds; the differentials now existing at the various mines to be maintained.

This demand is made on account of the following reasons:

(1) Measurement by the legal ton wherever practicable is the only honest and just system of measuring the earnings of the mine workers.

(2) When the operators sell or transport coal it is on the basis of a legal ton of 2,240 pounds.

(3) The excessive ton was originally intended to compensate the operator for the weight of the small sizes of coal which were then discarded but which are now utilized and sold and therefore there is no present necessity for the use of any other than the legal ton.

(4) The adoption of this system would remove an incentive, both to the operator and the worker, to cheating and dishonesty, and would allay jealousy among the miners and prevent unjust discrimination and favoritism.

(5) The change of the present system to the one asked for would prove a strong factor in allaying suspicion and discontent amongst the mine workers.

FOURTH. The incorporation in an agreement between the United Mine Workers of America and the anthracite coal companies of the wages which shall be paid and the conditions of employment which shall obtain, together with satisfactory methods for the adjustment of grievances which may arise from time to time, to the end that strikes and lockouts may be unnecessary.

In support of this demand we submit the following reasons:

(1) The anthracite mine workers should not be compelled to make or sign individual agreements but should have the right to form such organization and choose such agents and officers as they desire to act collectively instead of individually whenever they deem that their best interests are subserved thereby.

(2) Agreements between employers and employees through workmen's organizations are the ordinary methods of regulating production and wages in the bituminous coal fields and in other large industries, and are beneficial, successful and in keeping with the spirit of the times.

(3) Unions of workmen tend to better discipline of the men and to the improvement of their physical, moral and mental condition, and to the preservation of friendly relations between employer and employee.

(4) Experience shows that the trade agreement is the only effective method by which it is possible to regulate questions arising between employers and employed in large industries, and that a trade agreement is the only possible way "to establish the relations between employers and the wage workers in the anthracite fields on a just and permanent basis and as far as possible to do away with any causes for the recurrence of such difficulties as those you (the Anthracite Coal Strike Commission) have been called in to settle."

Respectfully submitted.

JOHN MITCHELL,

*Representative of the Anthracite Mine Workers.*

#### DEMANDS OF NONUNION MINE WORKERS AND THEIR REASONS THEREFOR.

*To the Anthracite Coal Strike Commission:*

The nonunion mine workers we represent present to the said Commission the following statement of their demands:

FIRST. For an increase of 20 per cent upon the price paid during the year 1901, to employees performing contract and piece work.

SECOND. For a like increase of 20 per cent upon the prices paid during the year 1901, to employees paid by the hour, day, or week.

This request for increased wages, rather than decrease of hours of labor is earnestly urged because such increase of wages will apply to the class of labor now receiving least pay at the mines, and being, therefore, the class which is especially in need of increase of wages. Instead of desiring a reduction in the hours of employment, we insist upon a right to work as many hours as we choose, and as opportunity affords, so as to better our conditions and increase our earning capacity; and we insist that the operators shall not conduct their mines in such a way as to favor certain workers in certain chambers, and places of labor, to the detriment of others who are willing to work. At the same time, we insist upon the right of any of us to do as much

work as the opportunity in the particular mine affords or offers, even though it may result in less work being done by another employee, who, through indisposition, is not willing to work when the opportunity affords, or by reason of any contract with the mine-workers' union restricting his own class of labor.

THIRD. We demand the adoption at each colliery of whatever methods may be necessary and practicable to secure for the miner a minimum rate of 60 cents per ton of 2,240 pounds upon all coal sold from said colliery, the differentials now existing at the various mines to be maintained.

FOURTH. We protest against the making of any agreement between the United Mine Workers of America and our employers, determining what wages shall be paid to us, and what shall be the conditions of our employment, or pretending to deal in any respect whatever with our rights or interests as mine workers.

FIFTH. We earnestly protest against any agreement being made by our employers with the United Mine Workers of America, for the reason that any agreement, if made, will render it impossible for us to continue to earn our living by our labor in and about the mine in which we are now employed, or to which such agreement applies, and will subject us and our families to all manner of abuse, violence, outrage, and probably murder.

SIXTH. We insist that it shall be an indispensable condition to any dealing whatever with any members of the Mine Workers' Union of America in the anthracite coal fields that they shall be effectually required to desist from all manner of annoyance to us and to our families, and shall permit us to exercise our right to earn our living in any lawful manner we choose, and under any conditions which are mutually satisfactory to our employers and ourselves.

SEVENTH. We protest against any rule, limiting or restricting the number of cars to be furnished to a contractor, miner or laborer for the purpose of loading the same, whether such rule be made either by the operators, the United Mine Workers, or by the mutual agreement of both of them, providing that the furnishing of the increased number of cars to any contractor, miner or laborer does not in any way restrict the number of cars to be furnished others, and we insist that a rule shall be adopted and strictly enforced, compelling drivers in the mine or those having charge of the management and distribution of the mine cars to the miner, contractor, and laborer not to favor any particular miner, contractor, or laborer in such distribution to the detriment and exclusion of other contractors, miners, and laborers.

EIGHTH. We believe it to be an inalienable and undoubted right to work when we can obtain it, and to receive as compensation for it the best price we can obtain. And we further believe that the laws of the land vouchsafe to us protection from insult, outrage, violence, molestation or interference in the performance of our labors, and in order that we shall not be disturbed in the free and full exercise of these rights, we most respectfully urge that the assertion of them be made a part of the finding in this proceeding.

NINTH. In our effort to earn a livelihood for ourselves, our families and those dependent upon us, we have been most outrageously interfered with. Our homes have been assaulted, and the lives of ourselves and those dear to us threatened. On our way to and from work we have been stoned, clubbed, beaten, insulted, jeered at, and the same

course of outrageous treatment has attended us at our places of employment. In order that we might to some extent be protected at our work, our employers have been obliged to have guards constantly with us, and in many instances it became necessary to escort us to and from work to our homes. The sheriffs and their posses have been obliged to issue proclamation after proclamation to preserve the public peace, and it became necessary to increase their deputies and forces to a large number in and about all the collieries in the anthracite mine region, with a view to insuring the public tranquillity. By reason of the destruction of life and property and the gravity of the situation in and about the coal fields, it became necessary for the governor of the Commonwealth of Pennsylvania to order the State troops to the places of violence and disorder.

And this serious and outrageous course of conduct toward us was by no means confined to our homes and places of employment. It followed us everywhere. We have been hung in effigy in public places. The vicious and unlawful boycott has been practiced to such an extent upon us, that merchants dealing in the necessaries of life have been forbidden to furnish us, even with food and clothing. In church where we worship, the service has been interrupted by members of the union because of our presence there. Our names have been published in conspicuous places as being "unfair" and enemies to labor. In very many instances, we have been obliged to stop work on account of fear, and we have been in constant terror. All kinds of crimes, even murder of our comrades and fellow-workmen, have been committed, for no other reason than that we insisted upon our right to work, and against this course of conduct we emphatically protest.

TENTH. We hereby guarantee to abide by the decision of the Commission on all questions decided by them, and agree that whatever conclusion it reaches, the same shall be final and conclusive.

NONUNION MINE WORKERS.

By JOHN T. LENAHAN,  
JOSEPH O'BRIEN,  
*Attorneys.*

**ANSWER OF DELAWARE AND HUDSON COMPANY.**

BEFORE THE ANTHRACITE COAL STRIKE COMMISSION.

The answer of The Delaware and Hudson Company, a corporation chartered under the laws of the State of New York and authorized by statutes of the State of Pennsylvania to carry on business in said State, to the demands of its employees engaged in the various branches of its coal mining business in Pennsylvania, so far as the same are represented before the Commission by John Mitchell.

FIRST. The first demand in said statement is for an increase of 20 per cent upon the prices paid during the year 1901, to employees performing contract or piece work. This respondent denies each and every allegation of fact contained in the reasons set forth in support of said demand.

This respondent at all times wishes and endeavors to pay to all of its employees prices for their services which shall be just and adequate, and believes that it has pursued that course in the past. During the

long period of depression prior to 1900, this respondent did not reduce the same, but continued to make the same rates of payment so that its employees should not be distressed by the prevailing conditions of business and the difficulties incident to marketing its product. In October, 1900, after a strike of considerable duration, this respondent made a general advance of 10 per cent in such prices; the rates so increased have been continued ever since; by notices posted at its collieries in March last the same were continued until April 1, 1903, and thereafter subject to sixty days' notice, and no request for any further increase has ever been presented by this respondent's employees. Those of its employees who perform contract or piece work, as a matter of their own volition work only about six hours a day and take numerous holidays, without the consent or approval of this respondent, and their earnings, by hours of actual work are, therefore, much higher than those in any similar employment. The satisfactory character of the conditions prevailing has been conclusively shown by the facts that, without any effort on the part of this respondent, for many years those seeking employment have thronged to the region and as soon as the recent strike was terminated, those employees of this respondent who had secured other employment, immediately abandoned the same and returned to their work in respondent's service at the present rates of payment.

The work of bituminous coal mining is carried on throughout the country under conditions differing so materially among themselves and also from those of anthracite coal mining, that there is no uniformity in the rate of wages paid in that industry, and neither industry is a proper standard of comparison with the other. The rates paid to the bituminous miners have fluctuated greatly with the prosperity of the industry, while as already said, those paid to this respondent's employees have never been reduced in periods of business depression. Still further, the rates paid to bituminous miners require the coal to be free from all impurities and cover the service of loading the coal into the mine cars, while the anthracite miners hire laborers to do this for them, and the substance which they send out contains a considerable amount of impurities which are subsequently, removed in the breaker. Any comparison attempted to be made between the rates paid in the two industries must, therefore, be based upon the amount paid in each for the entire service of mining the coal and loading it upon cars and upon the amounts paid for clean coal. Moreover, the bituminous miners are for the most part under contracts requiring them to work at least eight hours per day if the operator wishes, while the anthracite miners do not average more than six hours per day and this difference would warrant higher rates in the bituminous industry as it would diminish the fixed charges. Again, anthracite coal requires large expenditure in preparing the same for market, from which bituminous coal is free.

The prices paid by this respondent to its employees for their services are higher than those paid in the same region, or indeed throughout the country generally for similar services in other lines of employment.

SECOND. The second demand is for a reduction of 20 per cent in hours of labor without any reduction of earnings for all employees paid by the hour, day or week. This respondent denies each and every allegation of fact contained in the reasons set forth in support of said

demand, save that it admits that there has recently been much agitation for shorter hours on the part of organized trades.

This demand does not contemplate that the aggregate earnings of each employee covered thereby shall be increased, but merely that he shall work a shorter time for the same amount of money. It, therefore, concedes that the present earnings of this class of labor are sufficient, and, in fact, the labor in question is fully paid in comparison with other labor in the region of a similar character. Inasmuch, therefore, as the present rates are adequate for the service rendered, it does not seem reasonable that such service shall be reduced. This respondent's pumping machinery works all the time, and the best results are obtained from its breakers by running them full time so far as possible. The labor in question is for the most part employed in connection with these parts of the respondent's works and is not severe in its character and past experience has shown that the performance thereof has had no detrimental physical or moral effect. The reduction of hours suggested would add very considerably to the cost of production and to the fixed charges which must be met. Such addition to the cost of production would tend to permanently increase the price of coal. This increase would fall upon the domestic sizes used by the public generally and amounting to about 60 per cent of the entire product because the small sizes compete with bituminous coal and the prices thereof could not be permanently raised.

The real question at issue is whether the wages paid by this respondent to its employees are reasonable and the proper measure is the rate paid by the hour because the length of time worked by the day is not uniform, and owing to the conditions of the industry can not be made so. For the reasons above stated it would be improper and unnecessary to arbitrarily increase the expense of mining as this demand suggests.

**THIRD.** The third demand is for the adoption of a system by which coal shall be weighed and paid for by weight wherever practicable; the minimum rate per ton to be 60 cents for a legal ton of 2,240 pounds; the differentials now existing at the various mines to be maintained.

This demand differs materially from the one heretofore presented to the operators, which was merely that "coal should be weighed and paid for by weight wherever practicable." This respondent denies each and every allegation of fact in the reasons set forth in support of said demand, save that it admits that when it sells or transports coal it is on the basis of a ton of 2,240 pounds. The same is, however, coal after all impurities have been removed from it and the coal has been fully prepared for market, while the substance sent out by the miner from the mine contains a large amount of such impurities which must be removed from it and the coal prepared for market in the breaker. The two matters are, therefore, entirely different.

At present the miners are paid upon the basis of a unit of the mingled coal and slate sent out by the miner, consisting of a mine car, or of a definite weight thereof. If a man is paid a specified amount for a car load or for a specified number of pounds of the substance which he sends from the mine, it has no relevancy to the subject to say that he is not paid by the ton. The parties are at liberty to settle the unit of payment as they see fit and no injustice is done thereby. This demand by its terms admits that the system suggested is not in all cases practicable. Therefore there can be no general rule applicable to all cases.

This respondent has for many years paid its miners for coal mined by weight at many of its mines at rates mutually satisfactory to it and them. The unit upon which payment is made at these mines was fixed after careful experiment and by mutual agreement as the amount necessary to produce a ton of 2,240 pounds of marketable coal after the removal of impurities by passing through the breaker. At other of respondent's mines where this method has not been practicable, payment has been made by the car, the cubical capacity of the car being definitely fixed so as to produce a marketable ton, as nearly as could be calculated; and the rates per car being agreed upon after full discussion between this respondent and its miners, so as to yield the miner a fair and full remuneration for his labor. No complaint has been made to respondent by its employees of any inequality in pay for similar work by reason of this diversity of methods, and there is none in fact. This respondent is, however, at all times ready to take up with its employees at its several collieries any questions which may be raised as to the practicability of extending the weighing system or of equalizing rates in any way. The end to be secured is fair pay for work done which shall be as nearly equal in the varying mines and veins as practicable. The present methods are the result of many years of experiment and mutual conference between respondent and its employees; and are more equitable than would be a new and untried system based on purely theoretical premises. Since it is not demanded that the rates per ton shall be uniform, no gain in equality would be made by fixing a definite weight. There are two factors in the problem of the miners' pay for coal mined, viz.: (a) Quantity or weight, (b) rates of pay. Nothing can be gained in the direction of uniformity of result by fixing absolutely one factor if the other may be indefinitely varied. If the Commission could, in the time at its disposal, satisfactorily determine which, if any, of respondent's collieries can practicably adopt the weighing system, and should advise such adoption, it would then be necessary to fix new rates for all the varying veins in such collieries in such way as to reach the same result already reached in passing upon the first demand.

As this demand seeks to set up a new standard of payment for the miners, it is really a branch of the first demand and the two must be taken together and applied practically to the production of the mines to determine how far they would affect the existing rates paid to the miners. The suggestion of a minimum rate of 60 cents per ton of 2,240 pounds is purely arbitrary, and no reason is assigned for its adoption. It has not the character of a uniform method of payment, because it includes retaining the present differentials. As already said, it therefore raises no question save whether the rates already paid are sufficient; that is to say, the question arising under the first demand. To adopt this suggestion and attach to it the differentials now existing would involve an entire readjustment of the rates as above stated with no practical advantage. The differentials existing in the different mines, and frequently in the different veins of the same mines, have been adopted from time to time by agreement between this respondent and its employees, without reference to any such minimum as is now suggested, and to fix a minimum and preserve the differentials would lead to endless confusion, and be wholly inconsistent with the grounds leading to the establishment of such differentials in the first place.

Inasmuch as this demand lays stress upon the fact that this respondent

sells and ships coal by the ton of 2,240 pounds, it seems proper to again call attention to the fact that this is not the substance sent from the mine, but merchantable coal prepared for sale by the operations of the breaker. If this should be made the unit of payment to the miners, it should, of course, be the same substance—namely, merchantable coal prepared for sale. This might be applied by weighing the merchantable coal after the same had been run through the breaker and the amount payable therefor might be then divided among the miners in proportion to the quantities produced by them respectively. In that case the sum payable for each ton of merchantable coal would necessarily be fixed in connection with the first demand, as it then would be a question entirely what prices should be paid to the miners for their services.

The fourth demand is for the incorporation in an agreement between the United Mine Workers of America, and the anthracite coal companies of the wages which shall be paid and the conditions of employment which shall obtain.

The reasons set forth in support of said demand are mainly expressions of opinion; so far as they contain any allegations of facts, this respondent denies them. No such demand as this was formulated by the Shamokin convention of March, 1902, or has ever been presented to this respondent, and Mr. Mitchell has frequently stated that he did not demand on behalf of the anthracite employees recognition of the United Mine Workers' association. The operators' submission clearly expressed their unwillingness to enter into relations with the United Mine Workers' association, especially because it would sacrifice the rights of nonunion men, and stated as the subject-matter of the submission "all questions at issue between the respective companies and their own employees whether they belong to a union or not." It is, therefore, respectfully submitted that this fourth demand is not within the scope of the present submission. But even if this were not the case, this demand should not be granted for the following reasons:

1. The United Mine Workers of America is an association composed of a large number of miners and laborers, including many minor children each of whom is entitled to half a vote, engaged throughout the country in mining anthracite and bituminous coals, which are competitive products. It has divided the whole country into various districts, each of which is represented by a president and embraces local unions and seeks to induce everyone engaged in the industry to join the organization. The affairs of the association are managed by an executive board having its headquarters at Indianapolis and by conventions called from time to time representing the entire organization. The object and practice of the association are so far as possible to regulate the supply of labor engaged in the occupation of coal mining throughout the country and the terms of employment thereof. It thus consists of one central organization which seeks to control the production of fuel everywhere throughout the country and embraces in its membership a very much larger number of bituminous than anthracite mine workers. Its ultimate object is to control the entire fuel supply of the country. It opposes the introduction of labor-saving machinery; seeks to limit the supply of labor, and reduce all to the standard of the least efficient, and to systematically raise the cost of production. It sets up extravagant demands in order to serve as a

basis of compromise. It habitually enforces its orders and directions by whatever means may be most effectual, including sympathetic strikes, boycotts, picketing and the like, not confined to its own members alone, but in which are compelled to join as far as possible all other persons similarly employed. Its methods have been frequently condemned by the courts, and its response has consisted mainly in criticism of the judiciary. Both the purpose of the association and its method of accomplishing its results are, therefore, of doubtful legality and its tendency is to obstruct the progress and prosperity of the country.

2. The United Mine Workers' association is an unincorporated body with a constantly shifting membership; it declines to become incorporated, and opposes any system of arbitration which shall compel it to any course of action. It is, therefore, incapable of making a contract which has any binding effect upon anybody. So, too, this respondent is a corporation engaged in the management of its own affairs; is not connected with others in the same line of business, and is incapable of making contracts for the performance of services save with its own employees. There would, therefore, be no propriety or legal force in making a contract with an unincorporated association the bulk of the members of which are not engaged in this respondent's business or even residents of the localities where the same is carried on, and would be unable to perform any such contract, even if it imposed any legal obligation upon them. It is, indeed, a complete misnomer to call any such proposed arrangement a contract as it would bind nobody and would be incapable of enforcement.

3. The United Mine Workers' association has shown its inability to control its own members. After the settlement of the strike of October, 1900, upon terms which were accepted by the organization of the mine workers' association, local strikes and disturbances were more frequent than they had ever been before. Moreover, during the strike which has just terminated, notwithstanding public expressions of the officers of the Mine Workers' association in favor of preservation of the peace, there were constant disturbances and acts of violence, which were finally fully recognized by the governor of Pennsylvania, and rendered necessary calling out the entire militia of the State by a proclamation which stated that conditions of tumult and disorder existed which were constantly increasing.

4. Inasmuch as the United Mine Workers' association has frequently expressed its indisposition to work with nonunion men, the effect of a contract such as suggested would be to exclude from employment in the mines all men not belonging to said association and to deny to them the opportunity to labor to which they are entitled. It would also have the effect of turning over the control of this respondent's business to those who are not interested in its efficient prosecution, and would destroy the effective discipline which is indispensable to successful mining operations.

5. This respondent has never discriminated against members of any labor organization and does not desire to do so now. Such organizations have in fact existed in its mines and in its service generally for many years. Its position is that the members of no such organization shall discriminate against or refuse to work with nonunion men; that there shall be no restriction or deterioration in the quantity or quality of work by reason of the existence or action of any such union, and

that the successful prosecution of its business requires that all its employees shall be treated with equal justice, and the management of its property shall remain in the hands of those to whom it is entrusted by law.

All of which is respectfully submitted.

THE DELAWARE AND HUDSON COMPANY,  
By R. M. OLYPHANT, *President*.

DAVID WILLCOX,  
JAMES H. TORREY,  
*Of Counsel*.

**ANSWER OF DELAWARE, LACKAWANNA AND WESTERN  
RAILROAD COMPANY.**

ANTHRACITE STRIKE COMMISSION.

Before the Honorable

GEORGE GRAY,  
*Chairman,*

JOHN M. WILSON,

E. W. PARKER,

E. E. CLARK,

THOS. H. WATKINS,

JOHN J. SPALDING,

CARROLL D. WRIGHT,  
*Recorder.*

} Commissioners.

The answer of the Delaware, Lackawanna and Western Railroad Company to the demands made by John Mitchell, representative of certain of the anthracite mine employees.

I.

The first demand made by the representative of a portion of the employees of this company engaged in mining anthracite coal is that it shall increase the wages of such employees performing contract or piecework in its mines 20 per cent and in reply to this demand and to the several reasons given in support thereof this respondent says:

It is a corporation, duly organized and existing under the laws of the State of Pennsylvania, and is authorized thereby to own and operate coal mines and railroads and to buy and sell coal. This company owns and operates about 25 anthracite collieries in the State of Pennsylvania and employs about 12,000 persons in that branch of its business.

This company has always sought to pay its employees fair and reasonable wages, and that it has done so is demonstrated by the fact that it has always been able to obtain all of the employees it required in the conduct of its business. This statement is subject to one exception, and that is, that during the recent strike it was unable to obtain all the employees it required to conduct its business, but it was not due to the fact that the wages and conditions of employment were not attractive to persons seeking employment from this company, but it was due to the fact that by reason of the lawless methods adopted

by the association known as the United Mine Workers of America, the men desiring to work were prevented from so doing by reason of the many acts of violence performed against such men by the members of said association. This company also states that it is reliably informed that 80 per cent of its employees were opposed to entering upon this strike but were forced to strike by a majority vote of this organization in other fields.

This company denies that the work of its mining employees engaged in mining anthracite coal is similar to that of the bituminous miner, but alleges the fact to be that there is great dissimilarity in the anthracite mines and veins and methods of mining coal therein, and when these conditions are compared with those prevailing in the bituminous mines and veins they will be found to be so widely different that no fair comparison can be made.

It alleges the fact to be also that the conditions prevailing in the various anthracite coal mines and veins are so varied and different that it is necessary, in order to obtain men to mine the coal, to pay them prices to correspond, or prices that will enable a miner working in a thin vein to earn as much as a miner working in a good or thick vein for the same amount of labor performed. This company, therefore, submits that it is impossible to adopt a uniform rate to be paid to the miner for a unit or definite amount of coal mined by him at all mines, and urges that the question of what is a fair wage can be determined only by examining the conditions of mining coal prevailing at each colliery which this company operates. It is necessary to take into consideration the ease or the difficulty attendant upon mining coal from each particular one of its veins in which it is engaged in mining coal. It is, therefore, clear that the first reason given by the representative of the anthracite mine workers in support of his first demand that the wages paid in the bituminous fields for similar work are greater than those paid by this company to its employees in the anthracite mines is vague, indefinite and irrelevant.

This company denies that the present rate of wages paid by it to such employees is lower than that paid in other occupations requiring equal skill and training, and it says if such were the fact its employees would seek and obtain employment elsewhere rather than continue to work for the alleged inadequate compensation paid by such company.

This company is not informed as to the average amount earned per annum by workers in the bituminous coal field, nor as to how such average compares with the average annual earnings of workers in this company's anthracite coal mines, and asks that proof of the truth of this claim be made. It is unfair to attempt to compare the annual earnings of all anthracite employees with the average earnings of all bituminous employees, for the following reasons: (a) There is a larger proportion of young men and boys employed in the anthracite mines than in the bituminous for the purpose of breaking, preparing and cleaning coal; (b) the anthracite miners have not as a rule worked as many hours at mining coal per day as the bituminous miners.

This company denies that the average earnings of its employees engaged in mining coal are much less than the average annual earnings of other occupations requiring equal skill and training, and it asks that the petitioner be required to prove this allegation.

During the recent strike as also during the strike of 1900 many of its mine employees sought and secured employment in bituminous coal

mines, others secured work in other than mining industries, but immediately after these strikes were over practically all these men returned to the employ of this company and none of consequence continued work in their new places. It submits that this would not have resulted had these employees been so inadequately paid as is claimed.

It submits furthermore that during the present period of unequaled prosperity throughout the country, if this company's mine employees had been so grossly underpaid as claimed they would have sought employment elsewhere and in other lines of work requiring similar and equal skill and training. It alleges the fact to be that its mine employees have not done this but have seemed anxious to continue in the employ of this company at the wages and under the conditions obtaining.

It admits that the work of a portion of its employees in the mines is of a hazardous character, rendering them liable to accidents, particularly if discipline is not maintained and they fail to live up to the company's rules, and the anthracite mining laws. It denies, however, that the work of this element of its mine employees is substantially more dangerous in character than that of many of its employees engaged in the transportation service of its railroad, who are paid no higher rates of wages and in some cases less than its mine workers. It denies that the work of the balance of its anthracite mine employees is of a dangerous character or renders them particularly liable to accident.

It denies that any of its mine employees are unduly liable to serious or permanent disease or that the death rate among them due to disease is high, or that incidental to their employment their lives are shortened, and asks for proof of this claim.

It is not informed and has no means of definitely ascertaining what is regarded as the "American standard of living" to the maintenance of which the annual earnings of its mine employees or any of them, are alleged to be insufficient. It asks that this claim be more accurately and definitely set forth.

It alleges however, that judging by the character of homes in which its mine employees live, the large percentage of whom own their own homes, the thrifty appearance of themselves and families as seen on Sundays and holidays when not at work, the infrequent cases where their wages in the hands of the company are held to satisfy legal process, the large aggregate of savings held in savings banks and building and loan associations, the large sums the foreign element of the mine employees monthly remit to their relatives in other countries, the mine workers in its employ are on an average as prosperous, comfortable and contented (or were, prior to the introduction of agitators and mischief-makers among them) as any body of workers in similar employment engaged in the promotion of any industry in this country.

It denies the truth of the allegation that the increased cost of living has made it impossible to maintain a fair standard of living upon the present basis of wages.

It alleges that the increase in the number of days worked by its mine employees in addition to previous increase in their rates of wages has not only fully covered the increase in cost of living but has enabled its frugal and careful employees to save a substantial amount per annum in addition thereto.

It admits that some of its anthracite mine employees force their children to work in the breakers and mills, but denies that this is the

result of the low wages paid them, or that it is due to any but the common causes that influence parents engaged in other pursuits to force their children to work at an early age. As a rule in mining, as in all other industries, this action is largely due to either the incapacity, improvidence or cupidity of the parents. It denies that it employs any persons to work in its breaker or mines except those who are of sufficient age as prescribed by the acts of assembly in Pennsylvania in such cases made and provided.

It denies that the wages paid by it are below the fair and just earnings of mine workers in this industry, and asks that proof of this assertion be made.

## II.

For reply to the demand that a reduction of 20 per cent in hours of labor, without any reduction of earnings, for all employees paid by the hour, day or week, it says that this demand is unreasonable, unfair and unjust, and the reasons given in support of said demand are neither sound nor true. On the contrary, it alleges that it is an axiom that the success of an individual man depends almost entirely upon the concentrating of his efforts on the work in which he is engaged for a reasonable number of hours of the day. The experience of a great many years has demonstrated that it is not unreasonable for man to labor ten hours out of the twenty-four. The farmer, the business and professional man seldom succeed by giving but eight hours of their time to their work; why should the miners be thus restricted in their opportunities of earning and of development.

The contract miner is not paid by the hour, day or week, but is paid for the amount of coal he mines. In order to afford him the opportunity to labor a reasonable number of hours, if he so desires, it is necessary to keep the mining plant in operation, and the men employed in that branch of work must labor a reasonable number of hours. The axiom applies to one or many. No such business employing thousands of men can hope to compete successfully in the markets of the world if its hours of labor are restricted between 7 a. m. and 3 or 3.30 p. m.

It denies that the ten-hour day is detrimental to the health, life, safety and well-being of the mine employees; or that shorter hours necessarily improve the physical, mental and moral condition of the workers; or that shorter hours would increase the intensity and efficiency of this company's mine employees, and asks that this claim be proven.

It admits that the tendency of National and State governments and organized trades is generally towards shorter hours, but alleges that this is almost wholly due to the fact that political influence is exerted to this end in order to satisfy the demands continually made that the Government, State and municipal patronage shall benefit as many people as possible.

This company alleges that the wonderful development of this country and the unequaled prosperity of its people, including the laboring element thereof, has been acquired as a result of the wonderful activity, industry and productiveness of the individual man; that this condition of prosperity has been reached under conditions where a ten-hour day for work has been regarded as a standard working day for men in many walks of life.

Under this condition the physical, mental, moral and financial con-

dition of the laboring man of this country has steadily improved and this respondent believes that the claims made by the advocates of the eight-hour day are not those which really govern their action.

This company alleges that it is now and has for some years operated its collieries to their full capacity and given employment to as many men as it could use to advantage. The reduction of the hours of work from ten to eight would materially restrict the production of anthracite coal to consumers throughout the country, and the increased cost of labor, together with the fixed charges on account of pumping, ventilation, etc., would largely increase the cost of production. This would necessitate a price that would either tend to force the public to use bituminous coal or still further restrict the consumption of anthracite, which would in turn act to the disadvantage of this company and its employees and impose an additional burden or cost on the public in the use of a necessary of civilized life in this zone.

### III.

Answering the demand for the adoption of a system by which coal shall be weighed, and paid for by weight wherever practicable, the minimum rate per ton to be 60 cents for the legal ton of 2,240 pounds, the differential as now existing at the various mines to be maintained and the reasons set forth in paragraphs 1 to 5 inclusive for such demand:

(1) It denies that measurement by the legal ton is the only honest and just system of measuring the earnings of its mine employees and asks for proof of this assertion.

(2) It admits that when it sells or transports coal it does so on the basis of a ton of 2,240 pounds.

(3) As this company pays its miners for the labor performed in mining its coal by the car and in pitching veins by the yard the alleged injustice account of "excessive ton" does not apply.

(4) It denies that the adoption of a system whereby coal shall be weighed would remove any incentive to cheating and dishonesty or that the same would allay alleged jealousy among miners, and further said company has no knowledge of any unjust discrimination or favoritism and demands proof of this allegation.

It is inferred that this is intended to apply to the practice of docking or disciplining mine employees for loading rock, slate, etc., in the cars contrary to their contract obligations. The weighing of coal would in no way prevent actions of this character. A careless or dishonest employee would in no way be reformed by such a change.

(5) It denies that the change from the present system to the one requested would prove a strong factor in allaying alleged suspicion and discontent among mine workers and asks for proof of this assertion.

The demand calling for the adoption of a system whereby coal shall be weighed, and prescribing the minimum rate of 60 cents per ton of 2,240 pounds with a continuation of the differentials as they now exist is out of all reason and its effect so far as this company is concerned is a demand for an additional increase in the wages now paid miners of from 5 to 40 per cent, besides the increase of 20 per cent set forth in petitioners' demand numbered first.

To change the present method of compensation from a car basis to a ton basis, would cost this company an enormous sum to alter its break-

ers, and in equipment, maintenance, and operation of scales, whereas if adjusted on an equitable basis, no one would be benefited thereby and none of the contentions would be obviated.

The method adopted by this company of paying its employees for the coal mined by car is fair to both the company and its employees. The car prices and corresponding differentials in the different mines and veins on account of the ever-varying conditions met with in relation to impurities which the miner has to contend with, such as yard-ages and allowances, have been adjusted from time to time to meet the changes and conditions. To change this method so as not to work an injustice to either miner or employer, it would be necessary to use the present prices paid for the different sizes of cars as bases or units. If this is done it is immaterial whether the miner is paid by the shovel full, cubical foot, car, 2,000-pound ton, 2,240 or 2,800 pound ton, so long as the price is adjusted in accordance with the basis of labor performed.

The present rate of pay, and the rate on which contracts have been accepted, in the majority of this company's mines, have been on car basis. This basis has been established after years of experience, and it can be shown by earnings to be fair to all concerned. A change in the basis of measurement without adjusting the prices to correspond would be eminently unfair to all.

### IV.

With reference to incorporating in an agreement between the United Mine Workers of America and this company the wages that shall be paid and the conditions of employment which shall obtain, together with satisfactory methods for the adjustment of grievances which may arise from time to time it says:

It objects to this being made one of the issues which shall be submitted to your honorable Commission for determination or recommendation.

By the express terms of the proposition under which it consented to refer to the decision of this Commission the "questions at issue between" itself and its "own employees whether they belong to a union or not," it reserved and exempted from the submission the question of making such an agreement and in equally express terms stated that the findings of the Commission should govern the conditions of employment between it and its own employees for the term named. And furthermore it maintains that it has never in any manner given its consent to joining with other companies or individuals in making an agreement with the "United Mine Workers of America" on the questions of wages, conditions of employment or other matters, and it is now and always has been unwilling to have the question of the propriety or necessity of making such an agreement submitted for investigation or adjudication by your honorable Commission.

This company unequivocally asserts that it will under no condition recognize or enter into any agreement with the association known as the United Mine Workers of America or any branch thereof. Nor will it permit said association or its officers to dictate the terms and conditions under which it shall conduct its business. It charges that said association has been declared by the Federal courts to be unlawful, and that it is opposed to the vital principles of our Government.

It is seeking to obtain an enforced enrollment on its membership list of all persons employed in or about coal mines in the United States. If it succeeds, it will have the power at any time, to paralyze the industries of our nation, and bring untold suffering upon our people. Its principles oppress the industrious and ambitious laborer down to the standard of the sluggard. It has not in the past, and there is no reason to believe that it will in the future, hesitate to sacrifice life, liberty and property, to gain its vicious and temporary end. It denies the right of man to sell his labor in a free market.

Respectfully submitted.

THE DELAWARE, LACKAWANNA AND WESTERN RAILROAD CO.  
W. H. TRUESDALE, *President.*

WALTER W. ROSS,  
*Of Counsel.*

#### ANSWER OF PENNSYLVANIA COAL COMPANY

BEFORE THE ANTHRACITE COAL STRIKE COMMISSION.

Answer of the Pennsylvania Coal Company to the statement of demands of that portion of its employees who are represented before the Commission by Mr. John Mitchell.

FIRST. Answering the first demand for an increase of 20 per cent upon the prices paid during the year 1901 to employees performing contract or piece work, and the reasons set forth in said statement in support of such demand:

1. It denies that its present rate of wages is lower, or that the average earnings of its employees are less than the rate of wages paid to, and the average annual earnings of, employees in the bituminous coal fields for substantially similar work. There is a great dissimilarity between anthracite and bituminous mining, and the conditions and character of the work in any one part of the anthracite field differ so materially from those of work in other portions of the anthracite field and in the bituminous field that there is, and can be, no uniformity in the rate of wages paid for contract or piece work, and the wages paid in one field can not be taken as a standard in fixing a wage scale in any part of the other.

2. It denies that its present rate of wages is lower, or that the average annual earnings of its employees are less than the rate of wages paid to, and the average annual earnings of, employees in other occupations requiring equal skill and training.

3. It denies that the rate of wages paid to its employees is insufficient to compensate the mine workers in view of the character of the occupation and conditions, or that the conditions of labor in its mines are such as to expose its employees to extraordinary hazards or liability to permanent disease, or to unusually early death, as compared with many other employments requiring equal skill and training, and in which lower rates of wages prevail. A large proportion of the accidents in the mines are due to the carelessness of the men, and not to the character of the employment, as is shown by the annual reports of the mine inspectors of the several anthracite districts made to the Pennsylvania bureau of mines.

4. It denies that the annual earnings of its mine workers are insufficient to maintain the American standard of living. In so far as a satisfactory American standard is not maintained, the failure to do so is due to a voluntary limitation established by the men themselves. Large numbers of its employees are not American citizens, and many have no knowledge of or desire to conform themselves to American standards of living. The wages paid by this company are sufficient to enable its employees, if they so desire, to maintain a standard of living fully equal to that adopted by other wage-workers in employments requiring equal skill and training.

5. It denies that the increased cost of living has made it impossible for its employees to maintain a fair standard of life upon the basis of present wages, or that the mine workers have been prevented thereby from securing benefits from increased prosperity. While this company fixes the contract rate per unit of weight, the daily and annual earnings are the product of this rate multiplied by the term of work performed by the miner. The latter factor is not within the control of this company but is restricted by the refusal of the miner to work more than six hours per day when in the mines, or to work at all on many of the days when opportunity is afforded. Every miner can increase his annual earnings by working more steadily. In spite of this self-limitation of earnings, the community made up of the mine employees of this company were, until the intervention of the United Mine Workers' organization and the inauguration of the recent strike, as prosperous as industrial communities of like size throughout the United States, and with those disturbing causes removed will become so again. This is evidenced by the large and growing individual deposits in the savings banks, State and national banks in such communities, the investments in homes and building associations, the self-supporting churches and the standards of living maintained in those communities.

6. It denies that the wages of its anthracite wage-earners are so low that their children are prematurely forced into the breakers and mills instead of being supported and educated upon the earnings of their parents. The employment of persons under the age of 21 is regulated by the laws of Pennsylvania, and no person is employed by this company who is under the statutory age. The State of Pennsylvania has annually expended large sums of money for the education of children, and for the furnishing of free text-books, and has enacted laws for compulsory attendance at its schools. This company has paid large amounts by way of taxation for these purposes. Such of its employees as are industrious, thrifty and economical always have been able to comfortably maintain and educate their children. Where the children of its employees are set at work by their parents at an age when, although beyond the compulsory school age they should be attending school, it is usually due to the desire of the parents, and not to the conditions of their employment.

7. It denies that the wages of its employees are below the fair and just earnings of mine workers in this industry.

During the long period of depression prior to 1900 it did not reduce the rate of wages which had been adopted many years before when the average selling price of coal was greater than at the present time, but continued the same rates in order that its employees should not be distressed by the depressed conditions then prevailing. In October,

1900, it advanced the wages of all its contract employees to an amount which averaged from 10 to 14 per cent upon the rates previously paid. These increased rates have been continued ever since, and by notices posted at its collieries March, 1902, were continued until April 1, 1903, and thereafter subject to sixty days' notice.

It believes that its employees were satisfied and content with the rates of wages so paid, and that the strike inaugurated in May last was contrary to the wishes and desires of a large majority of its employees who would have preferred to continue in their employment at the wages which they were then, and are now, receiving, but were forced into the strike by the votes of other mine workers in no way connected with this company.

The wages paid to its employees are reasonable, just and adequate, and are much higher per hour of actual work than are paid in other employments requiring similar skill and training, and if they would avail themselves of the opportunity afforded and work as many days as is customary in other industries instead of suspending work during a considerable portion of the year, their annual earnings and prosperity would relatively increase.

It is because the wages paid by it are reasonable and adequate and higher than the wages paid in the bituminous coal fields, or in other occupations requiring equal skill and training for substantially similar work, and enable its employees to maintain a standard of living satisfactory to them, that an excess of labor has for many years been attracted to the anthracite coal fields and to the mines of this company; that its employees have grown gray in its service, and seldom, if ever, have voluntarily left it to seek employment in the bituminous coal fields, or in other occupations, and that at the termination of the recent strike practically all of its employees, who during the strike had found employment in the bituminous coal fields and elsewhere, immediately abandoned the same, returned to the anthracite coal fields, and sought their former employment, preferring to work in the anthracite mines.

SECOND. Answering the second demand for a reduction of 20 per cent in the hours of labor without reduction of earnings, for employees paid by the hour, day or week, and the reasons set forth in said statement in support of such demand:

1. To the first nine reasons assigned, which are identical with the reasons given in support of the first demand in said statement, it makes the same answers given in reply to the first demand as hereinbefore set forth.

2. It denies that under the conditions prevailing in the anthracite coal industry the ten-hour day is detrimental to the health, life, safety or well-being of its mine workers. The labor of those employed by the hour, day or week—which does not include cutting of coal and other contract or piece work—for the most part is not severe in its character, and the experience of many years has demonstrated that a nominal ten-hours' day is not detrimental to the health, life, safety or well-being of such employees so engaged.

3. It denies that shorter hours than now obtain would materially improve the physical, mental and moral condition of such employees. They are idle from various causes so many days in the month, and there are so many days when they do not work the full ten hours, that their work on the days when they do work ten hours can not be detri-

mental to their health, life, safety or well-being. Their work on the work days throughout the year does not average more than eight hours per day.

4. It denies that under the conditions in the anthracite coal industry any reduction under ten hours would increase the intensity and efficiency of labor. This is a matter which depends upon the personal qualities and characteristics of the worker, and this company believes that the cases in which greater intensity and efficiency have been secured by a reduction of hours were usually those in which work has been done by piecework instead of by the hour or day, or where some other similar stimulant to energy and efficiency has been provided by penalty or bonus.

5. The length of time worked per day is not uniform and can not be made so owing to the varying conditions of the industry. The true measurement of the pay of employees is by the hour, even when they are nominally employed by the day, and it would be unjust and unfair to this company in the present state of the anthracite coal business to increase its expenses 20 per cent, or any other per cent, by reduction to that extent of the hours of labor of its employees, without a corresponding reduction of the present rate of wages, which is based upon a ten-hour day.

THIRD. Answering the third demand for the adoption of a system by which coal shall be weighed and paid for by weight wherever practicable, and the reasons set forth in said statement in support of such demand: It alleges that while it is not practicable to do so in all parts of the anthracite field, it already has a system by which the coal is weighed, and its miners are now fully compensated for every ton of 2,240 pounds of merchantable coal produced. For much of this coal it receives less on board cars at the breaker than it pays the miner, in addition to which it pays for day labor, dead work, material, general expenses and interest on its investment. There never has been any disagreement between this company and its employees over its system of weighing coal.

Measurement directly by the legal ton is not practicable at the mines of this company on account of the nature of the product, its preparation for market and the mixture of rock, slate and bone. It denies that the miners' ton in excess of 2,240 pounds was originally intended to compensate the operator for the small sizes of coal then discarded. It was intended to cover the waste material of any and every character whether rock, slate or bone. These waste products still exist and are unmarketable. There is the same necessity to-day that there always has been for the use of the miners' ton as a basis of compensation.

Under the system in vogue at the collieries of this company there is no incentive to defraud the miner. He is paid for the quantity mined in accordance with his contract, and the weight is checked at his option by a weighmaster selected by him.

FOURTH. Answering the fourth demand, for the incorporation in an agreement between the United Mine Workers of America and the anthracite coal companies, of the wages which shall be paid and the conditions of employment which shall obtain, and the reasons set forth in said statement in support of such demand:

It submits that this demand is not within the scope of the questions referred to this Commission for decision. The question at issue between the several companies and their employees, referred to the

Commission for decision, relate to wages and mining conditions and methods, and not to what the companies' relations to the United Mine Workers of America should or might be. That is not a question at issue between this company and its employees. While it is alleged in the statement that this demand is one of those "formulated by the Shamokin convention and for the enforcement of which the strike was inaugurated," yet Mr. Mitchell has repeatedly declared that it was not one of the demands of the employees represented by him or one of the demands for the enforcement of which the strike was inaugurated. It was not included in the specific statement of the demands of the employees given in writing by Mr. Mitchell to the Commissioner of Labor in June, last, and its consideration was distinctly and unequivocally excluded by the terms of the communication to the public by the chairman of this company and other coal operators on October 13, 1902, which was the basis of the appointment of this Commission and defined the subjects submitted for its decision. In that communication it was stated that a large number of their employees are not members of the United Mine Workers of America, and that the companies had declined to deal with that association; that the issues involved before this Commission, so far as this company is concerned, are limited to those between it and its employees without reference to their membership, or nonmembership in the United Mine Workers of America, or any other labor organization; that they were not willing to enter into any arrangement which would not secure to all their employees, union or nonunion, the right and opportunity to work in safety, free from interference, and without personal insult or bodily harm to them or their families. Partly to insure the protection of every employee in his right to work, it was expressly provided that "the findings of this Commission \* \* \* shall govern the conditions of employment between the respective companies and their own employees," and it is respectfully submitted that there is neither authority nor occasion for requiring an agreement with the United Mine Workers incorporating such findings of the Commission.

2. Further answering said fourth demand and the reasons set forth in the said statement in its support, it denies that the United Mine Workers association as now organized and conducted tends to better discipline of the men in the anthracite field or to improvement in their physical, moral and mental condition, or to the preservation of friendly relations between employer and employee. This company has never opposed trade unionism or organized labor, nor has it discriminated against its employees on account of membership or nonmembership therein; but it has insisted upon its right to employ any competent person whether union or nonunion, and upon the right of every such employee to work free from interference. The United Mine Workers have denied that right, have declared it compulsory on the part of all employees in the anthracite industry to become members of their association, have refused to work with non-union men and have undertaken to prevent them from working, and to enforce such demands by ordering strikes of the employees of the companies employing nonunion men.

3. The United Mine Workers is primarily an organization of bituminous coal workers. Until its advent in the anthracite field in 1899, peace and contentment had reigned for a quarter of a century in the mines of this company. Unrest, agitation, turmoil and financial loss

have followed its appearance. In 1900, with a membership of less than 6,000, or about 5 per cent of the anthracite mine workers, it brought about a long and disastrous strike. A large advance in wages was granted upon the understanding that the controversy was satisfactorily ended, but notwithstanding, the agitation was continued, and efforts were made to restrict the individual exertions of employees and limit the amount of their work. A depreciation in the quantity and deterioration in the quality of work followed, amounting to about 12 per cent of the average output per man per day. During the past two years the members of the association brought about more strikes and interruptions of work than had occurred during the previous twenty-five years. In six months there were more than 100 interruptions of work occasioned by unwarranted demands and agitation, resulting in great loss of wages, and in a loss of over 600,000 tons of production. When the recent strike was declared a reign of terror was inaugurated, which the United Mine Workers either could not or would not prevent, and which steadily grew worse throughout the anthracite field until the governor of Pennsylvania was obliged to issue a proclamation that tumults, riots and disorder prevailed and mob law reigned, and to call out the entire National Guard of Pennsylvania to protect the men who desired to work and their families and to preserve the public peace.

4. The United Mine Workers' association embraces within its field of operation both the anthracite and bituminous coal fields, and an overwhelming majority of its members are employed in the mining of bituminous coal which is in active, keen and increasing competition with anthracite coal. Twenty years ago 40 per cent of the total coal output of the United States was anthracite. Since then it has been gradually reduced to 24 per cent owing to the competition of the bituminous product, which now threatens the anthracite market more than ever before. Since 1880 the bituminous production has increased more than 425 per cent while the production of anthracite has increased only about 135 per cent. Forty per cent of anthracite coal is sold at about the cost of mining because it must be sold in competition with bituminous coal or not at all. Every advance in the cost of production of anthracite coal tends to benefit its competitors in the bituminous field. A large portion of the employees in the anthracite field are not members of the United Mine Workers. The relations and community of interest that usually exist between employer and employees do not exist between the anthracite producers and United Mine Workers, but the interests of the latter are closely related to the interests of the bituminous producers.

The fourth demand is in effect that an association controlled by the employees of a rival and competitive industry be allowed to regulate the wages and conditions of employment in the anthracite field affecting large numbers of employees not members of that association.

5. The United Mine Workers' association is unincorporated and therefore legally irresponsible and there is no legal method of enforcing any contract its officers might make. It is not a trade union composed of workers in a given trade, but is an organization composed of employees in different competing industries, anthracite and bituminous mining, and in the anthracite fields alone comprising employees engaged in upwards of thirty different trades and occupation, such as miners, carpenters, engineers, slate-pickers, blacksmiths, drivers, firemen, masons

and stablemen, whose interests are not in common except that they are all employed in the coal field. About 20 per cent of the 150,000 employees are boys and youths 14 to 21 years of age and they are of over twenty different nationalities, speaking over a dozen different languages and dialects. The employees in the anthracite field nearly equal in number the wage-earners in a city of half a million inhabitants, and the demand that the wages and conditions of employment of all these anthracite employees be governed by agreement entered into with the officers of this association is about as unreasonable as would be a demand that all similar dealings with the wage-earners of a great city should be conducted only through the medium of a set of officers controlled and chosen chiefly by the inhabitants of a rival city.

PENNSYLVANIA COAL COMPANY,  
By E. B. THOMAS,  
*Chairman of the Board.*

#### ANSWER OF HILLSIDE COAL AND IRON COMPANY.

The answer of the Hillside Coal and Iron Company is practically the same as that of the Pennsylvania Company, and therefore is not printed.

#### ANSWER OF SCRANTON COAL COMPANY AND ELK HILL COAL AND IRON COMPANY.

BEFORE THE ANTHRACITE COAL STRIKE COMMISSION.

*To the Anthracite Coal Strike Commission:*

The Scranton Coal Company and the Elk Hill Coal and Iron Company, in reply to the demands set forth in the statement submitted to the Commission by Mr. John Mitchell, claiming to be "Representative of the anthracite mine workers," respectfully state:

That the companies named own and operate ten collieries and three washeries for the mining and preparation of anthracite coal, all situated in the county of Lackawanna, and when in full operation employ about 5,000 men and boys, many of whom Mr. Mitchell has no authority to represent before the Commission.

Further replying in detail to the demands contained in said statement,

We deny that employees of the companies performing contract or piecework are entitled to an advance of 20 per cent or any other amount over the prices paid for their work in 1901.

We aver that from the best information obtainable, the present rate of wages paid to employees performing contract or piecework in the anthracite field is not lower than the average rate of wages paid in the bituminous coal fields for substantially similar work, nor lower than wages paid in other occupations requiring equal skill and training; that the average annual earnings are not less than the average annual earnings in the bituminous fields for substantially similar work, nor less than the average annual earnings of workers in occupations requiring equal skill and training. But, we aver, that if it should appear that the average annual earnings of the anthracite employees performing contract or piecework are less than the annual average earnings of workers in the bituminous field, or in any occupation requiring equal

skill and training, the fact is due to the conduct of the contract or pieceworkers themselves, because they (except on days when work may be interrupted by accidents in the mines, breakage of machinery, shortage of cars for shipment of coal, or other causes beyond the control of the companies), themselves regulate their hours of labor; and that whereas, by remaining at work for a reasonable number of hours they could largely increase their earnings, they leave their work in from three to five hours, notwithstanding that their employers desire them to remain for a longer period and thus not only increase their own earnings, as before stated, but those of all the employees in and about the colliery, because the number of hours' work in the breakers and of all men and boys paid by the day or hour, and the earnings of the miners' laborers are entirely dependent upon and controlled by the amount of coal sent up from the mine by the contract or pieceworkers; and we assert that the miners, who are the contract and pieceworkers, deliberately fix their own hours of labor and the amount of their earnings without any regard for the interests or wishes of their employers, and in total disregard of the earnings and welfare of every other class of employees.

We further aver that the existing rate of wages paid the mine workers is sufficient compensation in view of the character of their occupation; that the proportion of accidents to the numbers employed is not greater than in many occupations requiring like skill and training; that there is no greater liability to serious and permanent disease, nor a higher death rate nor a shorter trade life incident to the occupation of mine workers, than is found in many other employments, and we assert that the fact is that there is no class of workers healthier, stronger and longer lived than the mine workers in the anthracite field.

While we are unable to say what is "the American standard of living," we assert that an inspection of the places and manner of living of the anthracite workers and the appearance of the men and boys employed, and of the families of the workers, with their schools and facilities for education provided for the children, demonstrate that, as a class, the mine workers and their families are as well housed, clothed, fed and educated as any other similar class in the country, due regard being had to their ordinary habits of life and ways and ideas of living; and that those who are sober, industrious and thrifty, willing to attend to their duties when work is open to them, can accumulate means as readily as men engaged in any other industry.

In October, 1900, a general advance of 10 per cent was made in the wages of all employees in the anthracite region, and this advance alone has much more than covered any increased cost of living that may have latterly been met, but in addition to that advance, work has been much more steady and abundant for those who would avail themselves of the opportunity to work; yet the miners have not, and apparently will not, reap the benefit of that opportunity, but, on the contrary, since the advance of 10 per cent in 1900 the contract and pieceworkers have produced less coal per man than theretofore, apparently contenting themselves with about the same amount of income they had before the advance was made.

The laws of Pennsylvania prescribe that no minor under the age of 14 shall be employed inside of any mine, and none under 12 years of age outside the mine; and that before employment the fact that the

minor is above that age must be attested by the parents or guardian or by other satisfactory proof. The children of the anthracite mine workers enjoy as good educational advantages as children of any other class in any other community, and if they are forced to work before attaining the age mentioned, they do so in defiance of the law and through fraud on the part of the parents or others entitled to act for them.

Wages on the present scale are not below the fair and just earnings of mine workers in the anthracite industry, but, on the contrary, are a fair and just return for the amount and character of the work performed.

A reduction of 20 per cent in the hours of labor, without any reduction in the earnings for all employees, paid by the hour, day or week, would result in an increase of cost of such labor to the employer of 25 per cent, which, if granted, must inevitably fall upon the public in an increased price of coal. All such labor is now paid its full value, and nothing in the conditions justifies any such increase, for the same reasons that apply to the other employees, as above stated.

We deny that the ten-hour day is detrimental to the health, life or safety and well-being of the mine workers, or that shorter hours improve the physical, mental or moral condition of the workers, or that shorter hours increase the intensity and efficiency of labor, or that a working day of eight hours is sufficiently long for the best interests of the workman and of the community.

We aver that, outside of engineers, firemen, pump runners, and some classes of foremen, the employees rarely work ten hours out of twenty-four.

As has been before stated, the miners do not work an average of four to five hours when they go in the mine, but the time of the run of the breaker, and of all the work other than that of miners, is governed by the amount of coal cut by the miners. The system long ago established, and now prevailing, of taking the number of hours worked by all employees (except those working on monthly salaries, and the miners and their laborers, paid by contract or piecework) during a month, dividing the aggregate number of hours by ten, and thus arriving at what is called the number of days worked per month, is misleading, because it indicates a fewer number of days and a longer period of labor during each day than the men and boys have actually been at work, and inspection of the pay rolls will prove this at a glance.

We aver that, it is impossible to adopt any system by which the exact amount of coal contained in a mine car, as it comes from the mine, can be determined.

When the mine is feeding the breaker with cars, the hoist averages generally from one to two cars a minute. There is no time and no place to take out, sort and weigh the contents of a car. While it is true that in former years the very small sizes that are now merchantable were thrown on the dump, it is the fact that during that time much more lump coal was produced and sold than at present, from which there was little breakage or waste; whereas now that the demand for lump coal has very greatly decreased and the coal has to be broken down to the sizes demanded by the market and consumers, there is a considerable loss to the operator in the unavoidable making of small sizes in the process of breaking down and cleaning. The small sizes

referred to, moreover, command but a comparatively small price in the market, are sold entirely for steam purposes in competition with bituminous coal, and net the companies but a trifling sum, so that if such small sizes should be included as demanded, it would be necessary, in justice to the employers, to reduce the price paid the miner per car or ton.

The difference between the "miner's ton," as it is known at the mines, and the market ton of 2,240 pounds, is intended to offset the impurities that are found in the mine car, and the loss by breakage in preparation, and this difference varies in amount at different mines, according to the condition existing in each.

As under the contract or piecework system, the miner employs and controls his own laborer, who loads the cars in the mine, the miner usually only drilling holes, firing blasts and taking care of his chamber, the remedy for any complaint in this regard is in the hands of the miner, who, if he will stay in the mine a reasonable time and superintend the loading of the cars and see that rock, slate and other waste is not thrown in, would himself remove any cause there may be for complaint from either the employers or the miner.

In reply to the fourth demand presented, we assert that this Commission has no right or power to consider any proposition looking to an agreement with or recognition of the United Mine Workers of America, for the reason that the letter of the companies submitted to the President of the United States, which is the only basis and warrant for the proceedings of this Commission, expressly states that the companies submit only such questions of difference as exist between them and their own employees as individuals.

We assert emphatically that we have never compelled or attempted to compel, any of our employees to make or sign individual agreements, nor interfered with or questioned the right of the men to form or join any organization they may think it for their interest to affiliate with, and assert that we have never failed to consider, and adjust as far as possible any complaints made to us by our own employees, individually or by committees of their own number, chosen by them, irrespective of whether or not they belonged to associations or unions.

We deny that agreements between employers and employees through workingmen's organizations are beneficial and successful in the bituminous coal fields or elsewhere, and assert that any such agreement as a method of regulating production would be and is injurious to the best interests of the public.

We deny that unions of workingmen tend to better the discipline of the men and to the improvement of their physical, mental or moral conditions, and to the preservation of friendly relations between employer and employee, but assert, on the contrary, that since the advent of the association called "The United Mine Workers of America" in the anthracite fields, the workers there have become demoralized; that those who have joined the association have tyrannized over those who would not join and committed innumerable acts of violence and oppression since they forced the strike in May last, in order to deter from working those who wished to do so; that they attempted the destruction of the properties of the companies by calling out the engineers, firemen, pump runners, and others, whose only work was to protect the properties from flood and fire, and preserve them not only for the owners but for the men when they should resume work; under the rule

of the union unnumbered petty strikes have occurred since 1900 and the discipline at the mines where a large number of the employees are boys, always inclined to be unruly, but admitted to a vote and voice in the union, has been so impaired as to make a marked decrease in the efficiency of the working forces and the productive capacity of the mines.

Finally we assert that the great majority of the "United Mine Workers of America," are men employed in the bituminous coal fields; that the action of the union is controlled by a majority vote in their conventions; that the bituminous men largely outnumber and dominate the anthracite men; that few, if any, of the officers of the union have had any experience in the anthracite field, most of them who have worked at all having acquired their knowledge of coal mining in the bituminous regions; that the system of mining and preparation of coal is entirely different in the two regions; that bituminous coal is substantially the only competitor of anthracite coal in the markets of the country, and that it is directly antagonistic not only to the interests of the owners of anthracite properties, but of every man and boy employed on those properties, that they should be led, advised and controlled by an influence (guided, perhaps, by the employer to some extent), that has not and can not have their interests solely at heart.

T. P. FOWLER,  
*President, Scranton Coal Company,  
and Elk Hill Coal and Iron Company.*

#### ANSWER OF LEHIGH VALLEY COAL COMPANY.

*To the Anthracite Coal Strike Commission:*

Answer of the Lehigh Valley Coal Company to the demands presented by John Mitchell as a representative of anthracite mine workers.

FIRST. It denies that the demand for an increase to its employees engaged in contract or piece work of 20 per cent in the prices paid during the year 1901 is warranted by the conditions surrounding or pertaining to such employees and it avers that the prices prevailing during the year named for such work are adequate and just, whether tested by the wages paid in other trades or employments or by the conditions under which such work is performed. A comparison merely between the rate per ton paid to miners respectively in the anthracite and bituminous fields is wholly misleading if it is intended to demonstrate thereby that the anthracite miner is underpaid, for the conditions surrounding the two are so dissimilar and the amount of labor required to produce the same results as to product varies so materially that to disregard these in making a comparison would lead to entirely false conclusions. Taking into consideration all such qualifying conditions, this respondent denies that the bituminous miner is better paid than the anthracite. Were it otherwise, considering the proximity of the two fields, the bituminous mines would have been filled during the past years at the expense of the anthracite, a condition which has not existed and does not exist.

Further, this respondent denies that the wages are inadequate, having regard either to the risks incident to the character of the work,

the cost of living or the support and maintenance in a decent and proper way of a miner and his family.

That there are boys engaged in various occupations in and about the anthracite mines is not due to the insufficiency of the wages earned by their parents. Such work as is performed by these boys is not laborious and is of a less exacting character than that in which boys of similar ages engage in other occupations, and in the employment of such boys, care is taken that none are employed under the age which the State of Pennsylvania by legislative enactment has designated as a fit one for the commencement of manual labor.

This respondent calls attention to the fact as pertinent to the question whether the annual earnings of the contract miners are sufficient and adequate, that no complaint whatever has been made as to the insufficiency of earnings of any other class of labor employed in and about the mines and this despite the fact that under the rate of wages now prevailing, the contract miners can earn more per day than any other class of labor in and about the mines and are exposed to no greater hardships or risks than their fellow employees. The absence of such complaint is persuasive evidence of the fact that the wages received by such other employees are fair and adequate and that consequently the demand of the contract miners who can and do earn more than such other employees is not justified and consequently should not be granted.

As bearing upon this question of alleged insufficient earnings, this respondent in conclusion submits that if the annual earnings of the contract miners are deemed by them to be inadequate or insufficient, they could, were the miners themselves so disposed, be readily increased to the extent of 20 per cent by the simple expedient of working steadily for even eight hours a day.

For the year 1901, the average hours work by these contract miners on the days when they did work, did not amount to seven hours per day, and on many days they were idle of their own volition.

An adequate remedy is therefore in their own hands, but it is not made use of because the desire for increased earnings has not been strong enough to induce the steadier work necessary for the purpose.

SECOND. Replying to the demand for a reduction of 20 per cent in hours of labor without any reduction of earnings for all employees paid by the hour, day or week, this respondent also says that this demand is unwarranted and should not be approved by this Commission nor made the basis of action by it.

The reasons adduced in support of such demand are insufficient to support the same considered merely with reference to the advantage of an eight-hour labor day as affecting all character of work. The conditions affecting anthracite mining and the methods necessary to be pursued in the operation of the mines make the proposed limitation inexpedient and unjust.

Under the system prevailing and having regard to the production of the maximum output of the mine which is of importance to both the operator and to the public, the coal mined or cut by the contract miners should be promptly loaded and shipped from the mine, and if the hours during which the other employees at the mines could be called upon to work were to be restricted to eight, frequently this could not be accomplished promptly and the operation of the mine would thus be retarded.

In point of fact, however, a very large proportion of the employees who would be affected by a reduction of the hours of labor, actually work under the present system less than eight hours a day upon an average. The contract miners work irregularly and for short hours and this necessarily results in the other employees even while on duty being idle while waiting for coal to handle. Then again, due to the complicated nature of the operations as a whole at any one mine, there are more or less inevitable stoppages or interruptions of work which have the effect also of shortening the hours of labor actually performed by the employees. Due to these and to other causes, in which latter may be included days of suspension of work by the miners themselves because of holidays or strikes, the average number of hours worked during last year by the employees of this company was substantially less than eight hours per day for each working day of the year.

THIRD. Replying to the demand that there shall be adopted a system by which coal shall be weighed and paid for by weight wherever practicable, this respondent says that the granting of such demand would be inexpedient as it would accomplish no real good and would result in conditions which would work to the disadvantage of both the operator and the miner.

In the first place, there are many operations where the only practicable way is to pay as is now done—by the yard, and this because the coal mined by the contract miner is not immediately loaded but accumulates for weeks and even months before being loaded, and as no system of weighing is possible until the coal is loaded on the mine car, the payment of the miner would be postponed for such a long period as to make it impossible to secure labor for the mining of coal that must be mined in this way.

The method of paying the miner by weight of coal mined has been followed only in the case of a few mines, and as a matter of fact has not been successful in eliminating contention, and this largely because of the fact that deductions from the weight of the coal actually loaded in the mine car had to be made on account of the impurities and refuse that would, even in the case of honest and careful loading, be sent out with the coal. Under such a system there is a constant temptation to the men engaged in loading the car to defraud the company by loading with the coal, rock, slate and other impurities, and the honest miner is made to suffer by reason of the fact that as it is impossible to examine each separate car with the view of ascertaining the percentage of refuse loaded therein, an average deduction has to be made based upon the average per car of such refuse, with consequent injustice to the honest miner and overpayment to the dishonest one.

It would be wholly impracticable to pay by weight without a proper allowance for such impurities and refuse, as such a system would undoubtedly lead to a reckless and dishonest loading of the mine cars and would indeed be almost a direct incentive to such practices.

There is another and serious objection to the payment by weight, based upon the consideration of the time that would necessarily be consumed in weighing and the consequent holding back of the mine shipments that would result therefrom. None of the mines of this respondent are so arranged or equipped as to make practicable without very considerable outlay, any system for weighing the coal, and even if its mines were so rearranged as to allow the coal to be weighed,

serious delay in its movement to the breaker would result with consequent decreased daily output of each mine.

This company's practice has been and is to pay, in cases where coal when mined is immediately loaded, by the mine car, and where coal is not immediately loaded but is held back on account of conditions prevailing in the mines, by the cubic yard, and so far as known its practice in this respect has been satisfactory to its employees, and it submits that this system best answers requirements and conditions that have to be taken into account in the different fields of the anthracite region.

The demand embraced in the third demand, already alluded to, that the minimum rate per ton to be paid to the miner shall be 60 cents for a legal ton of 2,240 pounds, is so extravagant that its effect could not have been intelligently considered or understood by those making it. In many cases it would increase the price payable to the contract miner more than 40 per cent., and this particular demand is so inconsistent with the first demand made that this respondent assumes that it is not intended to seriously urge or press it.

FOURTH. Referring to the fourth demand which asks for the incorporation in an agreement between the United Mine Workers of America and the anthracite coal companies of all matters pertaining to wages, conditions of employment or any other subject affecting these companies' employees in and about the mines, this respondent submits that in making this demand the petitioner has asked this Commission to exceed and transcend the powers vested in it.

This respondent has declined to deal with the United Mine Workers of America in the manner sought to be enforced by this demand, because it regards such action as prejudicial not only to it but to its employees. It recognizes the right of its employees to exercise such lawful means as may be at their disposal to enforce demands which they deem just, and this may justify the existence of an employees' organization, but this by no means justifies the claim that the employer should be required to deal with such organization in the manner proposed rather than with his own employees directly, or that he should enter into contracts or agreements with such organization for the barter and sale of the labor of its members. No effective discipline can possibly be maintained and consequently no good results achieved in any undertaking in which the employee regards himself as subject not to the commands or requirements of his employer, but only to such commands or requirements as may be approved by some organization of which he is a member. Such methods tend neither to good organization nor to effective work.

The method proposed is further objectionable in that it gives almost coercive power to the organization to compel all employees engaged in a common employment with members of the union to ally themselves with it, and results, therefore, in depriving individuals of the right to sell their own labor upon such terms as they can secure and compels them to abide by and accept the terms which may be secured for them by an organization over which as individuals they can exercise but very little control.

These objections apply strongly to any agreement of the character demanded with the United Mine Workers of America, and in addition there are special reasons against such a course that apply peculiarly to that organization. It would be unprofitable to enumerate all these, but one, and this a most potent one, is that the organization named is

under the control of bituminous miners and it would be quite as reasonable to allow the bituminous operators to determine the cost at which anthracite coal shall be produced as to permit the wages, hours, and conditions of labor of the anthracite miners to be fixed by an organization controlled by bituminous miners.

LEHIGH VALLEY COAL COMPANY,  
By FRANCIS I. GOWEN.

**ANSWER OF LEHIGH AND WILKESBARRE COAL COMPANY.**

The reply of the Lehigh and Wilkesbarre Coal Company to the demands of those anthracite mine workers represented by John Mitchell.

*To the Anthracite Coal Strike Commission:*

The Lehigh and Wilkesbarre Coal Company, replying to the demands of John Mitchell, representing certain anthracite mine workers, says:

FIRST. That it owns 12 collieries situate in the counties of Luzerne, Schuylkill and Carbon, and that it did operate, previous to the strike inaugurated by the United Mine Workers of America, 11 collieries and 1 washery, and that at that time it employed 6,500 men in and about the mines.

SECOND. The demand for an increase of 20 per cent upon the price paid during the year 1901 to employees performing contract or piece work, is unreasonable and unjust. An increase of 10 per cent was made in the year 1900. To grant this demand and further increase these prices by the amount named would add 20 per cent to prices already recently increased by 10 per cent.

There is no such similarity in the mining of anthracite and bituminous coal as to make wages paid in the bituminous coal field a standard for wages paid in the anthracite coal field. The mining of anthracite coal is not substantially similar work to the mining of bituminous coal. The present rate of wages in the anthracite coal mines operated by this company, making proper allowance for the difference in conditions, is not lower than the rate of wages paid in the bituminous coal fields, nor is it lower than the rate of wages paid in other occupations requiring equal skill and training. The average annual earnings in the mines of this company of men working the full time which they have the opportunity of working are not less than the average annual earnings of men working for the like time in the bituminous coal fields, nor are they less than the average annual earnings of men working like time in occupations requiring equal skill and training. Nor is the rate of wages in the anthracite coal mines of this company insufficient to compensate mine workers, in view of the character and risk of their work. As respects the sufficiency of the earnings of workers in the mines of this company, to maintain what is called in the demand presented by John Mitchell "the American standard of living" and "a fair standard of living," this company asks that this standard be defined, so the issues on this point may be more definite, but it insists that it is easy for industrious mine workers working in its mines, whenever work is offered, to maintain, with present wages, a standard of living superior to that enjoyed by workmen in occupations requiring equal skill and training. This company expressly denies that the wages of any workers in its mines are so low as to prematurely force their children into the breakers and the mills instead of being educated

upon the earnings of their parents. On the contrary it alleges that boys are never employed in its breakers except with the knowledge of their parents and upon representation that such boys are above the lawful age at which they are permitted under the laws of Pennsylvania to work. That the wages of industrious employees in the mines of this company are sufficient to enable them to maintain a comfortable standard of living, and to prevent their being forced to send their children prematurely into the breakers and mills, is evidenced by the investments that they have been able to make of savings in homes, in building associations, in savings bank deposits, and otherwise, so that the towns and cities adjacent to the mines of this company, though containing a large foreign population who have not yet adopted the mode of life common to American workmen, are superior to mining towns in other mining districts of the United States.

THIRD. As respects the second demand that a reduction of 20 per cent be made in the hours of labor, without any reduction of earnings, for all employees paid by the hour, the day or the week, this is in substance a demand for an increase of 20 per cent in the cost of labor. It is unreasonable and unjust that any such increase should be made, and all considerations affecting the demand for a direct increase of 20 per cent upon contract or piecework apply with equal force to this demand.

The certified miners, under present conditions, seldom work eight hours a day. The greater cost in the production and preparation of anthracite coal for market is not the cutting of the coal. Many employees are paid by the month, the pumping continues day and night, the machinery is expensive, and the cost of coal is largely conditioned on the quantity of coal a certified miner is willing to cut daily, and because of this it is seldom practical to work the full breaker time.

Any increase in wages will necessarily increase the price of coal to the public, restrict its use, and seriously affect the ability of the industries using it as fuel to compete with the industries using bituminous coal; it will bear heavily on the workmen and necessarily oppress the general public, and injure the general business of the country. Because of the injury to the mines by the strike of the United Mine Workers of America the cost of producing coal has been greatly increased and a temporary advance in price was made, but it would be objectionable to continue such increase when mining operations become normal.

FOURTH. As respects both demands for this 20 per cent increase, whether by direct increase in wages, or a reduction in the hours of work, the amount which can be paid for labor in the mines of this company depends not upon any arbitrary amount which is claimed to provide a wage sufficient to maintain in any particular standard of living, but upon the price at which anthracite can be sold. Anthracite coal is sold in increasingly close competition with other kinds of fuel, notably with bituminous coal, gas and oil, and any amount which can and will be paid for labor in the mining and preparation for market of anthracite coal depends upon the prices which the public are willing to pay for it in competition with other kinds of fuel.

FIFTH. As respects the adoption of a system by which coal shall be weighed, and paid for by weight, this company states that it has had no disagreements with any of its employees about the weighing of coal. The payments are determined by the car, not by the ton, which

cars are uniform in size for the mine where used; and the rate per car is fixed for the different veins in the several mines or collieries. It denies that there is anything unreasonable or unfair in the method it has practiced in arriving at the payment for the mining of coal from its mines, but avers that such method is just and equitable.

SIXTH. As respects the demand that the wages and conditions of employment shall be incorporated in an agreement between the United Mine Workers of America and the anthracite coal companies, this company insists that this is not a subject which the Anthracite Coal Strike Commission should consider, and on the contrary alleges that this subject was excluded from consideration by the terms of the submission under which the Commission was appointed.

The statement in which this company joined, under which this Commission was appointed, contained the following proviso:

"The managers of the coal companies are not willing to enter into arbitration with the Mine Workers' Union, an organization chiefly composed of men in rival and competitive interests, and they are not willing to make any arrangements which will not secure to the men now working and all now or hereafter wishing to work, whether they belong to the Mine Workers' Union or not, the right and opportunity to work in safety and without personal insult or bodily harm to themselves or their families."

The question whether this company should, against its will, become a party to any agreement between other anthracite coal companies and the United Mine Workers of America, respecting wages to be paid and the conditions of employment, is not before this Commission.

Respectfully submitted.

ANDREW H. McCLINTOCK,  
DE FOREST BROTHERS,

*Counsel for Lehigh and Wilkesbarre Coal Company.*

NOVEMBER 7, 1902.

**ANSWER OF PHILADELPHIA AND READING COAL AND  
IRON COMPANY.**

*To the Anthracite Coal Strike Commission:*

Answer of the Philadelphia and Reading Coal and Iron Company.

The Philadelphia and Reading Coal and Iron Company, replying to the demands of John Mitchell, representing certain anthracite mine workers, says:

FIRST. That it owns 37 collieries situate in the counties of Schuylkill, Northumberland, and Columbia, and that it did operate previous to the strike inaugurated by the United Mine Workers of America 33 collieries and 4 washeries, and that at that time it had 26,829 employees in and about the mines.

SECOND. The first demand for "20 per cent increase upon the price paid during the year 1901 to employees performing contract or piece work" is arbitrary, unreasonable, and unjust.

This company denies that there is any such similarity between the mining of bituminous and of anthracite coal as to make wages paid in one a standard for the other. It avers that the bituminous coal fields

extend over many States of the Union; that they differ widely in the physical and local trade conditions which largely control wages; that the work of mining anthracite coal is not substantially similar work to the mining of bituminous coal; and making all necessary allowances for differences in conditions, it denies that the rate of wages in the mines operated by this company is lower than that paid in the bituminous coal fields, whose coal output competes actively with the products of this company's mines.

THIRD. This company denies that the present rate of wages is lower than is paid in other occupations in the same locality and controlled by like conditions.

This company is not informed as to the average annual earnings in the bituminous coal fields, but it avers that nearly all of its former employees who, during the past five months worked in the bituminous mines, have returned to the anthracite regions, preferring to work in the anthracite mines. And it further avers that the annual earnings of the anthracite mine workers is largely reduced by their refusal to work as many days as it is customary to work in other occupations, and that by reason thereof this company is subjected to great loss, and the cost of producing coal is largely increased and the annual earnings of its employees diminished.

FOURTH. This company denies that the average annual earnings of the men working full time in the anthracite coal field is less than the average annual earnings for occupations requiring equal skill and training.

FIFTH. This company denies that "the rate of wages in the anthracite coal fields is insufficient to compensate the mine workers in view of the dangerous character of the occupation in relation to accidents, liability to serious and permanent disease, the high death rate and the short trade life incident to this employment."

SIXTH. This company avers that whilst the sixth specification is too general and vague for specific answer thereto, that it is true that the anthracite coal regions (almost entirely dependent on the anthracite mining industry) are among the most prosperous in the United States; that employees of temperate and economic habits have saved money, and invested their savings in houses, building associations, and other property, and that deposits in savings, State and national banks, aggregating millions of dollars, have been made by such employees; that the standard of living is equal to that of the average American workmen; that the towns and cities are better than any mining towns in the bituminous coal fields of the United States.

This company denies that the alleged increased cost of living has made it impossible to maintain a fair standard of life upon the basis of present wages or from securing any benefit from increased prosperity, and that the condition of the workmen is poorer on account of it.

This company further denies that "the children of the anthracite mine workers are prematurely forced into the breakers and mills instead of being supported and educated upon the earnings of their parents because of low wages of such parents, or that such wages are below the fair and just earnings of mine workers in this industry." It avers that the State of Pennsylvania makes large annual appropriations to schools, and that the school districts levy local taxes for school purposes; that text-books are supplied from public funds, and that the laws provide for compulsory attendance at public schools. In the

county of Schuylkill this company paid for school taxes in the year 1901, \$80,000.

The local school boards are elected by the qualified voters of the townships, boroughs, and cities. The means of education provided by the State, through its system of free schools and compulsory attendance, are not fully utilized, because of the failure of the local school boards to enforce compulsory attendance, but the wages paid are ample to insure a good common school education for all children in the coal regions desiring to attend school.

No boys are employed in and about the mines and breakers in violation of the statutes fixing the ages of employment.

In addition to provisions for education, ample hospitals for the care of the sick and injured are maintained in the anthracite coal regions.

This company avers that there is not anywhere else in the world a mining region where the workmen have so many comforts, facilities for education, general advantages, and such profitable employment.

SEVENTH. This company denies that the second demand "for a reduction of 20 per cent. in hours of labor without any reduction of earnings for all employees by the hour, day, or week" is either just or equitable, and avers that the reasons assigned in support of the demand are impracticable, in so far as they relate to the mining of anthracite coal. The certified miners, under present conditions, seldom work eight hours a day. The greater cost in the production and preparation of anthracite coal for market is not the cutting of the coal. Many employees are paid by the month, the pumping continues day and night, the machinery is expensive, and the cost of coal is largely conditioned on the collieries running full time. The output is entirely dependent on the quantity of coal a certified miner is willing to cut daily, and because of this it is seldom practicable to work the full breaker time.

In general, we deny that, in so far as they relate to anthracite mining, "That the ten-hour day is detrimental to the health, life, safety, and well being of the mine workers;" that "shorter hours improve the physical, mental, and moral conditions of the workers;" that "shorter hours increase the intensity and efficiency of labor."

It admits that the tendency of National and State governments and of labor organizations is toward shorter hours, but denies that a working day of less than ten hours will be of real advantage to the workmen engaged in and about the anthracite mines and collieries. In some exceptionally exhausting work, a day of ten hours is too long, but there is no exhausting labor, which justifies a reduction of hours of work in the anthracite coal operations.

Any increase in wages will necessarily increase the price of coal to the public, restrict its use, and seriously affect the ability of the industries using it as fuel to compete with the industries using bituminous coal; it will bear heavily on the workmen and necessarily oppress the general public, and injure the general business of the country. Because of the injury to the mines by the strike of the United Mine Workers of America, the cost of producing coal has been greatly increased and a temporary advance in price was made by this company, but it will be impracticable to continue such increase when mining operations become normal.

EIGHTH. This company, replying to the third demand, says: That it has had no disagreements with any of its employes about the weigh-

ing of coal. The quantity is usually determined by measurement; that when coal is mined by the ton it is customary and necessary to make allowances for slate and impurities. But this company does not mine by the ton. It denies that there is anything unreasonable or unfair in the method it has practiced in arriving at the measurement of the coal from its mines.

NINTH. This company, replying to the fourth demand, says: That the United Mine Workers of America are primarily a bituminous coal organization; that bituminous coal is a rival competitor in the market with anthracite coal; that ever since the advent of the United Mine Workers of America in the anthracite fields the business conditions in the anthracite mines have become intolerable; the output of the mines has decreased, discipline has been destroyed, strikes have been of almost daily occurrence; men worked when and as they pleased, and the cost of mining has been greatly increased.

At the Shamokin convention of the United Mine Workers of America, referred to in the statement, it was resolved: "That the United Mine Workers at any colliery, when the employees refused to become members of the organization and wear the button, the local governing such colliery, after using all persuasive measures to get such employees to join, and failing in such shall have full power to suspend operation at such collieries until such employees become members of the organization."

Subsequently, to wit, on May 12, the United Mine Workers of America inaugurated a strike, and by threats and intimidation caused a suspension of work at all mines. Under date of May 21 they issued a formal official order requiring all pumpmen, firemen, and engineers to desert their posts of duty, with intent to force submission to their unjust demands by the destruction of the mines. By threats and violence they tried to prevent other men from taking the places of the firemen, pumpmen, and engineers. The said United Mine Workers of America well knew that if this company did not succeed in keeping the pumps going the mines would be so greatly injured that it would be impossible to mine coal for many months after the strike ended, and that by reason thereof the workmen of the anthracite fields would be deprived of employment and the public be made to suffer untold hardships because of inability to procure fuel during the winter months.

In obedience to the strike and pump orders, and the power expressly given by its Shamokin convention—"to suspend operations at such collieries until such employees become members of the organization"—all manner of force and violence was used to prevent pumping of the mines to save them from destruction, and to prevent nonunion men from working. The situation is well described in the proclamation of the governor of the State of Pennsylvania, to which we beg to refer as part of this answer.

This company avers that these acts of intimidation, of injury to persons and property, and disturbance of the public peace, were contrary to the law of the land.

This company, further answering, avers that the jurisdiction of this Commission is limited to the conditions named in the statement of the coal company presidents, by virtue of which the Commission was appointed, and that by express terms, as well as by necessary implication, the investigation is confined to matters affecting its employes,

and excludes the United Mine Workers of America from any part or recognition in the proceedings, recommendations, or decisions of this Commission.

Further answering, it says that if and when a labor organization, limited to workers in anthracite mines, is created which shall obey the laws of the land, respect the right of every man to work whether he belongs to a union or not, and shall honestly cooperate with the employers in securing good work, efficiency, fair production, and necessary discipline, trade agreements may become practicable.

And, further answering, the company says that it does not and will not discriminate against workmen belonging to the United Mine Workers of America, or any other labor organization, so long as they perform satisfactory work, and behave as law-abiding people should, but that the company will at all times employ any person it sees fit, and will not permit any labor organization to limit the right of employment to the members of its organization.

Respectfully submitted,

THE PHILADELPHIA AND READING COAL  
AND IRON COMPANY,  
By GEO. F. BAER, *President*.

JOHN F. WHALEN,  
S. P. WOLVERTON,  
*Counsel*.

#### ANSWER OF LEHIGH COAL AND NAVIGATION COMPANY.

*To the Members of the Anthracite Coal Strike Commission, appointed by the President of the United States:*

The Lehigh Coal and Navigation Company respectfully submits the following answer to the demands of the miners:

FIRST. The Lehigh Coal and Navigation Company is the oldest corporation engaged in the mining of coal in the anthracite region. It was chartered in 1822, and was the successor of the Lehigh Coal Mine Company, which was organized in 1793. It also acquired certain rights on the Lehigh River which were granted in 1818. It gradually improved the slack-water navigation of the river, and finally completed the Lehigh Canal, from White Haven to Easton, where it connected with the State canal (which it now controls), running to Bristol on the Delaware, 20 miles above Philadelphia. It also built and owns the Lehigh and Susquehanna Railroad system, running from Phillipsburg to Scranton, which is leased for a share of the gross receipts to the Central Railroad Company of New Jersey. It owns and controls about 14,000 acres of coal lands in Carbon and Schuylkill counties, which are estimated to contain over 500,000,000 tons of available unmined coal. Its employees number about 6,000 and its capacity of production is over 200,000 tons a month. Its capital stock and funded debt amount to upward of \$32,000,000. All of its capital stock and bonds were issued for full value, but although its more important coal lands were purchased at a time when the country was a wilderness, and all its lands have been acquired at moderate prices, the dividends upon its capital stock to date only average 4.02 per cent. The profit on coal mined by the company during the ten years ending December 31, 1901, has averaged 11.09 cents per ton,

after charging off taxes on coal lands and depreciation, but not including any charge for royalty which represents the value of the coal in the ground. Nor were the rates of freight upon the railroad exorbitant, as is shown by the fact that the company operated its own canal, but found it advantageous to send the coal to market over the railroad, rather than by the canal. The building of the first blast furnace at Catasauqua, of the Crane Iron Company, was promoted by the Lehigh Coal and Navigation Company in 1841, and the first development of the iron industry, and the subsequent development of the cement and other industries which have replaced the manufacture of pig iron since the exhaustion of the cheap ores of eastern Pennsylvania and New Jersey, were only rendered possible by the supplies of cheap fuel, and the moderate freights which have been given by the canal and railroads.

SECOND. The demand for an increase of 20 per cent upon the prices paid during the year 1901 to the employees performing contract or piece work is utterly unjustifiable, and the reasons given in support of such demand are not founded in fact. The first and third reasons are based upon the average annual earnings in the bituminous coal fields for substantially similar work.

(a) This company does not know what rate of wages is paid in the bituminous coal fields throughout the country, but there is nowhere in any fields "substantially similar work" to that which is done under contract in the mines of this company. The bituminous coal fields, extending from Pennsylvania to the Pacific, have no uniform rate of wages, and the conditions are so different in different localities that it would be impossible to obtain, with any certainty, a standard which would be of any use in considering the wages which should be paid in the mines of this company. It is a fact, however, that miners of ordinary skill and experience have always been able to go from the mines of this company to any other mining region throughout the country and obtain employment; but with the exception of the very considerable number who have obtained positions as bosses and foremen and superintendents in bituminous mines, those who have gone from the mines of this company have invariably returned. This was notably the case during the recent strike. Labor was never in greater demand throughout the country, and any able-bodied man could find employment upon the railroads or in the iron furnaces and mills, or in the bituminous mines and slate quarries; but those who went to the bituminous mines found the conditions so much harder and so much more disagreeable that they refused to remain, and so soon as work was resumed nearly every one who had left the employment of this company returned; and one of the most serious difficulties which has occurred since the resumption of work has been that so many of them have insisted that those who have taken their places should be removed and that they should be given their old situations.

(b) The second, fourth, fifth, and ninth reasons, which allege in effect that the present rate of wages and the average annual earnings are less than in other occupations requiring equal skill and training, and not sufficient to compensate the mine workers, in view of the dangerous character of their occupation, and below the fair and just earnings of mine workers, are equally unfounded. The work of the miner in the anthracite mines does not require unusual skill or training. A laborer of ordinary intelligence could in the course of a few months

learn all that is necessary that a skilled miner should know. Under the law, a beginner is required to work two years before he can get a certificate as a miner who is to cut and blast coal, but no such length of time is really necessary to qualify the average man for the work. That the rate of wages is not lower than that paid in other occupations requiring equal skill and training, and that the average earnings are not less or insufficient to compensate them in view of the character of their occupation, is apparent from the fact that they have preferred, during many years, to remain in the employment of the company rather than go elsewhere. About one-half of the men work inside and about one-half outside.

The wages earned per day, and the aggregate amount for the year 1901, are set forth in the statement hereto annexed, marked "Exhibit A." It will be seen that for a day of ten hours contract miners earned an average of \$3.14 per day; skilled laborers, \$2.31; unskilled laborers, \$1.83; boys, \$1 for work underground. The rates for outside labor average as follows: Skilled labor, \$1.96; unskilled labor, \$1.28; boys, 77 cents. The average annual earnings of adults were \$475.25.

They have some incidental advantages. Supplies are cheap, and the climate is an exceptionally good one, and while working underground the men escape the extremes of temperature which a farm laborer, a lumberman, or a workman in open quarries must encounter, and the experience of many years has shown that those who leave the anthracite mines, attracted by the stories of higher wages paid in the gold and silver mines of the Rocky Mountains, almost invariably return. In fact, very few men who have worked for the Lehigh Coal and Navigation Company have ever left it voluntarily, except those able to obtain official positions, as bosses or superintendents in other mines and foreigners who had saved a competence and returned to their homes in Europe.

(c) The further reason that the earnings are insufficient to maintain the American standard of living, and to maintain a fair standard of life upon the basis of present wages, and so low that their children are prematurely forced into the breakers, is entirely inconsistent with the facts, so far as the operations of this company are concerned. It is much to be regretted that the members of the Commission had only time to visit the nearly worked-out portion of one of the collieries of the company, and were unable to see Lansford, Summit Hill, and other mining villages in which the conditions of life are as favorable as are enjoyed by an American workman in any part of the country. Out of 3,043 families, 870 own their own houses. Pianos will be found in 146, and house organs in 337. The company owns and rents to its employees 671 houses, at an average rental of \$4.70 a month. The character of these houses is fully up to the average in any part of the country occupied by any other class of workmen. As a systematic misrepresentation of the facts in regard to the condition of the miners in the anthracite region, photographs of the shanties and huts put up and occupied by foreigners (who are unwilling to pay fair rentals, and prefer to save the larger part of their earnings, in order that they may return to their homes and live in idleness) have been printed and widely published, and the attention of the Commission was called from time to time to hovels of this character as illustrations of the way in which the men were obliged to live; but if the homes of self-respecting miners, who have worked for this company from boyhood, as did

their fathers before them, could have been visited it would have been seen that they were living with the comfort and neatness and conveniences of American civilization. It has been the policy of the company to sell surface rights to those of its employees who desired to put up their own houses, and for many years there has been a steady demand on this account. The town of Summit Hill has a population of about 3,000, and almost the entire surface, with the dwellings, is now owned and occupied by employees of the company. This borough and Lansford are lighted with electric light, both incandescent for domestic use and arc lights for the streets, the electricity for these lights being furnished by this company practically at cost. The incandescent lights in the dwellings in Lansford and vicinity number over 6,000. It should be added that this company owns over 100 houses which were built many years ago, and which are much inferior to the present standard, and these are rented at a rate of about \$2.50 a month or less to those who are unwilling to pay a higher rental. It is in all cases, however, a matter of choice and not of necessity that any employee should occupy such a dwelling, and almost without exception these people are foreign born who do not speak the English language.

The families of the employees have ample school accommodations, with capable teachers, and over 3,000 children are in attendance, while over 75 per centum of the whole fund expended in the region is derived from taxes paid by this company upon its coal estate. The law forbids employing boys under 12 years of age, but the company must rely upon the representations of the parents as to the ages of their boys. In case of doubt, they are required to furnish affidavits, and if any below the prescribed age do impose upon the officials of the company the number must be very limited. It is to be observed, also, that in the preparation and handling of the coal there is an unusual demand for the labor of boys. Slate picking is a very easy occupation compared to the work done by the boy upon a farm, and many are needed to take care of the mine mules and other light work, and in this way the wages of the household are largely and legitimately increased. It is probably true that it is by the combined exertions of the father and his boys that the comfortable dwellings which many of them occupy have been built and furnished, but in very many cases the father has been able to send his sons to high schools or technical schools and to college for education. Since 1887 more than 250 young men have gone from Lansford and other villages in the neighborhood to normal schools and colleges and become mining engineers, attorneys, chemists, dentists, architects, ministers, and priests.

As before stated, some of the foreigners prefer to live in a very niggardly and squalid manner, so that they may accumulate the larger part of their earnings, and return to Europe to live in idleness; but those who have their permanent home in the region have at least \$1,000,000 on deposit in the banks and saving funds in the vicinity, saved from the wages earned in the employment of this company. The annual remittances to their families and friends abroad, through agencies in the region and vicinity, amounted to \$150,000 or more. To this should be added the large savings of the Italian laborers who generally remit through New York bankers, and of Swedes who periodically send one of their number to Sweden to carry their remittances.

In 1884 the company established a beneficial fund, to which it has contributed the sum of \$196,889, and the employees \$154,768.

When the strike of 1900 occurred, the employees of this company refused to join in the strike or to become members of the union. Repeated meetings were held, and appeals were made to stand by the men in the other sections, but they declined, and upon two occasions mobs of several thousand men marched into the Panther Creek Valley and drove the men from their work.

In recognition of their fidelity the board made a contribution to the beneficial fund of \$25,000 as set forth in the following statement:

*To the employees of the Lehigh Coal and Navigation Company:*

The officers and managers of the Lehigh Coal and Navigation Company desire to give public expression of their high appreciation of the conduct of their employees during the recent strike in other portions of the region. Their steadfast loyalty prevented the business and prosperity of the community in which they lived from being interfered with, and by working they served both the company's interest and their own. Such an exhibition of friendly feeling on the part of the men in the employ of the company is most gratifying, and it is confidently hoped that nothing will ever occur to disturb the cordial relations which have so long prevailed. In recognition of the courage and fidelity shown by their employees, the managers of the company at their last meeting directed that a contribution of \$25,000 should be made to the Lansford Beneficial Fund.

This fund has been in successful operation since 1884, and is one in which all the employees of the company participate if they are so unfortunate as to be injured in the company's service. This contribution is in addition to the sum paid annually, which is based on the production of coal by the company. The contribution to this fund by the company and the men amount up to this time to upward of \$320,000, which sum has nearly all been paid out under the rules and regulations of the fund to the employees of this company, and the fund in its practical working has proven to be one of the most worthy institutions.

The sum donated is to be invested in good mortgage bonds, and held in trust, and the income from the same is to be used to augment the receipts of the fund.

LEWIS A. RILEY, *President.*

PHILADELPHIA, November 7, 1900.

Since then, most of them have joined the union, and felt bound to join in the strike when ordered last May. No complaint was addressed to this company; no grievance alleged; and no request for higher wages made; but, without notice, the men left work in a body, against their own will and judgment, because required to do so by the vote of the miners employed in other coal fields. During the strike, many of them have expressed their anxiety to resume work, and many of them have assured the soldiers and officers, who were on duty, that so far as they were concerned, they would be glad to go back, if permitted to do so, and they were only deterred and held back by being kept in a state of subjection by a small minority of lawless men, who assaulted those who were at work, terrorized their families, attacked their homes, and made it impossible for any man to resume work unless sheltered and fed within the protection of the company. There have been, of course, the usual protestations on the part of the leaders of the union that they discouraged violence, but they were easily understood in the sense which was intended, and a fresh outbreak always followed a visit of the strike leaders to the neighborhood. These brutal and savage crimes were only committed in the interest of the strike ordered by the union. No personal animosity prompted or inspired them, but they were made systematically and repeatedly and deliberately in the interests of the strike of the miners' union, and the miners' union did nothing as an organization, to prevent them, nor made the slightest effort

to secure the arrest and conviction of the men guilty of these outrages. On the contrary, it did what it could to shield and defend them. A list of the events of this character, far from complete, will be found in the appendix, marked "Exhibit B."

THIRD. The claim for a reduction of 20 per cent in the hours of labor, without any reduction in earnings, for all employees paid by the hour, day, or week, would be peculiarly absurd if enforced as against this company. In point of fact, the breakers of the company are only able to run nine hours a day and not ten. The miners only work from five to seven hours a day and the real difficulty in the region is that contract labor prices are too high, as the men get an amount sufficient for their wants by working less than three-quarters of a day. The men employed by the day only work, as a maximum, nine hours, and as many of them consume from half an hour to an hour in going to and from their work to the foot of the shaft, they do not even work nine hours. Compared to the work of the farm laborer or the man upon the railroad, the hours of labor and the wages are much more satisfactory in the mines of this company than in any other employment in eastern Pennsylvania, as is shown by the fact that the supply has always been equal to the demand. As illustrating the influence of the excessive rates paid for contract work, it may be said that during normal conditions in April of this year the men working by contract only earned an average of \$3.02 a day, but when it became probable that a strike would be ordered, the same men earned an average of \$4.468 a day.

FOURTH. The claim that a system should be adopted by which coal should be paid for by weight "whenever practicable," has no application to this company. A geological map, made many years ago by Mr. Rothwell, is hereto annexed marked "Exhibit C," which will show at a glance the general character of the veins in the property of the Lehigh company. Some of them are at places quite vertical, and are nearly always what are known as steep pitching. Not only does each mine, therefore, constitute a distinct problem, but the conditions in each mine vary from month to month, and almost from day to day. As no supervision can be exercised over the miner engaged in cutting coal at the top of a steep chamber or room, the work must be done by contract, and the only method which has ever given satisfaction is to pay for the cutting by the lineal yard. How much this should be can only be determined in each particular case between the superintendent or mine boss and the miner. When mining is not paid for by the lineal yard, the contract is based on a price at the breaker in cars. The cars used by this company are of uniform size, each containing 100 cubic feet. The price paid varies according to the condition of the vein, locality, degree of danger, etc.; the car must be a full carload and be reasonably free from impurities; no uniform price per car could be fixed that would be fair to the miner or to the company, but most of the work is paid for by the lineal yard. Any method of paying for coal by weight, under the conditions prevalent at the collieries operated by this company would therefore be impracticable, and is not desired by either the employers or employees. There must be a bargain made for each separate piece of work, and that this can be done to the satisfaction of both sides is conclusively proved by the fact already mentioned, that at the time of the strike in 1900 the employees

of the company refused to join it, and were almost unanimously opposed to that ordered in May last.

Down to 1900 any differences of opinion between the miners and the mine boss were easily adjusted by a reference to the mine foreman, or, if necessary, by an appeal to the superintendent, but since the strike of 1900, and the men have been induced to become members of the miners' union, they have been much more disposed to be unreasonable and make trouble, and the adjustment of prices to be paid for contract work has not always been easy, and in consequence of the advance in wages, they have been able to earn the same rate of wages as formerly by less work, so that the result is that the output of the mines has been considerably reduced. Some influence, believed to be that of the union, has led the men to reduce the production, but notwithstanding this difficulty, it remains true that the only way in which wages can be satisfactorily measured is by contract for the work done, which necessarily varies from mine to mine, and sometimes between breasts upon the same gangway, and even upon the same breast, from day to day.

FIFTH. To the demand that there shall be an agreement between the United Mine Workers of America and the anthracite coal companies, this company respectfully calls attention to the fact that the statement under which the Commission was appointed declared that the managers of the coal companies were not willing to enter into arbitration with the mine workers' union, for the reason that that organization was chiefly composed of men in rival and competitive interests, and were not willing to make any arrangement which would not secure to the men then working, or then and thereafter wishing to work, whether they belonged to the mine workers' union or not, the opportunity to work in safety, without personal insult or bodily harm to themselves or their families.

This company desires to reiterate the objections then specified, and say that it would not have consented to appear before the Commission if it had not understood that it was not to be asked to enter into an agreement with the mine workers' union. In addition to the reasons urged by the representatives of the operators against entering into any such agreement, there are some peculiar to this company. The conditions of mining in the Lehigh and Schuylkill regions are quite different from those which exist in the Wyoming and Scranton districts. While this company has no objection, therefore, to its own employees organizing among themselves, it has always objected and does object even to an organization which includes other anthracite fields, working under different systems of compensation, as a result of which its men are ordered upon strikes by reason of controversies in which they have no interest. It is unreasonable and unjust that the mines of this company should be shut down because of a quarrel in a mine in Luzerne or Lackawanna counties, and it is absurd that a question in dispute in its mines should be determined by the authority of miners in the bituminous coal field, who are interested to have the anthracite mines shut down in order that they may themselves work full time in their mines.

It would be still more inexcusable that any outside authority should assume to interfere in the discharge of an employee. Every freeman has the right to quit work when and as he chooses, and the employer must possess and be able to exercise the reciprocal right of discharge if he is to maintain discipline; and in a business where property of

such vast importance, and the lives of hundreds, are at the mercy of those engaged in running the engines or hoists or in charge of the ventilation, it would be criminal for the owners to abdicate their duty and surrender their right to discharge any man in their employ at pleasure; and if this company has been erroneously advised to the effect that no such question has been submitted to the Commission for its consideration or decision, it respectfully prays to be permitted to withdraw from the submission which otherwise it would gladly make.

All of which is respectfully submitted.

THE LEHIGH COAL AND NAVIGATION COMPANY.  
By LEWIS A. RILEY, *President*.

SAMUEL DICKSON, *Counsel*.

EXHIBIT A.—WAGES OF MINERS.

STATEMENT SHOWING THE EARNINGS OF THE EMPLOYEES OF THE LEHIGH COAL AND NAVIGATION COMPANY FOR ONE YEAR, BASED ON THE TIME WORKED DURING 1901, THE NUMBER OF THE SEVERAL CLASSES OF WORKMEN AND THE RATES PAID BEING TAKEN FROM THE PAY ROLL FOR THE FIRST HALF OF MAY, 1902.

A.—INSIDE THE MINES.

Description.	Number of employees.	Daily average rates.	Earnings per day.	Number of days employed.	Annual earnings per class.	Average annual earnings per employe.
Contract miners .....	622	\$3.144	\$1,955.57	235.00	\$459,558.95	\$738.84
Other skilled labor .....	707	2.31	1,633.17	241.00	393,593.97	556.71
Unskilled labor .....	1,032	1.83	1,888.56	216.00	407,928.96	395.28
Boys .....	114	1.006	114.68	208.75	23,939.45	210.00
Total .....	2,475		5,591.98		1,285,021.33	519.20

Average annual earnings of the 2,361 adults employed inside, \$534.13.

Average daily earnings for a day of ten hours of the 2,361 adults employed inside, \$2.32.

B.—OUTSIDE THE MINES.

Description.	Number of employees.	Daily average rates.	Earnings per day.	Number of days employed.	Annual earnings per class.	Average annual earnings per employe.
Skilled labor .....	605	\$1.96	\$1,185.80	273.00	\$326,095.00	\$539.00
Unskilled labor .....	1,279	1.28	1,637.12	258.00	422,376.96	330.24
Boys .....	761	.77	585.97	208.75	122,321.24	160.73
Total .....	2,645		3,408.89		870,793.20	329.22

Average annual earnings of the 1,884 adults employed outside, \$397.28.

Average daily earnings of the 1,884 adults employed outside, \$1.499.

SUMMARY A AND B.

Number of employees.	Average daily earnings per employee.	Average annual earnings per employee.
2,361 adults, inside.....	\$2.32	\$534.13
1,884 adults, outside.....	1.499	397.28
4,245 adults, inside and outside.....	1.955	475.75
114 boys, inside.....	1.006	210.00
761 boys, outside.....	.77	160.73
875 boys, inside and outside.....	.80	167.16
4,245 adults, inside and outside.....	1.955	475.75
875 boys, inside and outside.....	.80	167.16
5,120 employees, inside and outside.....	1.756	421.05

During the months of August and December heavy rains occurred, drowning out a number of mines and resulting in loss of working time equal to thirty days for all the collieries.

The 5,120 employees represent 3,043 families.

The average total daily wages paid by the company was equal to daily average per family.....	\$2.96
Total amount paid the employees of the company in 1901 was.....	2,158,885.38
Had not two floods reduced the working time by about thirty days, the amount paid would have been about.....	2,355,142.69

APPROXIMATE VALUE OF PROPERTY OWNED BY EMPLOYEES PAST AND PRESENT OF LEHIGH COAL AND NAVIGATION COMPANY.

Locality.	Approximate value.	Assessed value.
Lansford.....	\$1,054,956	\$175,826
Summit Hill.....	614,730	107,455
Mauch Chunk Township.....	501,990	84,165
Rahn Township.....	304,540	243,730
Tamaqua.....	362,730	152,270
Total.....	2,871,946	763,446

MONEY ON DEPOSIT.

First National Bank, Mauch Chunk.....	\$806,000
Second National Bank, Mauch Chunk.....	350,000
Linderman National Bank, Mauch Chunk.....	185,000
First National Bank, Lansford.....	132,000
First National Bank, Tamaqua.....	370,000
Tamaqua Banking and Trust Company.....	193,000
Savings and building funds and other depositories.....	500,000
Total.....	2,530,000

It is safe to say that at least \$1,000,000 of the above deposits is the property of employees of the Lehigh Coal and Navigation Company, and represents savings from wages earned in its employ. Of the 3,043 families now furnishing the employees for the company, 870, or nearly 27 per cent, own houses. In 146 of these houses pianos are found. In 337 of these houses organs are found. Churches and schools within the boundaries of Lehigh Coal and Navigation Company's territory:

CHURCHES.

Lansford.....	12
Summit Hill.....	7
Mauch Chunk Township.....	3
Rahn Township.....	6
East Ward, Tamaqua.....	1
Total.....	29

SCHOOLS.

Locality.	Teachers.	Scholars.
Lansford.....	23	1,120
Summit Hill.....	16	812
Mauch Chunk Township.....	13	475
Rahn Township.....	17	632
East Ward, Tamaqua.....	3	140
Total.....	72	3,179

EXHIBIT B.—LIST OF RIOTS, ASSAULTS, AND OTHER OVERT ACTS ON THE PART OF STRIKERS IN THE LEHIGH COAL AND NAVIGATION COMPANY TERRITORY.

[There are many minor cases that were not made note of, and many Hungarians, who continued at work, have been beaten without attention being specially called to the fact, fearing that if they would tell they would be subject to further abuse.]

May 16.—A large body of strikers surrounded the men loading stock coal at Hauto and threatened that if they did not cease work they would be stoned to death. Since then these men have been fed and lodged by the company, all the while working and living under a strong guard day and night.

June 2.—The engineers and firemen were called out on strike. Many of them did not immediately desert, but through intimidation and fear of assault they were afraid to continue at work. In the course of a week but few remained at their posts.

June 4.—At Nesquehoning, houses of engineers remaining at work were stoned.

June 5.—Briggs, the engineer at No. 6, at night, in the presence of his wife, was threatened with bodily harm if he did not cease working. His wife was thrown into hysterics.

June 8.—A large meeting of strikers was held in Lansford Opera House, at which Mitchell was expected to speak. As a result of the meeting, the next morning (June 9), large gangs of strikers congregated on the street corners as early as 3 o'clock, and by threats and by intimidation turned back many men on their way to work.

June 11.—Sheriffs of Schuylkill and Carbon counties were asked to restore peace. A young man, named Ackerman, in going to work at Lansford shops, was surrounded by a large mob, and hit a terrific blow in the face by a big Hungarian.

June 16.—Mobs kept a number of stable bosses at home, thus preventing them looking after the stock.

June 12.—Mobs made midnight calls at the houses of men away at work to frighten their wives with threats of blowing up their homes with dynamite if they did not persuade their husbands from going to work.

June 13.—Merchants, butchers, milkmen, and bakers were warned by committees of strikers not to furnish the necessaries of life to the families of men at work or suffer the penalty of boycott.

Hungarians working at No. 10, captured in Tamaqua by Coaldale strikers, and marched to McAdoo. To make the journey as painful as possible to the marched men, pebbles were put in their shoes by the strikers.

June 28.—Martin Poinitski was beaten by strikers because he persisted in working. Both he and his wife were assaulted while on their way home.

June 29.—Hungarian workmen were kidnaped by strikers and forced to walk to McAdoo.

June 30.—Clay gang was stopped from going to work. Policemen escorting men to work in the morning were attacked by mobs. Coal and iron Policeman Harris, in getting off a trolley car while on the way to his home, was surrounded by a mob and accompanied as far as the door of his house. Threatening to follow into the

house, he drew his revolver and drove them away. Later on, he was arrested and put under bail for carrying a concealed deadly weapon.

Four coal and iron policemen, in trying to make arrests at noon, were surrounded by a mob, pushed around, beaten, and one badly wounded. A Hungarian was kidnaped and marched to Tamaqua by Coaldale strikers. The man was badly beaten. Thomas Barr and Henry Shaeffer, coal and iron policemen, in protecting a Hungarian going to work, and attacked by a mob, were interfered with and beaten. The policemen swore out warrants against the leaders of the mob, who were released under light bail.

John Pashuta was forcibly taken off the pavement on Ridge street, Lansford, and marched down the valley toward Tamaqua. He was beaten, kicked, and dragged by his heels, and left for dead by the roadside. He is still disabled through the severe treatment given him, and the doctors say his injuries are permanent.

Chief of Police Chester and Assistant Superintendent Snyder, in endeavoring to rescue Pashuta, were surrounded by the mob, thrown to the ground, jumped upon, and robbed of their revolvers.

*July 5.*—At the baseball park, Lansford, stones were wedged in the guard rail of the trolley road. This same place was blocked a number of times afterwards.

*July 7.*—William Black, a workman, at Summit Hill while coming out of the hall of the P. O. S. of A. was surrounded by strikers and marched to Coaldale, and there by order of the secretary of the Coaldale local, was taken to a clubroom where he was abused and obliged to swear that he would not go to work again.

After he had taken the oath, the officers discovered that it would not be safe to let him get into the hands of the mob outside the building, so he was finally taken out the back way by some of the prominent strikers and given his liberty.

*July 8.*—Elmer McCready and Samuel Nevins, jr., two young men working at colliery No. 4, were assaulted and beaten by a body of strikers. Eight or ten of the strikers being known by the young men, they were arrested but they were released by the justice, putting them under light bail.

*July 9.*—M. B. Weidlich, a coal and iron policeman, was surrounded by strikers on a street of Lansford, at dusk, marched to Coaldale, beaten, shamefully abused and stripped of all his clothing but his drawers. In this condition he walked to his home, a distance of several miles, which he reached in an exhausted condition. He was confined to bed for several weeks by his injuries.

*July 10.*—James Smyrle, a brakeman, living at Summit Hill, just as he was leaving his home in the morning, was captured by a mob of strikers and marched to Coaldale. He was badly beaten, had his nose broken, and was nearly stripped nude. He reached home without shoes and but little clothing. Smyrle was laid up for a week or more on account of his injuries.

*July 10.*—The sheriff of Carbon County applied for troops, and to impress the governor with the great need of them, a committee of Lansford citizens went to Harrisburg and made a personal appeal to the governor that he send troops to the Panther Creek Valley to protect life and property, and which at that time he refused to do.

*July 13.*—Samuel Meese, a stableman at Nesquehoning, was chased by an angry mob of strikers. To escape them he took refuge in the house of a friend.

*July 14.*—Harry Hornsberger, a coal and iron policeman, stationed at Lansford shops, while going to work and still within 40 feet of his door, was assaulted by strikers and threatened with death if he did not desert his post. Hornsberger had one of his assailants, Daniel S. Lewis, arrested and put under bail.

*July 26.*—John Heugle, a brakeman working for the company, living at Hauto, was captured by his neighbors, strikers, and marched toward Nesquehoning. Word being phoned to Lansford office of the kidnaping of Heugle, a force of policemen boarded an engine, overtook the mob, and rounded up forty-seven of them. All were brought to Lansford and put in the lockup. Later in the evening, when the door of

the lockup was opened to take the prisoners to the squire for a hearing, with the aid of a lot of Lansford strikers the greater number escaped. However, all were finally put under bail to appear at court.

*July 26.*—The wife of Heugle while trying to help her husband escape from the mob, was knocked down and jumped upon by George Jyumber, a striker. Jyumber was arrested and put under bail.

*July 26.*—In the evening, Arlington switch was half thrown open and blocked with stones and iron. This was discovered by a motorman just in time to prevent a serious accident.

*August 4.*—Rioting at Summit Hill. A number of workmen were beaten and a trolley car was held up.

*August 11.*—Thomas Reeves, conductor, was pulled off his car at Summit Hill by a mob of strikers.

*August 18.*—Pay Sharpe was killed at Nesquehoning by William Ronemus, whom he was assaulting. Troops were again asked for, and a battalion of the Twelfth Regiment arrived at Lansford the next morning. During the day, they located permanently at Manila Grove.

*August 23.*—Rails on trolley road, on Coaldale grade, were greased.

*August 23.*—A Hungarian was abused and assaulted by strikers on the pike leading to Lansford office.

*August 24.*—The guard rail on curve at baseball park was filled up with stones and blocked.

*August 25.*—Peter King, a nonunion man, was robbed by strikers on Center street, Lansford, while on his way to work. To avoid being mobbed, he goes to his home but once a week.

*August 25.*—William Henry was not allowed to leave his house by a mob of strikers, and was kept in until August 27.

*August 26.*—Thomas Barr and Edwin Fritz, coal and iron policemen, were badly beaten by a mob of strikers in Coaldale; 17 strikers were arrested for this offense.

*August 26.*—Mrs. Samuel Pollock, the wife of a workman, was abused by strikers and her clothes torn off her while on the streets of Lansford.

*August 26.*—A Hungarian, named Shoemaker, was badly beaten by strikers in Lansford.

*August 27.*—Two trolley poles, on the Summit Hill grade, were sawed off. Two trolley poles between Lansford and Coaldale were dynamited. The rails on the grade east of Coaldale were greased.

*August 27.*—A bullet was fired by strikers into the house of W. C. Henry.

*August 28.*—A detachment of soldiers was sent to guard the house of Henry. They remained on duty the entire night.

*August 28.*—Strikers started two cars of sills down the Summit Hill grade. The cars derailed near No. 4 breaker and were completely wrecked. The lock and chain on a switch was taken off and thrown away.

*August 29.*—Strikers in early morning, at Lansford Opera House, jeered and hooted the soldiers. The soldiers making a charge on the strikers drove about forty of them into the opera house, many of them in their haste breaking windows to get in.

*August 29.*—John Kelly and Frank and John King, strikers, while insulting soldiers, were captured and put in the guardhouse.

*August 30.*—W. C. Henry, being surrounded by a mob, drew his revolver to defend himself.

*September 4.*—The trolley track to car barn was blocked with stones, sills and beer kegs, requiring ten minutes to clear away the obstructions.

*September 12.*—A Hungarian, working at No. 4, was caught by strikers near Lansford shops and terribly beaten about the head. In a semiconscious state, he wan-

dered to the camp at Manila Grove, where the soldiers dressed his wounds. Two other Hungarians were assaulted by strikers in Lansford and badly beaten.

*September 13.*—Through the accidental discharge of a carbine, a Hungarian laborer was killed at No. 4 colliery.

*September 16.*—The behavior of the strikers, who interfered with the funeral of the Hungarian accidentally killed at Colliery No. 4, which took place from his boarding house on West Bertsch street, Lansford, was most disgraceful. They held up the funeral for an hour and a quarter, insulting the preacher of the Lutheran Church, to which the Hungarian belonged, while conducting the services, and threatening the pallbearers with severe punishment if they attempted to remove the corpse from the house. At the graveyard a mob of about 1,000 gathered to hoot and jeer, and when the grave was partly filled up desecrated it.

*September 17.*—Thomas Richards, serving as a coal and iron policeman, in order to escape neighbors who were persecuting him and his family, moved to a quieter part of Lansford. His moving was greatly interfered with by the strikers.

*September 18.*—Charles Loftus, another coal and iron policeman, while moving to another part of town was interfered with by the strikers. His family were offered all sorts of insults. By hooting, jeering, and dancing around the wagon, and by prodding the team of mules, they caused a runaway, with the result that a piano on the wagon was dumped off onto the street and badly damaged. Not satisfied with this, they further damaged the piano by throwing stones at it.

*September 27.*—Strikers surrounded the house of John Hunsicker, living at Summit Hill, and to keep him from going to work threw stones at the house, breaking in the windows. A detachment of soldiers was sent to protect him on his way to work.

*September 20.*—Archie and James McMichael, while taking a boy to work at Lansford shops, were surrounded by a mob of strikers, who were throwing stones. Archie McMichael with his revolver dispersed the mob.

*September 30.*—W. C. Henry to have peace was obliged to move out of his own house into one he rented in the East Ward of Lansford.

*September 30.*—Crowds of strikers congregated at the corner of Bertsch and Center streets and the corner of Ridge and Center streets, Lansford, waiting to interfere with workmen going home from work, were dispersed by soldiers sent for that purpose.

*October 1.*—A train of coal cars was derailed at No. 9 switch. The strikers learning of the derailment assembled in large numbers, and in various ways interfered with the railroad men in getting the cars on the track. The mob became so violent that a detachment of soldiers was called for to disperse it.

Mrs. Bristricke was cook in the No. 10 stockade during the strike. Before going to the stockade she lived with Mike Nickles, and left all her belongings in his house excepting what she needed at the colliery. Nickles and his wife also took work at the colliery and while so employed locked up their house. Upon their return from the colliery, they found their home had been entered, and the contents destroyed. The legs of beds and tables were sawed off, trunks were broken beyond repair to get at the contents, the bedding was ripped to pieces, and the clothing belonging to Nickles and family, Mrs. Bristricke, and several other boarders at work in the stockades maliciously destroyed. The sleeves of coats and legs of trousers were cut off, skirts torn apart, furs cut to pieces, and portions of all burned up by building a fire in the middle of one of the rooms on the first floor, which burned a large hole in the floor.

To protect property and workmen, to keep the pumps running, and to load and prepare coal, 323 men were kept in stockades, and boarded and lodged. The greater number of these men did not get away from the stockades for months.

In addition to the above, there were five cases of kidnaping, many riots, many cases of assault and battery, and any number of cases of intimidation.

## ANSWER OF G. B. MARKLE &amp; CO.

*To the members of the Anthracite Strike Commission, appointed by the President of the United States:*

The firm of G. B. Markle & Co., by John Markle, managing partner, respectfully submits the following answer to the demands of the mine workers:

FIRST. The original firm of G. B. Markle & Co. was organized in 1858, and composed of George B. Markle, Ario Pardee, J. Gillingham Fell, and Gen. William Lilly. It has been renewed from time to time, some of the partners retiring and others taking their places. Since November, 1880, I have been in charge, upon the ground, of the mining interests of the firm, and have directed its policy, and am immediately responsible for the conduct of its business. The present firm was formed on December 30, 1889, for the purpose of mining coal upon lands held by the firm under lease from the Union Improvement Company, for thirty years from January 1, 1890, and from the Highland Coal Company for thirty years from January 1, 1892. The mines are situated at or near Jeddo, and the firm operates the following collieries, viz., Jeddo No. 4, Highland No. 2, and Highland No. 5. As a condition of the last leases, the lessors insisted that the Ebervale Mine, which had been drowned out, should be included in the lease, and, for the purpose of drainage, it was necessary to construct the Jeddo Tunnel, which is about 5 miles in length, and discharges into the Little Nescopee, in Butler Valley. This tunnel drains substantially all of the mines, excepting Highland No. 2, and but little pumping is necessary.

The firm employs about 2,400 men, and many of its employees reside in the villages of Freeland, about 2 miles distant, and Hazleton, about 7 miles distant from Jeddo. There is trolley connection from some sections of the property to Hazleton, and from Jeddo No. 4 to Freeland. The lessees erected and own all the improvements upon the property, including breakers, stores, shops, and tenement houses. The dwelling houses had always been kept in ordinary repair, but after the renewal of the leases in 1890 and 1892, steps were taken to improve their character and condition. The houses were sided, painted, the roofs renewed, chimneys and cellars built, summer kitchens erected, and enlargements made where practicable and necessary by reason of the size of the family. The rentals were not increased, except where the houses were enlarged or special facilities provided. Water tanks were built and pipe lines laid through the villages and hydrants attached. About 1896 a board of health was established in Jeddo, and the general outside superintendent of the firm was appointed deputy health inspector, and every necessary precaution taken.

SECOND. From the time of my first connection with the business, in 1880, there have always been a resident physician and assistant physicians upon the property, down until recently, with the exception of a short interval. The firm selected the head physician, who chose his assistants, and we collected 75 cents a month for the married men and 50 cents a month for the single men over 21, and the amount collected was paid over to the physician without charge or deduction therefor. This was in accordance with the custom which prevailed universally at that time throughout that mining region. Upon one occasion some

difficulty arose, and the firm discontinued making the collections, but the collections were subsequently resumed, and were continued down until the strike, in May, 1902. This arrangement was not compulsory upon the men or families, and no deduction was made from anyone after notice to the contrary. The resident physician was always a competent and trustworthy person, and commanded a good practice outside of the property. The only object which the firm had in view was to insure to its employees the services of a competent doctor, and in fact, those who were temporarily unable to pay, received the same care and attention as others.

Under the act of assembly of 1901, a tax of 25 per cent was imposed upon collections for the company physicians, and they were notified that these collections would not be continued, but, being advised that the act was unconstitutional, they authorized the amount of the tax to be retained, and the amount so deducted is still held, subject to the final disposition of the supreme court.

At the request of the men, the firm retained the amount of the subscriptions which had been agreed upon between them and their church, and paid the same over to the priests, the latter having left with the clerk a list of the names and the amount each man had agreed to pay, as the men thought that it was easier to pay their church dues in this way than to carry them to church. This was done without charge, solely for the accommodation of the priests and their parishioners.

In the early part of 1898 my wife employed, at her own expense, a trained nurse to look after the sick, and later, when this nurse retired, another nurse from St. Luke's Hospital in Bethlehem took her place, who introduced the system of district nursing in the borough of Jeddo and in the neighboring villages. As the results were highly satisfactory to the families in the firm's employ, the firm joined in the payment of the expenses, and two additional nurses were employed, and all three gave their services to the families of the employees without charge. These nurses reported as to the cases in which patients should be sent to the hospital for treatment, and looked generally after the sanitary conditions of the homes of the workmen. They were also directed to report as to all cases where help was needed, and it was also the duty of the general storekeeper to visit those who were reported to be in need, and to use his own judgment and to give them such credit as he thought proper. Just prior to the strike of 1902, it was brought to our notice that it was reported among the men that the nurses were friends of the firm, and were employed to spy upon the people and carry tales to the general superintendent. This was absolutely untrue, but in view of these reports and of the feeling which then developed, it was determined to give up the employment of the nurses, and they are no longer in service.

THIRD. Stores for the sale of general merchandise and of miners' supplies have always been maintained upon the property, and have been and are an accommodation to the men and their families. The men have never been required to deal there, and have always been paid on pay day the amounts due them in cash, so that those who preferred to deal elsewhere were always given the amounts due them in money on the day it was due. As competitive stores have always been maintained in Hazleton and Freeland, and their delivery wagons drive almost daily through the properties, it would not have been possible, even if it had been desired, to charge, on the average, higher prices

than were charged elsewhere for the same class of goods; but in fact, although many of the employees reside in Hazleton and in Freeland, they have preferred to deal with the stores of the firm, and outside parties have also found it to their interest to trade there. These stores have further been of advantage to the men, as it has been the custom to allow them a reasonable credit when working on short time, or when the mines were closed down. After the passage of the store bill tax law of 1901, we discontinued the credit system, but in 1902, at the request of some of our employees, we introduced a credit system which is working satisfactorily.

FOURTH. For some years the men have maintained a funeral fund, authorizing us to deduct 50 cents from each member when any one of their number died. In all cases of death, resulting from accident in the mines, the firm contributed, and for some years the contribution has been \$50 in each case, upon condition that only the men in the particular mine should come out to the funeral, and that they should remain at work until noon of the day of the funeral. Since the strike of 1900, and the men have joined the United Mine Workers, the men have failed to observe the condition, but the firm has continued to make its contribution of \$50. If the men who were absolute strangers to the deceased would stay at work, instead of spending the day in idleness, and devote even half of their earnings to the relief of the family, a sufficient fund would be provided.

FIFTH. By the terms of the coal leases, G. B. Markle & Co. are required to pay all the taxes upon the property. The taxes paid by the coal operators constitute the largest portion of the taxes collected in the county, and the public schools are well housed and well provided with teachers and all proper appurtenances. In the fall of 1897 a second teacher was found to be necessary in Jeddo, and as the fund allotted to that district was not sufficient to support two teachers, the firm made up the balance of their salaries. In addition to the public schools, there are also parish schools near the property.

In 1890 a house in the village of Japan was leased at the nominal rent of 1 cent per day (so as to establish the relation of landlord and tenant) to a club composed of young men, which had been instituted for educational and social advancement. In 1898 a large clubhouse, heated by steam, was built by the firm at Japan, and a similar clubhouse at Oakdale, which clubhouses were turned over at a rental of 1 cent per day. In 1899 dwelling houses for club purposes were assigned on the same terms in Highland and Ebervale, and a library was started in the new Jeddo boarding house, and is open to the employees residing in Jeddo.

SIXTH. The mines of the company, except Highland No. 2, are drained by the Jeddo tunnel and the full standard of fresh air supply, as required by the mining laws of the State, has at all times been maintained, and the regular weekly measurements of air, as required by law, have been duly forwarded to the mine inspector of the district. Complaints made have been investigated, and wherever possible remedied. Reference may be made to the official reports of the mine inspector, and particularly to the published report on page 243 of the Department of Internal Affairs, Part V, 1901, which gives the air measurements as reported to him. It must be obvious to every person of common sense that self-interest would always prompt the mine owner to keep the mines in a condition of safety, and the real value of the very admirable and complete code of legislation upon this sub-

ject consists in the fact that it fixes the standard which the observation and experience of mining experts have determined to be reasonable and proper, as accidents from explosions were generally due in former years to lack of knowledge rather than to willful neglect.

SEVENTH. From 1880, when I took charge, down to 1900, except during the strikes of 1884, 1885, and 1887, the relations existing between the firm and its representatives and the men were, with few exceptions, of a friendly character. In 1885 a local strike, lasting three months, occurred, by reason of a difficulty with two of the miners at one of the collieries. When the men returned to work they signed an agreement containing a clause whereby they and the firm agreed to settle differences that might arise by arbitration, to be conducted as therein specified. This was not a part of or attached to any lease, as testified by James Gallagher, but was always a separate and distinct paper. A sliding scale basis of labor had been agreed upon in 1875, and had been generally in force from that time in the Lehigh region. The agreement embodied this sliding scale provision, together with an arbitration clause, and all the employees signed before returning to work. In 1887 Mr. Powderly, as president of the Knights of Labor, appeared, and succeeded in inducing our men to break the agreement and quit work. The strike lasted six months, and the men having returned to work without any of their demands having been granted, we insisted upon their signing the same agreement, and all of them did become parties to it before returning to work in the spring of 1888.

In the autumn of 1897 a strike occurred in the Lehigh region, but some of the collieries, in addition to those of our firm, continued at work. This was the strike which culminated in the Lattimer riots. Upon September 13, 1897, the following statement was presented by a committee:

JEDDO, PA., September 13, 1897.

At a meeting of the workmen of Jeddo, held at the Japan schoolhouse on the evening of the above date, the following resolutions were adopted:

- "Resolved, That the stripping men demand an increase of 25 cents.
- "Resolved, That we demand a reduction of 70 cents per keg on powder.
- "Resolved, That we demand a semimonthly pay.
- "Resolved, That purchasing from the company's butcher and company store be optional.
- "Resolved, That we demand a reduction of \$1 on coal per load.
- "Resolved, That men carrying props over 30 yards be paid 75 cents per prop.
- "Resolved, That we be paid yardage on robbing a pillar, the same as in a breast.
- "Resolved, That company fix chutes, batteries, etc., in readiness to rob a breast.
- "Resolved, That door boys be paid 75 cents per day; patchers, \$1; single-mule drivers, \$1.25; two-mule drivers, \$1.45; company miners, \$2.10; slate-picker boys, beginners, 50 cents; slate pickers, old men, \$1; jig runners and those employed repairing screens, etc., \$1.15; laborers, \$1.75; 3-mule drivers, \$1.75; bottom hitchers, \$2.10; bottom drivers and runners, \$1.90.
- "Resolved, That platform men be paid the same wages when working around the breaker on idle days as on the days that the breaker works.
- "Resolved, That the Hungarian board bills be not collected through the office.
- "Resolved, That the men who came out to attend the funerals of the men who met death at Lattimer the 10th instant, be not discharged.
- "Resolved, That we give the company ten days' notice from date."

COMMITTEE.

On September 22, 1897, the following answer was made:

(Copy.)

JEDDO, PA., September 22, 1897.

To the Committee:

One of the conditions of the agreement between our employees and ourselves stipulates that under no consideration will they enter into a strike but that any difficul-

ties they may have with us are to be settled by arbitration. Our answers to your resolutions submitted under date of September 13 are, therefore, upon request from you subject to arbitration.

1. You ask: That door boys be paid 75 cents per day; patchers, \$1; single-mule drivers, \$1.25; two-mule drivers, \$1.45; three-mule drivers, \$1.75; company miners, \$2.10; laborers, \$1.75; bottom hitchers, \$2.10; bottom drivers and runners, \$1.90.

Our answer is: Under the agreement between us the wages of the above classes of labor are on the Lehigh sliding scale basis, in accordance with which we are now paying.

2. You ask: That men carrying props over 30 yards be paid 75 cents per prop; that you be paid yardage in robbing a pillar the same as in a breast; that the company fix chutes, batteries etc. in readiness to rob breasts.

Our answer is: We can not change our present system.

3. You ask: That stripping men be paid an increase of 25 cents; that slate picker boys, beginners; be paid 50 cents per day; that slate pickers, old men, be paid \$1 per day; that jig runners and those employed repairing screens be paid \$1.15 per day.

Our answer is: For this and all other classes of labor in and around the breaker or elsewhere we will pay the average wages of the Lehigh region.

4. You ask: A reduction of 70 cents per keg on powder and a reduction of \$1 per load on coal.

Our answer is: No change in the price of coal or of powder will be made.

5. You ask: For semimonthly pay.

Our notice to our men under date of July 13, 1893, provided—"Payments semimonthly will be made to such employees as demand it."

Accordingly, those desiring their pay semimonthly will give notice at our office.

6. You ask: That purchasing from the company's butcher and company store be optional.

Our answer is: Purchasing from the company butcher and company store has always been and is optional.

7. You ask: That platform men be paid the same wages when working around the breaker on idle days as on the days the breaker works.

Our answer is: Different occupations command different wages and men will be paid according to the class of work at which they are employed.

8. You ask: That Hungarian board bills be not collected through the office.

Our answer is: It is our rule that board shall be collected through the office. We can not make any exceptions.

9. You ask: That the men who came out to attend the funerals of the men who met death at Lattimer on the 10th instant be not discharged.

Our answer is: No men will be discharged for the above cause.

No further communication was received from the men, and without asking for the arbitration which was tendered, they continued at work, without further interruption, until the year 1900. During the latter part of that year a strike was ordered by the United Mine Workers, which began in the northern coal field, and subsequently, with few exceptions, the men throughout the entire anthracite field came out.

United Mine Workers came to our property on a Sunday afternoon in September, 1900, with a band of music and endeavored to gather our men together to talk to them and urge them to become members of the United Mine Workers of America. The great majority of our men paid no attention to these agitators, but they had a meeting and selected a committee, who prepared a set of grievances and submitted the same, and gave us ten days in which to answer, stating that they would continue to work. Meanwhile, John Mitchell made his headquarters at Hazleton, and made strenuous efforts to coax or coerce our men into joining the United Mine Workers.

Upon the 14th day of September, 1900, a committee appeared and presented the following statement of grievances:

(Copy.)

JEDDO, PA., September 14, 1900.

At a meeting held by the employees of G. B. M. & Co., the following grievances were adopted to place before you for consideration by the following men—James Bot-

toms, Theodore Wackley, Thos. Boyle, Thos. Elliott, George Sweet, Frank Ray, Henry Shovlin, David Renshaw, John Brannigan.

"Grievance No. 1. That we receive our pay every two weeks.

"No. 2. That the drivers be paid every hour they work.

"No. 3. That all miners robbing receive pay for all dead work.

"No. 4. That when the slope is in condition to hoist, that all men waiting to get up should be hoisted at once.

"5. That the powder be reduced to as low a figure as possible.

"6. That for every prop over 6 feet 75 cents shall be paid, and all props under 6 feet 50 cents shall be paid.

"No. 7. That all engineers be paid by the hour at the same price as at present.

"No. 8. That a tool and powder car be placed at every slope in the morning, and at 4 o'clock, for to take the same down and up.

"No. 9. That the powder be delivered at No. 1 Highland, instead of having to carry it from No. 2, and that a powder house be placed at the east end for the contract miners.

"No. 10. That any employees getting \$1.50 per day be advanced 5 per cent and under that figure be advanced 10 per cent.

"Resolved, That we give you ten days for to consider the same and we to remain at work in the meantime."

I commended them for dealing directly with the firm, and assured them that if our answer was not satisfactory, we would submit to arbitration. Pending our reply, our men were told by agents of the United Mine Workers that we would not keep our agreement, and I was informed that John Mitchell had argued that we were not sincere in offering to submit to arbitration. Father Phillips (now deceased), a priest who had been long stationed at Hazleton, and with whom I had held no communication for years, asked me if I would agree to accept Archbishop Ryan as a third arbitrator, if it met with the approval of the employees, as the statement had been made that no third arbitrator could or would be agreed upon. I answered, "Unquestionably; if our employees are satisfied, I will very gladly accept so eminent a man as Archbishop Ryan for the third arbitrator."

Some of the committee had asked me if I would be willing to meet all of our employees and make the same statement to them which I had made to the committee, to which I agreed, and a meeting was called for September 19, 1900, at 4 o'clock, at the schoolhouse at Japan, for the purpose of hearing my statement, and Father Phillips was also asked to be present.

The notice issued by the employees for the meeting appeared in the newspapers, giving the locality, and when I arrived at the meeting a large audience had already assembled, and John Mitchell was addressing them. Some of our men wanted to know whether they should not throw him off the platform. I replied, "No, men; be patient and hear what he has to say." In the course of his speech John Mitchell said substantially and in pleading tones: "I ask you, for the sake of your downtrodden and struggling fellow-workmen, who do not enjoy such advantages as you possess, to go on strike and to help win their battle. The few must suffer for the many."

When he had finished, one of his attendants moved an adjournment, but our men refused to leave, and gave me a respectful hearing. I said to them that if there was any question as to whether or not we were sincere in our arbitration agreement, this was their opportunity to test us. Father Phillips followed me, telling the story of his interview with me, and cautioned them against breaking the solemn contract they had made with the firm, which contract the firm was loyally keeping. In substance, he said that the greatest blow they could give organized labor would be the breaking of this arbitration agreement.

A report of the proceedings of this meeting which appeared in the Public Ledger of September 20, 1900, is appended hereto.

Our men determined to continue at work, and on September 24, 1900, we made the following reply to their statement of grievances:

(Copy.)

JEDDO, PA., September 24, 1900.

MESSEURS. JAMES BOTTOM, THOS. ELLIOTT, HENRY SHOVELIN, THEODORE WACKLEY, GEORGE SWEET, DAVID RENSHAW, THOMAS BOYLE, FRANK RAY, JOHN BRANNIGAN, *Committee of the Employees of G. B. Markle & Co.*

MEN: Believing that arbitration was the proper method of settling all differences between employers and employees, as far back as 1885 an arbitration clause was embodied in the agreement with our men which is as follows:

"We further agree that under no consideration will we enter into a strike. Any difficulties we may have with our employers are to be settled by arbitration, viz.: by our choosing a competent man and their choosing one, and if these two men can not agree, these two must choose the third, and their decision, or a decision of a majority of them to be binding. It is further agreed that we will not be governed by any labor association in settling any difficulties while in the employment of G. B. Markle & Co."

At this time, when the answers to your grievances are due, we find a number of men absent from work. Of these, some advise us they are restrained from working through fear, while others, we know, have allied themselves with labor organizations. Under these circumstances, we could, we believe, in perfect good faith, announce that our arbitration agreement was at an end, but we do not feel that men who regard their pledges as sacred should be dishonored through breach of faith by others. Our answers to the grievances are given with the understanding that only those who are working to-day have the right to act upon them and with the further understanding that their action shall be binding upon us. Those identified with labor organizations having by that affiliation disqualified themselves from acting under our arbitration agreement, are not entitled to vote. Those who are deterred from work by conditions for which we are not responsible must be considered as in a state of voluntary suspension, and their votes also must be excluded.

It is our earnest endeavor to advance the welfare of our employees wherever possible. This course, we believe, we have followed in the past and we assure you the past can be regarded as a precedent for the future.

The question having arisen as to the possibility of failure on the part of the two arbitrators chosen under our mutual contract, to agree on the third arbitrator, we have expressed our willingness, which we again confirm, that, if they can not agree, Archbishop Ryan, of Philadelphia, if agreeable to you, shall act in that capacity. We also agree that if any changes be made as the result of arbitration, they shall be effective as of date September 15, 1900, that being the date upon which the committee waited upon us.

Our answers to your grievances are hereinafter set forth in the order of their submission.

*Grievance No. 1.*—"That we receive our pay every two weeks."

*Our answer is:* In 1897, when you submitted a list of grievances, among others asking for a return to semimonthly pay, we answered by stating that at the time of our resuming monthly payments, viz, July, 1893, we posted notices on our bulletin boards advising you that all who desired to be paid semimonthly should give notice at our pay window and they would be paid accordingly. We found while we were paying semimonthly that many of our employees did not call for their wages on the pay day covering the first half of the month and this became so general we abandoned the system. We have also found that many of the wives of our men preferred monthly payment and also some men who said when they received their payments monthly, being larger sums than if received semimonthly, they were more inclined to save. Our experience has been that after pay day some of our men have been absent from work and when asked the reason frankly confessed they had been drinking too much. From July, 1893, up to the present time, with the exception of the grievance filed in 1897, no request has been preferred by any of our employees for semimonthly pay. The question therefore arises is it to the benefit of all to have semimonthly payments? If, after mature deliberation, you decide it is, we will resume semimonthly payments for all our employees.

*Grievance No. 2.*—"That the drivers be paid every hour they work."

*Our answer is:* The rate of wages paid to drivers in vogue on this property for years is based upon service from 7 a. m. to 6 p. m., in addition to the harnessing of their

mules in the morning and the unharnessing and return of them to the stable at night. It has also been our custom, and we believe this happens a large majority of the time, that the drivers are through with their work at 5 o'clock, or shortly after, in which case they have been considered as working a full day and have received full compensation.

*Grievance No. 3.*—"That all miners robbing receive pay for all dead work."

*Our answer is:* As explained to us this grievance refers to buggy roads; the rule applicable to buggy roads in breasts will be applied to robbing.

*Grievance No. 4.*—"That when the slope is in condition to hoist, that all men waiting to get up should be hoisted at once."

*Our answer is:* It is explained to us that this grievance refers particularly to the use of the slope on idle days and when the men who have been engaged in repairing the slope have left their work temporarily or else have finished their work and have failed to release the car. This will be remedied.

*Grievance No. 5.*—"That the powder be reduced to as low a figure as possible."

*Our answer is:* As the price we are now charging, viz., \$2.70 per keg, appears to you to be excessive we ask arbitration so that this question may be finally settled.

*Grievance No. 6.*—"That for every prop over 6 feet, 75 cents shall be paid, and all props under 6 feet, 50 cents shall be paid."

*Our answer is:* Our attention, a few days before the submitting of your grievances, was directed to this matter and we had arranged to make the following prices, effective from September 1, at all our collieries:—

Props 8 feet and under 25 cents. Props 12 feet and over 8 feet, 39 cents. Props over 12 feet, 64 cents.

*Grievance No. 7.*—"That all engineers be paid by the hour at the same price as at present."

*Our answer is:* Engineers have always been paid by the month and are employed during idle time upon repair or other work and when we are working short days, as is frequently the case, they have rendered less than ten hours' service. In general, however, we desire to say that engineers are employed by the month and their occupation implies they must give attention to their engines outside of hauling coal and empty cars. We believe the present rule should be continued.

*Grievance No. 8.*—"That a tool and powder car be placed at every slope in the morning, and at 4 o'clock for to take the same down and up."

*Our answer is:* It is a rule of this company that under no consideration should dynamite be lowered into the mines unless in a separate car provided for that purpose. If this refers to black powder we will be glad to take up the matter with our miners at our various slopes and arrange a plan to meet their views if possible. In reference to tools we have had so much trouble and complaints from our miners losing tools in and about the mines that if you can suggest a feasible plan which will overcome these difficulties we shall be very glad, indeed, to comply with your request.

*Grievance No. 9.*—"That the powder be delivered at No. 1 Highland instead of having to carry it from No. 2, and that a powder house be placed at the east end for the contract miners."

*Our answer is:* We will arrange to erect a powder house at Highland No. 1 as soon as possible. As to the powder house at the east end, and we understand that by the "east end" is meant the east end of Jeddo No. 4 Basin, we will arrange to erect a powder house at this point to accommodate our men.

*Grievance No. 10.*—"That any employees getting \$1.50 per day be advanced 5 per cent and under that figure be advanced 10 per cent."

*Our answer is:* We understand by this grievance that you request that any employees receiving \$1.50 per day be advanced 5 per cent and under that figure 10 per cent. The sliding scale which is embodied in our agreement, has governed wages since its adoption, and, notwithstanding increased cost in the production and preparation of coal, has remained the same. In times past we have heard little, if any, complaint of the rates of wages, but rather, of the number of days worked each month. During 1899 and thus far this year the number of days worked largely exceed previous years and reference to our pay rolls and the earnings of our men, to our minds, justify the basis on which our men have been paid. Since December, 1899, there has been an advance of 6 per cent on the basis and since February 1, 1900, the rates of wages paid our men have been higher than at any time since January 1, 1885. We can not grant the request.

*In conclusion:* We desire to state that we will be glad to have an expression of your final deliberations on these answers that are herewith submitted so that no delay will occur in taking those questions to arbitration that you so desire and getting a decision at an early date as possible.

Yours truly,

JNO. MARKLE,  
Managing Partner.

Upon September 26, 1900, we received the following answer:

(Copy.)

JEDDO, PA., September 26, 1900.

At a meeting of the employees of G. B. Markle & Co., the following business was transacted. Wm. Butler was nominated and elected chairman, and Andrew Oliver as secretary. The answer of Markle & Co. was read and acted upon.

Grievance No. 1. The men want semi-monthly pay.

No. 2. We want arbitration.

No. 3. We want arbitration.

No. 4. Accepted.

No. 5. Arbitration.

No. 6. Arbitration.

No. 7. Accepted.

No. 8. That a committee be appointed to settle the question.

No. 9. Accepted.

No. 10. Arbitration.

On motion that Highland No. 5 and Jeddo No. 4, No. 1 and 2 Highland be unanimous on settling by arbitration.

The motion was carried unanimously that the committee should select the arbitrator.

On motion that G. B. Markle & Co., deduct from the pay of each family that return to work their quota for the payment of the arbitrator selected by the men. Motion carried.

That the arbitrators settle these grievances as soon as possible.

ANDREW OLIVER, Secretary.  
WM. BUTLER, President.

The committee agreed at the meeting that all will work on, if not the agreement is broken.

HY. DEISENROTH, and Others.

As a result we told the committee to proceed to the selection of an arbitrator, but it appeared that they were unable to find one satisfactory to themselves, and our men gradually stopped working, until, on September 29, 1900, the committee appeared, and after discussing the question, made the following report:

JEDDO, PA., September 29, 1900.

We the undersigned committee of employees of G. B. Markle & Co., appointed to arrange for arbitration under the agreement between the company and the men do report that the agreement is broken by the employees.

ED. WINWOOD, and Others.

Immediately thereafter the following notice was posted on our bulletin boards:

(Copy.)

NOTICE TO EMPLOYEES OF G. B. MARKLE & CO.

JEDDO, PA., September 29, 1900.

The following report has been received:

JEDDO, PA., September 29, 1900.

We, the undersigned, committee of employees of G. B. Markle & Co., appointed to arrange for arbitration under the agreement between the company and the men do report that the agreement is broken by the employees.

ED. WINWOOD, and Others.

In accordance therewith we announce the contract heretofore existing between our employees and ourselves is at an end.

We will start up all our collieries on Monday, October 1, and afford any of our employees an opportunity to work so long as our collieries are sufficiently manned to operate them to our satisfaction.

The present rate of wages will continue until further notice.

JNO. MARKLE,  
Managing Partner.

We continued to work with a reduced force, but were obliged to protect our men by the employment of deputy policemen.

Upon the 27th of October, 1900, the committee came to us with the following request:

(Copy.)

JEDDO, PA., October 27, 1900.

We, a committee of the employees of G. B. Markle & Co., hereby ask your favorable consideration of the following changes in wages and powder prices:

(1.) We ask that you adjust the rates of wages so as to pay the contract miners on and after October 29, 1900, a net increase of 10 per cent on the wages paid in the month of September, 1900.

In adjusting the above wages we ask that black powder be sold the miners for \$1.50 per keg and that the difference between this rate and the old rate of powder shall be taken into the question in figuring the advance of 10 per cent noted above for this class of labor.

(2.) To all day, weekly and monthly men in and about the collieries you will pay an increase of 10 per cent over the rate of wages paid in the month of September, 1900.

(3.) You will abolish the sliding scale heretofore used in calculating our wages.

(4.) You will agree that the above wages and powder price will remain in force until April 1, 1901.

(5.) You will take up with your employees any grievances which they may hereafter submit.

To this we answered as follows:

JEDDO, PA., October 27, 1900.

MESSEYS. CHARLES HELFERTY, THOMAS GALLAGHER, PATRICK KENNEDY, GEORGE YOUNG, WM. WESKEVCH, PETER J. GALLAGHER, THOMAS GALLAGHER, *Committee.*

MEN: We beg to acknowledge receipt of the following written requests:

"JEDDO, PA., October 27, 1900.

"We, a committee of the employees of G. B. Markle & Co., hereby ask your favorable consideration of the following changes in wages and powder prices:

"(1.) We ask that you adjust the rates of wages so as to pay the contract miners on and after October 2, 1900, a net increase of 10 per cent on the wages paid in the month of September, 1900.

"In adjusting the above wages we ask that black powder be sold the miners for \$1.50 per keg and that the difference between this rate and the old rate of powder shall be taken into the question in figuring the advance of 10 per cent noted above for this class of labor.

"(2.) To all day, weekly and monthly men in and about the collieries you will pay an increase of 10 per cent over the rate of wages paid in the month of September, 1900.

"(3.) You will abolish the sliding scale heretofore used in calculating our wages.

"(4.) You will agree that the above wages and powder price will remain in force until April 1, 1901.

"(5.) You will take up with your employees any grievances which they may hereafter submit."

In reply we desire to state that we hereby grant all the above requests.

JNO. MARKLE,  
*Managing Partner.*

In pursuance of the settlement thus made, work was resumed October 29, 1900, and shortly thereafter our men generally were bullied or cajoled into joining the United Mine Workers.

EIGHTH. From that time until the strike was ordered in May last, the conditions of labor in our mines were altogether unsatisfactory. Some men who were by nature discontented and insubordinate were always engaged in trying to make trouble and to stir up dissatisfaction and disobedience, and the old relations of confidence and friendship which had existed between the men and the officials in charge of the business and the miners were to a great extent destroyed. This has

been a most serious injury to the men themselves, as the influence of the union tends to induce them to regard themselves in an attitude of antagonism to their employers and to root out any sense of a common interest in the business, thus making them disaffected and hostile, and depriving them of any interest in their work for the work's sake. What they do becomes in this way a disagreeable task, which is only performed unwillingly for the wages to be received. Nothing could do more to deprive our men of any sense of satisfaction in their work, and in this state of mind it is easy for the union officials to persuade them that they are very badly abused. Assuming that these officials are men of the average sort, and even superior to the common run of politicians as portrayed in the newspapers of the day, they are always subject to the temptation that in order to show a reason for the existence of the union and the payment of dues, they must be doing something, and it is by keeping the men stirred up and discontented and excited that they can best retain their hold upon them. Whether they did, in reality yield to these considerations I can not assert as a fact, but it is true that our men were less efficient, more given to grumbling, and more insubordinate and regardless of their duty after 1900 than ever before. It was not uncommon, when an order was given by a mine boss, that it should be disobeyed. As a rule, the men worked less hours and produced less coal when they were working than before the increase in wages.

Between 1900 and 1902 many requests were made for the correction of alleged grievances, which were all taken up and considered and acted upon; but neither individually nor collectively, orally or in writing, did the men make any complaint in reference to the method of collecting the dues for the doctors or the priests; nor was our attention called to any defect in respect to ventilation; or unfair treatment at the store; nor as to the size of the cars; nor as to the slope cleaning; or the docking, until April, 1902; and we had every reason to believe that, taken as a whole, the men were entirely satisfied with the conditions of their employment. It may be worth mentioning that the estimate given of the amounts of the slope cleanings was absurdly exaggerated, as an examination of the records shows that it averages less than 1 car in 300 hoisted.

The mining law of the State, and the ruling of the inspectors, make miners responsible for the safety of their laborers, and we endeavored to insist that they should remain in the breasts until 5 o'clock, unless excused. From the middle of 1900 down to the beginning of the last strike, we were unable to compel obedience to this rule, and contract miners left the mines when they saw fit, often leaving their laborers behind them.

NINTH. In the course of the hearings at Scranton, complaint was made of the size of the cars, but in reality the size has not been changed, as will be proved by the testimony of the builders, who will be produced. It was also alleged that the docking was excessive, but the accountant will testify that it was less than 2 per cent. Objection was also made that the full 10 per cent advance was not given. The manner in which this advance was computed was repeatedly explained to the men, and it will be shown by the expert accountant that it was correctly calculated.

TENTH. When I first went to the property in 1880, Jeddo was already connected by railroad with the rest of the country, and anyone dis-

satisfied could find transportation to any point of the United States to which he desired to go. It has been suggested that it was the practice of the coal operators to bring surplus labor into the region, and to keep men there in excess of the number really required, in order to keep down wages. This theory must have been evolved by some youthful professor from the depths of his own internal consciousness. At all events, nothing of the kind occurred upon the property of our firm. On the contrary, during the time when we were only able to work a part of the week, owing to the condition of the market or otherwise, we kept down the number of miners, so that they could work as many days as possible, and took our men from one breaker to another, working them alternately. Peter G. Gallagher, in answer to the question: "Did you work full time every month?" says (pp. 1924-1925): "Well, under that company we were working half pitches, and we could work days that the breaker would not work, and prepare coal for days which the breaker would work. Then, if we would get in a number of cars, we were prepared to load them when the breaker did work. Of course, the breaker was only working two or three days a week, but we could load extra cars when the breaker would run."

During the year 1901 we were able to run more continuously than in former years, and it appears that in spite of many unnecessary holidays that were taken, contract miners were able to make large earnings. The annexed statement shows the earnings of six of the largest earners, including Frank Ray, who appeared before the Commission and testified at Scranton, and one of the men not taken back. The second list was made up by the bookkeeper to show the contract miners who made the next highest earnings, and those who made the lowest, giving an average of \$826.48. The individual net earnings of every contract miner will appear on the statement of amounts to be submitted.

ELEVENTH. Under date of February 16, 1902, the men made the following complaint:

"3. After hearing the reports of the different committees we find that in every case your bosses are making statements to serve their own interest best, and as there is many of our men are being treated unjustly by them hiring new hands in preference to the old employees, which we believe is unjust, therefore we respectfully ask that when the men and the bosses differ in regards to the different statements that the men and bosses have a hearing together before the superintendent and the committee."

On April 18, 1902, the following complaint was received:

(Copy.)

JEDDO, PA., April 18, 1902.

Mr. W. H. SMITH, Supt. G. B. MARKLE & Co., Jeddo, Pa.

DEAR SIR: At a meeting of the employees of G. B. Markle & Co. held at the Jeddo schoolhouse on the above date, we the undersigned committee, was appointed to present the following grievances.

1. Discharged men for loading slate in Wharton. It has been customary to load the bone in the Wharton, up until the present time. We believe this is a change in the system of working those places, and there should also be a change in prices for working those places if the gobbing of bone is to be insisted upon.

2. Whereas, as there has been three men discharged, viz., Joe Holman, Joe Leber, and John Switze, for loading slate, and as those men stated that they have cleaned their coal, as they did heretofore, we see no good reasons, why those men were discharged, and we ask that those men be reinstated, pending an investigation.

3. Whereas, in our opinion the cars, is sufficiently large to allow over and above the amount of refuse loaded by the men to warrant no dockage.

4. We, the employees of the aforesaid company, having been notified to load our cars up and top our cars, we insist on knowing how much topping is expected to be on our cars leaving our places of work.

5. And whereas, the following men, viz., Mike Medvis, Andrew Hudock, Bernard Ward, John Demshock, Steve Ferris, Mike Whitske, John Eskay, John Rubuts, John Cosick, Jacob Yiasky, Andrew Cawarey, Mike Runyo, have been notified, and as we believe that the third notification is a dismissal we ask that all notifications in regard to loading slate, and light loading be abolished until there is a full and complete investigation made. These men state they have been notified to load heavier on top the cars.

COMMITTEE.

To which, under date of April 23, 1902, we answered as follows:

(Copy.)

JEDDO, PA., April 23, 1902.

MESSRS. CHARLES HELPFERTY, PAUL DUNLEAVY, DAN BRENNAN, JOHN SOCK, CHARLES KEENAN, A. J. CARLIS, JR., JOHN M. GALLAGHER, PETER LEMON, *Committee*,

DEAR SIR: The following are our answers to your communication of April 18.

1. There has been and is no docking for bone in the Wharton vein. If, however, it is intended to include under the term bone, the so-called "niggerhead," slate or slate interlaid with fine streaks of coal, these impurities are docked, as has heretofore been our custom.

2. John Switze was discharged because, after due warning, he said he would not clean his coal any better, and added, he didn't care whether he worked any more or not. He will not be reinstated.

Joe Holman and Joe Lieber, working partners, had ample warning. They promised at first interview to clean their coal better, then said they could not clean it better, and finally said they would clean their coal if they were given additional pay. When discharged, these men notified us we would be sorry and that they would give us trouble. Holman and Lieber will not be reinstated.

3. Your statement that the cars are sufficiently large to allow over and above the amount of refuse loaded by the men to warrant no dockage, could not be sustained. If this were true the amount of impurities would only be limited by the capacity of the car.

4. "Topping," as we understand the term, means the loading of lumps on top of car by hand. No such instructions have been given.

Cars must reach the bottom of the slopes loaded water-level full with coal properly cleaned. This has been the rule in times past and will be continued. That our employees understand this fact is proven by past experience and also by the fact that at present almost all the cars are loaded to our requirements but in so doing some employees are loading too much slate, rock, and refuse. This last condition has much improved lately at Jeddo No. 4, showing these men know and can, if they desire, load their cars properly.

We desire to avoid docking. To accomplish this, cars must be loaded in accordance with our rule. Men failing to do so, will be warned and if the offense is continued, they are liable to discharge.

5. Some of the men named we are unable to locate, but all men who have been twice notified and again load light cars or cars containing too much refuse are subject to discharge.

Our answer to the third paragraph of your communication of February 16 which we took under consideration is—

We can not see that any benefit can be derived from adopting the suggestion.

Further, we will exercise our discretion in the hiring of men and any employee who fails to comply with our rules, who disobeys orders, who is incompetent, or who does not give a fair day's work, must expect discharge.

Yours truly,

G. B. MARKLE & Co.,  
By W. H. SMITH, JR.,  
General Superintendent.

This state of affairs existed at the time of the declaration of the strike, on May 10. All of our employees who were engaged in and around the pumps and around boilers were asked, when the order came for them to cease work on June 2, if they would continue at their work. In a number of cases we were assured that they would be glad to do so, but felt that they would work at the risk of their lives, and in view of the raids made upon our property when working

through the strike of 1900, a policy of general inactivity was determined upon, and, taking advantage of the tunnel which drained our No. 4 and part of our No. 5 operations, we concluded to allow an inside slope at our No. 5 to fill up, also the bottom of No. 5 to fill up to a point where it would drain by the tunnel, and at Highland No. 1 and No. 2, which have no drainage connection, to allow the bottom workings to fill with water. At no place on our property were any steam plants in operation, save at the fresh-water plant which supplied the fresh water to the various villages. All our bosses and trusted employees who remained with us were sworn in and placed on duty as watchmen, so that our property was unique in this respect, that no work of any kind with reference to the pumping of water or mining of coal was attempted, and no foreign or imported guards were employed till October 3, when we began pumping at Highland No. 2. Notwithstanding this fact, even the employees whose sole occupation was to protect the property from fire or damage were more or less interfered with and were asked in many instances to stop work. At no time was there any serious trouble on our property, owing to the course determined upon and pursued by us. The conditions which prevailed in the coal regions generally were such as to absolutely destroy all regard for law and order and practically threatened the destruction of all rights and liberties of individuals. All I have said or have written upon this subject I believe to be absolutely true. During my sojourn at Jeddo I had information which led me to believe that many of the people who were then on strike would be only too glad if they could go to work, but the fact that they were threatened with bodily harm or that it was openly understood that if any man went to work to expect to have his house dynamited deterred them.

Indeed, we were informed from time to time that some of the men desired to resume work, but that these men were notified that if they did so, "They might as well order their coffins." We believe that those warnings were made seriously, and we did not think it right to expose the men to the dangers which they were sure to encounter if work was resumed. The names of those who were most active in making these threats were communicated in confidence to us.

TWELFTH. As we had not been parties to the correspondence under which the Anthracite Strike Commission was appointed and the strike declared off, we were not willing to permit our men to return to work without a distinct understanding that they would abide by the award to be made by the Commission. Notice was accordingly posted that those wishing to secure employment should call at the office and should bring with them the brass checks which they held. The notice read as follows:

JEDDO, Pa., October 22, 1902.

All men desiring to work for us are hereby notified to make application at our office at Jeddo, Pa., and bring with them the brass checks we had heretofore issued.

G. B. MARBLE & Co.

When this notice was posted, we were informed that some of the men objected, upon the ground that the men should be taken back in a body, and the rumor was started to the effect that they would be required to sign an ironclad agreement, as a condition of going to work. Many of the notices were torn down, pickets were stationed in the neighborhood of the office and along the lines of road, to prevent the men from coming to the office, where they might have learned

the truth, and arranged for a resumption of work. Our information was that the same men who had made the threats during the continuance of the strike were the most active in the circulation of these rumors, the tearing down of the notices, and the attempt to prevent the men from going to work.

Upon October 23, 1902, a committee called at the office, about 3.45 p. m. A statement of the proceedings of the meeting was taken down, and the material portions are as follows:

Charles Helferty, Jeddo No. 4; Joseph Mather, Jeddo No. 4; Frank Billman, Ebervale; Ed. Doggett, Highland, No. 5; Anthony McNelis, Highland No. 5; Thomas Boyle, Highland No. 2. Charles Helferty, chairman of the committee, asked this question: "What is the meaning of the notice that was issued, stating that we should make application here individually for work?" I then fully explained the object of this notice, viz., that we were not parties to the proposition presented by the presidents under which President Roosevelt appointed the Commission, and the action of the miners' convention at Wilkesbarre would not necessarily be binding on our men, and it was therefore necessary that we should ask them this question: "Will you abide by the decision of the Commission appointed by the President of the United States under the conditions set forth by the presidents of the large coal corporations?" We also stated that their answers would be recorded in the employment book, and in addition to that we would issue a new brass check, the object being to enable us to start with a lower number, as the old brass checks had reached such high numbers, and for our convenience we were issuing a new check, exchanging the old for a new. I also explained that the other questions that were asked were age, nationality, married or single, residence, where did you work last, did you ever work here before? If so, where and in what capacity? In case of minors, the parents' name. I explained the reason for all of this, first, on account of knowing what men were here, so we could open the different collieries as fast as enough men reported for work; and, second, to have each one individually state that he would abide by the decision of the Commission, so there would be no question raised about this hereafter, explaining that no one need sign; that this was only a matter of record, and this record was essential in making our reports to the mine inspector yearly, and for identification of a man holding a certain number of brass check. I also stated that a great many men had gone away, and we did not know as they would ever return, and therefore we did not know what places we must fill. I stated: "We have our mules to shoe, light the fires at the different collieries where we have had not any pumping, all of which would have to be done before the men could be put into the mines, and as soon as we had men enough at any one colliery we would immediately start." I also explained to them that there were some men on our property we were going to give very careful consideration whether we would ever employ them again or not, stating that we had information regarding them, and if, after investigation, we were satisfied the information was correct, we would never employ them again. I further stated there would be no discrimination made between union and nonunion men; that it makes no difference to us whether a man belonged to a union or not, as long as he obeyed our rules and did a fair day's work. The men then asked whether they would get their old jobs back. I said all would get their old jobs back except those we had under consideration. They left.

On October 24, 1902, a committee appeared at the office about 10.30 a. m., and the chairman stated that he represented all of the employees, and that the men had decided that they would only come back in a body. I asked how many were present at the meeting where that was agreed upon, and they said that the seating capacity of the building was 500, and admitted that employees of Coxe Brothers & Co. were there. They finally admitted that there was not a majority of our men at the meeting, but reiterated that the men wanted to go back in a body. I replied:—

"Well, you can't. There have been a good many reports spread about this matter, and ironclad agreements, and all that sort of thing, that are an absolute set of lies. I want to be fair to you men, and I expect you want to be as fair to me; a majority of the men, at least. Threats have been made, intimidations have been going on; men have been denied the privilege of working when and where they please. Do you think I am going to allow this on this property any more? You stopped of your own accord, but I am going to have something to say when you start. I am perfectly willing to abide by the result of the decision of the Commission, and absolutely all I ask of you is, Will you individually abide by it? I will say to you frankly there are certain men who will not be reemployed, but I want it thoroughly understood that it is not because he is a United Mine Worker, but wholly

on account of his personality—his personal acts. No more intimidation, no more threats, will be allowed on this property; it is a criminal act, and I will treat it accordingly. There are certain men who can never return to work on this property, not on account of their being United Mine Workers, but on account of their individual acts. I don't care what a man's religion or politics is, or whether or not he belongs to a labor organization; laboring men have a perfect right to organize if they want to. Now, you are all considering the proposition that you are no longer employees of ours. I tell you frankly I think you are making a great mistake. I want you to consider this matter seriously, and the great responsibility you are assuming by refusing to abide by the decision and return to work. I don't know that we have anything further to say, if this is your final decision. You are refusing to agree to what you say your convention agreed to do. I have asked you individually to do just what the convention in a vote stated. You know as well as I do how you create your delegates, and that a number of our people do not attend the meetings; a great many men were not at the meetings, and never go there. I want to know that every man is going to abide by that decision. I want everything cleaned up now, so there will be no trouble afterwards by men coming back, and saying they never agreed to abide by the arbitration decision. It is with that in view, and for no other purpose, that I am requesting this. A great many of our men would go to work now, but they are being held back by a few, and we know who those few are.

"CHARLES HELFERTY: Intimidation is not the thing.

"JOHN MARKLE: There are a few of you fellows down there in Japan, the worst lot on the property. \* \* \* I have not had a non-union man on the property. I have not attempted to do a thing; have not turned a wheel; I made up my mind I was not going to conflict with this thing this time, and I sat quietly by.

"CHARLES HELFERTY: Isn't it a fact, Mr. Markle, that some of the places are filled; that there are some men who will not get their places back?

"JOHN MARKLE: To my knowledge there is not a man who will not get his old place back, with the exception of the few who can never be taken back. If you want to know who those men are, if that is why you are holding back, I will let you know inside of twenty-four hours. If you think by insisting upon coming back in a body you are going to force me to take those men back, you are mistaken. Politics have been at the bottom of this whole trouble. When you mix business and politics there is trouble. They won't mix. I have no hard feeling against our men. There are a few men who will not work on this property, and you can make up your minds to it, under no condition. There are some men on this property who have done more than you dream of, and making more threats. If this is your final action, I want you to state it to me; then you have thrown down the gauntlet, and I will act accordingly. There are a few men I won't take back, and if you fellows want to stay out on account of those few men, why you can; that is all I have to say; but you are very foolish.

"CHARLES HELFERTY: That means that every man comes back and applies individually, so you will know who is here to go to work?

"JOHN MARKLE: Yes; and another reason is that each individual will agree to abide by what you have already agreed to abide by at your convention. I was not a party to your convention, and I want you to tell me that you will abide by that decision. If you will do that, say so, and we will arrange to open our collieries, get our mules shod, light our fires, and start our ventilation. If you won't do that, you must leave the houses. You can't be a dog in the manger; you can't remain here and not work. If you want to consider it further, all right; do so. I would advise you to go slowly."

After having consulted between themselves, they stated that they would give an answer the following day (Saturday), but did not return at the time appointed.

THIRTEENTH. Meanwhile, I had been informed that the same men who had been making trouble during the strike, were taking a leading part in intimidating and threatening anyone coming to the office and returning to work under the conditions specified, and that false statements had been given as to the facts of our interview, to the effect that we insisted upon the men signing an ironclad agreement, and that the men would never come back under those conditions.

Having waited for the committee until 11 o'clock on the morning of Monday, October 27, 1902, I ordered the notice to give up possession of the houses to be served upon twelve of the thirteen men who had

been active in preventing the men from resuming work, viz.: John Nahi, Charles Keenan, James Poucun, Charles Jacquot, George Polack, Andro Kanyeck, Henry Coll, Paul Dunleavy, Charles Helferty, James Gallagher, John Demchock, and Henry Shovlin. It should be added that Frank Ray, one of the thirteen, was not a tenant, but owned his house. After they were served, we were informed that these men asserted that they would pay no attention to them; that they had been advised by their attorney they could not be put out of their houses, and their whole attitude was one of defiance. The leases (of which a copy is annexed) required a six days' notice, but we waited ten days from the time the notices to quit the houses were issued, and no one of them came and asked for an extension of time. As the lease contained a waiver of the benefit of the exemption laws, a distress might have been made immediately, and their household effects seized and sold, as is commonly done by the owners of tenement houses in cases of this character in every large city, but no attempt was made to collect the arrears of rent which had accrued during the strike, and the notice to quit having been served October 27, judgment in ejectment was entered November 5, and the parties evicted on November 6, 1902.

The only request for an extension was when the sheriff appeared on November 6, when he was asked for a few hours' delay. He came to the office and reported, and our local counsel at Hazleton being present, advised that they were only asking for delay to get out an injunction, and that the proceedings should not be stopped. No reason was given, on the ground of sickness or otherwise, for the delay, and I knew nothing of the conditions of any of the families which made it improper or unreasonable to recover possession of the houses, as we had determined that we ought not to take back any of the men named, and I have learned upon inquiry that no one in the office had any such information, nor was there, in reality, any substantial foundation for the stories that were told. The net earnings of the twelve men who were evicted, for the year 1901, were as follows:

Joseph Popcum .....	\$1,026.76
Charles Keenan .....	688.59
Charles Jacquott .....	730.32
Andrew Kamjuck .....	714.77
John Dimshock .....	714.47
James Gallagher .....	779.07
Henry Coll .....	491.99
Paul Dunleavy (eight months) .....	510.29
Charles Helferty .....	494.07
Henry Shovelin .....	973.93
George Pollock .....	275.65
John Nohie .....	344.54

Henry Coll's son earned \$235.15 in the first seven months of 1901, when he left the property, presumably to better his condition. Coll himself had always been given good wages, beyond what he could earn in recent years, and the firm contributed \$50 to a relief fund for his benefit. No one knew anything of the condition of his wife, and she did not die in consequence of the eviction, which occurred on the 6th of November, as she lived until the first week of December. He was one of the men reported to have been advised to refuse to move, and though he had ten days in which to make ready, he compelled the sheriff to put his goods out of the house. It is manifest that it was

thought desirable by some one that the firm should be forced to take this action, in order to make a case which should appeal to the sympathy of the Commission. A word will be said hereafter as to where the responsibility rests.

James Gallagher had three unmarried sons in the employment of the firm, who received \$944.81, during the year 1901. The youngest son's earnings can not be accurately ascertained, and were included in his father's earnings, as in disregard of the rule upon the subject, his time was not separately reported, as he was working as a laborer for his father. Several of the sons of the men who were evicted were taken back and are now working for the firm.

The father of the boy Chippie was killed as the result of his own negligence. The report by the mine inspector of his death is given in the Report of the Bureau of Mines of 1901, page 260. He was not indebted to the firm at the time of his death. His earnings for the previous six months, from February to July, inclusive, amounted to \$330.30, the highest month being \$70.51 in February and \$69.09 for the month of March. The funeral fund paid over to his widow was upwards of \$350. She had kept boarders during his lifetime, and has continued to do so until now. Many a widow left in penury has brought up a large family by keeping boarders, and paid rent besides; but Mrs. Chippie paid nothing on account of rent or coal. When she first brought her boy to the office, she was told that he was too young to be allowed to go to work, and he was not permitted to start until about six weeks before the strike, when he started as a beginner, at nominal wages, until he had sufficient experience to entitle him to an advance. The work is easy, and the boys are sheltered, and kept fairly comfortable. In cold weather, the breaker is heated by steam, and, as the coal is worked wet, there is comparatively no dust. Compared to the life of the boys on the farms in Luzerne County, or of the messenger and telegraph boys in Philadelphia, he was relatively well off, if obliged to work at all; and many men who are now superintendents, foremen, independent operators, and judges on the bench, began life just as he did. The statement of account handed to him was made out by one of the bookkeepers in the regular way, without its being brought to the attention of the superintendent, but, as already stated, Mrs. Chippie had been allowed to live in the house from the time of the death of her husband, without ever having been called upon to pay for rent or coal.

As to Mrs. Burns, her husband died in November, 1888, and her son started to work February 1, 1894. During that interval of over five years, she was allowed to live in the house without paying rent, and was supplied with coal without payment. When her son began to work, under the rules, she was allowed to go to the store and buy goods on credit. In the regular course she should, at that time, have been credited with the amount due for rent and coal, but this was overlooked, and it was not until 1898 that she was credited with \$376.70, the amount of rent and coal; or, in other words, she was forgiven the indebtedness which had accrued down to the time her son began work.

If the Commission shall desire detailed information as to the other cases, it will be presented at the hearing; but I repeat that in no one of them had I any knowledge, or reason to believe that there was the least reason for suspending the enforcement of the contract of lease. The

houses were built and are kept up for the employees of the firm, and, except in cases like Mrs. Chippie or Mrs. Burns or Mrs. Remock, where families have been permitted, as a matter of charity, to remain until the children have been able to go to work, anyone leaving our employment, or discharged, is expected to vacate. It was the ordinary case, therefore, of ejecting tenants who we believed to be criminals in intent and counsel, if not in act, and dangerous to the discipline of the men and the proper conduct of the business. Not only was ample notice given them, but the committee representing the men, and Thomas Duffy, the president of the seventh district, also knew that notice had been given, and would be enforced.

FOURTEENTH. At an interview held on November 1, 1902, between Mr. Williams, the present superintendent of the company, and Mr. Duffy, a conversation took place of which the following is a report:

Mr. Duffy brought up the matter of certain employees having been given notice to quit the houses in which they lived, and I willingly explained that no action had been taken on this matter until after the failure of the committee to report, and that Mr. Markle had taken this action against certain employees, not on account of their connection with the union, though from the statement published in the paper I had since found that there were a number of union officers in the list, but that the action was taken as against men who had personally done acts that were improper, and while unwilling to use the word "criminal," I thought the acts committed far beyond such as might have resulted from enthusiasm or zeal for the side which they represented during this strike. Mr. Duffy thought that it was strange Mr. Markle should not give these men a hearing before their fellow-workers and neighbors, and that he should be broad enough to consider these matters from all sides, and allow other people to know the reasons why they were discharged. I stated that the action of the men on whom notices had been served had been gone over most carefully, and I considered Mr. Markle's action very broad, in that no man was served with such notice simply because of agitation, or because he was prominent in connection with persuading our men to stay away from work, but because of personal aggressive acts.

Mr. Duffy wished to know whether I would receive a committee of employees asking for the reasons of the discharge of the men who had received notices to vacate, stating particularly that he asked this question personally, and not as a representative of any kind. I stated emphatically that I could not receive such a committee of employees, as it was a matter Mr. Markle had decided upon, and had stated positively that such men could not be again employed by this company, that when a committee of employees had been here twice, at both of these meetings Mr. Markle had told them that there were certain men who he intended to consider carefully personally, but when the committee did not report Saturday he had decided that such men could not be employed here hereafter. Mr. Duffy wished to know personally and specifically, stating not as a representative, whether I would ascertain from Mr. Markle whether he would see a committee of employees if they called. I stated I could only call Mr. Markle up on the telephone and ask the question, at the same time stating that when the committee was here, and were told that the cases of certain men were to be considered before they were employed, that no question arose at their meeting as to such men demanding a hearing, and that when two of the men upon whom notices to vacate were served, called later, that these men did not ask for a hearing. I stated that I believed Mr. Markle's action in this matter was final, and that the cause of their being served with notices to vacate was personal in each case, and was not affected by the question whether they worked in the mines, at the barn, or on the property at all, therefore, I did not think a hearing would be granted before a committee of employees.

Mr. Duffy again stated that he came personally and did not expect recognition as a representative of the United Mine Workers at this time, though he hoped that such recognition would be accorded him at some future time, which was said with a smile, and received in the same way by Mr. Dunkerly and myself.

Mr. Duffy requested that I call up Mr. Markle, and that he would call again at a quarter to twelve to ascertain if any answer had been received. Mr. Duffy stated that he hoped Mr. Markle would grant a hearing in cases of the men served with notices to vacate, as it was his earnest desire that something should be done so that the men on this property would not be required to remain idle longer, and hoped Mr. Markle would go half way in arriving at a settlement. I quoted Mr. Markle's

statement at the meeting of the committee of employees that certain men could not be employed again by this company, and that the list of those served with notices was the result of his decision in the matter; that Mr. Markle had the reputation of saying what he meant and all that he meant, and saying the same plainly so there could be no misunderstanding, and Mr. Duffy stated that such was certainly the case.

Mr. Duffy stated, whether these men were discharged with reason or not, who knew whether this list would not be followed shortly by another list of ten or more, and continual discharges made without reasons being given; that where discharges had been made heretofore, notices and in other cases explanations had been asked for and received by committee of employees. Mr. Duffy stated he had known many of the men on whom notices to vacate had been served, for five years, and that he was sure there was nothing criminal that such men had done. I stated, while unwilling to class their actions as either criminal or noncriminal, that Mr. Markle had known these men for many years, and had not acted hastily, and felt that they had done things sufficient to warrant him in the course he had taken, that is, ordering them to vacate their houses. I stated that so far no one, either of the committee of employees or the two men on whom notices were served to vacate, had asked for a hearing, and that therefore the question had not been in any way brought up or mentioned, and consequently I could not state what Mr. Markle's decision would be, though I believed his decision was final.

Mr. Duffy asked whether the men on whom notices to vacate had been served would be made to vacate to-day, Saturday. I said "No."

The fact that the evicted men had been notified to leave is thus brought home to the president of the district union, and if he and his attorney did not encourage and advise them to disregard the obligations of their contracts and to run the risk of defying the judgment of the court, it does not appear that they gave them the counsel they should have given them.

If any reasons existed in any of the cases why the law should not be allowed to take its course, it would have been easy for the men themselves, or the committee, or the mine union, or their friends, to have asked for indulgence, and given the grounds upon which the request was made. It is also apparent that if, in any case, the parties were entitled to sympathy and help, the United Mine Workers (who had kept them in idleness during six months, and whose officers were in direct communication with them, so that they had the means of knowing the truth as to their condition) might easily have assisted them in removing to suitable homes and provided for their wants, and for the consequences which followed they are responsible.

GEORGE B. MARKLE & Co.,  
By JOHN MARKLE,  
*Managing Partner.*

GEORGE R. BEDFORD,  
SAMUEL DICKSON,  
*Of Counsel.*

CITY AND COUNTY OF PHILADELPHIA, ss.

John Markle, being duly sworn, says that the facts set forth in the foregoing answer, so far as they are stated of my own knowledge, are true, and so far as they are stated on the information of others, I believe them to be true.

JNO. MARKLE.

Sworn and subscribed before me, this third day of January, A. D. 1903.

W. C. HARRIS, [SEAL.]  
*Notary Public.*

APPENDIX. [TO ANSWER OF G. B. MARKLE & CO.]

EXHIBIT A.—EXTRACTS FROM REPORT OF MEETING AT JEDDO SCHOOL-HOUSE, IN PUBLIC LEDGER OF SEPTEMBER 20, 1900.

Mitchell was talking when John Markle arrived. He was cautioning the men not to listen to the persuasions or promises of the company, for they were only calculated to deceive. Markle stood and listened to him. He came to the conclusion that the miners there who were not his own men were union friends of Mitchell, and that any interference on his part would only lead to disturbance.

Mitchell attacked the Markle contracts, saying the men had to sign or they could not get work, and that the company would not consider a contract binding if it chose to break it. "Then why," he asked, "should the men stand by it? No representative of the miners was present when the contract was drawn up. It was purely a creation of the operators, drawn in their interests. From one end of the coal region to the other," Mitchell continued, "I have met with miners struggling for better conditions and wages that will enable them to live like Christian beings. Resume work at this mine, and you deal them a blow from which they may not recover. Join the strikers and you help them to regain their rights and yours. Strike and stay out until settlement is made, that will give you all the privileges to which you are entitled; it will surely come. I want arbitration that will crush out the railroad companies that control the coal output, and are crushing you and the Markles also. If these railroad companies want to arbitrate, our organization is ready to meet them, but we will not deal with individual operators. Trust us, and we will prove your claim to every demand you make. Do not continue to pay the company \$2.75 for powder that costs them \$1. Out in the bituminous regions we can go to the mill and buy all we want for \$1.25. Where the miners' organization is strong, there are no strikes. The operators and the union men meet every year on a business basis and agree to the scales of wages for the year. We do not want strikes, but it is necessary for you men to strike until you can get what you desire. Once the power of the railway companies is broken, you will be all right. I do not believe in shouting down capital, but labor is older than capital, and is entitled to its share of the comforts that capital will bring. If you want homes instead of hovels, and desire to keep your boys out of the life-destroying breakers, join the strike."

Markle then took his place to address the meeting. For the first fifteen minutes he had to put up with a running fire of questions from his hearers. Even his own men did not spare him. It was the first time an operator had ever put himself up as a target in that fashion, and the men intended to make the most of it. After a while, however, this subsided, and Markle was able to talk about arbitration.

"Our contract says we shall not strike. It says we shall arbitrate. The agreement is as binding to you as it is to me. I feel bound to live up to it. Don't you? Are you going to let these men stifle your honor? I don't want to postpone our answer to your grievances. You shall have it when the ten days are up, and if it is not satisfactory, name your man to arbitrate. Let him, with our man, choose the third man, and whatever conclusion they come to, I pledge myself to stand by."

This was received with an outburst of cheers. Markle went on: "I have been asked if Archbishop Ryan would be satisfactory to us as a third man? Unquestionably so. I do not know that you could get a better or fairer man. But if you think you could, why, get him. It has been charged by the other side that our proposal is not made in good faith. They can not argue that from anything we have said or done. If you have any doubt that I will live up to my contract, try me. It won't take many days." \* \* \*

"Mitchell says he has your welfare at heart. Then, why does he reject my proposal? He wants to arbitrate, but only under his own system."

"I want to arbitrate the entire question, not your end of it," shouted Mitchell from the crowd.

"Will you let our men arbitrate as agreed in the contract?" replied Markle.

"No; not on the basis you propose," retorted Mitchell.

"Look what money you were making three weeks ago," continued Markle, ignoring Mitchell, and addressing himself to the men. "You were working six days a week, and some of you came to me and asked that you be worked only five days, and nine hours. You were getting too much work. You want prosperity. You have it. Why should you allow outsiders to come in here and interfere with you? \* \* \* Suppose you trust me and see what I mean to do. If I fail to live up to our agreement, condemn me and strike; but not until then."

When Markle had finished talking, the miners called for Father Phillips, who was in the crowd. When he reached the platform, the popular priest lifted his black-thorn stick impressively, and said:

"This is a very difficult position for me. I do not like to advise you. I did not come here to take any part in this discussion. But after listening to the way Mr. Markle has talked, I feel it a positive duty to say a word. My father was a miner. I have spent the better part of my life in the mines. I know and sympathize with every pulsation of the miner's heart. There are no better and truer men; no men of kinder hearts and more generous acts. I know your grievances, your hardships, and your temptations. I deplore this strike. It is the desire of my heart to see it settled. But I am convinced that the only way to settle it is by arbitration. I never in my life saw a meeting like this or heard an operator make such a proposition as Mr. Markle has made to-day. I call Mr. Mitchell my friend, but I can not see how he can advise you to reject it. You will have the advice of that splendid majestic man, the Metropolitan of Philadelphia, the brightest orator in the pulpit to-day, loved and honored by all—Archbishop Ryan, of Philadelphia. You will find him always on the side of the poor and oppressed. It has gone out to the world that you have been offered arbitration, and if you reject it I believe from my heart that you will deal one of the hardest blows that has ever been struck at organized labor."

This angered the union men. About 200 of them withdrew, calling to the others to follow and making an effort to break up the meeting.

The advice of the earnest priest, in whom the miners have such confidence, had a startling effect on Mitchell, and he did not attempt to conceal it. Father Phillips concluded:

"Any breach in your ranks now will not be pleasing to the men who are fighting the battle. I do not want to see you lose. I want you to have all you deserve. But be honest; be fair. There is nothing so fair as arbitration. Do not throw away an opportunity you may regret for the rest of your lives."

In a minute Mitchell was addressing the throng again, to counteract the effect of the priest's words. He said his arguments were specious and his motives not disinterested. "Markle offers arbitration," said Mitchell, "but ask him if he will agree to live up to his promise after the strike is lost in the other part of this region. When the price of coal goes down, your wages will go down. The reason coal is going up is because there is none of it going to market. Remember, men, if you work, you are doing so at the expense of your fellow-miners. If you work, you add to the heavy burden already on their shoulders. If your wages are increased, you can not derive any permanent benefit unless theirs are increased, too."

It was an effective string, and Mitchell fiddled on it for a long time.

In conclusion, Mitchell said:

"We are in favor of arbitration if it includes the railroad corporations that control the supply of coal. If they will arbitrate, we will arbitrate. The United Mine Workers of America know best what is good for the miners. I should not undertake to tell my friend Father Phillips how to manage a church, but I am a miner and I

do know something about mines. The railroads fix the price of coal, and you are their victims. The operators are also their victims. They are crowding the individual operators out of the business. The railroads control 72 per cent of all the coal going out of this region. The coal companies pay no dividends, but they turn the money over to the railroads. It is taking profits out of one pocket and putting them into another."

NOTE.—In the course of his final remarks, Mitchell appealed to the men substantially in the words quoted in the body of my answer.

J. M.

EXHIBIT B.—EXTRACT FROM REPORT OF THE BUREAU OF MINES FOR 1901, PAGE 260.

Nos. 36 and 37. Michael Remock, miner, and Andrew Chippie, miner, employed at Jeddo No. 4 colliery, were instantly killed on August 6. The men had fired a shot in the pillar, and had retreated to a place of safety. They were sitting under their platform when a fall of coal followed the shot, which overloaded their platform, causing it to break down on them with the aforesaid result. The investigation showed that the platform was only a temporary or frail structure, built by the men themselves, which they considered safe. They were engaged in robbing pillars, and should have gone out of the gangway when a shot was fired. This error in judgment cost them their lives.

EXHIBIT C.—STATEMENT OF EARNINGS [OF CONTRACT MINERS].

*Earnings of certain contract miners during eleven and one-half months ended December 15, 1901, including 11 of the highest earners and 5 of the lowest.*

Thomas Elliott.....	\$4,402.61
Henry Hoffick.....	2,532.67
John Tyson.....	1,889.77
Frank Ray.....	1,735.54
Stanley Rowland.....	1,822.18
Frank Forasser.....	1,701.04
	<hr/>
	14,088.81
	<hr/>
P. J. O'Donnell.....	1,297.45
William Vescevic.....	1,225.44
George Anoskie.....	1,190.92
Andrew O'Donnell.....	1,145.52
Mike Banjo.....	1,113.78
Mike Rushinskie.....	521.14
George Kotch.....	481.27
Barney Komikkey.....	456.97
Adam Glasbus.....	438.58
James McDermott.....	393.76
	<hr/>
	8,264.83

Average for second group, \$826.48.

EXHIBIT D.—[FORM OF LEASE OF COMPANY HOUSE.]

On this — day of — A. D. 188—, G. B. Markle & Co. hereby lease and let unto —, lessee, all that the following-described premises, to wit: — to have and to hold the same during the will and the pleasure of the said G. B. Markle & Co.

For which the said lessee —, will pay to the said G. B. Markle & Co. the rent of — cents per day, which may be retained by the said G. B. Markle & Co. out of any moneys which may be in their hands due to the said lessee, or which may be distrained for by the said G. B. Markle & Co., if by them deemed expedient; and in case of a distress for rent due, the lessee herein, by this instrument, waives all and singular the rights, benefits, and privileges, and process of any exemption law of this Commonwealth now in force or which may hereafter be enacted.

And the said lessee hereby agrees that upon six days' notice so to do, he will quit and deliver to the said G. B. Markle & Co. peaceable possession of the said premises with the appurtenances; and this notice may be given by delivering to the lessee in person a copy thereof, by leaving a copy thereof at his residence in the presence of some adult member of his family or neighbor's, or by posting upon the premises a copy of the same.

In case the said G. B. Markle & Co. shall choose to resort to an action of ejectment to recover possession of said premises, then the said \_\_\_\_\_ hereby authorizes and appoints \_\_\_\_\_ or any other attorney of the court of common pleas of Luzerne County, to appear for him, accept service of the writ, and to confess judgment to plaintiffs for the same with costs, and without stay of execution.

Witness the hands and seals of the said parties \_\_\_\_\_ day of \_\_\_\_\_ anno Domini 18—.

Witness,

\_\_\_\_\_. [SEAL.]  
\_\_\_\_\_. [SEAL.]

#### EXHIBIT E.—FORM OF CONTRACT [WITH EMPLOYEES] WITH ARBITRATION CLAUSE.

We, the undersigned, miners and other persons working at \* \* \* hereby agree that wages and car prices shall be calculated and paid for the future upon the following system—viz:

When the New York Lehigh Coal Exchange monthly circular of prices averages five dollars (\$5.00) per ton f. o. b., Perth Amboy, N. J., miners shall receive for mining and loading coal in cars, as follows: Oak Dale 1st, ninety-six (96) cents per car; Oakdale 2nd, one and seventeen one-hundredths (\$1.17-100) dollars per car; Highland 1st, one and one-hundredths (\$1.1-100) dollars per car; Highland 2nd and Highland 5th, one and twenty-four one-hundredths (\$1.24-100) dollars per car. When the above circular prices average five dollars (\$5.00) per ton, inside wages to be as follows, viz: Miners, twenty-one (21) cents per hour; gangway labor, eighteen and nine-tenths (18 9-10) cents per hour; platform labor, seventeen and two-tenths (17 2-10) cents per hour; company men and first-class drivers, eighteen (18) cents per hour; second-class drivers, fourteen and six-tenths (14 6-10) cents per hour; third-class drivers, twelve and eight-tenths (12 8-10) cents per hour. The above prices and wages constitute the basis.

When the circular of prices of the New York Lehigh Coal Exchange averages one dollar (\$1.00) more or one dollar (\$1.00) less than the above five dollars (\$5.00) average f. o. b. at Perth Amboy, N. J., there shall be a corresponding rise or fall of ten per centum on the above basis.

When the circular of prices of the New York Coal Exchange averages five dollars (\$5.00) per ton f. o. b. cars, Perth Amboy, N. J., gangways shall be four and seventy-five one-hundredths (\$4.75) dollars per yard; airways shall be three and sixteenth one-hundredths (\$.316) dollars per yard; crosscuts shall be one and eighty-eight one-hundredths (\$1.88) dollars per yard; opening breasts, narrow, twenty-four and fifty one-hundredths (\$24.50) dollars; opening breasts, wide, eight (\$8.00) dollars. The gangway, per yard, shall always be the same as the average of the monthly circular of prices of the New York Lehigh Coal Exchange, f. o. b., Perth Amboy, N. J. Airway, per yard, crosscut, per yard, opening breast, narrow and wide, shall rise or fall on the same percentage as the gangway rises or falls; all other labor and prices shall be regulated as heretofore.

It is agreed that there is to be no change in prices and wages of less than one per centum at any time. We further agree that under no consideration will we enter into a strike. Any difficulties we may have with our employers are to be settled by arbitration, viz: by our choosing a competent man and their choosing one, and if these two men can not agree, these two must choose the third, and their decision or the decision of a majority of them to be binding. It is further agreed that we will not be governed by any labor association in settling any difficulties while in the employment of G. B. Markle & Co.

#### ADDRESS OF THE INDEPENDENT COAL OPERATORS OF THE LACKAWANNA AND WYOMING REGION TO THE ANTHRACITE COAL STRIKE COMMISSION.

SCRANTON, PA., November 6, 1902.

To the Anthracite Coal Strike Commission.

GENTLEMEN: We beg to submit the answer of the independent operators of the Lackawanna and Wyoming region to the demand of our employees for a higher rate of wages and shorter hours. To their demand for a uniform increase of 20 per cent for contract miners, and an equivalent increase to all other help employed, in the way of shorter hours, we affirm that the scale of wages now in force is such as to enable the diligent and skillful miner to earn more per hour than any class of labor, skilled or unskilled, employed in the cities and towns wherein our mines are located.

Previous to the advent of the union of mine workers, the hours of labor and the number of cars produced per shift, was optional with the miner, and his daily or annual earnings were entirely under his own control and varied with his idea of the proper standard of living. Since the advent of the union of miners, the hours of his labor have remained entirely optional with him, allowing him to work as few hours as he may see fit, restricting him only to a certain number of cars to be sent out in any one day. We assert, and it is our purpose to prove to the entire satisfaction, we believe, of your honorable Commission, that the rate of wages now paid per hour to the contract miner, if he is diligent and industrious is greater than that paid to any skilled or unskilled labor in the cities or towns in which he lives, and are sufficiently ample to furnish him means not only to educate his children and live as becomes an American, but also to enable him to lay by sufficient means to support himself in his old age.

If we are successful in the presentation of facts and figures to your honorable Commission which will substantiate our contention we believe that the rate of wages paid, and the hours worked should not be disturbed.

We herewith answer in detail the statements presented by the miners to your honorable Commission:

FIRST. The present rate of wages is much lower than the rate of wages paid in the bituminous coal fields for substantially similar work.

This is not a statement of fact. The earnings per hour of the anthracite miner are greater than the earnings per hour of the bituminous miner as can be shown by comparison.

SECOND. The present rate of wages is lower than is paid in other occupations requiring equal skill and training.

In presenting our answer to this statement it is difficult for obvious reasons, to determine upon any class of labor which is suitable for purposes of comparison; notwithstanding that it requires less preparatory training to qualify a man to be a licensed miner than is required in any of the other skilled trades. Despite this condition it will be shown by comparison that the earnings of the miner per hour equals and in most cases exceeds the wages of the skilled workman in other branches of trade in this vicinity.

THIRD. The average annual earnings in the anthracite coal fields are much less than the average annual earnings in the bituminous coal fields for substantially similar work.

This statement is practically answered by our reply to the first demand. From the fact that the miner controls his own time of employment, the equitable way to arrive at his wages, is to consider the number of hours he works per day which, as we have stated, is entirely within his own control. We believe that we can show to the satisfaction of your honorable Commission, that based on the actual number of hours worked by the miner in any one year, his annual earnings are greater than the annual earnings of the miner in the bituminous field for the same number of hours.

FOURTH. The average annual earnings in the anthracite coal fields are much less than the average annual earnings for occupation requiring equal skill and training.

To answer this statement we beg to call the attention of your honorable Commission, to that which we have already stated with regard to the amount of time which the miner puts in at his work. As we have said, the miner controls absolutely his own time. The rate of wages he is paid is high and whether his bulked earnings for a year are larger or smaller than those of occupations requiring equal skill and training is a condition for which the time the miner is willing to devote to his work is responsible, and for which the operator in no wise can be held to account.

FIFTH. The rate of wages in the anthracite coal fields is insufficient to compensate the mine workers in view of the dangerous character of the occupation, in relation to accidents, the liability to permanent disease, the big death rate, and the short trade life incident to this employment."

We submit that this statement is misleading and incorrect. (a) The rate of wages paid in the anthracite field is commensurate with the danger of the occupation, and is moreover much higher than the rate of wages paid in other occupations which statistics conclusively prove are more hazardous. (b) So far as the deleterious effect of coal work on the general health of the miner is concerned, we beg to submit a paper herewith attached (Exhibit A) which is signed by a number of miners employed at a certain colliery in this city.

ATTENTION VOTERS

To the Voters of Lackawanna County.

We, the undersigned miners of the Sloan mines, do hereby recommend for your consideration the candidacy and nomination of Llewelyn M. Evans, for the office of mine inspector, we as men employed under him can conscientiously speak of him with full appreciation of his worth as a man and official; we hereby testify that the general condition of the Sloan mines is second to none, the ventilation is certainly perfect, as there is an abundance of air in every section of the mines; in other words, in the faces of the chambers where the men are employed.

The Sloan mines is a reopened one and from the old condition it has been completely transformed to the pride mines of the anthracite coal fields, and Llewelyn M. Evans is the gentleman who accomplished this transformation. Mr. Evans is a skilled and competent mining surveyor and in laying out the mines and grading the roads he has done this work with much pride and care; there is not a place on the main roads where the men and boys or mules need get their feet in water; there is plenty of space on each side of the car tracks for the safety of the men and boys from the danger of moving cars, and the driver boys can turn their mule around a car with safety in any section of the mines. Mr. Llewelyn M. Evans, while he is strict and

careful, he is decidedly just. He having had twenty-one years of practical experience in all departments of mining, from door boy to his present official standing, he is a competent judge of good work, and its worth; he does not violate any agreement made between himself and his men; he is always ready to grant a fair day's pay for a fair day's work; he has passed all the technical examinations pertaining to mining with high markings.

The voters of Lackawanna County are well aware that there is to be two mine inspectors nominated and elected, and in consideration of Mr. Llewelyn M. Evans's fairness between the workmen and the company and his practical worth and ability, we, the undersigned miners of the Sloan mines, ask with all fairness to Mr. Evans, and to do credit to the office, we urge each and every voter in the county to vote for Llewelyn M. Evans as one of your choice for the important office of mine inspector. Republican primaries July 8, 1902, from 4 to 7 p. m.

We, the undersigned, have worked in the mines the number of years as follows.

Respectfully,

MINERS OF THE SLOAN MINES.

Michael J. Hogan.....	22	years.	Michael Joyce.....	18	years.
William T. Bonetto.....	20	"	Owen Williams.....	20	"
Jno. W. Lewis.....	38	"	Morgan D. Hopkins.....	33	"
Jno. H. Williams.....	40	"	Toney Friday.....	12	"
Jas. Davis.....	45	"	Jno. Butt.....	52	"
John Loliskie.....	10	"	David J. Powell.....	14	"
Owen Davis.....	50	"	Jno. D. Gallagher.....	36	"
Watkin Davis.....	49	"	Wm. Charles.....	32	"
Thos. Moore.....	17	"	Wm. McNicholas.....	37	"
Joseph Bradbury.....	24	"	David M. Davies.....	16	"
Richard R. Richards.....	24	"	Walter Delmer.....	17	"
William N. Thomas.....	20	"	Jno. Lewis.....	18	"
Franklin Heller.....	25	"	David Reese.....	21	"
Lewis Jenkins.....	11	"	Morgan Lewis.....	23	"
Evan Jenkins.....	47	"	Wm. N. Lewis.....	13	"
William Jones.....	45	"	Solomon Jones.....	28	"
John Price.....	40	"	Thos. W. Jones.....	45	"
J. W. Laister.....	36	"	Wm. J. Davies.....	25	"
Thos. J. Davis.....	38	"	Gomer Hughes.....	35	"
William Jenkins.....	45	"	Patrick Durkin.....	20	"
Jno. T. Howells.....	30	"	Jno. W. Gallagher.....	36	"
Richard R. Thomas.....	22	"	Jas. McNicholas.....	37	"
Wm. E. Lewis.....	15	"	Patrick Barry.....	15	"
Chas. Charles.....	46	"	John McNiff.....	20	"
Thos. W. Noyle.....	22	"	Jerry Driscoll.....	43	"
Wm. J. Morgan.....	29	"	Thos. J. Lamb.....	17	"
Wm. E. Jones.....	30	"	Wm. Driscoll.....	15	"
Evan T. Jones.....	28	"	Jno. Kenney.....	21	"
Jno. Hughes.....	15	"	John Gallagher.....	15	"
Absalom G. Jones.....	50	"	Mark Provovich.....	15	"
Robert Stenner.....	45	"	David Redmond.....	50	"
Thos. L. Jones.....	29	"	Thos. E. Jones.....	40	"
David J. Williams.....	38	"	Thos. Creans.....	25	"
Llewelyn Davis.....	30	"	John Bartley.....	25	"
Jno. T. Lewis.....	50	"	Mike Liman.....	15	"
Wm. Thomas.....	10	"	Edward R. Jenkins.....	25	"
Jas. Edmundson.....	30	"	Thos. F. Howells.....	15	"
Miles Delmer.....	50	"	Lawrence Burns.....	50	"
Jno. T. Davis.....	15	"	Peter Gallagher.....	12	"
Evan Edmunds.....	35	"	Daniel Hefferon.....	20	"
Henry M. Davis.....	15	"	William Hopkins.....	22	"
Owen Jones.....	30	"	Patrick J. Rainey.....	25	"
Jno. Jones.....	30	"	Thos. Butler.....	27	"
Jno. A. Phillips.....	30	"	John Carroll.....	15	"
Luke Scott.....	19	"	Steve Boston.....	15	"
Edward Bryant.....	15	"	Edward Jenkins.....	24	"
Thos. Jones.....	27	"			

SIXTH. The annual earnings of the mine workers are insufficient to maintain the American standard of living.

We have already shown wherein the miner himself controls entirely the number of hours which he shall work, and so directly the bulked earnings which he receives per day or month. Moreover we claim, and have stated, that the opportunity is afforded the miner to earn sufficient wages to educate his children, lay aside a provision for his old age, and live meanwhile according to the American standard. If, with these conditions obtaining the miner does not live according to the customary American standard, we believe it fair to assume that the manner of his living is that which he elects as his own standard. The high plane of American living is due entirely to the thrift, industry and economy of the great mass of American people.

SEVENTH. The increased cost of living has made it impossible to maintain a fair standard of life upon the basis of present wages, and has not only prevented the mine workers from securing any benefit from increased prosperity, but has made their condition poorer on account of it.

In answering this statement, we beg to refer to our reply to the statement immediately preceding, and to state in addition: That assuming that there has been an increase in the cost of living, it is an increase which falls on all alike. In this, the miner's circumstances are no worse than those of others. There has been a general advance in wages in the past two years, and in this the miner has shared in common with the other trades. Again we find the miner on relatively the same footing as others. A condition exists, however, which makes the miner's condition in the labor world preferable to that of the followers of other occupations, in that he retains to himself the opportunity and privilege to increase his daily wage by his own effort, to a much greater extent than almost any other skilled workman.

EIGHTH. The wages of the anthracite mine workers are so low that their children are prematurely forced into the breakers and mills instead of being supported and educated upon the earnings of their parents.

This statement we deny absolutely. Where the children of the miners are prematurely forced into the breakers and mills, it is due entirely to the disposition of the parents, for the fact remains that many of our most prominent and progressive professional and business men have been miners themselves, or are the children of miners, and in their educational qualifications they are easily the equals of their associates whose start in life was from other surroundings.

NINTH. Wages are below the fair and just earnings of mine workers in this industry.

This is fully answered in our foregoing answers to statements.

TENTH. The ten-hour day is detrimental to the health, life, safety and well-being of the mine workers.

In answering this question we beg to refer your honorable Commission again to the paper marked Exhibit A.

Whether ten hours' work per day is detrimental to health, life and general safety, is a proposition which is applicable to all avocations, and is not confined to that of mining alone. It is a matter to be determined by statistical research and the opinions of physicians and actuaries.

ELEVENTH. Shorter hours improve the physical, mental and moral condition of the workers.

This is purely a sociological question with which the coal operators have nothing to do. By this we do not desire to be understood as assuming an attitude of entire indifference to the physical and moral welfare of the mine workers, but we reiterate that the proposition is one which sociologists are better qualified to deal with than business men. The operators' concern in this controversy is to arrive at a satisfactory basis upon which the mining of coal can be proceeded with by the payment of a fair rate of wages to the mine workers.

TWELFTH. Shorter hours increase the intensity and efficiency of labor.

Another sociological question. Shorter hours also increase the cost of production.

THIRTEENTH. The tendency of National and State governments, of organized trades and of production generally, is toward shorter hours.

This is the result of a nearly universal disposition among men to work no more than necessary in order to maintain such standard of living as they find most conducive to their own happiness.

FOURTEENTH. A working day of eight hours is sufficiently long for the best interests of the workingman and of the community.

This is another sociological question.

1. Measurement by the legal ton wherever practicable is the only honest and just system of measuring the earnings of the mine workers.

This is not a statement of fact, and it must be admitted without argument that it is just as fair to mine coal by measure as by weight.

If a legal ton was made the standard in ascertaining the earning of the miners instead of the present practice of making 27½ hundredweight to 30 hundredweight the standard, it would not make the slightest difference in the miner's pay, as he would simply be paid by the hundredweight instead of by the ton.

If he were paid the same price for 20 hundredweight, or a legal ton, as for 27½ to 30 hundredweight, it would be an increase of 40 to 50 per cent in wages, and we submit that this claim for a legal ton is a very thinly disguised effort to secure 40 to 50 per cent advance in wages.

2. When the operators sell or transport coal it is on the basis of a legal ton of 2,240 pounds.

The question at issue in this controversy is whether the miner is receiving fair wages for the labor he performs, and we submit that this question does not enter into the controversy at all.

3. The excessive ton was originally intended to compensate the operator for the waste of the small sizes of coal which were discarded, but which are now utilized and sold, and therefore there is no present necessity for the use of any other than the legal ton.

This statement has no bearing on the question at issue. If we understand aright, the questions before your honorable Commission are to determine whether the mine worker is receiving a fair and just return for his labor. In the adjustment of this question we believe that the only points to be considered are: (a) The nature and character of the work performed; (b) the hours of employment; (c) the wages paid, both with respect to the cost of living, and in comparison with the rate of wages paid to other skilled labor.

These questions we have answered, but we again respectfully submit that the above statement is irrelevant and not a question at issue or of concern to the mine workers. We, however, might note, that when this standard was established, the market took from 20 to 40 per

cent of lump coal and a large percentage of grate coal, but owing to changes in methods of burning, and the substitution of soft coal and coke in iron making, the demand for lump and grate coal has practically disappeared. Now we only have market for egg, stove, nut and the smaller sizes. The grinding down of the lump and the grate to the smaller sizes entails a waste equal to the gain made by the selling of the smaller sizes. As a matter of fact, the records of many companies show that 27½ to 30 hundredweight, according to the different kinds of coal is barely sufficient, owing to the breakage in preparation and foreign substances sent out in the car, which run from 20 to 40 per cent, to produce a ton of marketable coal, including pea and buckwheat.

4. The adoption of this system would remove an incentive, both to the operator and the worker, to cheating and dishonesty, and would allay jealousy among the miners and prevent unjust discrimination and favoritism.

This is an absurd statement, and does not enter into the question in controversy at all. It is as easy to cheat, if the desire to do so is present, in weight as in measure, and it is impossible to keep a dishonest man honest.

5. The change of the present system to the one asked for would prove a strong factor in allaying suspicion and discontent among the mine workers.

This is simply a repetition of a former demand, and we desire to reiterate as we have stated in our answers to former demands, that it is a poorly disguised effort on their part to secure an advance of 20 to 50 per cent in the price for their labor in addition to the demand for 20 per cent in wages which they have already made, and thereby increase a wage scale already above that of other employments requiring vastly greater skill and intelligence and years of apprenticeship at extremely low wages, as against a short term of apprenticeship at high wages required to make an efficient miner.

1. The anthracite mine workers should not be compelled to make or sign individual agreements, but have the right to form such organizations and choose such agents and officers as they desire, to act collectively instead of individually wherever they deem that their best interests are subserved thereby.

We do not deny the right of our employees to organize for purposes of mutual advantage and benefit to themselves, and to act collectively when their best interests may be served thereby. But we do deny the right of any interference with the individual for the purpose of preventing him from entering into any agreement he may see fit for the sale of his labor, a right guaranteed him under the Constitution of the United States.

2. Agreements between employers and employees through workmen's organizations and the ordinary method of regulating production and wages in the bituminous coal field and in other large industries are beneficial, successful and in keeping with the spirit of the times.

This is absolutely disputed by the operators in the bituminous region.

3. Unions of working men tend to better discipline among the men and to the improvement of their physical, moral and mental condition, and to the preservation of friendly relations between the employer and employee.

To the statement that labor unions improve both the morals and discipline of their members, we answer, that this may be true when applied to some organizations. But when applied to the miners' union as now conducted, we enter a most emphatic denial, and propose to introduce evidence showing that prior to the advent of the organization known as the United Mine Workers of America, it was considered bad form to kill or maim a citizen who attempted to exercise the right to sell his labor, guaranteed him under the Constitution of the United States. We also propose to show that the vast number of brutal murders and beatings committed during the past five months show that the teachings of the miners' union has brought about such moral obliquity as to cause its members to believe themselves justified in these acts of violence, and we will prove that the officers and the members of this union have justified this course by defending both by counsel and by procuring bail those who have been guilty of these atrocious acts. In regard to discipline, we offer to prove that the dictation of the miners' union as to whom we should hire, and particularly as to whom we should discharge, has resulted in such absolute and continued insubordination of employees in the anthracite mines as to bring about absolute reduction in efficiency of from 10 to 20 per cent. This can be conclusively proven by the daily production per man as shown by the mine inspector's report of 1899, and compared to the same production of 1901. These statistics in some instances show a falling off of 20 per cent, entirely due to lack of ability to enforce discipline by discharge.

4. Experience shows that the trade agreement is the only effective method by which it is possible to regulate questions arising between employer and employed in large industries, and that a trade agreement is the only possible way to establish the relations between the employer and the wage worker in the anthracite field on a just and permanent basis, and as far as possible to do away with any cause for the recurrence of such difficulties as those you now (the Anthracite Coal Strike Commission) have been called in to settle.

We deny this statement and offer to show that for twenty years prior to the advent of the miners' union, the miners had been able to maintain a standard of hour wages higher than any other class of employees without regard to skill required. This they have done during long periods of depression in business. We will show that during some of these periods the bituminous miners have been forced to accept as low as \$1 per day, while at the same time the men engaged in anthracite mining received from 40 cents to \$1 per hour. We will show that this scale of wages has been maintained without the help or assistance of any labor union or organization whatever, and practically without strikes or lockouts. We will also show that since the advent of the miners' union we have had seven months of complete idleness, and many, many days and weeks of idleness at individual collieries as the result of the attempt of the miners' union to manage and control the operators' business in the matter of hiring and discharging men. We believe that we will be able to prove such tremendous losses of life and money as the direct results of the methods of this particular union as to convince your honorable Commission that it is inexpedient to do any act which may contribute to its continued existence.

I. H. BURNS,  
H. C. REYNOLDS,  
*Attorneys.*

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APPENDIX B.

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EARNINGS OF CONTRACT MINERS AND  
OF EMPLOYEES PAID BY DAY,  
WEEK, OR MONTH.

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## APPENDIX B.

### EARNINGS OF CONTRACT MINERS AND OF EMPLOYEES PAID BY DAY, WEEK, OR MONTH.

#### METHODS OF PAYMENT AND EXPLANATION OF WAGE STATEMENTS.

Prior to the organization of the Commission a very large amount of work had been done by some of the companies who were parties to the submission, in the preparation of statements showing the earnings of their employees. This work was carried on independently, and as a result the statements prepared and presented in response to the request of the Commission, while entirely sufficient for its purposes, were made up on different bases and in such different forms as not to be given readily in one general tabulation.

The statements showing the earnings of *contract miners*, made up by the Lehigh Valley and the Lehigh and Wilkesbarre Coal companies, embraced only those miners who worked throughout the year for these companies, respectively, and whose names appear on the pay rolls for each of the twelve months. The statements of the Delaware, Lackawanna and Western, the Philadelphia and Reading, and the Hillside companies include all contract miners appearing on their rolls, irrespective of how short a time they may have worked. This results in a correspondingly larger proportion of men in the lower groups in the statements of these companies than is the case in the statements of the companies first named. This must be taken into account in any comparison of the different tables, as the earnings shown in the lower groups, in the statements of those companies which included all their miners, do not necessarily represent annual earnings. The average days worked by the miners in these lower groups, as is shown by the second column, are so few as to represent only a few months' work. These same miners may have worked the remainder of the year in the collieries of other companies, and if it were possible to know the amount earned by them from different companies, their annual earnings might be found to be considerably higher than appears from any one statement.

Some difficulty was met in the effort to ascertain accurately the annual earnings of contract miners, owing to their different systems of carrying on their work. The *contract miner*, as has been pointed out in the report, is an independent contractor who employs one or more assistants. The more general practice is for each miner to occupy one chamber and to hire one laborer to load the coal into the mine cars. In some cases the miner has no laborer and loads his own coal, while in others a single miner may have several laborers. In a still larger number of cases two miners work together as partners, assisted by one or several laborers; and in still other instances a single miner works

with one or more assistant miners and a number of laborers. Some of the companies have on their books the name of each miner where two or more are working under one contract, and they pay to each his proportionate share of the joint earnings; and they also require the miner to state the amount due to his laborer or laborers, and they deduct this amount from the miner's earnings and pay it directly to the laborer. This is the practice of the Lehigh Valley, Lehigh and Wilkesbarre, Philadelphia and Reading, and the Scranton Coal Company. These companies have, therefore, on their books an accurate record of the actual net earnings remaining to each miner on their books after paying his assistants.

The Delaware, Lackawanna and Western, the Hillside, the Pennsylvania, the Delaware and Hudson, and the Temple Iron Company carry on their books the single miner in whose name the contract stands, irrespective of how many men may be in the group that does the work under that contract, and they pay over to him the entire amount earned, leaving it to him to pay his assistants their respective shares.

The almost universal practice, however, in the mines of the Delaware, Lackawanna and Western and the Hillside companies is for each miner to work assisted by a single laborer. A careful investigation made at their collieries during the sittings of the Commission showed that the laborer received, as an average, 36 per cent of the gross earnings of the miner. The statements showing the earnings of the contract miners of these two companies have been made upon this basis of distribution of earnings between miner and laborer, and may be taken as substantially correct.

There is no uniform method of working in the mines of the Pennsylvania Coal Company or the Temple Iron Company or the Delaware and Hudson Company. The practice of groups of two, three, four, or even more men working under a single contract was found to be so common as to render it impossible by the adoption of any average percentage of distribution between miner and laborer—as was practicable in the cases of the Delaware, Lackawanna and Western and the Hillside companies—to tabulate the actual net earnings of contract miners with any approach to accuracy. These companies filed all the available data shown by their books for the information of the Commission, and a careful examination of this indicates that the tabulations of earnings of contract miners here published are thoroughly representative.

The figures given in the wage tables in the following pages are made up from data furnished to the Commission by the several mining companies.

The tables showing earnings of *contract miners* contain a column showing the number of days the breakers started. This is equivalent to the number of days on which the colliery began operations, and may be taken as showing the number of days on which the opportunity to work was offered the miner. As a rule, the work of the miner is limited by the time the breakers are in operation. This is also true of the greater part of the men and boys employed by the day, week, or month, the work of only a very few classes being entirely independent of breaker time.

The following table shows, by collieries, the average annual earnings of all contract miners of the Lehigh Valley Coal Company whose names appeared on the pay rolls of their respective collieries each and every month in the year 1901, together with the number of days the

breaker started in each colliery, the average number of days on which the miners worked, the per cent of breaker starts worked by miners, the average daily earnings, and the per cent of the total number of contract miners reported who were employed in each colliery:

AVERAGE ANNUAL AND DAILY EARNINGS OF CONTRACT MINERS WORKING THROUGHOUT THE YEAR 1901, AND AVERAGE DAYS ON WHICH MINERS WORKED, FOR EACH COLLIERY OF THE LEHIGH VALLEY COAL COMPANY.

Collieries.	Miners.	Days breaker started.	Average days on which miners worked.	Per cent of breaker starts worked by miners.	Average annual earnings.	Average daily earnings.	Per cent of total miners reported.
Hazleton shaft .....	41	288	256	88.9	\$667.27	\$2.61	4.5
Hazleton No. 1 .....	85	284	257	90.5	656.41	2.55	9.2
Packer No. 3 .....	49	268	231	86.2	644.32	2.80	5.3
Exeter .....	77	276	252	91.3	595.74	2.36	8.3
Primrose .....	10	253	212	83.8	594.76	2.81	1.1
William A .....	126	280	254	90.7	587.18	2.31	13.7
Dorrance .....	74	273	243	89.0	576.26	2.38	8.0
Packer No. 2 .....	12	282	231	81.9	566.21	2.45	1.3
Packer No. 5 .....	27	247	211	85.4	565.17	2.68	2.9
Heidelberg No. 2 .....	33	264	245	92.8	563.99	2.30	3.6
Seneca .....	87	290	289	82.4	546.87	2.29	9.4
Franklin .....	52	222	193	86.9	536.10	2.78	5.6
Heidelberg No. 1 .....	30	266	236	88.7	527.86	2.24	3.3
Henry .....	46	268	239	89.2	522.88	2.19	5.0
Centralia .....	53	236	211	89.4	522.94	2.48	5.7
Prospect .....	63	268	229	85.4	501.43	2.19	6.8
Spring Brook .....	58	230	194	84.3	465.37	2.40	6.3
Average .....	923	264	236	89.4	568.17	2.41	100.0

The next table shows by collieries the average annual earnings of all contract miners of the Lehigh and Wilkesbarre Coal Company whose names appeared on the pay rolls of their respective collieries each and every month in the year 1901, together with the number of days the breaker started in each colliery, the average number of days on which the miners worked, the per cent of breaker starts worked by miners, the average daily earnings, the per cent of the total number of contract miners reported who were employed in each colliery:

AVERAGE ANNUAL AND DAILY EARNINGS OF CONTRACT MINERS WORKING THROUGHOUT THE YEAR 1901, AND AVERAGE DAYS ON WHICH MINERS WORKED, FOR EACH COLLIERY OF THE LEHIGH AND WILKESBARRE COAL COMPANY.

Collieries.	Miners.	Days breaker started.	Average days on which miners worked.	Per cent of breaker starts worked by miners.	Average annual earnings.	Average daily earnings.	Per cent of total miners reported.
South Wilkesbarre .....	121	276	250	90.6	\$686.08	\$2.74	11.1
Lance .....	111	277	258	93.1	667.09	2.59	10.2
Maxwell .....	80	271	242	89.3	627.33	2.57	7.4
Reynolds .....	64	272	254	93.4	609.21	2.40	5.9
Nottingham .....	222	275	255	92.7	593.93	2.33	20.4
Audenried .....	78	268	237	88.4	577.58	2.43	7.2
Wanamie .....	81	263	234	89.0	574.33	2.46	7.4
Hollenbeck No. 2 .....	116	244	234	95.9	564.27	2.41	10.7
Honey Brook .....	43	268	232	86.5	561.58	2.42	3.9
Sugar Notch .....	69	239	209	87.4	509.51	2.44	6.3
Stanton .....	103	190	185	97.4	451.07	2.44	9.5
Average .....	1,088	258	238	92.2	589.05	2.47	100.0

The following table shows, by groups, the annual earnings of all contract miners of the Lehigh Valley Coal Company, whose names appeared on the pay rolls of their respective collieries each and every month in the year 1901, together with the average number of days on which miners worked, the per cent of breaker starts worked by miners, the average daily earnings of each group, and the per cent of the total miners reported who were in each group:

ANNUAL AND AVERAGE DAILY EARNINGS OF CONTRACT MINERS WORKING THROUGHOUT THE YEAR 1901, AND AVERAGE DAYS ON WHICH MINERS WORKED, CLASSIFIED BY ANNUAL EARNINGS, FOR THE LEHIGH VALLEY COAL COMPANY.

Classified annual earnings.	Miners.	Average days on which miners worked.	Per cent of breaker starts worked by miners.	Per cent of total miners reported.	Average daily earnings.
\$1,000 or over .....	10	254	97	1.1	.....
\$900 or under \$1,000 .....	10	252	96	1.1	\$3.77
\$800 or under \$900 .....	33	258	98	3.6	3.29
\$700 or under \$800 .....	93	250	95	10.1	3.00
\$600 or under \$700 .....	204	249	95	22.1	2.61
\$500 or under \$600 .....	295	238	91	31.9	2.31
\$400 or under \$500 .....	176	221	84	19.1	2.04
\$300 or under \$400 .....	76	206	78	8.2	1.70
\$200 or under \$300 .....	16	185	70	1.7	1.35
Under \$200 .....	10	159	60	1.1	.....
Average .....	923	236	89	100.0	2.41

The following table shows, by groups, the annual earnings of all contract miners of the Lehigh and Wilkesbarre Coal Company, whose names appeared on the pay rolls of their respective collieries each and every month in the year 1901 (or each month the colliery was in operation), together with the average number of days on which miners worked, the per cent of breaker starts worked by miners, the average daily earnings of each group, and the per cent of the total miners reported who were in each group:

ANNUAL AND AVERAGE DAILY EARNINGS OF CONTRACT MINERS WORKING THROUGHOUT THE YEAR 1901, AND AVERAGE DAYS ON WHICH MINERS WORKED, CLASSIFIED BY ANNUAL EARNINGS, FOR THE LEHIGH AND WILKESBARRE COAL COMPANY.

Classified annual earnings.	Miners.	Average days on which miners worked.	Per cent of breaker starts worked by miners.	Per cent of total miners reported.	Average daily earnings.
\$1,000 or over .....	9	273	106	0.8	.....
\$900 or under \$1,000 .....	28	263	102	2.6	\$3.60
\$800 or under \$900 .....	58	255	99	5.3	3.33
\$700 or under \$800 .....	123	255	99	11.3	2.94
\$600 or under \$700 .....	238	248	96	21.9	2.62
\$500 or under \$600 .....	340	241	93	31.2	2.28
\$400 or under \$500 .....	193	224	87	17.7	2.01
\$300 or under \$400 .....	80	195	76	7.4	1.80
\$200 or under \$300 .....	15	169	65	1.4	1.48
Under \$200 .....	4	169	65	.4	.....
Average .....	1,088	238	92	100.0	2.47

The following table shows, by groups, the earnings of all contract miners who worked for any period during the year ending October 31, 1901, in nine selected collieries of the Philadelphia and Reading Coal and Iron Company, together with the average number of days on which miners worked, the per cent of breaker starts worked by miners, the average daily earnings of each group, and the per cent of the total miners who were in each group:

ANNUAL AND AVERAGE DAILY EARNINGS OF CONTRACT MINERS AND AVERAGE DAYS ON WHICH MINERS WORKED, FOR YEAR ENDING OCTOBER 31, 1901, CLASSIFIED BY ANNUAL EARNINGS, FOR NINE SELECTED COLLIERIES OF THE PHILADELPHIA AND READING COAL AND IRON COMPANY.

Classified annual earnings.	Miners.	Average days on which miners worked.	Per cent of breaker starts worked by miners.	Per cent of total miners.	Average daily earnings. (a)
\$1,000 or over .....	24	266	102	1.3	.....
\$900 or under \$1,000 .....	32	254	97	1.7	\$3.74
\$800 or under \$900 .....	46	250	96	2.5	3.40
\$700 or under \$800 .....	86	245	94	4.7	3.06
\$600 or under \$700 .....	130	231	88	7.0	2.81
\$500 or under \$600 .....	188	215	82	10.2	2.56
\$400 or under \$500 .....	140	181	69	7.6	2.49
\$300 or under \$400 .....	136	143	55	7.4	2.45
\$200 or under \$300 .....	160	103	39	8.7	2.42
Under \$200 .....	901	28	11	48.9	.....
Average .....	1,843	111	42	100.0	2.75

a The average earnings of contract miners in the 9 collieries of the Philadelphia and Reading Co. embraced in this table are approximately 10 per cent higher than the average earnings in the entire 37 collieries of this company.

The following table shows by groups the earnings of all contract miners who worked for any period during the year 1901 in any of the 19 collieries of the Delaware, Lackawanna and Western Railroad Company, together with the average number of days on which miners worked, the per cent of breaker starts worked by miners, the average daily earnings of each group, and the per cent of the total miners who were in each group:

ANNUAL AND AVERAGE DAILY EARNINGS OF CONTRACT MINERS AND AVERAGE DAYS ON WHICH MINERS WORKED, FOR YEAR 1901, CLASSIFIED BY ANNUAL EARNINGS, FOR THE DELAWARE, LACKAWANNA AND WESTERN RAILROAD COMPANY.

Classified annual earnings.	Miners.	Average days on which miners worked.	Per cent of breaker starts worked by miners.	Per cent of total miners.	Average daily earnings.
\$1,000 or over .....	56	251	96	1.6	.....
\$900 or under \$1,000 .....	44	257	98	1.3	\$3.70
\$800 or under \$900 .....	104	259	99	3.0	3.28
\$700 or under \$800 .....	303	266	102	8.8	2.82
\$600 or under \$700 .....	639	260	99	18.6	2.50
\$500 or under \$600 .....	761	245	93	22.2	2.24
\$400 or under \$500 .....	433	213	81	12.6	2.11
\$300 or under \$400 .....	313	170	65	9.1	2.06
\$200 or under \$300 .....	231	122	47	6.7	2.05
Under \$200 .....	554	50	19	16.1	.....
Average .....	3,438	200	76	100.0	2.36

The next table shows, by groups, the earnings of all contract miners who worked for any period during the twelve months ending March 31, 1902, in the collieries of the Hillside Coal and Iron Company, together with the average number of days on which miners worked, the per cent of breaker starts worked by miners, the average daily earnings of each group, and the per cent of total miners who were in each group:

ANNUAL AND AVERAGE DAILY EARNINGS OF CONTRACT MINERS AND AVERAGE DAYS ON WHICH MINERS WORKED, FOR YEAR ENDING MARCH 31, 1902, CLASSIFIED BY ANNUAL EARNINGS, FOR THE HILLSIDE COAL AND IRON COMPANY.

Classified annual earnings.	Miners.	Average days on which miners worked.	Per cent of breaker starts worked by miners.	Per cent of total miners.	Average daily earnings.
\$1,000 or over .....	24	210	83	2.4	.....
\$900 or under \$1,000 .....	8	226	89	.8	\$4.22
\$800 or under \$900 .....	20	215	88	2.0	3.95
\$700 or under \$800 .....	36	216	85	3.5	3.47
\$600 or under \$700 .....	109	226	89	10.8	2.87
\$500 or under \$600 .....	136	215	85	13.4	2.56
\$400 or under \$500 .....	159	191	75	15.7	2.36
\$300 or under \$400 .....	117	161	64	11.6	2.17
\$200 or under \$300 .....	95	106	42	9.4	2.36
Under \$200 .....	307	41	16	30.4	.....
Average .....	1,011	143	57	100.0	2.57

The next table shows, by groups, the earnings of all contract miners who worked for any period during the year ending April 30, 1902, in any of the collieries of the Scranton Coal Company, together with the average number of months worked by each group and the per cent of total miners who were in each group:

CLASSIFIED ANNUAL EARNINGS OF CONTRACT MINERS OF THE SCRANTON COAL COMPANY FOR YEAR ENDING APRIL 30, 1902, AND AVERAGE MONTHS WORKED.

Classified annual earnings.	Miners.	Average months worked.	Per cent of total miners.
\$1,000 or over .....	1	12.0	0.0
\$900 or under \$1,000 .....	3	11.6	.1
\$800 or under \$900 .....	21	11.8	1.0
\$700 or under \$800 .....	74	11.8	3.6
\$600 or under \$700 .....	175	11.7	8.5
\$500 or under \$600 .....	220	11.1	10.7
\$400 or under \$500 .....	211	10.7	10.2
\$300 or under \$400 .....	219	9.0	10.6
\$200 or under \$300 .....	243	6.3	11.8
Under \$200 .....	899	2.3	43.5
Average .....	2,066	.....	100.0

The following table shows, by groups, the average rates of pay per 10-hour day, the average number of 10-hour days worked, and the average annual earnings of men and boys employed by the day, week, or month, during the year ending October 31, 1901, at the collieries of the Philadelphia and Reading Coal and Iron Company. This table does not include contract miners:

AVERAGE ANNUAL EARNINGS, RATES PER 10-HOUR DAY, AND 10-HOUR DAYS WORKED DURING YEAR ENDING OCTOBER 31, 1901, FOR EACH OCCUPATION AT COLLIERIES OF THE PHILADELPHIA AND READING COAL AND IRON COMPANY.

Occupations.	Number of men and boys.	Average rate per 10-hour day. <sup>a</sup>	Average 10-hour days worked. <sup>a</sup>	Average annual earnings.
Stable men .....	129	\$1.89	365	\$689.52
Engineers and pumpmen .....	402	2.02	339	685.72
Carpenters .....	158	2.20	274	608.90
Firemen .....	395	1.79	332	594.36
Blacksmiths .....	139	2.05	272	557.43
Lamp men .....	30	1.97	281	554.30
Company miners .....	760	2.81	237	547.88
Miners' laborers .....	2,329	2.05	262	538.58
Repair men .....	464	2.14	241	516.70
Chute starters .....	273	2.17	229	496.88
Bottom men .....	321	2.00	235	470.00
Timbermen .....	168	1.97	236	464.28
Chute bosses .....	224	1.73	266	461.14
Road men .....	226	2.00	225	450.47
Loaders .....	1,286	1.90	229	434.40
Topmen .....	133	1.68	244	409.19
Laborers .....	1,986	1.72	231	397.19
Plane men .....	161	1.79	221	396.20
Drivers and runners .....	1,129	1.69	225	380.55
Tip men .....	101	1.63	233	379.70
Platform men .....	400	1.64	228	373.33
Rock men .....	171	1.63	228	348.84
Oilers .....	72	1.39	242	336.45
Spraggers .....	136	1.27	225	285.65
Switchmen .....	64	1.11	215	238.27
Door boys .....	415	.95	229	217.64
Slate pickers .....	3,771	.93	226	210.10
Average .....	15,843	1.66	242	402.37

The following table shows, by groups, the average rates of pay per 10-hour day, the average number of 10-hour days worked, and the average annual earnings of men and boys employed by the day, week, or month during the year ending April 30, 1902, at the collieries of the Temple Iron Company. This table does not include contract miners:

AVERAGE ANNUAL EARNINGS, RATES PER 10-HOUR DAY, AND 10-HOUR DAYS WORKED DURING YEAR ENDING APRIL 30, 1902, FOR EACH OCCUPATION, AT COLLIERIES OF THE TEMPLE IRON COMPANY.

Occupations.	Number of men and boys.	Average rate per 10-hour day. <sup>a</sup>	Average 10-hour days worked. <sup>a</sup>	Average annual earnings.
Machinists .....	7	\$2.24	313	\$701.19
Breaker and screen bosses .....	5	2.14	296	633.44
Timber and brattice men .....	12	2.36	272	641.92
Blacksmiths .....	17	2.09	288	602.27
Pumpmen .....	11	1.86	322	599.90
Driver bosses .....	7	2.17	272	590.30
Carpenters .....	23	2.10	277	582.83
Engineers .....	61	1.94	293	569.16
Docking bosses .....	5	2.00	283	566.09
Stable men .....	10	1.67	323	539.15
Watchmen .....	5	1.62	327	528.48
Firemen .....	43	1.66	314	521.45
Track men .....	47	1.95	257	501.70
Masons .....	4	2.00	249	499.32
Teamsters .....	6	1.66	281	466.87

<sup>a</sup>In a very few occupations, such as engineers and pumpmen employed in positions which are manned continuously throughout the 24 hours, and firemen, barn men (or stable men), and watchmen, the employees are paid on the basis of 12 hours per day, and the average days worked shown in the table are 12-hour days.

AVERAGE ANNUAL EARNINGS, RATES PER 10-HOUR DAY, AND 10-HOUR DAYS WORKED DURING YEAR ENDING APRIL 30, 1902, FOR EACH OCCUPATION, AT COLLIERIES OF THE TEMPLE IRON COMPANY—Concl'd.

Occupations.	Number of men and boys.	Average rate per 10-hour day. <sup>a</sup>	Average 10-hour days worked. <sup>a</sup>	Average annual earnings.
Slate bosses	9	\$1.61	273	\$438.97
Wheel runners	9	1.82	237	432.05
Miscellaneous	33	1.68	239	400.62
Head and foot men	87	1.65	242	398.80
Drivers and runners	166	1.64	226	371.60
Dump men	9	1.60	232	370.15
Inspectors	5	1.60	231	369.22
Rock men	4	1.47	247	362.16
Culm men	13	1.48	244	361.12
Loaders	30	1.51	230	347.97
Jig tenders	15	1.33	244	324.08
Oilers	13	1.35	216	291.52
Plate men	13	1.30	219	283.71
Door boys	34	.89	217	193.89
Slate pickers	138	.76	188	141.44
Average	791	1.58	243	384.55

The following table shows by groups the average rates of pay per 10-hour day, the average number of 10-hour days worked, and the average annual earnings of men and boys employed by the day, week, or month during the year 1901, at the collieries of the Delaware, Lackawanna and Western Railroad Company. This table does not include contract miners:

AVERAGE ANNUAL EARNINGS, RATES PER 10-HOUR DAY, AND 10-HOUR DAYS WORKED DURING YEAR 1901, FOR EACH OCCUPATION, AT COLLIERIES OF THE DELAWARE, LACKAWANNA AND WESTERN RAILROAD COMPANY.

Occupations.	Number of men and boys.	Average rate per 10-hour day. <sup>a</sup>	Average 10-hour days worked. <sup>a</sup>	Average annual earnings.
Machinists	38	\$2.43	337	\$818.60
Blacksmiths and electricians	43	2.34	316	738.31
Driver bosses and carpenters	97	2.26	301	679.35
Engineers and pumpmen	281	2.06	327	673.32
Timbermen	119	2.32	270	627.90
Watchmen	25	1.65	365	603.06
Water bailers	8	1.77	335	591.14
Track men and helpers	120	2.24	262	586.20
Firemen and ash men	150	1.66	347	575.50
Tail-rope men	9	1.91	300	574.45
Stable men	51	1.55	365	564.12
Return men and company miners	62	2.10	253	531.02
Blacksmiths' helpers and linemen	25	1.66	302	502.88
Masons and shaft men	73	2.35	220	517.50
Brattice men	53	2.25	240	540.99
Carpenters helpers, teamsters, and oilers	66	1.60	300	480.97
Miscellaneous	624	1.75	272	475.79
Head and foot men	347	1.70	266	452.00
Timbermen's helpers and docking bosses	32	1.76	234	413.03
Prop cutters	65	1.62	275	446.81
Slate bosses	100	1.64	240	393.54
Rock men	5	2.38	163	387.08
Fuel men	19	1.41	260	367.10
Plate men	100	1.58	210	332.29
Dump men	40	1.50	250	376.55
Loaders, runners, and drivers	1,308	1.50	216	324.31
Screen men	11	1.54	199	305.63
Car oilers	11	1.25	200	250.00
Ticket boys	3	.81	199	160.88
Slate pickers	1,453	.78	199	154.80
Door boys	230	.86	199	171.58

<sup>a</sup>In a very few occupations, such as engineers and pumpmen employed in positions which are manned continuously throughout the 24 hours, and firemen, barn men (or stable men), and watchmen, the employees are paid on the basis of 12 hours per day, and the average days worked shown in the table are 12-hour days.

The following table shows by groups the average rates of pay per 10-hour day, the average number of 10-hour days worked, and the average annual earnings of men and boys employed by the day, week, or month during the year ending March 31, 1902, at the collieries of the Hillside Coal and Iron Company. This table does not include contract miners.

AVERAGE ANNUAL EARNINGS, RATES PER 10-HOUR DAY, AND 10-HOUR DAYS WORKED DURING YEAR ENDING MARCH 31, 1902, FOR EACH OCCUPATION, AT COLLIERIES OF THE HILLSIDE COAL AND IRON COMPANY.

Occupations.	Number of men and boys.	Average rate per 10-hour day. <sup>a</sup>	Average 10-hour days worked. <sup>a</sup>	Average annual earnings.
Engineers	46	\$2.01	348	\$699.45
Machinists	11	2.03	309	627.45
Carpenters	40	2.08	291	605.77
Blacksmiths	23	2.01	300	605.56
Track men	55	1.94	309	600.58
Stable men	11	1.80	321	580.22
Watchmen	11	1.62	352	571.16
Masons	7	2.01	282	566.47
Firemen	54	1.76	307	542.36
Timber and brattice men	15	2.01	239	480.95
Pumpmen	33	1.67	285	476.82
Headmen	24	1.58	255	403.76
Miscellaneous	318	1.70	226	385.05
Laborers	70	1.65	240	371.59
Dump men	38	1.52	242	368.89
Loaders	43	1.60	227	362.46
Footmen	53	1.67	210	352.16
Drivers and runners	415	1.57	191	299.76
Plate men	31	1.38	191	262.68
Slate pickers	246	.88	235	207.15
Door boys	59	.71	173	123.33
Average	1,603	1.55	232	359.53

<sup>a</sup>In a very few occupations, such as engineers and pumpmen employed in positions which are manned continuously throughout the 24 hours, and firemen, barn men (or stable men), and watchmen, the employees are paid on the basis of 12 hours per day, and the average days worked shown in the table are 12-hour days.

The following table shows, by groups, the average rates of pay per 10-hour day, the average number of 10-hour days worked, and the average annual earnings of men and boys employed by the day, week, or month during the year ending March 31, 1902, at the collieries of the Pennsylvania Coal Company. This table does not include contract miners.

AVERAGE ANNUAL EARNINGS, RATES PER 10-HOUR DAY, AND 10-HOUR DAYS WORKED DURING YEAR ENDING MARCH 31, 1902, FOR EACH OCCUPATION, AT COLLIERIES OF THE PENNSYLVANIA COAL COMPANY.

Occupations.	Number of men and boys.	Average rate per 10-hour day. <sup>a</sup>	Average 10-hour days worked. <sup>a</sup>	Average annual earnings.
Engineers.....	112	\$2.10	346	\$727.69
Trackmen.....	97	1.87	325	608.55
Firemen and ashmen.....	75	1.65	352	583.13
Stable men.....	27	1.55	361	559.63
Blacksmiths.....	23	2.26	247	558.55
Pumpmen.....	17	1.92	276	530.14
Machinists.....	22	2.00	257	512.77
Carpenters.....	51	2.14	238	507.09
Company miners.....	49	2.08	233	484.97
Watchmen.....	25	1.35	325	439.90
Masons.....	40	1.91	230	439.27
Footmen.....	90	1.57	238	373.43
Headmen.....	62	1.56	239	371.35
Laborers.....	118	1.58	218	343.31
Conveyor men.....	34	1.53	222	339.09
Timber and brattice men.....	22	1.92	173	333.58
Teamsters.....	18	1.55	210	325.99
Loaders.....	92	1.60	202	324.51
Dump men.....	62	1.57	204	321.63
Miscellaneous.....	122	1.68	216	362.95
Plate men.....	73	1.44	191	275.00
Friction men.....	44	1.48	166	245.28
Drivers and runners.....	654	1.38	170	234.97
Slate pickers.....	599	.94	172	161.96
Door boys.....	150	.73	140	101.45
Average.....	2,678	1.48	207	307.44

The following table shows, by groups, the average rates of pay per 10-hour day, the average number of 10-hour days worked, and the average annual earnings of men and boys employed by the day, week, or month during the year 1901 at the collieries of the Delaware and Hudson Company. This table does not include contract miners.

AVERAGE ANNUAL EARNINGS, RATES PER 10-HOUR DAY, AND 10-HOUR DAYS WORKED, DURING YEAR 1901, FOR MEN AND FOR BOYS IN EACH OCCUPATION, AT COLLIERIES OF THE DELAWARE AND HUDSON COMPANY.

Occupations.	Number of men. <sup>b</sup>	Number of boys. <sup>b</sup>	Average 10-hour days worked. <sup>a</sup>		Average rate per 10-hour day. <sup>a</sup>		Average yearly earnings.	
			Per man.	Per boy.	Per man.	Per boy.	Per man.	Per boy.
Engineers, shaft.....	54.84		352.8		\$2.37		\$836.11	
Engineers, outside slope.....	30.12		320.9		2.20		705.87	
Engineers, breaker.....	25		312.6		2.10		656.37	
Engineers, fan.....	12		365.7		1.73		632.71	
Engineers, outside haulage.....	10		309.3		2.18		674.17	
Engineers, tower.....	2		253.7		2.33		591.10	
Engineers, culm.....	15		254.5		1.77		450.54	
Engineers, compressor.....	3.41	2	351.6	204.2	1.72	\$1.26	604.81	\$257.30
Engineers, washery.....	5		311.6		1.84		573.31	
Engineers, locomotive.....	13.75		263.9		2.23		588.44	
Firemen, locomotive.....	1	2.92	283	320.7	1.16	1.17	328.28	375.20
Firemen.....	121.275		343.7		1.76		604.94	
Firemen assistant.....	16.795		306.1		1.60		489.83	
Ash men.....	40.87		334		1.53		510.96	
Fuel men.....	22.54	11.63	280.7	180.3	1.55	1.04	435.10	187.55
Watchmen.....	44.81		371.9		1.54		572.75	
Barn men.....	39.18		360.8		1.68		606.08	
Barn men, assistant.....	11	9	329.6	358.5	1.62	1.02	533.92	365.70

<sup>a</sup> In a very few occupations, such as engineers and pumpmen employed in positions which are manned continuously throughout the 24 hours, and firemen, barn men (or stable men), and watchmen, the employees are paid on the basis of 12 hours per day, and the average days worked shown in the table are 12-hour days.

<sup>b</sup> The fractions result from the inclusion of persons employed for periods less than a year.

AVERAGE ANNUAL EARNINGS, RATES PER 10-HOUR DAY, AND 10-HOUR DAYS WORKED, DURING YEAR 1901, FOR MEN AND FOR BOYS IN EACH OCCUPATION, AT COLLIERIES OF THE DELAWARE AND HUDSON COMPANY—Continued.

Occupations.	Number of men. <sup>a</sup>	Number of boys. <sup>a</sup>	Average 10-hour days worked. <sup>b</sup>		Average rate per 10-hour day. <sup>b</sup>		Average yearly earnings.	
			Per man.	Per boy.	Per man.	Per boy.	Per man.	Per boy.
Teamsters.....	39.55		302.8		\$1.69		\$511.70	
Blacksmiths.....	54.15		301.3		2.30		692.89	
Blacksmiths, assistant.....	45.133		294.6		1.65		486.10	
Carpenters, outside.....	143.463		293		2.24		656.89	
Carpenters, assistant outside.....	80.453		271.6		1.72		467.13	
Prop cutters.....	17.75		226.6		1.55		351.26	
Breaker bosses.....	5		274		1.84		504.21	
Weighmasters on head.....	8		322.7		1.71		551.88	
Docking bosses.....	26		212.7		1.76		374.31	
Dumpers.....	19.79		253		1.59		402.29	
Headmen, shaft.....	101.112		245.8		1.60		393.25	
Headmen, shaft, second class.....	25.05	7.32	247.2	196.1	1.43	\$0.90	353.46	\$176.44
Plate men.....	49.639		181.3		1.52		275.63	
Platform men.....	2		242.4		1.60		387.80	
Platform men, second class.....	17.825		212.4		1.29		273.97	
Friction boys.....	1	1	230.7	205.3	1.17	1.00	269.96	205.25
Gate men.....	5		174.5		1.35		235.53	
Gate boys.....		9		206		.92		189.49
Crushers.....		5.83		204.4		.92		188.07
Shakers.....		14.95		232.5		.93		216.27
Jig runners.....		10.28		198.4		1.10		218.20
Chute men.....	5.7	2	235.5	229.1	1.41	1.10	332.01	252.66
Box carriers and dumpers.....	2.92	2.78	192.1	154.6	1.20	.83	230.54	128.31
Oilers, breaker.....	12	12	308	282.1	1.27	1.10	391.18	310.26
Oilers, car.....	10	20	211.9	192.4	1.34	.91	283.93	175.12
Oilers, pulley.....		4		229.7		.75		172.80
Clerks.....	7		311.9		1.83		570.81	
Weighmasters.....	25.66		308.5		1.71		527.53	
Weighmasters, assistant.....	9	1	305.6	249.1	1.26	.91	385.11	226.70
Inspectors.....	22.6		278.5		1.67		465.13	
Loaders.....	88.596		257.9		1.60		412.63	
Loaders, second class.....	26.86		226.5		1.46		330.64	
Loaders, third class.....	1	2	263	157.9	1.38	.83	362.89	131.02
Scale runners.....	28.22	4.83	254.7	243.7	1.56	.96	397.27	233.99
Scale runners, assistant.....	9.9	5	229.9	177.4	1.25	1.04	287.35	184.49
Locomotive runners.....	7.04	1	274.4	231.7	1.42	1.10	389.67	254.92
Shaft spraggers.....	5.83	3	226.6	229.6	1.43	.84	324.05	192.83
Outside shaft drivers.....	6	13.92	228.1	233.8	1.39	.91	317.11	212.80
Culm loaders.....	13	5	205.5	233.3	1.51	1.15	310.24	268.26
Culm loaders, assistant.....	1	4	142.2	247.8	1.38	.76	196.20	188.36
Culm footmen.....	5	3.95	234.5	189.5	1.58	1.11	370.49	210.33
Culm headmen.....	7	5.95	258.1	262.2	1.52	.84	392.26	220.23
Culm dumpers.....	27.42		224		1.58		353.95	
Culm dumpers, assistant.....	2	1	264.3	262.2	1.40	1.17	369.98	295.03
Culm runners.....	2.1	2	171.5	208.5	1.41	.88	241.81	183.48
Culm drivers.....	6.24	36.71	185.8	199.2	1.32	.96	245.31	191.23
Rock dumpers, first class—outside.....	10.79		232.2		1.61		373.84	
Rock dumpers, second class—outside.....		6.96		267.7		1.48		396.24
Rock drivers.....	1	4.92	283.5	148.8	1.41	.97	399.70	144.34
Shovelers.....	29.08	1.8	219.4	180.8	1.46	.88	320.32	159.10
Shovelers, second class.....		1.1		266.8		1.41		376.19
Laborers, first class—outside.....	104.137		261		1.59		414.98	
Laborers, second class—outside.....	100.82		280.2		1.42		397.83	
Laborers, third class—outside.....	89.258		254.9		1.35		344.06	
Laborers, fourth class—outside.....	4.08		276.4		1.13		312.34	
Washery men.....	5.5		119.3		1.54		183.71	
Washery oilers.....	1	2	220.7	251.9	1.40	1.12	308.92	282.08
Slate bosses.....	78.922		229.6		1.59		365.04	
Man slate pickers, first class.....	368.009		196.8		1.10		216.47	
Man slate pickers, second class.....	47.02	52.008	108.6	178.9	1.05	.97	114.04	173.55
Man slate pickers, third class.....		37.97		177.9		.90		160.09
Man slate pickers, fourth class.....		22.38		189.8		.88		166.98
Boy slate pickers, first class.....		180.407		180		.72		129.61
Boy slate pickers, second class.....		403.37		153.6		.66		101.40
Boy slate pickers, third class.....		198.26		201.7		.59		119.01
Boy slate pickers, fourth class.....		134.34		178.9		.63		112.73
Boy slate pickers, fifth class.....		27.2		158.1		.58		88.78
Boy slate pickers, sixth class.....		17.65		136.2		.51		69.44

<sup>a</sup> The fractions result from the inclusion of persons employed for periods less than a year.

<sup>b</sup> In a very few occupations, such as engineers and pumpmen employed in positions which are manned continuously throughout the 24 hours, and firemen, barn men (or stable men), and watchmen, the employees are paid on the basis of 12 hours per day, and the average days worked shown in the table are 12-hour days.

AVERAGE ANNUAL EARNINGS, RATES PER 10-HOUR DAY, AND 10-HOUR DAYS WORKED, DURING YEAR 1901, FOR MEN AND FOR BOYS IN EACH OCCUPATION, AT COLLIERIES OF THE DELAWARE AND HUDSON COMPANY—Concluded.

Occupations.	Number of men. <sup>a</sup>	Number of boys. <sup>a</sup>	Average 10-hour days worked. <sup>b</sup>		Average rate per 10-hour day. <sup>b</sup>		Average yearly earnings.	
			Per man.	Per boy.	Per man.	Per boy.	Perman.	Per boy.
Engineers, slope	39.22		264.4		\$1.99		\$526.17	
Engineers, chain hoist	1	3	208.1	172.1	1.60	\$1.22	333.00	\$209.93
Engineers, air motor	13.86		285.7		1.81		517.12	
Pumpmen	66.28		350.7		1.82		638.21	
Inside carpenters or track layers	79.26		277.4		2.33		646.42	
Inside carpenters or track layers, assistant	72.989		276.1		1.83		505.29	
Timbermen	55.869		265.5		2.19		581.48	
Timbermen, assistant	75.646		267.1		1.86		496.86	
Brattice men	34.51		229		2.06		471.67	
Brattice men, assistant	16.65		228.5		1.85		422.75	
Masons	40.802		241.3		1.98		477.76	
Masons, assistant	16.407		215.6		1.78		383.71	
Wheelmen, first class	84.52		238.4		1.75		417.14	
Air-motor helpers	8.35	11.66	251	237.1	1.57	1.18	394.04	279.79
Footmen, first class	99.617		242.8		1.86		451.67	
Footmen, second class	24.903		250.8		1.70		426.42	
Footmen, third class	17.091		222.1		1.56		346.50	
Footmen, fourth class	3.76		189.1		1.46		276.10	
Footmen, sixth class		2		202.3		1.16		234.61
Culm men, first class	25.20		264.2		1.63		430.61	
Culm men, second class	39.42		247.1		1.52		375.52	
Road cleaners	22.685		211.5		1.63		344.79	
Rock dumpers	31.21		239.8		1.80		431.67	
Company miners	81.081		217.9		2.20		479.45	
Laborers, first class—inside	119.058		248.6		1.86		462.34	
Laborers, second class—inside	61.065		235.7		1.64		386.50	
Laborers, third class—inside	22.58		268.6		1.62		435.11	
Driver bosses	47.89		300.4		2.18		654.83	
Driver bosses, assistant	17.75		293.6		1.83		537.29	
Runners, first class	210.315		224.6		1.70		381.87	
Runners, second class	138.721		235.6		1.52		358.09	
Runners, third class	36.55	55.79	242.5	237.8	1.76	1.38	426.73	328.13
Drivers, team	19.95		185.3		1.83		339.01	
Drivers, first class	145.157	10	229.3	161.8	1.60	1.33	366.91	215.13
Drivers, second class	30.48	93.582	219.5	222.9	1.44	1.37	316.10	305.31
Drivers, third class	10.8	225.038	192.1	229.3	1.38	1.22	265.14	279.71
Drivers, fourth class		121.428		223.8		1.17		261.84
Drivers, fifth class		112.80		222.8		1.09		242.90
Drivers, sixth class		69.22		210.7		.99		208.55
Drivers, seventh class		41.655		215.1		.86		184.97
Doormen	25.40		208.6		1.10		223.97	
Doorboys, first class		207.06		215.7		.84		181.16
Doorboys, second class		72.40		214.4		.79		169.40
Doorboys, third class		28.67		200.6		.66		132.40
Miscellaneous	60.448	3	229	153.1	1.78	.78	407.58	119.44
Miscellaneous	66.10	20.99	254.5	181	1.81	.91	460.72	164.74
Miscellaneous	155.643	6.097	273.3	259.8	1.83	.92	509.30	239.04

<sup>a</sup>The fractions result from the inclusion of persons employed for periods less than a year.  
<sup>b</sup>In a very few occupations, such as engineers and pumpmen employed in positions which are manned continuously throughout the 24 hours, and firemen, barn men (or stable men), and watchmen, the employees are paid on the basis of 12 hours per day, and the average days worked shown in the table are 12-hour days.

APPENDIX C.

BREAKER STARTS, HOURS PER DAY IN OPERATION, AND EQUIVALENT IN 10-HOUR DAYS FOR EACH COMPANY AND COLLIERY.

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**BREAKER STARTS, HOURS PER DAY IN OPERATION, AND EQUIVALENT IN 10-HOUR DAYS FOR EACH COMPANY AND COLLIERY.**

**BREAKER STARTS, HOURS PER DAY IN OPERATION, AND EQUIVALENT IN 10-HOUR DAYS FOR EACH COMPANY AND COLLIERY.**

Mining companies and collieries.	Days on which breakers started and continued in operation for—										Total starts	Average hours per start.	10-hour days.
	10 hrs.	9 hrs., but under 10.	8 hrs., but under 9.	7 hrs., but under 8.	6 hrs., but under 7.	5 hrs., but under 6.	4 hrs., but under 5.	3 hrs., but under 4.	2 hrs., but under 3.	1 hr., but under 2.			
<b>PHILADELPHIA AND READING COAL AND IRON COMPANY.</b>													
West Brookside.....	0	265	7	3	3	1	0	0	1	0	280	8.9	250
Lincoln.....	0	259	8	4	1	0	0	0	1	1	274	8.8	242
Burnside.....	0	247	3	4	3	6	4	0	0	1	270	8.7	235
Maple Hill.....	0	257	0	1	3	3	0	2	3	1	270	8.7	236
Boston Run.....	0	258	1	4	2	0	2	1	0	0	269	8.9	239
St. Nicholas.....	0	264	1	0	2	1	1	0	0	0	269	8.8	239
Suffolk.....	0	264	1	0	2	1	1	0	0	0	269	8.9	240
Mahanoy City.....	0	260	1	4	0	3	0	1	0	0	269	8.9	239
Locust Gap.....	0	220	31	4	0	11	0	2	0	0	268	8.7	232
Draper.....	0	258	1	2	0	4	1	0	2	0	268	8.8	237
Tunnel Ridge.....	0	257	3	1	1	2	2	1	1	0	268	8.9	237
North Mahanoy.....	0	255	2	2	4	3	0	2	0	0	268	8.8	237
Eagle Hill.....	0	256	3	2	2	4	0	1	0	0	268	8.9	238
Bear Ridge.....	0	217	0	48	0	2	0	0	0	0	267	8.7	232
Knickerbocker.....	0	238	3	12	5	8	1	0	0	0	267	8.7	232
Silver Creek.....	0	260	2	1	0	1	0	1	0	2	267	8.9	237
North Franklin.....	0	239	2	9	3	4	3	2	3	1	266	8.6	229
Shenandoah City.....	0	242	4	3	3	7	2	2	2	1	266	8.7	230
Kohinoor.....	0	20	0	213	7	10	9	2	2	3	266	7.1	191
Alaska.....	0	259	0	1	1	2	1	0	0	1	265	8.9	236
Wadesville.....	0	0	7	210	27	15	3	1	2	0	265	7.1	189
Otto.....	0	252	2	4	2	3	0	1	0	0	264	8.9	234
Bear Valley.....	0	237	0	5	3	5	5	1	2	2	260	8.4	224
Potts.....	0	234	5	0	4	4	2	3	8	0	260	8.7	226
Preston No. 3.....	0	251	1	0	3	0	1	1	0	3	260	8.8	228
Reliance.....	0	241	1	5	0	4	4	1	3	0	259	8.7	226
Phoenix Park.....	0	251	2	2	1	3	0	0	0	0	259	8.9	231
Bast.....	0	240	4	4	1	4	1	0	2	2	258	8.8	227
Turkey Run.....	0	120	58	16	10	6	9	2	5	0	256	7.9	203
Richardson.....	0	246	1	3	0	2	1	1	1	1	256	8.8	226
Ellangowan.....	0	242	2	0	1	3	1	2	0	2	253	8.8	222
Glendower.....	0	243	0	1	1	7	0	0	1	0	253	8.9	224
Indian Ridge.....	0	227	1	7	4	2	3	3	2	3	252	8.5	216
Good Spring.....	0	230	8	2	2	5	1	0	1	0	249	8.7	219
Gilberton.....	0	229	1	1	2	2	1	0	2	3	241	8.8	212
Girard.....	0	16	0	203	3	3	8	1	3	1	238	7.3	174
Henry Clay.....	0	157	3	4	1	4	3	5	4	2	183	8.3	153
Average.....											261	8.6	225
Per cent of total starts.....	0.0	85.0	1.8	8.5	1.2	1.5	0.8	0.4	0.5	0.3	100		
Per cent of total hours.....	0.0	89.3	1.6	6.9	0.8	0.9	0.3	0.1	0.1	0.0	100		
<b>DELAWARE AND HUDSON CO.</b>													
Von Storch.....	2	74	0	180	3	35	1	0	6	0	301	7.5	225
Olyphant.....	15	139	2	95	4	30	1	0	9	0	295	8.2	243
Eddy Creek.....	4	145	4	96	3	33	0	0	8	0	293	7.8	230
Conyngnam.....	0	0	0	95	95	82	4	5	3	5	289	6.1	175

BREAKER STARTS, HOURS PER DAY IN OPERATION, AND EQUIVALENT IN 10-HOUR DAYS FOR EACH COMPANY AND COLLIERY—Cont'd.

Mining companies and collieries.	Days on which breakers started and continued in operation for—										Average hours per start.	10-hour days.	
	10 hrs.	9 hrs., but under 10.	8 hrs., but under 9.	7 hrs., but under 8.	6 hrs., but under 7.	5 hrs., but under 6.	4 hrs., but under 5.	3 hrs., but under 4.	2 hrs., but under 3.	1 hr., but under 2.			Total starts.
<b>DELAWARE AND HUDSON CO.—concluded.</b>													
Coal Brook	72	64	31	66	11	36	3	0	4	1	288	8.0	232
Leggitts Creek	16	118	2	113	0	33	0	0	0	0	288	7.8	226
Clinton	16	73	56	181	15	40	0	0	3	0	287	7.6	219
Baltimore Slope	0	0	1	84	122	69	4	1	4	1	286	6.2	173
Marvine	14	125	6	103	3	28	1	1	1	2	284	7.9	225
Plymouth No. 4	8	48	2	121	6	82	3	4	1	4	283	6.8	192
Powderly	18	44	3	139	0	73	0	0	5	4	282	7.5	212
White Oak	14	129	3	87	2	40	0	0	5	0	278	7.8	220
Boston	3	2	13	135	7	101	2	0	3	0	270	6.4	174
Dickson	15	126	2	89	3	27	2	1	3	0	268	8.0	214
Plymouth No. 3	0	0	0	140	0	106	2	0	2	1	258	6.4	165
No. 1 shaft	13	3	1	157	0	68	0	0	6	0	248	6.8	170
Jermyn	10	58	2	119	4	39	5	7	7	0	241	7.3	177
Plymouth No. 2	0	11	18	132	10	39	1	7	3	0	225	6.8	153
Greenwood No. 2	0	0	0	0	1	22	119	124	8	4	280	4.5	127
Greenwood No. 1	0	0	0	13	103	90	41	13	11	1	272	5.1	139
Langcliffe	0	7	25	179	16	11	19	4	5	0	266	6.9	183
Lafin	0	27	70	23	16	5	51	51	1	1	252	5.9	150
Baltimore No. 2	0	0	3	17	45	76	2	0	5	0	148	5.6	83
Delaware	0	2	1	0	42	83	16	0	2	0	146	5.2	76
Average											264	6.9	183
Per cent of total starts	3.4	18.9	4.1	35.8	8.2	21.6	4.4	1.5	1.9	0.2	100		
Per cent of total hours	5.3	25.6	4.6	38.1	7.4	15.0	2.7	0.7	0.6	0.0	100		
<b>DELAWARE, LACKAWANNA AND WESTERN RAILROAD CO.</b>													
Hyde Park	25	81	149	10	5	12	2	3	2	0	289	8.1	234
Hampton	24	80	140	11	12	12	2	1	0	0	282	8.1	230
Avondale	15	64	140	15	13	21	5	5	3	0	281	7.7	217
Bellevue	20	46	160	16	6	24	4	4	0	0	280	7.8	219
Diamond	22	71	130	20	7	22	3	2	3	0	280	7.9	222
Pyne	29	87	141	2	2	15	1	1	0	0	278	8.3	230
Archbald	17	78	131	14	9	13	6	4	1	0	278	7.9	217
Continental	18	63	150	13	10	13	1	4	0	0	272	8.3	218
Pettibone	1	59	128	30	13	16	10	4	10	1	272	7.3	200
Brisbin	9	74	165	11	1	3	3	3	0	0	269	8.1	219
Storrs	23	79	121	31	2	11	1	0	0	1	269	8.1	221
Taylor	6	65	131	15	10	20	9	2	5	0	268	7.5	203
Sloan	25	77	128	13	7	15	0	2	1	0	268	8.1	218
Woodward	1	70	107	22	10	22	6	4	3	6	251	7.6	197
Bliss	12	59	108	16	12	24	9	1	5	4	250	7.5	187
Hallstead	0	0	4	122	84	5	6	2	2	0	225	6.4	144
Cayuga	2	75	100	21	10	7	3	1	2	3	224	7.8	177
Dodge	20	39	87	8	7	20	0	2	0	0	183	7.9	145
Average											262	7.8	205
Per cent of total starts	5.7	24.7	47.1	8.3	4.9	5.6	1.5	1.0	0.8	0.4	100		
Per cent of total hours	7.3	28.5	48.0	7.4	3.8	3.6	0.8	0.4	0.2	0.0	100		
<b>LEHIGH VALLEY COAL CO.</b>													
Seneca											290	8.2	237
Hazleton Shaft											288	9.2	265
Hazleton No. 1											284	8.9	254
William A.											280	9	252
Exeter											276	8.4	233
Dorrance											273	7.1	193
Prospect											268	8.1	216
Packer Nos. 3 and 4											268	9.1	245
Heidelberg No. 1											266	7.1	189
Heidelberg No. 2											264	6.2	164
Primrose											253	7.9	201
Packer No. 5											247	8.6	212
Centralia											236	7.9	186
Spring Brook											230	8.3	190
Franklin											224	7.1	158
Average											263	8.1	213
Per cent of total starts											100		
Per cent of total hours											100		

BREAKER STARTS, HOURS PER DAY IN OPERATION, AND EQUIVALENT IN 10-HOUR DAYS FOR EACH COMPANY AND COLLIERY—Concl'd.

Mining companies and collieries.	Days on which breakers started and continued in operation for—										Average hours per start.	10-hour days.	
	10 hrs.	9 hrs., but under 10.	8 hrs., but under 9.	7 hrs., but under 8.	6 hrs., but under 7.	5 hrs., but under 6.	4 hrs., but under 5.	3 hrs., but under 4.	2 hrs., but under 3.	1 hr., but under 2.			Total starts.
<b>LEHIGH AND WILKESBARRE COAL CO.</b>													
Lance	0	37	220	4	7	1	0	2	4	2	277	7.9	219
South Wilkesbarre	0	0	243	12	9	3	1	4	3	1	276	7.7	212
Nottingham	0	44	209	3	6	6	2	4	1	0	275	7.9	218
Reynolds	0	0	250	8	3	2	2	3	3	1	272	7.7	211
Maxwell	0	0	196	33	16	9	2	3	5	3	271	7.3	198
Honey Brook	0	40	195	18	6	4	2	1	0	2	268	7.9	211
Audenried	0	39	212	9	3	1	2	0	1	1	268	8	214
Wanamie	0	0	212	15	12	8	5	1	6	4	263	7.4	195
Hollenbeck	0	2	211	11	7	6	3	1	1	2	244	7.7	187
Sugar Notch (operated 11 months)	0	0	189	17	12	10	6	3	1	1	239	7.5	179
Stanton (operated 10 months)	0	2	167	5	5	3	2	2	2	2	190	7.7	145
Average											258	7.7	199
Per cent of total starts	0.0	5.8	81.0	4.7	3.0	1.9	1.1	0.8	1.0	0.7	100		
Per cent of total hours	0.0	6.7	84.4	4.3	2.3	1.2	0.6	0.3	0.2	0.0	100		
<b>PENNSYLVANIA COAL COMPANY.</b>													
Barnum	2	36	79	29	23	35	14	15	10	2	245	6.6	162
No. 5	2	9	132	59	14	13	7	3	1	0	240	7.3	176
No. 10	4	15	107	34	16	28	14	11	3	8	240	6.7	161
Old Forge	5	26	65	33	20	31	26	20	11	2	239	6.3	150
No. 8	2	27	93	27	23	32	15	7	4	2	232	6.8	159
No. 3	0	3	108	41	16	26	13	9	6	9	231	6.1	151
Ewen	2	5	102	38	15	36	6	12	10	4	230	6.5	150
Gypsy Grove	13	2	124	42	20	14	3	0	4	2	224	7.3	165
Central	3	35	85	19	14	26	21	12	2	3	220	6.8	150
No. 1	12	2	159	20	11	11	3	1	0	0	220	7.7	169
Average											232	6.8	159
Per cent of total starts	1.9	6.9	45.0	14.8	7.5	10.9	5.3	3.9	2.3	1.5	100		
Per cent of total hours	2.9	9.0	53.0	15.0	6.5	7.9	3.1	1.7	0.7	0.2	100		
<b>SCRANTON COAL CO.</b>													
West Ridge	0	0	0	0	212	41	17	4	6	3	283	5.5	157
Ontario	126	93	13	14	7	14	4	9	1	0	281	8.7	216
Raymond	30	73	36	43	28	29	13	13	9	3	277	7.1	197
Mount Pleasant	0	2	21	126	57	25	21	9	4	4	269	6.6	173
Capouse	0	3	159	26	14	18	23	7	8	9	267	6.7	180
Pine Brook	0	0	93	70	36	11	24	11	11	3	259	6.5	169
Johnson	27	44	69	19	23	17	19	16	11	6	251	6.9	173
Richmond No. 4	0	0	2	9	32	67	72	35	8	2	227	4.5	102
Richmond No. 3	0	62	54	30	20	18	12	11	12	3	222	6.8	152
Average											260	6.6	172
Per cent of total starts	7.8	11.9	19.1	14.4	18.4	10.3	8.8	4.9	3.0	1.4	100		
Per cent of total hours	11.9	16.4	23.1	15.3	16.7	7.8							

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APPENDIX D.

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SIZES OF MINE CARS.

## APPENDIX D.

### SIZES OF MINE CARS.

CUBICAL CONTENTS OF MINE CARS TO WATER LINE AND WITH TOPPING  
REQUIRED IN USE AT COLLIERIES WHERE PAYMENT IS BY CAR.

Name of companies and of collieries where payment is made by car.	Contents of car to water line.	Topping required.	Total contents.
<b>DELAWARE, LACKAWANNA AND WESTERN RAILROAD CO.</b>			
	<i>Cubic feet.</i>	<i>Inches.</i>	<i>Cubic feet.</i>
All collieries .....	69.6	6	82.6
	72.4	6	85.4
	70.78	6	88.78
<b>DELAWARE AND HUDSON CO.</b>			
Marvine.....	66	6	79
Leggitts Creek .....	66	6	79
Dickson .....	70.9	6	84
Von Storch .....	66	6	79
Manville .....	66	6	79
Delaware.....	68	8	86
Baltimore Slope .....	66	8	86
Baltimore No. 2 .....	91.1	8	119
Baltimore Tunnel.....	91.1	8	119
	63.86	8	91
Conyngham.....	63.86	8	91
	96	8	119
Plymouth No. 2, No. 3, and No. 5.....	68.04	8	87
Boston.....	82.34	8	106
Greenwood No. 1, No. 2 .....	63.86	6	84
	62.28	6	81
Langcliffe .....	61.70	6	79
Lafitt.....	63.09	6	79
	75.49	6	102
<b>SCRANTON COAL CO.</b>			
Pine Brook .....	74.56	6	89.56
	75.13	6	92.13
	75.98	6	93.98
Mount Pleasant .....	70.89	4	83.89
	72.50	6	86.50
	68.56	6	83.56
West Ridge.....	70	6	91
Richmond No. 3.....	66.90	6	85.90
Johnson No. 1 .....	63	6	77
Johnson No. 2 .....	68	6	85
Capouse .....	77.46	6	92.46
Ontario.....	73.73	6	90.73
	70.89	6	87.89
	67.89	6	82.89
	78.27	6	96.27
	77.36	6	95.36
Richmond No. 4 .....	70	12	108
<b>TEMPLE IRON CO.</b>			
Harry E.....	74.15	6	92.92
	72.87	6	92.35
Sterrick Creek.....	66.46	6	79.75
	66.20	6	81.48
	71.54	6	89.43
Forty Fort.....	74.15	6	92.92
	72.75	6	93.64
	74.60	6	99.66
	72.87	6	92.35
Lackawanna .....	68.54	6	82.25
Babylon.....	73	6	93.61
Mount Lookout.....	73	6	93.61
	71.05	6	92.44
	56.39	6	80.56
	69.25	6	93.31

CUBICAL CONTENTS OF MINE CARS TO WATER LINE AND WITH TOPPING  
REQUIRED IN USE AT COLLIERIES WHERE PAYMENT IS BY CAR—  
Concluded.

Name of companies and of collieries where payment is made by car.	Contents of car to water line.	Topping required.	Total contents.
	<i>Cubic feet.</i>	<i>Inches.</i>	<i>Cubic feet.</i>
PHILADELPHIA AND READING COAL AND IRON CO.			
Alaska .....	92.6	6	105.6
Bear Valley .....	96.9	6	112.9
Burnside .....	85.5	6	89.5
Bear Ridge .....	102.8	6	119.8
Indian Ridge .....	101.8	6	117.8
Ellangowan .....	120.5	0	120.5
Eagle Hill .....	119.1	2	125.1
Henry Clay .....	107.1	4	120.1
.....	119.1	0	119.1
.....	88.3	0	88.3
.....	98.2	0	98.2
.....	103	6	119
.....	95.7	6	111.7
.....	90.3	0	90.3
.....	102.4	0	102.4
Locust Gap .....	123	4	134
.....	111.3	4	121.3
Lincoln .....	115	4	126
Mahanoy City .....	97.6	6	112.6
Maple Hill .....	126	8	150
North Franklin .....	104.6	0	104.6
.....	104.6	6	120.6
North Mahanoy .....	100.2	6	115.2
Otto .....	96.7	6	112.7
Phoenix Park .....	83.8	0	83.8
.....	81.7	0	81.7
.....	94	0	94
.....	74.4	0	74.4
Reliance .....	96.8	6	111.8
Shenandoah City .....	98.2	6	114.2
Suffolk .....	107.2	8	129.2
Silver Creek .....	127.75	0	127.75
West Shenandoah .....	104.7	6	120.7
.....	118.1	4	129.1
.....	107.1	4	118.1
.....	102.9	6	120.9
Wadesville .....	114.2	5	127.2
West Brookside .....	102.1	4	112.1
LEHIGH AND WILKESBARRE COAL CO.			
Reynolds .....	67.5	6	82.3
Sugar Notch .....	68.6	6	81.6
South Wilkesbarre .....	78.5	6	98.4
Stanton .....	78.5	6	98.4
Lance .....	78.5	6	98.4
Wanamie .....	78.5	6	98.4
Hollenbeck No. 2 .....	78.7	6	98.6
Maxwell .....	90.1	6	109.3
Nottingham .....	90.2	6	105.3
Honey Brook .....	104.2	0	104.2
Audenried .....	104.2	0	104.2
LEHIGH VALLEY COAL CO.			
Seneca .....		6	67.92
.....		6	76.85
Maltby .....		6	74.17
Henry .....		6	76.09
.....			85.21
William A. ....		6	77.90
Franklin .....		6	88.90
Exeter .....		6	89.56
Heidelberg No. 2 .....		6	89.56
Prospect .....		6	90.84
.....			114.30
Hazleton No. 1 .....		0	105
.....		0	138
Hazleton Shaft .....		0	105
Spring Brook .....		0	106
Primrose .....		0	111
Heidelberg No. 1 .....		6	113.13
Dorrance .....		6	114.30
Packer No. 2 .....		0	137.61
Packer No. 3 .....		0	137.61
Packer No. 4 .....		0	137.61
Packer No. 5 .....		0	122
.....		0	129
Centralia and Continental .....		0	131
Continental .....		0	123

APPENDIX E.

COST OF LEADING ARTICLES OF FOOD IN  
ANTHRACITE COAL REGION, 1898 TO 1902.

## APPENDIX E.

### COST OF LEADING ARTICLES OF FOOD IN ANTHRACITE COAL REGION, 1898 TO 1902.

#### VALUE OF THE AVERAGE QUANTITY OF THE PRINCIPAL ARTICLES OF FOOD CONSUMED PER FAMILY IN EACH YEAR, 1898 TO 1902.

[The data on which this table is based were secured by agents of the United States Department of Labor. The quantities are averages from statistics obtained from 424 families in the anthracite coal region of Pennsylvania. The prices are averages of statistics obtained from 58 retail establishments in 13 cities and towns of the same region.]

Article.	Average quantity consumed per family in 1901.	Value of specified quantity in—				
		1898.	1899.	1900.	1901.	1902.
Bread .....	25 loaves.....	\$1.27	\$1.27	\$1.26	\$1.25	\$1.25
Butter .....	133 pounds ..	33.36	34.39	36.71	35.60	37.91
Cheese .....	38 pounds.....	5.26	5.45	5.62	5.65	5.75
Coffee .....	45 pounds.....	6.67	6.63	6.93	6.88	6.72
Eggs .....	56 dozen.....	10.91	11.37	11.45	12.05	13.08
Fish .....	58 pounds.....	5.10	5.14	5.27	5.32	5.37
Flour and meal.....	1,337 pounds..	35.56	31.55	31.29	32.36	32.49
Lard .....	97 pounds.....	9.87	9.78	10.30	11.67	13.59
Meat:						
Beef, fresh.....	325 pounds... .	39.59	39.88	40.30	41.80	45.53
Beef, salt .....	8 pounds .....	.83	.88	.91	.95	1.02
Pork, fresh.....	145 pounds... .	16.81	16.92	17.20	17.91	20.40
Pork, salt .....	161 pounds... .	18.52	19.29	20.62	22.11	24.86
Poultry .....	25 pounds.....	3.49	3.62	3.69	3.66	3.93
Milk, fresh.....	220 quarts.....	15.05	15.03	15.42	15.42	15.71
Molasses .....	30 quarts.....	3.17	3.21	3.25	3.30	3.38
Potatoes .....	23 bushels... .	19.67	15.36	14.46	17.50	19.44
Rice .....	29 pounds.....	2.28	2.33	2.34	2.36	2.36
Sugar .....	281 pounds... .	16.13	16.21	17.03	16.75	15.71
Tea .....	13 pounds.....	6.44	6.63	6.63	6.63	6.64
Total cost .....		249.98	244.94	250.68	259.17	275.14
Relative cost.....		96.5	94.5	96.7	100.0	106.2

#### RELATIVE RETAIL PRICES OF FOOD IN THE ANTHRACITE COAL REGION OF PENNSYLVANIA.

[The monthly prices on which this table is based were secured by agents of the United States Department of Labor from 58 retail establishments in 13 cities and towns of Pennsylvania. Numbers in parenthesis after each article represent the number of series of price quotations secured for the article in question. Average price in 1901=100.0.]

Year.	Beans. (6)	Bread.			Flour.		Corn meal. (7)	Butter. (17)	Cheese. (17)	Coffee. (20)	Currants. (1)	Eggs. (17)
		Crack- ers. (1)	Loaf.		Rye. (1)	Wheat. (19)						
			Rye. (3)	Wheat. (13)								
1898 ...	93.9	125.0	100.0	101.5	86.0	117.4	88.8	94.0	92.8	96.6	66.8	90.5
1899 ...	93.9	106.3	100.0	101.5	87.6	100.7	100.7	96.7	96.4	96.6	72.4	94.5
1900 ...	97.9	100.0	100.0	100.5	87.6	99.4	90.5	103.2	99.4	101.2	110.9	95.1
1901 ...	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0
1902 ...	103.8	100.0	100.0	100.0	101.6	98.5	113.7	100.4	101.7	97.5	80.2	108.7

RELATIVE RETAIL PRICES OF FOOD IN THE ANTHRACITE COAL REGION OF PENNSYLVANIA—Concluded.

Year.	Fish.			Meat.								
	Fresh. (3)	Salt. (9)	Lard. (18)	Beef, fresh.				Beef, salt. (4)	Chick-ens. (6)	Lamb.		
				Boiling. (4)	Roast. (20)	Steak. (23)	Stew. (3)			Chops. (1)	Roast. (2)	Stew. (2)
1898 ...	100.7	94.3	83.8	86.0	94.3	96.0	95.6	88.3	95.4	100.0	100.0	94.1
1899 ...	99.3	95.8	83.8	86.8	94.5	97.1	96.8	94.0	99.0	100.0	100.0	97.3
1900 ...	100.7	98.7	88.2	88.6	96.3	97.4	99.4	96.8	101.1	100.0	98.4	96.9
1901 ...	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0
1902 ...	94.6	102.1	117.1	112.5	107.9	109.7	115.1	110.1	107.6	111.2	109.0	109.2

Year.	Meat.											
	Mutton. (4)	Pork, fresh.					Pork, salt.				Sausage, bologna. (3)	Veal. (4)
		Boiling. (2)	Chops and roasts. (21)	Shoulder. (4)	Side. (1)	Sausage. (3)	Bacon. (20)	Ham. (17)	Mess, pickled. (3)	Shoulder. (2)		
1898 ...	100.0	86.6	95.0	91.2	100.0	96.1	82.0	85.8	80.2	80.2	105.1	98.6
1899 ...	100.0	90.4	95.3	92.8	100.0	100.0	85.0	90.5	80.3	78.8	98.7	98.2
1900 ...	100.0	90.9	95.9	100.0	100.0	100.0	90.3	97.0	90.8	89.4	100.0	98.6
1901 ...	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0
1902 ...	109.3	127.1	113.7	115.4	104.3	105.1	117.7	109.1	107.4	110.9	103.7	111.3

Year.	Milk.		Molasses. (15)	Oatmeal. (5)	Rice. (13)	Sugar. (16)	Tea. (20)	Vegetables, canned.			Vegetables, fresh.	Vinegar. (4)
	Condensed. (4)	Fresh. (7)						Corn. (2)	Pease. (1)	Tomatoes. (3)		
	1898 ...	100.0	97.7	96.1	98.9	96.1	96.3	97.5	95.0	90.0	90.5	112.6
1899 ...	100.0	97.5	97.0	98.9	98.2	96.9	100.0	95.0	90.0	90.7	88.0	100.0
1900 ...	100.0	100.1	98.5	94.6	98.9	101.7	100.0	97.5	96.7	91.7	82.8	100.0
1901 ...	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0	100.0
1902 ...	100.0	101.9	102.7	98.2	100.0	93.8	100.1	105.5	107.3	120.9	111.2	100.0

AMOUNT OF THE PRINCIPAL ARTICLES OF FOOD WHICH COULD HAVE BEEN BOUGHT FOR \$1 IN EACH YEAR, 1898 TO 1902.

[The data on which this table is based were secured by agents of the United States Department of Labor from 58 retail establishments in 13 cities and towns of Pennsylvania.]

Article.	Unit.	1898.	1899.	1900.	1901.	1902.
Bread .....	Loaf .....	19.76	19.76	19.92	20.00	20.00
Butter .....	Pound .....	3.99	3.87	3.62	3.74	3.51
Cheese .....	Pound .....	7.23	6.97	6.77	6.72	6.61
Coffee .....	Pound .....	6.75	6.79	6.49	6.54	6.70
Eggs .....	Dozen .....	5.13	4.92	4.89	4.65	4.28
Fish .....	Pound .....	11.36	11.29	11.00	10.89	10.81
Flour and meal .....	Pound .....	37.59	42.37	42.74	41.32	41.15
Lard .....	Pound .....	9.82	9.92	9.42	8.31	7.14
Meat:						
Beef, fresh .....	Pound .....	8.21	8.15	8.06	7.78	7.14
Beef, salt .....	Pound .....	9.65	9.14	8.76	8.43	7.88
Pork, fresh .....	Pound .....	8.63	8.57	8.43	8.10	7.11
Pork, salt .....	Pound .....	8.70	8.35	7.81	7.28	6.48
Poultry .....	Pound .....	7.17	6.92	6.78	6.83	6.36
Milk, fresh .....	Quart .....	14.62	14.64	14.27	14.27	14.01
Molasses .....	Quart .....	9.45	9.36	9.25	9.10	8.88
Potatoes .....	Bushel .....	1.17	1.50	1.59	1.31	1.18
Rice .....	Pound .....	12.72	12.47	12.38	12.27	12.27
Sugar .....	Pound .....	17.42	17.33	16.50	16.78	17.89
Tea .....	Pound .....	2.02	1.96	1.96	1.96	1.96

APPENDIX F.

CONSTITUTION OF UNITED MINE WORKERS OF AMERICA.

## APPENDIX F.

### CONSTITUTION OF NATIONAL UNION, UNITED MINE WORKERS OF AMERICA. (REVISION 1903.)

#### PREAMBLE.

There is no fact more generally known, or more widely believed, than that without coal there would not have been any such grand achievements, privileges and blessings as those which characterize the twentieth century civilization, and believing as we do, that those whose lot it is to daily toil in the recesses of the earth, mining and putting out this coal which makes these blessings possible are entitled to a fair and equitable share of the same; therefore, we have formed "the United Mine Workers of America," for the purpose of the more readily securing the objects sought by educating all mine workers in America to realize the necessity of unity of action and purpose, in demanding and securing by lawful means the just fruits of our toil. And we hereby declare to the world that our objects are—

FIRST. To secure an earning fully compatible with the dangers of our calling and the labor performed.

SECOND. To establish as speedily as possible, and forever, our right to receive pay, for labor performed, in lawful money, and to rid ourselves of the iniquitous system of spending our money wherever our employers see fit to designate.

THIRD. To secure the introduction of any and all well-defined and established appliances for the preservation of life, health and limbs of all mine employees.

FOURTH. To reduce to the lowest possible minimum the awful catastrophes which have been sweeping our fellow-craftsmen to untimely graves by the thousands; by securing legislation looking to the most perfect system of ventilation, drainage, etc.

FIFTH. To enforce existing laws; and where none exist, enact and enforce them; calling for a plentiful supply of suitable timber for supporting the roof, pillars, etc., and to have all working places rendered as free from water and impure air and poisonous gases as possible.

SIXTH. To uncompromisingly demand that eight hours shall constitute a day's work, and that not more than eight hours shall be worked in any one day by any mine worker. The very nature of our employment, shut out from the sunlight and pure air, working by the aid of artificial light (in no instance to exceed 1 candlepower), would, in itself, strongly indicate that, of all men, a coal miner has the most righteous claim to an eight-hour day.

SEVENTH. To provide for the education of our children by lawfully prohibiting their employment until they have attained a reasonably satisfactory education, and in every case until they have attained 14 years of age.

EIGHTH. To abrogate all laws which enable coal operators to cheat

the miners, and to substitute laws which enable the miner, under the protection and majesty of the State, to have his coal properly weighed or measured, as the case may be.

NINTH. To secure, by legislation, weekly payments in lawful money.

TENTH. To render it impossible, by legislative enactment in every State, for coal operators or corporations to employ Pinkerton detectives or guards, or other forces (except the ordinary forces of the State) to take armed possession of the mines in cases of strikes or lockouts.

ELEVENTH. To use all honorable means to maintain peace between ourselves and employers; adjusting all differences so far as possible, by arbitration and conciliation, that strikes may become unnecessary.

#### CONSTITUTION.

##### ARTICLE I.—*Name, objects and jurisdiction.*

SECTION 1. This organization shall be known as the United Mine Workers of America.

SEC. 2. The objects of this union are to unite mine employees that produce or handle coal or coke in or around the mines, and ameliorate their condition by methods of conciliation, arbitration or strikes.

SEC. 3. This organization shall be composed of national, district, subdistrict and local unions.

SEC. 4. The national union shall have jurisdiction over all districts, subdistricts and local unions which shall be governed by this constitution.

##### ARTICLE II.—*Officers and their duties.*

SECTION 1. The officers of the union shall be one president, one vice-president, one secretary-treasurer, and an executive board to be composed of one member from each district under the jurisdiction of the United Mine Workers, each district to elect its member of the national executive board. The president, vice-president, and secretary-treasurer to be members of the board by reason of their position.

SEC. 2. The president shall preside at all general conventions of the union, and meetings of the national executive board; he shall sign all bills and official documents, when satisfied of their correctness; he shall, with the consent of the executive board, fill, by appointment, all vacancies occurring in any national office, and in like manner may suspend or remove any national officer for insubordination, or just and sufficient cause; he shall, with the consent of the executive board, appoint a man, whose duty shall be to collect and compile statistics on the production, distribution, consumption, freight rates, market conditions, and any other matters of interest connected with the coal trade, and from time to time appoint such organizers and workers in the national office or in the field, as may be required; he shall send out in circular form to all locals six weeks previous to national convention, such recommendations as he may deem wise, to be acted on at a national convention, so delegates to said convention may have the advice of their respective locals on such recommendations; he may attend in person or send a national officer to visit local unions, district, and subdistrict conventions and any other places connected with the United Mine Workers of America, when convinced that such services are required; he may appoint one or more officers or members, when

deemed necessary, whose duty will be to examine the financial accounts of any local union, instruct the officers in the discharge of their duties, and report to the president the standing of each local union visited; he shall devote his time and attention to the affairs of the union; decide all questions of dispute concerning the meaning of the constitution, and exercise general supervision over its workings, both in the field and in the national offices, as his judgment dictates or the exigencies of the case require; he shall, quarterly, name the password for the use of the local unions; he shall appoint each year, on the first day the annual convention meets, a committee of three whose duties shall be to receive and pass upon, as to where all resolutions and amendments to the constitution presented by the delegates belong, and distribute them to the proper committees direct that have been appointed to act upon them.

SEC. 3. The vice-president shall act as general organizer, and shall be under the direction of the president, and shall succeed that officer in case of death, resignation or removal from office.

SEC. 4. The secretary-treasurer shall have charge of and preserve all books, documents and effects of the national office; shall record proceedings of all conventions and of the meetings of the executive board, and shall keep copies of important letters sent out by him; he shall receive and receipt for all moneys, pay all bills and current expenses unless otherwise ordered by the president; he shall prepare and submit to the locals a quarterly statement showing the salary and expenses of each officer and employee, and a report of all moneys received and disbursed, and in his quarterly report he shall compile the income from each district separately, giving the totals; he shall give a bond of \$25,000 for the safe-keeping of all money intrusted to him (which must be approved by the national executive board and deposited with the president); but he shall not have more than \$15,000 subject to his order at any one time. All further funds must be deposited by him subject to the order of the executive board; he shall, quarterly, send to all district secretaries the password, whose duty it shall be to transmit it to all locals that may be in good standing in his district (it shall be the duty of all parties receiving this letter in writing to destroy it at once, and no one shall transmit it without the proper authority); he shall send copies of all official documents to each district secretary and national officer and executive board member; he shall employ such assistants as may be necessary to conduct the affairs of his office, subject to the approval of the president, and shall perform such other duties as may be assigned him.

SEC. 5. The executive board shall constitute a national board of conciliation and arbitration; shall execute the orders of the national convention, and between conventions shall have full power to direct the workings of the organization, also to levy and collect assessments when necessary. It shall hold in trust for the United Mine Workers of America all money deposited in the name of the executive board by the secretary-treasurer, but under no circumstances shall said money be drawn upon except upon the written order of two-thirds of the members of the national executive board.

SEC. 6. The national executive board shall have power to order a general strike or suspension by a two-thirds vote at any time during the year that they deem necessary, and each member shall have one vote, and one additional vote for every 2,000 members in good stand-

ing they represent, or a majority fraction thereof: *Provided*, That all district presidents, vice-presidents and secretaries be called into joint conference for consideration before any general strike or suspension order be issued.

SEC. 7. The national executive board shall be convened upon the order of the president, or by the secretary-treasurer at the request of 11 members of the board.

SEC. 8. The term of all elective officers shall be from April 1 to March 31 of each year.

#### ARTICLE III.—*Qualifications and salary of officers.*

SECTION 1. Any member in good standing in the organization shall be eligible to hold office in the national union provided he is not a salaried officer of a district at the same time, and has been a member of a local union for one year prior to his election.

SEC. 2. The president's salary shall be \$3,000 per annum, and all legitimate expenses; vice-president, \$2,500 per annum, and all legitimate expenses; secretary-treasurer, \$2,500 per annum, and all legitimate expenses, and the editor of the official organ, viz, The United Mine Workers' Journal, \$1,500 per annum; executive board members, \$4 per day, and all legitimate expenses, when employed by the president to work in the interest of the United Mine Workers of America.

SEC. 3. The compensation of tellers, auditing and credential committee shall be \$4 per day, and legitimate expenses for all time actually employed in the performance of their duty. The above-mentioned officers, editor and organizers shall receive, in addition to their salaries, all legitimate expenses, when employed by the organization and away from their home city.

SEC. 4. The salary of other employees, not elected by the convention shall be determined by the national executive board, or when the board is not in session, by the national president, in accordance with their work or responsibility.

#### ARTICLE IV.—*Revenues.*

SECTION 1. Every local union shall pay direct to the national secretary-treasurer a per capita tax of 10 cents per month per member and such additional assessments as may be levied by the national executive board. Boys under 16 years of age shall be known as half members and shall pay one-half as much tax and assessment as full members.

SEC. 2. The local secretary shall fill out and forward to the national and district secretary-treasurer, on or before the 25th of each month, a report of all members in good standing in the local union on the first day of that month, together with all taxes and assessments due to the national and district offices from the same.

SEC. 3. Should satisfactory evidence be produced that any local secretary has failed to report monthly the full membership of his union to the national and district secretaries, together with the payment of dues and assessments on the same number of members that have paid to the local union, said local union shall be suspended from all privileges or benefits until such deficiency is made good.

SEC. 4. In filling out the monthly report the local secretary shall

report to the national office on blanks furnished for that purpose, the amount of money paid and the number of members reported to the district secretary, and to the district office the amount of money and number of members reported to the national secretary-treasurer, and shall sign a certificate showing that the report is for the full number of members in good standing in the local.

SEC. 5. No local union shall be exonerated from the payment of per capita tax or assessments unless their members have been idle for one month or more.

SEC. 6. Where a mine is abandoned indefinitely and all the members of the local union at that mine have gone to work elsewhere, the local secretary shall notify the district secretary of the fact and the district secretary shall make application for exonerated for the local union each month to the national secretary-treasurer until work is resumed at the mines and the local union is again placed in working condition.

SEC. 7. In all cases where local unions desire to be exonerated from the payment of tax and assessments, a request must be signed by the president, secretary and mine committee. In such cases the president, secretary and committee must attach their individual signatures; but no local union shall be exonerated from such payment until their request has been approved by the district and national secretary, and the request must be made each month in place of the regular monthly financial report as long as the members remain idle.

SEC. 8. The local monthly dues to be paid by each member shall not be less than 25 cents per month, together with such assessments as may be levied by the different branches of the United Mine Workers of America.

SEC. 9. A uniform initiation fee of \$10 shall be established in all districts, commencing April 1, 1903. The national president shall be empowered to grant a dispensation to such districts, or localities, when upon investigation it is deemed advisable to do so. Top and bottom men who are admitted under this fee, shall comply with the laws relating to inexperienced men, that districts may adopt sons of members between 14 and 16 years of age, shall pay an initiation fee of \$2.50.

#### ARTICLE V.—*Conventions and representation.*

SECTION 1. The national convention shall be held annually on the third Monday in January, at such place as may be determined upon by the preceding convention. Special conventions shall be called by the president, when so instructed by the executive board, or at the request of five districts.

SEC. 2. Representatives to the national convention shall be elected directly from local unions and shall have 1 vote for 100 members or less, and an additional vote for each 100 members or majority fraction thereof, but no representative shall have more than 5 votes, and no person shall be eligible as representative who is not a miner or mine worker or employed by the organization, and is a bona fide member of a local union in the district where said delegate resides. (Note.—The term "miner or mine worker" includes anyone working in or around the mines and a member of a local union.)

SEC. 3. No local union shall be entitled to representation in the national convention that is in arrears for dues or assessments for two

months preceding the one in which the national convention is held and who has not in every particular complied with the constitution of the district in which said local union may be located, or which has less than ten members, and any mine within the jurisdiction of the United Mine Workers, having been once organized for a period of three months and allowing itself to become lapsed, defunct, or refusing to pay dues or assessments to the organization, shall pay a sum equal to three months' dues and assessments on all members to the national and district unions, before it can be reinstated or reorganized, and must be in good standing for four months previous to the month in which the national convention is held before said local union shall be entitled to representation in the annual or special conventions.

SEC. 4. If it shall appear, upon investigation, that any local union has lapsed in order to evade the payment of tax or assessments, the national executive board may insist upon the payment of all back taxes and assessments.

SEC. 5. All newly organized locals must be organized at least three months and have two months' dues paid prior to the month in which the national convention is held before they will be entitled to representation, unless said new locals are composed of members from old locals in good standing at time of organization; the fact that a new local is composed of members of an old local must be attested by the district secretary.

SEC. 6. Representation shall be based upon the average membership of the local union for the last three months upon which payment has been made, previous to the month in which the national convention is held.

SEC. 7. Any member of the United Mine Workers of America accepting a position other than that of a miner or mine worker shall not be eligible to act as representative to any subdistrict, district or national convention while holding such position, but accepting a position with the United Mine Workers shall not be construed as making a member ineligible to act as representative.

SEC. 8. The books of the secretary-treasurer shall be closed for the year on November 30 and no credentials shall be received after January 10, nor shall any delegate be entitled to a seat in the national convention unless their local union was in good standing on December 1, preceding the date upon which the annual convention is held.

SEC. 9. Delegates to the national convention shall be paid railroad fare to and from the convention on the following basis: Delegates shall represent five locals if said locals contain not more than 500 members. When there are 500 members in one local or a less number than five locals, such local or locals shall be entitled to send a delegate, and any local union situated one or more miles from any other local union, shall be entitled to send a representative, and should there be more than five votes in any one local or group of locals they also shall be entitled to a representative for the additional members as provided for in this constitution. The executive board shall have power to levy on the members to carry out the above provisions, provided said levy be necessary.

SEC. 10. Where railroad certificates can not be obtained by delegates attending the national convention they shall furnish receipts for the fare paid.

ARTICLE VI.—*Nominations and elections.*

SECTION 1. The president, vice-president, secretary-treasurer, auditors, tellers, and delegates to the American Federation of Labor shall be elected by a majority of the popular vote of the members in good standing in the national, district and local organizations.

SEC. 2. The national secretary-treasurer shall prepare nomination blanks and send them from his office to the local unions not later than fifteen weeks before the annual convention, and the local secretaries shall fill in the names of the persons nominated by the local for the various positions, and forward the same to reach the national secretary-treasurer's office not later than eleven weeks before the annual convention.

SEC. 3. The national secretary-treasurer shall, within ten days after the nominations are closed, notify all persons who have been nominated and ask if they are candidates, but no person shall be notified or be a candidate who has not been nominated by three or more local unions.

SEC. 4. The national secretary-treasurer shall compile a list of those accepting the nominations, giving the district and State in which each candidate resides, and send them out to the local unions on ballots prepared for that purpose not later than seven weeks prior to the convention, but no person's name shall be placed on the ballot whose consent has not been received at least ten days before the nominations are sent out, nor shall any name be removed from the ballot after consent has been given.

SEC. 5. No person shall be elected to office who has not been nominated and given his consent as provided in the previous sections.

SEC. 6. Secretaries of local unions shall, under penalty of suspension from office, notify their members one week prior to the date set for the election of national officers and shall record the vote on the returning sheet opposite the names of candidates for which said vote or votes have been cast. No member shall be allowed more than one vote for any one candidate, nor shall the secretary record the vote of any member that is not present at the time the election is held, except officers, organizers or workers in the field away from home, whose vote shall be counted if sent to the secretaries of their respective local unions, and the ballot shall be sent in special envelopes, sealed, and marked "Election returns," addressed to the national secretary-treasurer, not later than twenty days prior to the national convention, and shall be deposited by him in an unopened ballot box prepared for the purpose. The ballot box shall be opened only by the national tellers, or their alternates, and should any such envelope be found opened, the same shall not be counted. The correctness of the returning sheets must be attested to by the president and secretary of the local union, and should it be proven that there have been more votes reported on the returning sheet than were actually cast by the members present at the meeting where the vote was taken, the whole vote of the local union shall be thrown out and the local suspended for the period of three months.

SEC. 7. The tellers or their alternates shall canvass the votes and report their findings to the national convention on return sheets prepared for the purpose. The candidates receiving the majority of the votes cast shall be declared elected to the respective positions named. In case of no election, the same shall be determined by the convention

then in session, and delegates shall cast by ballot the number of votes for which their local unions have paid per capita tax.

SEC. 8. The election shall be held during the second week in December, and every member in good standing on the 1st of December shall be entitled to vote.

#### ARTICLE VII.—*Cards.*

SECTION 1. Local unions shall provide each member with a due card, upon which the dues and assessments paid by the member shall be entered, which shall be his receipt for the same.

SEC. 2. Due cards shall not admit any person to membership from one local to another, and to protect the membership of individuals who are unable to pay their dues because of no local existing where they reside, the national district and subdistrict secretaries shall, upon the payment of dues and assessments by said member, issue the usual cards for the same: *Provided*, That this shall not apply to a member of the organization living in a locality where a local union is in existence.

SEC. 3. No person a member of the organization, who holds a due or transfer card showing him to be a member in good standing, shall be debarred or hindered from obtaining work on account of race, creed or nationality. Cards properly filled out and signed by the officers of miners' unions in foreign countries shall be accepted in lieu of initiation fees.

SEC. 4. Any member desiring to leave the mine where his local is located and work elsewhere, shall, immediately after he has secured employment at another mine, make application to the secretary of the local for a transfer card, and if he has paid all dues and assessments, the president and recording secretary shall issue a transfer card to him, which shall be attested by the financial secretary: *Provided*, The local union is in good standing with the national district and subdistrict unions. All transfer cards shall be deposited as the laws of the district where work is secured may direct.

SEC. 5. A transfer card, issued to any person who has not been a member of the organization three or more months, shall not be accepted by any local union in a different district from the one in which the local union issuing the same is located.

SEC. 6. No transfer card shall be issued to any member when the local is three or more months in arrears to the national, district or subdistrict for dues or assessments. Officers of any local union issuing cards in violation of this section, shall be fined \$10 for each card issued, the fine to be collected in the same manner as dues and assessments.

SEC. 7. The transfer card must show that the member receiving it has paid all dues and assessments to date of issuing same and also show at what labor he was employed.

SEC. 8. When a transfer card is issued to any member it must be deposited by him with some local union or with the national secretary-treasurer, within three months after the date upon which it was issued to him, else the card will become void and he can only become a member again by initiation as a new member.

SEC. 9. When a member presents a transfer card to a local union at any time where he works or desires to work, the local union must accept the same and admit him to membership in that local, unless the

local issuing the same is not in good standing, as shown by the monthly report of the secretary-treasurer, or the person to whom the card is issued has not been three months a member of the organization, and shall collect from him all dues and assessments from the time between the date of issuing and date of depositing the same.

SEC. 10. The national secretary-treasurer shall not accept a transfer card if the member is where he can deposit it with a local union.

SEC. 11. The national secretary-treasurer shall prepare and send out monthly a statement of all locals three months or more in arrears for dues or assessments, and no local union shall refuse to accept a transfer card from any local unless it appears on said list as being in bad standing.

SEC. 12. All transfer cards shall be made in book form, with stub attached. The books to be numbered, and each card in the book to be numbered and bear the number of the book. The stub to be printed in conformity with the card itself, and both shall be filled out by the president and secretary of the local union granting the same, the stub to be retained by the local union for future reference.

TRANSFER CARD No. —. BOOK No. —.

*United Mine Workers of America—One and indissoluble.*

To whom it may concern, greeting:

This is to certify that ———, whose name is written in the margin in his own handwriting, was initiated (or admitted by card) by local union No. —, on the — day of —, 19—, and is a — by occupation. Having paid all dues and assessments against him and being clear from all charges up to and including this month, in accordance with the constitution of the United Mine Workers of America, local union No. —, located at —, district No. —, hereby grants him this transfer card. Upon depositing this card with any local union, it shall be received.

In testimony whereof we have hereunto subscribed our names and affixed the seal of our union, this — day of —, 19—.

————, *President.*  
 ———, *Recording Secretary*  
 ———, *Financial Secretary.*

NOTE.—Stub of this card is retained by local union issuing it, for future reference.

#### ARTICLE VIII.—*Supplies.*

SECTION 1. The price of a charter and supplies shall be \$15, and shall consist of 1 charter, 1 press seal, 1 ledger, 1 record, 1 book of orders on the treasury, 1 treasurer's receipt book, 50 constitutions, 50 due cards, 1 book of transfer cards, 4 manuals, 1 gavel, 1 copy of the proceedings of the last annual convention, and such documents as the national secretary-treasurer may, from time to time, desire to send out.

SEC. 2. Due cards, transfer cards and other supplies shall be furnished by the national union to the local unions at such rates as the national executive board may determine.

#### ARTICLE IX.—*Organizers.*

SECTION 1. Commissions as organizer shall be signed by the president and attested by the secretary-treasurer.

SEC. 2. Organizers not under salary from the national union may retain \$7 from the charter fees of new locals organized by them, to

pay them for their time, and shall send the other \$8 to the national office with their report.

SEC. 3. When a local union is formed the organizer shall send in a report of the same to the national office, together with the charter fees, within one week from the date of organizing, or show just cause for the delay.

#### ARTICLE X.—*Strikes.*

SECTION 1. When trouble of a local character arises between members of a local union and their employers, the officers of said local shall endeavor to effect an amicable adjustment, and failing in this they shall immediately notify the officers of the district to which the affected locals are attached, and said district officers shall immediately investigate the cause of complaint; and failing to effect a peaceable settlement on a basis that would be fair and just to aggrieved members, finding that a strike would best serve the interests of the locality affected, they may order the inauguration of a strike, but no local strike shall be legalized or supported by a district unless its inauguration was approved by the officers of the district or by the national executive board, upon an appeal taken by the aggrieved members from the decision of the district officers; any local union striking in violation of the above provisions shall not be sustained or recognized by the national officers.

SEC. 2. Before final action is taken by any district upon questions that directly or indirectly affect the interests of the mine workers of another district, or that require a strike to determine, the president and secretary of the aggrieved district shall jointly prepare, sign and forward to the national president a written statement setting forth the grievance complained of, the action contemplated by the district, together with the reasons therefor, and the national president shall within five days after the receipt of such statement, either approve or disapprove of the action contemplated by the aggrieved district, and such approval or disapproval, together with the reasons therefor, shall be made in writing, and a copy forwarded to the secretary of the complaining district. Should the action contemplated by the aggrieved district receive the approval of the national president, the district shall be free to act, but should the national president disapprove the action contemplated, the district may appeal to the national executive board, which shall be convened to consider such appeal within five days after its receipt by the national secretary. Until the national president has approved, or the national executive board has sustained the appeal, no district shall be free to enter upon a strike unless it shall have been ordered by a national convention.

SEC. 3. When any member of the United Mine Workers is suspended or discharged, it shall be the duty of the mine committee to immediately investigate the case, and if the member discharged is not guilty of an offense justifying the same, the grievance shall immediately be reported to the subdistrict and district president in writing, under the seal of the local, and if, upon investigation, the report of the local committee is found correct, the subdistrict and district president shall immediately insist upon the reinstatement of the suspended or discharged member.

SEC. 4. The national officers shall, at any time they deem it to the best interest of mine workers in a district that is idle, for just and

sufficient reasons, order a suspension in any other district or districts that would in any way impede the settlement of the district affected: *Provided*, That such action would conserve to the best interests of the United Mine Workers of America.

#### ARTICLE XI.—*Miscellaneous.*

SECTION 1. No one shall be elected auditor or teller who holds a national office.

SEC. 2. The auditors shall examine the books of the national secretary-treasurer quarterly, and cause their report to be published in the United Mine Workers' Journal.

SEC. 3. Three auditors, who shall also act as a credential committee, shall be elected as provided for in Article VI, no two of whom shall be from the same district, whose duty it shall be to meet at the national headquarters not later than ten days prior to the holding of the annual convention, to examine all credentials and books necessary to make a full and complete report of delegates entitled to seats in such convention.

SEC. 4. Three tellers shall be elected as provided for in Article VI, no two of whom shall be from the same district; they shall meet at the national office not later than five days prior to the holding of the annual convention and count the returns as prescribed by the constitution.

SEC. 5. The national officers shall have power to change the boundary and jurisdiction of districts, as the conditions may require between conventions: *Provided, however*, That they consult the district officers that such changes of boundary and jurisdiction may affect, and in no case shall any such change be made until affected locals shall have paid all tax and assessments due to the district to which they are attached.

SEC. 6. No local union shall divide the funds of the union at any time among its members, and should any local union disband or cease to work for any cause, all moneys, supplies and other properties belonging to the local union shall be turned over to the national organization. The above provision shall not be construed to prevent the use of the funds for legitimate purposes.

SEC. 7. This constitution may be amended by majority of all the votes cast.

#### ARTICLE XII.—*Districts.*

SECTION 1. Districts shall be formed with such number and territory as may be assigned them by the national officers, and shall be subject to the jurisdiction, laws, rules and usages of the national union.

SEC. 2. Districts may adopt such laws for their government as they may deem necessary, provided they do not conflict with the national constitution.

#### ARTICLE XIII.—*Subdistricts.*

SECTION 1. Subdistricts may be formed with such number and territory as may be assigned them by the districts to which they are attached, and shall be subject to the jurisdiction, laws, rules and usages of the national and district unions.

SEC. 2. Subdistricts may adopt such laws for their government as

they may deem necessary, provided they do not conflict with national and district constitutions or agreements entered into.

SEC. 3. All local unions within the territory of subdistricts already organized in any district shall contribute and become a part of the same and comply with its laws, before they are entitled to passport or representation in either national or district organizations.

ARTICLE XIV.—*Locals.*

SECTION 1. Local unions shall be composed of miners, mine laborers and other workmen, skilled and unskilled, working in and about the mines, except mine manager and top boss, and shall be given such number as the national secretary-treasurer may assign them.

SEC. 2. All locals shall be under the jurisdiction of the national, district and subdistrict unions, and may make such laws for their government as they may deem necessary, provided they do not conflict with the national, district and subdistrict constitutions or agreements entered into. Any member or members violating this section shall be subject to a fine of not less than \$5.

SEC. 3. All local treasurers and such secretaries as handle the finances of the organization shall furnish sufficient security for the faithful performance of their duties, the amount of said bond to be determined by the local union.

SEC. 4. All local officers and committees shall be elected the last meeting in June and December of each year, and shall serve six months, or until their successors are elected and qualified.

SEC. 5. All check weighmen employed by the members of the United Mine Workers shall be members of the United Mine Workers three months and voted for and elected by those who pay to maintain them, and it shall be the duty of such check weighmen to keep a record of all men employed in and around the mines.

ARTICLE XV.

SECTION 1. The United Mine Workers' Journal, official organ of the organization, shall be issued on Thursday of each week from headquarters. It shall be a medium for circulating the news of interest to the craft; shall publish, from time to time the important transactions of the organization, general mining and trade news, together with copies of official circulars and financial reports, and other matters of general interest. It shall be neutral in politics, nonsectarian in religion, dignified in tone, and a consistent advocate of the principles of modern trades organization.

SEC. 2. The editor shall have full charge of all correspondence, reports or other matters of a literary character, and shall oversee the mechanical work and superintend the make-up of the paper.

SEC. 3. The business management of the Journal shall be under the supervision of the national secretary, who shall have full charge of the circulation and advertising, and who is hereby empowered to employ such agents, solicitors or circulators as in his judgment are necessary to promote the best interests of the paper, said selections to be subject to the approval of the executive board.

SEC. 4. All local unions shall subscribe for one copy of the Journal, paying for it in advance, and secretaries are hereby instructed to examine every issue and read all official circulars to the members that are published therein.

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APPENDIX G.

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REPLIES OF PRESIDENTS OF COAL COMPANIES TO LETTER OF JOHN MITCHELL OF FEBRUARY 14, 1902, REQUESTING A JOINT CONFERENCE.

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## APPENDIX G.

### REPLIES OF PRESIDENTS OF COAL COMPANIES TO LETTER OF JOHN MITCHELL OF FEBRUARY 14, 1902, REQUESTING A JOINT CONFERENCE.

MR. BAER'S LETTER.

PHILADELPHIA, *February 18, 1902.*

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

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

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

This company does not favor the plan of having its relations with

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

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

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

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

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

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

Yours, truly,

GEO. F. BAER,  
*President.*

MR. TRUESDALE'S LETTER.

NEW YORK, *February 18, 1902.*

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

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

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

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

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

It must be manifest, therefore, to anyone familiar with these conditions and the practice that has grown up under them that it is entirely impracticable to adjust these wage questions in the anthracite regions in any general convention or mass meeting composed of all the mine owners in the anthracite fields and representatives of all their employees or in any other manner than as heretofore, i. e., direct between employer and employee.

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

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

Respectfully,

W. H. TRUESDALE,  
*President.*

MR. THOMAS'S LETTER.

NEW YORK, *February 20, 1902.*

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

You state that "As the time is approaching when the verbal contract entered into between you, representing the coal operators, and the committee representing the anthracite mine workers will expire, and

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

If you will recall what passed at the interview between you and me last year, you can not fail to recollect that no contract was entered into, as well as my distinct, positive, and unequivocal statement to the effect that I represented no interests whatever other than those controlled by the Erie Company; and that I did not represent nor assume to act for other than the coal companies controlled by the Erie. That other companies did finally take similar action to the Erie, and continue the rate of wages then in effect, is quite true, but that I entered into any arrangement with you to that effect is incorrect.

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

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

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

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

of unrest, a condition that is certainly not for the best interests of either the corporations or the employees. In some cases mines have been closed for long periods, and some of them are still closed, because the members of your association decline to allow men not belonging to that organization to work in the same mine. Not only that, but in many of the mines the drivers have, at different times, declined to deliver cars to nonmembers of your association.

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

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

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

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

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

Yours, truly,

E. B. THOMAS.

## MR. FOWLER'S LETTER.

NEW YORK, *February 20, 1902.*

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

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

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

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

Believe me, very truly, yours,

T. P. FOWLER.

## MR. WALTER'S LETTER.

NEW YORK, *February 20, 1902.*

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

The proposition you submit is not one we can entertain, as the matters which it is proposed to discuss, it seems to us, are those which we should arrange by dealing directly with our own employees, and do not call for the intervention of the organization which you represent.

Yours, truly,

ALFRED WALTER, *President.*

## MR. OLYPHANT'S LETTER.

NEW YORK, *February 19, 1902.*

GENTLEMEN: On February 17, 1901, in reply to a telegram from you asking if the company which I represent would join in a conference with others for the purpose of arranging scale of wages for the anthracite coal region, I said that I understood the matter of wages had been satisfactorily adjusted in the previous October, and could therefore see no reason for such a conference. On February 20, however, you

invited me to such a conference. On March 6 I addressed you a letter in reply, setting forth at length the reasons why I was compelled to decline your invitation; and now that you and others have invited me to a similar conference, I beg to refer you to that letter, simply adding that time has confirmed my faith in the action then taken, or, rather, strengthened it, as in your last communication you plainly intimate that you expect the wage schedule to be reviewed yearly—a condition which is at once unbusinesslike and utterly opposed to the proper conduct of the anthracite mining industry. I must, therefore, once more decline your invitation.

Yours, very truly,

R. M. OLYPHANT, *President.*

## MR. STEARNS'S LETTER.

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

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

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

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

Yours, truly,

IRVING A. STEARNS,  
*President Cox & Co., Inc.*

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APPENDIX H.

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PROPOSED PLAN FOR AN ORGANIZATION FOR  
THE EXECUTION OF TRADE AGREEMENTS.

## APPENDIX H.

### PROPOSED PLAN FOR AN ORGANIZATION FOR THE EXECUTION OF TRADE AGREEMENTS.

In considering the subject, cognizance must be taken of the fact that the union now exists, and that two bitter struggles, accompanied by suffering, loss, and inconvenience to thousands, have been experienced through its efforts to secure recognition. The ultimate results of the work of this Commission will fall short of the hopes of its members if the good effects of its existence and labors end with the date upon which the binding effect of the award expires.

The Commission hopes that during the life of the award those on both sides of the recent controversy will do all in their power to encourage and establish relations of business confidence between each other, under which the employees will feel that the employer has a real interest in the employee, and the employer will feel that the employees have an interest in the welfare of the company and the industry.

With the establishment of such relations and the building of such foundation, it will not be difficult to erect the superstructure on the following general plan which is recommended by the Commission:

**FIRST.** An organization of anthracite mine workers, governed by the anthracite mine workers and free from control or dictation of bituminous mine workers.

This can be effected by making the anthracite mine workers a separate department of the union or by such other modification of rules and laws as will best effect the purpose.

**SECOND.** All workers in and about the anthracite mines, excepting foremen, assistant foremen, and other bosses, clerks, and office employees, to be eligible to membership in the organization and entitled to its privileges and benefits; provided, that boys under 21 years of age should not have voice or vote on propositions pertaining to strikes.

**THIRD.** A local body of the organization for each colliery, composed of the employees of that colliery and officered by officers chosen by them from their own ranks.

**FOURTH.** A local committee in each local, composed of its own members, employees of the colliery, whose duty it shall be to seek adjustment, at the hands of the local officials, of any local complaints which the local may refer to the committee and which the aggrieved member is unable to adjust with his immediate superior officer.

**FIFTH.** A general committee for each company's employees composed of one representative from each colliery, if there be three or more collieries. If less than three collieries, the general committee to be composed of two or three members from each colliery.

Complaints which local committees are unable to adjust to be referred to the general committee, which should have authority to dismiss or settle the complaint and have their decision binding upon the organization and its members.

General committees to seek adjustments of complaints at the hands of the general officers of the employing company.

If the general officers of the company and the general committee are unable to reach an agreement, the general committee should have the right to call into the conference, to assist and advise them, such general officer of the organization as may be selected and to whom such duties are delegated, regardless of whether or not such general officer is an employee of the company interested.

SIXTH. Agreements between the organization and the employers of its members, governing terms or conditions of employment, should provide that any matter in dispute which the general officers of the company and the general committee of the organization, accompanied by their general officer, are unable to reach an adjustment of shall be submitted to fair arbitration, the award to be accepted by both.

SEVENTH. No strike to be inaugurated until the committees and officers of the organization have complied with all their rules and have exhausted all other honorable efforts to reach an agreement and have failed; nor then, until proposal to strike has been submitted to all the members employed in that colliery or by that company who are entitled to vote on strike questions, and two-thirds of them have voted by ballot in favor of the proposal.

EIGHTH. With the inauguration of this plan all mine workers in the anthracite field who are eligible to membership should be permitted to become members, regardless of past differences or prejudices. After that, admission should be by such rules as may be adopted.

NINTH. The organization to be governed by a constitution framed and enacted by a delegate convention in which each local should be entitled to one delegate. The same convention should adopt proper by-laws and elect the general officers unless the rules adopted provide for selecting the officers in some other manner.

TENTH. The general officers to be charged with the duty of administering the laws, rules and affairs of the organization, and to be given power to discipline locals by revoking charters, or in other proper manner, when such locals fail to observe the laws and rules of the organization or fail to require compliance with those laws and rules on part of their members.

This plan contemplates fair, frank and honest dealings, as well as perfect good faith in all things, between the employer and the employee. It intends that the rights of each shall be fully recognized and carefully considered and preserved. It provides for consideration of any case in which an employee is thought to have been unjustly disciplined by the employer, and for appeal of such cases to higher officials if desired. It does not, however, contemplate any improper or undue interference with the conduct of the business or with the exercise of authority and administration of discipline by the officers of the company.

It gives full recognition of the right of the employees to organize and to be represented by and heard through their organization. It requires that the same recognition will be given to the rights of the employer by the employees. It renders unnecessary any laws or rules

which are based on the assumption that the employer is antagonistic to the organization; hence none such should exist under it.

It removes all necessity for secrecy as to the personnel of the membership. It is founded in the principle of mutual interests and mutual efforts to serve such interests. While each will naturally look after his own interests, within proper limits, each can and should also have and exercise an interest in the other's welfare and success.

The plan recognizes that no organization can consistently assume to bargain for the employees of any company unless such organization fairly and actually represents a clear majority of such employees by having them as bona fide members. It does not mean that if there be a minority of employees, who, for reasons of their own, refrain from becoming members, such minority shall be prevented from working or interfered with in their work. If they are willing to work under the conditions fixed for the colliery, their right to pursue their way unmolested should be guaranteed.

In connection with the establishment of this method, it is believed that it would be profitable and wise for the organization to establish a death and accident fund on lines similar to those followed by trades unions which successfully operate such funds. If the benefits are made to cover sickness, so much the better.

The organization could also find a useful field in applying its efforts in direction of healthy legislation on subjects affecting the work of its members or the industry in which they are employed. While caring for their own interests they could lend a helping hand to the employer in this connection by promoting his interests when not detrimental to their own.

Collective bargaining and trade agreements, as herein suggested, should bring with them guaranties of exemption from the complications and troubles which present themselves in the absence of such bargaining, especially sympathetic strikes; these should be guarded against in the agreements. The success of such plan depends upon the spirit which is entertained by the parties to it. The integrity of the trade agreement should be rigidly upheld and sustained. Its plain terms should be inviolable during the life of the agreement. Differences of opinion are bound to arise, but with a proper desire actuating both sides and an agreement to refer such differences to arbitration if necessary, the guaranties of peace and pleasant relations seem adequate.

**EXTRACT FROM PAPER BY MR. THOMAS ARMSTRONG, PRESIDENT PHILADELPHIA BUILDERS' EXCHANGE, READ BEFORE THE NATIONAL ASSOCIATION OF BUILDERS.**

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I would suggest for this organization (under whatsoever name you please to call it, and I know of no better than the "Builders' Exchange"), that its membership be composed of every man in the building line, of good business repute and honorable intent, whom we can get to join. Have then as a motto of the organization "that no builder liveth unto himself alone" and anyone not willing to subscribe thereto, I would consider undesirable.

The exchange which I have the honor to represent here, is a strong organization in many ways, yet we fail, I was going to say, almost in living up to this principle.

Word would come to us that certain of our members were having labor troubles, and it would cause no more than a word of sympathy in passing comment, whereas, what I have in mind is, that this organization shall be as one body, no member of which can be hurt without affecting the whole. As to working, I believe that time would suggest a definite plan.

Speaking again of my home exchange, I would say, that as chairman of the labor committee, I am surprised at the consideration we get, and at the number of times we are consulted by labor unions on various questions, and this entirely without any definite purpose or active work upon our part. We are conceded an influence which we, in no way deserve, as we are not a working committee in the sense we have in mind.

I might say, that we locally (and the question at issue must necessarily be one so handled), are endeavoring now to work out our salvation on this line. After most earnest discussion at the last directors' meeting of our exchange, a committee of five, was appointed (all of whom I think are here) to formulate some plan for action in this direction. We have held two meetings, both of which were attended by a full committee, were of several hours' duration and were the most earnest meetings that I have ever attended in the building trades. I say this that you may realize that we have seriously started.

We are making haste, slowly,—foundation building—trying to reach bed rock.

We have adopted a name, "Advisory Board of the Master Builders' Exchange" as we already have a labor committee, having however, a smaller scope, and an arbitration committee, whose duties are almost solely to adjust possible differences between our own membership.

We have decided that the number of this committee shall be five appointed by the president with the distinct understanding that its personnel shall include only our strongest men, men in whom the community have confidence and who have the respect of their fellow-craftsmen, men of wisdom, of experience, of fairness, of courage.

The power of this committee from employers' standpoint must be absolute, autocratic, if you like, else it can have no existence. This must necessarily be so, otherwise it would be powerless.

We aim to get this, first by having the plan evolved, get the backing of our exchange to this extent, then we reach out to the several distinct trade organizations, and get them to formally accept such a condition. We to reach and influence them through some of our own members who likewise hold membership in these various organizations.

The "modus operandi" will probably be about as follows: Conference committees in every trade, believing after all that both builders and mechanics are men, and if brought face to face are disposed to be fair and just, and that 90 per cent of the cases of difference can be settled out of court, as it were. Should however, it be impossible to agree and danger signals be hoisted, before any action is taken appeal is to be made to the higher court, before whom shall appear, both parties. We know that labor organizations will at first object to this, as they are not represented, but I feel sure that when they understand that we intend to be absolutely fair, to give them everything they ought to have, in honor and justice, they will realize that it is to their interest also, that they appear. The committee would then, after listening carefully to all evidence, make its decision, which if adverse to

the employer, would necessarily be binding on him as he had already accepted the condition, and if adverse to the union, he would also have to be respected. Should such be the case and the union refused to abide by such a theory as we so often phrase it, action would then be as follows: The matter would be weighed carefully, conservatively, and action if thought wise, and the case so warranted, be taken even to the extent of a complete stoppage of work in that branch or in all.

Reading casually the statement, some one might consider such committee, one of war, but such is not the spirit or intent. It is to be essentially one of peace, making toward that end, always.

I am pleased to say that in our committee deliberations, not one word has been spoken that would indicate a desire for offensive action against unionism, but all in the spirit of harmony and expressive of a desire that we might adopt a plan that would still the troubled waters, making for a permanent peace, rather than a temporary truce between forces that ought to be friends.

\* \* \* \* \*

The present attitude of capital and labor is now often termed as that of industrial war, but I think it a misnomer; rather it is two great forces, mobs almost as it were, striving toward the same goal, yet so disorganized and unruly are they that they are almost fighting each other to the death to attain it. Now, I claim that the man who can step in, control these contending forces, establish mutual respect and cordial relationship and have them walk in step, arm in arm, along the highway of peace and prosperity, will well deserve the victor's crown.

\* \* \* \* \*

Some men interested expressed themselves as fearful lest possible failure would bring discredit upon our exchange. No—a thousand times no. Discredit lies not in line of possible failure, but in not having striven.

**EXTRACT FROM AN ADDRESS ON LABOR ISSUES IN THE BUILDING TRADES BY MR. WILLIAM H. SAYWARD, SECRETARY OF THE NATIONAL ASSOCIATION OF BUILDERS.**

If employers abandon their distrust of unions and enter in friendly business relations with them, unions must abandon their distrust of nonunion men and conceive the right of their fellow-workmen to join or refrain from joining their bodies. If a labor union is recognized as a fit and proper representative body to act for the class—and it must be fit and proper and representative, or it can not be dealt with—then all is gained which it may properly seek—and by the abandonment of its attempt to coerce people into joining, it opens the surest road for accession to its ranks, for those who may *come* of their own accord, but *won't be driven*. Relieve the unions of unworthy methods, (and cooperation by employers will accomplish this more quickly than anything else), and those who now object to joining will be much more ready to do so, but if they will stay outside and no notice be taken of them, it will soon be demonstrated that they are entirely harmless, because they have no effect. When employers and employees take each other into their confidence and thoroughly discuss matters of mutual concern—antagonism to labor unions, to employ-

ers of labor and to nonunion men will soon disappear—and I further believe, and my belief is based upon actual experience, that if a dropping off of nonunion opposition be made a prerequisite of recognition, that it will be dropped without hesitation.

Two minor difficulties should be mentioned. One is the trouble connected with joint committee work, which every employer holds up as a bugbear—and the other the claim that labor organizations should be incorporated so that they may be held financially responsible for their acts, even as the capital of employers is the basis of their responsibility. As to this last feature I must confess that I see very little real increase of responsibility, such responsibility as is argued for, financial responsibility, through incorporation, unless the capital of such corporations should be very great (a practical impossibility) and made available only for damages under broken agreements—but I *do* think that employers and workmen alike should seek to put their respective organizations on some legal status which should result in making them subject to removal of rights granted under State charters, when failing to adhere to agreements, or causing stoppages of work, or creating interference with privileges and rights of others. As to the objection that any form of cooperation entails trouble, I can only reply that this is a most unworthy plea; better any amount of trouble to defend ourselves and the community from the harassment and larger trouble which is inevitably connected with strikes and lockouts.

It may be said that in labor issues either for the building trades or other lines of work, that these intricate and involved matters will not take care of themselves; they can not safely be intrusted to *one* of the interested parties alone; *both* parties must have equal concern, must act *jointly*, not only in their own interests but in effect in the interest of the community.

This being done and agreements formally made and legally entered into, if *contracts* are then broken it will be *penalty* not *arbitration* and the community will be the chief factor in imposing the penalty.

I wish to point out what seems to be a peculiar advantage for the building trades in carrying out this policy. The diversity of trades involved in each and every building operation, each trade standing by itself, with a distinct employer and a distinct set of workmen, gives opportunity for almost limitless interference, in some cases a small and comparatively insignificant trade blocking progress of work as effectually as a larger trade. This may be turned to advantage by so concentrating the action of employers that any strike in any single trade, even on the work of a single employer, shall result in a lock-out of all trades by all employers.

This is coercive action, and it should be the study of employers to avoid it. But it would be legitimate under certain conditions which I will endeavor to indicate in describing specifically how I think these labor issues can be most effectively met on the lines of the policy I have been discussing.

I should begin by having employers in the various building trades, the best, the most responsible in each branch in every community, united together for the specific purpose of dealing with labor issues. I should have this central body acting in the general interest, at a seasonable time, in each year, issue a call to all organizations of workmen in these various trades, requesting that they formulate their desires as to wages, hours and general conditions for the coming

year, and transmit them to the central employers' organization, this latter organization committing itself to laying the desires of the workmen thus expressed before the employers' organizations in each respective trade, and engaging still further to bring about agreements between the employers and workmen through joint conferences. All conferences to be upon a uniform plan and all agreements to be under the observation of the central body in order that there may be no conflict in the terms and conditions of the various trades.

These agreements being effected and made public so that the community may understand exactly what has been done in its interest, the central body will then be in a position to demand and secure observance by both parties of the terms of the agreement.

For instance, should any branch be embarrassed by stoppage of work in apparent violation of the agreement, the central body will immediately take it up, make public investigation and fix the blame and penalty. Should the blame be upon the employers' organization, it would have to withdraw from the position taken, or lose affiliation with and the support of all the rest of the central body, a serious matter. Should the blame be upon a workman's organization it would have to withdraw from the position taken, or the central body would at once cause all work to be stopped in all trades, an equally serious matter, and one which would speedily end the recalcitrancy of the guilty organization.

If it be too difficult to get a central body thus effectively organized, the same thing can be accomplished by the most prominent general contractors banding themselves together for the same purpose and the same policy of action. In some respects this is the more attractive form, inasmuch as it limits those who must be in harmony, to a much smaller number. But in any event, this line of action gets all its strength and value upon the setting up of preliminary agreements to settle all matters of mutual concern by and through joint committees, these joint committees to formulate working rules under said agreement.

With these agreements existing, it will be hard for either party to evade the penalty which will result from breaking the contract, hard for the guilty parties to avoid the just condemnation of the public.

But, in my opinion, and this opinion is based upon many years of experience the discipline spoken of will rarely, if ever, have to be applied for agreements fairly entered into and made public are seldom violated.

I have one word more, and a suggestive one.

I received a letter last week from one of our good builders, a man of large experience and extensive business operations, a letter in reply to an urgent request from me that he be present and discuss this most important topic. He wrote: "I am sorry, I should like to be with you in Washington, but I am too much occupied with actual business to spare the time."

My friends until employers realize that the labor problem is as much "actual business" as any part of that "business" which seemingly demands their whole attention, they will fail to take those steps which the old adage comprehended when it declared that "an ounce of prevention is worth a pound of cure," and they will go on as they have in the past, blunderingly refusing to protect themselves and honest workmen against the dangers that threaten, and permitting bad men and measures to obtain control.

**JOINT CONCILIATION COMMITTEES RECOMMENDED BY THE  
NATIONAL ASSOCIATION OF BUILDERS.**

FORM OF AGREEMENT RECOMMENDED BY THE NATIONAL ASSOCIATION OF BUILDERS TO SECURE THE ESTABLISHMENT OF CONCILIATION COMMITTEES, WITH PLAN OF ORGANIZATION OF THE SAME, FOR THE USE OF ASSOCIATIONS OF EMPLOYERS AND ASSOCIATIONS OF WORKMEN IN ALL BRANCHES OF THE BUILDING TRADE.

AGREEMENT.

For the purpose of establishing a method of peacefully settling all questions of mutual concern, (name of organization of employers and (name of organization of employees) severally and jointly agree that no such question shall be conclusively acted upon by either body independently, but shall be referred for settlement to a joint committee, which committee shall consist of an equal number of representatives from each association; and also agree that all such questions shall be settled by our own trade, without intervention of any other trade whatsoever.

The parties hereto agree to abide by the findings of this committee on all matters of mutual concern referred to it by either party. It is understood and agreed by both parties that in no event shall strikes and lockouts be permitted, but all differences shall be submitted to the joint committee, and work shall proceed without stoppage or embarrassment.

In carrying out this agreement the parties hereto agree to sustain the principle, that absolute personal independence of the individual to work or not to work, to employ or not to employ, is fundamental and should never be questioned or assailed, for upon that independence the security of our whole social fabric and business prosperity rests, and employers and workmen should be equally interested in its defense and preservation.

The parties hereto also agree that they will make recognition of this joint agreement a part of the organic law of their respective associations by incorporating with their respective constitutions or by-laws the following clauses:

A. All members of this association do by virtue of their membership recognize and assent to the establishment of a joint committee of arbitration (under a regular form of agreement and governing rules), by and between this body and the \_\_\_\_\_ for the peaceful settlement of all matters of mutual concern to the two bodies and the members thereof.

B. This organization shall elect at its annual meeting \_\_\_\_\_ delegates to the said joint committee, of which the president of this association shall be one, officially notifying within three days thereafter the said \_\_\_\_\_ of the said action and of the names of the delegates elected.

C. The duty of the delegates thus elected shall be to attend all meetings of the said joint committee, and they must be governed in this action by the rules jointly adopted by this association and the said \_\_\_\_\_.

D. No amendments shall be made to these special clauses, A, B, C, and D, of these by-laws, except by concurrent vote of this association with the said \_\_\_\_\_, and only after six months' notice of proposal to so amend.

The joint committee above referred to is hereby created and established, and the following rules adopted for its guidance:

ORGANIZATION OF JOINT COMMITTEE AND RULES FOR ITS GOVERNMENT.

1. This committee shall consist of not less than six members, equally divided between the associations represented. The members of the committee shall be elected annually by their respective associations at their regular meetings for the

election of officers. An umpire shall be chosen by the committee at their annual meeting, as the first item of business after organization. This umpire must be neither a workman nor an employer of workmen. He shall not serve unless his presence is made necessary by failure of the committee to agree. In such cases he shall act as presiding officer at all meetings and have the casting vote as provided in Rule 7.

2. The duty of this committee shall be to consider such matters of mutual interest and concern to the employers and the workmen as may be regularly referred to it by either of the parties to this agreement, transmitting its conclusions thereon to each association for its government.

3. A regular annual meeting of the committee shall be held during the month of January, at which meeting the special business shall be the establishment of "Working Rules" for the ensuing year; these rules to guide and govern employers and workmen, and to comprehend such particulars as rate of wages per hour, number of hours to be worked, payment for overtime, payment for Sunday work, government of apprentices, and similar questions of joint concern.

4. Special meetings shall be held when either of the parties hereto desire to submit any question to the committee for settlement.

5. For the proper conduct of business, a chairman shall be chosen at each meeting, but he shall preside only for the meeting at which he is so chosen. The duty of the chairman shall be that usually incumbent on a presiding officer.

6. A clerk shall be chosen at the annual meeting, to serve during the year. His duty shall be to call all regular meetings, and to call special meetings when officially requested so to do by either body party hereto. He shall keep true and accurate record of the meetings, transmit all findings to the associations interested, and attend to the usual duties of the office.

7. A majority vote shall decide all questions. In case of the absence of any member, the president of the association by which he was appointed shall have the right to appoint a substitute in his place. The umpire shall have casting vote in case of tie.

The above form of agreement should first be adopted in due form, by vote of each organization proposing to set it up, care being taken to have the action upon a legal day, and its officers authorized and empowered to sign all necessary papers to put the agreement in force. The instrument of agreement should then be drawn up in full for signatures, and should be duly executed and acknowledged in such form as required by law in the State where the parties have their usual place of business or headquarters.

**TRADE AGREEMENTS BETWEEN AMERICAN NEWSPAPER PUBLISHERS' ASSOCIATION AND INTERNATIONAL TYPOGRAPHICAL UNION.**

LETTER FROM M. J. LOWENSTEIN, OF ST. LOUIS.

St. Louis, September 25, 1902.

As secretary of the St. Louis Newspaper Publishers' Association for the past ten years, and as secretary of the special standing committee of the American Newspaper Publishers' Association, which has exclusive jurisdiction in labor matters, I have had ample opportunity to study the workings of arbitration in relation to employees, and while I do not consider voluntary arbitration a cure-all for industrial ills of every description, I am convinced that it is the most practical and available means we have of averting or composing differences between employer and employee. In St. Louis nearly every department of

mechanical labor on newspapers is organized, and the organizations are recognized by the publishers, and contract relations have been entered into with the several unions represented in the various departments of a newspaper. The publishers of St. Louis have proceeded on the theory that when the employees of any department organize, it is better to treat with them and have a definite understanding than to take any chance of a misunderstanding that might cause an interruption of labor. They have accordingly entered into written contracts with all the unions represented in their establishments, and have endeavored in these contracts to fairly outline the rights and duties of both parties. In every instance a joint standing committee has been provided, to which all differences which may arise shall be referred. If the joint standing committee is unable to adjust these differences, local arbitration is provided for.

This was the first step toward industrial peace, or rather the avoidance of industrial conflicts. The initial cause of friction between employers and their men is usually the refusal of the employer to recognize the organization of the men. The next most fruitful cause is the question of a wage scale. Men will frequently strike for recognition of the union when they are entirely satisfied with the wages paid. The St. Louis publishers believed, and their experience has justified the belief, that by freely and honestly recognizing the rights of employees to organize, and by providing machinery for the adjustment of differences, they were pursuing good business policy.

A newspaper must be published every day. The public demands and has a right to an uninterrupted service. The newspaper is becoming part and parcel of our every-day life, and it is manifestly to the interest of both publisher and public to avoid any interruption in the daily output. The publisher felt that even though recognition of the various unions meant higher wage scales, it was cheapest—to put it on a purely commercial basis—in the long run.

We have practically had no labor disturbances in St. Louis during the past ten years in our line, although in nearly every instance with the expiration of an old contract and the negotiation of a new one, came an increase in the wage scale. We have had frequent arbitrations, some of which were favorable to our contentions, others were against us. In most instances we noted that the decision of the arbitrators was simply a compromise. The representatives of the unions were as quick as we were to appreciate this fact, and the result was that whenever any demands were made on us, they were of such an extravagant nature that in the event of arbitration the usual compromise would mean a material benefit to the union. In self-defense the publishers have been compelled to meet demands of this nature with counter demands of a similar character. In a recent case the absurdity of the whole proceeding was so evident that a reasonable adjustment of differences was easily accomplished.

Other incidental drawbacks to arbitration grew out of the inability to secure satisfactory arbitrators on account of the bias for or against one party or the other.

The American Newspaper Publishers' Association had to deal with another problem. The International Typographical Union had jurisdiction over the offices of fully 80 per cent of the members of the association. The union at its annual or biannual sessions would enact legislation affecting the relations of the local unions as a whole

to the publishers, or of members of the local unions to the publishers. Such legislation would be heard of only when it became effective; and it soon became evident to the publishers that they had to form some kind of a national organization with powers to deal with the national organization of the printers.

The special standing committee of the American Newspaper Publishers' Association was therefore created, and was given power to deal with the executive committee of the International Typographical Union. The association is now given an opportunity to be heard through its commissioner at all sessions of the International Typographical Union on all matters affecting the interests of the publishers.

As it was conceivable that local arbitration might be defective or faulty, or that an unjust award might be given, out of bias or prejudice due to local conditions, it was felt that some form of appeal from decisions of local arbitrators should be provided. Moreover, as instances had occurred of local unions repudiating their agreements, either written or verbal, with publishers, the importance of having local contracts underwritten or guaranteed by the national association appealed at once to the publishers. An agreement was therefore entered into with the International Typographical Union, by which all contracts with local unions are guaranteed by the International Typographical Union and local unions are compelled under the terms of this five-year agreement, to live up to all the requirements of their contracts. There is thus joint supervision and control on the part of the American Newspaper Publishers' Association and the International Typographical Union over all local agreements, and provision is made for an appeal from decisions of local arbitrators, where such decisions are manifestly unfair.

By removing the final tribunal from the local atmosphere, it is believed that more stability will be given to local agreements, and that there will be less tendency on the part of the publishers and unions to make unreasonable demands. Whether this national control of local affairs will work satisfactorily remains to be demonstrated, but my impression is that the system will work out admirably, as it provides at once a poise and a check. It secures the publisher in his rights, and protects the laborer under his contract. It substitutes judicial investigation for unreasoning and unreasonable passion, and will have, if it comes up to the expectation of its authors, the very beneficial effect of reducing trade disturbances to the minimum, and the bringing about of a condition of industrial peace in the newspaper business. It will make both publisher and printer more conservative, more considerate of the rights of the other, and more careful not to infringe upon those rights. It will substitute conciliation and arbitration for the brutal strike and the more brutal boycott, and in this way avoid the heavy losses to both employer and employee growing out of labor controversies.

To sum it up—arbitration is not ideal; it is better—it is practical.

Yours very truly,

M. J. LOWENSTEIN.

LETTER FROM S. E. MORSS, OF THE INDIANAPOLIS SENTINEL.

Replying to your inquiry of September 18, I have to say that I think The Sentinel was one of the first newspapers in the country, if not the very first, to enter into a time contract with the local typographical

union. When I purchased an interest in this paper on February 1, 1888, a strike of printers in the morning newspaper offices had recently taken place, and all the daily papers in the city were set up by non-union printers. One of the first things I did was to have a conference with the officers of the local typographical union. The Sentinel company made a contract with the union which was, I believe, to run a certain length of time—three years, I think.

A few months later the other daily papers of the city made similar contracts with the union, and subsequently the newspapers of the city formed a publishers' association for the purpose of dealing with the labor unions, and contracts are now made from time to time between the publishers' association and the local typographical union. The results have been entirely satisfactory. While the unions have demanded and obtained very liberal concessions, and I feel that the employees in the mechanical departments secure a disproportionate share of the product of the business, I will say that every contract made has been scrupulously fulfilled by the union, and that there has been no friction of any kind after the contract has been executed. Similar arrangements have been in force in other cities for several years and finally a contract was made last spring between the American Newspaper Publishers' Association on the one hand, and the International Typographical Union and the International Printing Pressmen's Union on the other. This contract was ratified by a substantially unanimous vote of the Newspaper Publishers' Association. I think the general feeling is that these arrangements afford the best method available, under existing conditions, of regulating relations between newspaper publishers and the employees in their mechanical departments. Under these arrangements the liberty of action by proprietors is very largely restricted. They surrender a good many of the rights which the owners of the Pennsylvania coal mines claim to be inherent in proprietors. But on the other hand, they secure a high standard of service and efficiency and a large degree of stability and when a three-years' contract is made they know exactly what they can depend upon for that period.

While the unions are quite exacting and advance their claims at the termination of every contract, I personally believe in the right and duty of workmen to organize and to use their organizations to secure such benefits as they can in the way of increased wages, shorter hours of labor, and improved conditions. If other large employers of labor would deal with their employees in the same spirit as the American newspaper publishers do there would not be many serious labor troubles. I must confess, however, that the publishers would have found it very difficult at any time for many years to ignore the typographical and pressmen's unions. These organizations are strong and are conducted with much intelligence and ability. Many publishers probably would prefer to deal with individual employees, but the newspaper proprietors are entitled to the credit, at least, of recognizing the cast-iron facts of the situation and conforming to them. They have met these organizations in a broad spirit and the result is that for some years there have been very few strikes among the employees in the mechanical departments of newspapers.

Yours respectfully,

S. E. MORSS,  
*President and Manager.*

**LIST OF REPRESENTATIVE EMPLOYERS MAKING TRADE AGREEMENTS WITH TRADE UNIONS.**

Sargent, W. D .....	170 Broadway, New York City. President National Founders' Association.
Penton, John A. ....	Detroit, Mich. Commissioner National Founders' Association.
Hoyt, H. W. ....	650 Ellston avenue, Chicago, Ill. Vice-president Allis-Chalmers Machine Company. Ex-president National Founders' Association.
Castle, Chauncey H. ....	Comstock-Castle Stove Company, Quincy, Ill. President National Stove Manufacturers' Defense Association.
Hogan, John A. ....	Auditorium Tower, Chicago, Ill. Secretary National Stove Manufacturers' Defense Association.
Taylor, Charles H., jr. ....	The Boston Globe, Boston, Mass. President American Newspaper Publishers' Association, and editor of Globe.
Driscoll, Frederick .....	108 La Salle street, Chicago, Ill. Commissioner American Newspaper Publishers' Association.
Lowenstein, M. J. ....	St. Louis Star, St. Louis, Mo. Secretary American Newspaper Publishers' Association, editor Star.
Morss, Samuel E. ....	Indianapolis Sentinel, Indianapolis, Ind.
Hanna, D. R. ....	M. A. Hanna & Co., Cleveland, Ohio. Ex-chairman Dock Commissioners.
Justi, Herman .....	355 Dearborn street, Chicago, Ill. Commissioner Illinois Coal Operators.

**THE REPRESENTATIVE PRESIDENTS OF THE ILLINOIS, OHIO AND WESTERN PENNSYLVANIA BITUMINOUS COAL OPERATORS' ASSOCIATION.**

Nevis, George. ....	Alton, Ill. President Glass Works, Illinois Glass Company.
Chambers, James A. ....	American Window Glass Company, Pittsburg, Pa. President American Window Glass Company.
Ripley, Edward P. ....	77 Jackson boulevard, Chicago, Ill. President Atchison, Topeka and Santa Fe Railroad System.

**HEADS OF THE LABOR ORGANIZATIONS MAKING SAID CONTRACTS.**

Keefe, Daniel J. ....	Wetherbee Building, Detroit, Mich. President International Longshoremen's Association.
Lynch, James M. ....	De Soto Block, Indianapolis, Ind. President International Typographical Union.
Hayes, Dennis A. ....	930 Witherspoon Building, Philadelphia, Pa. President Glass Bottle Blowers' Association.
Higgins, Martin. ....	202 Lexington avenue, Brooklyn, N. Y. International Pressmen's Union.

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APPENDIX I.

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PROPOSED BILL PROVIDING FOR COMPULSORY INVESTIGATION AND PUBLICITY.

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## APPENDIX I.

### PROPOSED BILL PROVIDING FOR COMPULSORY INVESTIGATION AND PUBLICITY.

#### INVESTIGATION AND PUBLICITY AS OPPOSED TO "COMPULSORY ARBITRATION."

[Read before the American Civic Federation at its meeting in New York, Monday, December 8, 1902,  
by Charles Francis Adams.]

More than a year ago, during the great steel strike of August, 1901, I prepared a communication setting forth certain Massachusetts experiences, during previous similar troubles, as being worthy of consideration. They suggested a possible solution, practical in character, of what are known as "labor troubles"—the conflicts between employer and employee which result in strikes and tie ups. Printed in various papers, this communication caused at the time some discussion. More recently I have been applying the experience then set forth, and the principles advocated, to the existing and more serious complications which have since arisen. I have also been in communication with Col. Carroll D. Wright and Mr. Henry Cabot Lodge, one of the Senators from Massachusetts, discussing the facts and theories involved, with a view to what may be considered an outcome based on the systems, political and constitutional, as well as the labor conditions and the social and industrial organizations, existing to-day in the United States. With a view to ultimate satisfactory results, the effort has been to recognize facts, and to make action conform to them. My purpose to-day is to set forth as briefly as possible the conclusions so far reached.

In the communication referred to, I first called attention to the nearest approach to a practical solution of the labor problem in accordance with American conditions, ideals and traditions, which has, so far as I know, yet been devised and put in use. And, in making this statement, I lay emphasis upon the word "American"; for I hold it to be quite useless to take a system, whether purely ideal and theoretical, or even, in other countries, practicable, and apply it generally. The first essential to success in constructing or developing any system of laws is that such system shall be in conformity with the conditions, ideals and traditions of the community for which it is designed. To ignore them, much more to run counter to them, is to court failure at the outset. As Alexander Hamilton said more than a century ago of the United States Constitution,—“A government must be fitted to a nation much as a coat to the individual; and consequently what may be good at Philadelphia, may be bad at Paris and ridiculed at Petersburg.” In like manner, a system of legislation designed to regulate the relations of labor and capital may work well in Australia; but it by no means follows that a similar system would work well in Great Britain

or Germany: and a system which might be practical, if not reasonably satisfactory, in Bohemia and Austro-Hungary would almost surely prove quite otherwise in the United States.

This I am well aware is a commonplace, almost, indeed, a platitude. And yet it is necessary to premise it carefully; for, just so long as men are what they now are, unusual exigencies will, under any system of government, from time to time arise: but, when such do arise, it is always very noticeable how the air is at once filled with suggestions of remedy, either quite untried or borrowed from other lands. And such are recommended for immediate adoption, wholly regardless of our constitution, laws, political organization or the spirit of our industrial development. This is empirical; and, in these matters, empiracy is of all things to be shunned.

I come now to the experience I have referred to. There is, in the State of Massachusetts, and has been for over thirty years, a board of railroad commissioners. In the history of that board there was one important, but now quite forgotten, incident, from which a highly suggestive lesson may be drawn. It occurred twenty-five years ago. The Massachusetts railroad commission was organized on the theory that, in adjusting matters of difference between the community and its railroad corporations, the vesting of arbitrary power in such a tribunal was a hindrance to it rather than a help; for the reason that in America force is in the long run less effective in producing results than investigation, and subsequent well-considered recommendations based thereon. The appeal was in every case to be made to reason and public opinion, and not to the sheriff or the soldier. Accordingly, in the event of differences between the corporations and their employees, even those resulting in strikes and tie-ups, the commissioners had no executive power. It was their duty, in a general way, to take official cognizance of the fact when the community was sustaining an injury or an inconvenience, and to investigate the causes thereof. Having so investigated, the board was empowered to locate the responsibility for the injury and inconvenience, and to make its recommendations accordingly; but those recommendations had merely a moral force. They could be addressed to the parties concerned, and to public opinion, only. Their effect, greater or less, was measured by the justice and good sense impressed upon them. The commissioners, moreover, disavowed any wish to be clothed with larger powers. They feared the possession of such powers. They were persuaded they could in the end accomplish more satisfactory results without them.

This theory was soon put to a test. At 4 o'clock in the afternoon of the 12th of February, 1877, all the locomotive engineers and firemen in the employ of the Boston and Maine Railroad Company stopped work in a body, abandoning their trains. The move was not altogether unexpected, but the operation of the road was seriously interfered with. The commissioners did not at first intervene, neither party calling upon them. Indeed, both parties were unwilling so to do, for each was apprehensive, apparently, of adverse action. During several days, accordingly, the commissioners preserved an attitude of silent observation. After the lapse of a reasonable period, however, the board concluded that it was plainly time to recognize the fact that the public was suffering serious inconvenience; for then the Boston and Maine Railroad was, as it still is, one of the principal arteries of eastern New England. The president and directors of the company and

the employees of the Brotherhood of Locomotive Engineers were accordingly notified that the board proposed to take a hand in the business. This it proceeded to do. An immediate investigation was notified. Both parties appeared, for, without confessing itself in the wrong, neither party could well help so doing, and professed a perfect willingness to submit their cases. No suggestion of a readiness to abide by any decision that might be given thereon was either asked for or given; but the board proceeded to hear witnesses and to elicit the facts. The inquiry was continued through three days; and, on the 21st of February, the report of the board was made public, appearing in full in all the newspapers of that date. In it the commissioners, after carefully and judicially sifting out the essential facts from the evidence submitted, placed the responsibility for the trouble where the weight of evidence showed it belonged; and thereupon proceeded to make such recommendations as in its judgment the exigencies called for. The effect was immediate. An authentic record was before the community, and public opinion, crystallizing, made itself decisively felt.

It is not necessary to enter further into the history and merits,—the rights and the wrongs,—of that particular struggle. My object is merely to call attention to what was then done, and done successfully, as constituting the nearest practical approach consistent with our American political and social system to what is known as “compulsory arbitration.” It was compulsory inquiry only; and an appeal thereon to the reason and sense of right of all concerned. Reliance was placed in an enlightened sense of right of all concerned, and an informed public opinion.

Here then is a system. Under it a public tribunal is provided; that tribunal takes official cognizance of what is notorious; and, when either the peace or the business of the community sustains prejudice or is gravely jeopardized, it becomes its duty to intervene. It intervenes only for the purpose of obtaining the information necessary to enable it to form a clear, judicial opinion. It then sets the facts before the community, and makes its recommendation. It locates responsibility. There it stops; for it can compel obedience on neither side.

Now, let us apply this proposed system to the conditions which, for the last eight months, have existed in the anthracite coal region. Let us assume that provision by law existed under which the Executive, either National or State, was empowered and directed to appoint such a board *pro hac vice*, calling it into existence to meet a sudden emergency. The chances, I submit, are at least nine out of ten that, if such a machinery had existed, and had been judiciously employed either by the governor of Pennsylvania or the President of the United States, a practical solution of the difficulty which for the last eight months has harassed the country would have been reached. The community began to sustain grave prejudice at an early stage of the troubles. The resulting injury became more and more flagrant as the weeks passed by. The continuance of such conditions not only was injurious to private interests, but, as we all know, the public peace itself was involved. Under such circumstances, experience shows that neither party will, for obvious reasons, voluntarily call upon a board or commission to intervene; for such action is tantamount to a confession of weakness. Both will look at it askance. It must rest, therefore, in the discretion of the Executive to decide whether a case has arisen which calls for public initiative; the public being a third party to the controversy.

That it is such, it is impossible to deny. It, therefore, has rights and interests—a standing in court. It having been decided, in the exercise of a sound discretion, that circumstances call for this third party to act, the Executive gives notice to all concerned that, at the proper time and place, it is proposed to enter upon an investigation. If both parties see fit then to appear and submit evidence as to the facts, that evidence becomes public property. If one party appears, the other absents itself at its peril. Should neither party appear, producing authentic documents and putting in a case, the board would proceed to enlighten itself through all other accessible means. In behalf of the third party to the controversy, of which it is the representative, it should be empowered to summon witnesses and to enforce the production of documents. Having completed its investigation, it would then make its recommendations definitely, and, if it knows its business, concisely, locating responsibility where the evidence shows it belongs. A practical solution of the trouble, such as would naturally commend itself to the judgment of an unprejudiced tribunal, would be pointed out. A solution of that sort always exists. This report would be transmitted to the appointing power, whether President or governor. By him it would then be communicated to the parties in interest, including the public; and, in due time, submitted to Congress, or the State legislature, always with such enforcing or qualifying recommendations as might commend themselves to executive judgment. The report so made would carry with the public and with the parties concerned exactly that degree of weight its judicial character and reasoning might impart to it,—that, and nothing more. It could not be enforced by any governmental process. There would be neither sheriff, nor *posse comitatus*, nor military force, behind it. But, if well reasoned and impartial, it would bring to bear the moral weight of an enlightened public opinion.

Did such a machinery as this exist, simple and advisory only, it is not unsafe to say that it would prove adequate for the settlement of nine complications out of ten. In the case of the anthracite strike, for instance, if the Commission since appointed by President Roosevelt could have been appointed four months sooner, while the conflict was in the earlier stage of development, its report would have afforded to one or both parties concerned an opportunity to withdraw creditably from a position which afterwards, for at least one of them, became false and consequently perilous. What the country has needed is light,—the possession, if not of undisputed facts, at least of an authentic statement of the facts in dispute. Had these been spread upon the record and submitted for public consideration, it could hardly be otherwise than that recommendations firm, judicious and reasonable, based thereon, would have sufficed to remove from the path the impediment of false pride,—that stumbling block in the case of nine strikes out of ten. An opportunity of gracefully receding would have been offered to one or both parties concerned. Should either party have then insisted, in the face of light and reason, the responsibility for obstinate insistence would have been upon its head. In the United States public opinion has in such cases a very summary, as well as effective, way of enforcing its own process. An excellent and sufficient example of this was furnished in the sudden change of front on the part of one of the parties to the present anthracite complication, executed in the face of a rapidly rising popular sentiment. Persistence was

felt to involve too much risk. It would be so in the great mass of these cases. They are preventable. But what is wanted for their prevention is not force, but light and guidance.

This generally acknowledged fact to the contrary notwithstanding, it is singular to note, when any controversy arises, how such a method of settlement as that here proposed is at once set aside as being inadequate and unworthy of consideration, because behind it there is no constable's club or soldier's bayonet. In fact, however, the word "compulsion" has an unpleasant sound to Americans. In theory only is the thing itself popular. With us the final appeal must always be to reason; and public opinion enforces the edict of that appeal. In every field of legislation this has been again and again illustrated; and yet the appeal to reason, as now here made, is almost as invariably as contemptuously dismissed from consideration on the ground that there is behind it no force to compel obedience.

It is this tendency to compulsion against which, I submit, it is the especial function of the Civic Federation to protest. We should lay emphasis on the fact that our appeal is to reason, and not to force. The difficulty with the Federation is not want of power, but want of official standing. It is a volunteer. At no time, for instance, during the last six months could it enter the field as representing the executive of either State or Nation; and had it entered the field on its own initiative only it would have been in imminent danger of incurring the contempt not only of both parties to the controversy, but of the public itself. It has, therefore, been compelled to inaction,—a purely waiting attitude. This fact in itself discloses a want. A piece of machinery is lacking.

But it is argued that such boards already exist, and the results of their efforts have not proved satisfactory. This assumption I deny, and on broad grounds. When such large interests are involved as, for instance, in the strike in the anthracite coal regions, represented by men of capacity on each side, to deal effectively it would be necessary for the community to have the power of availing itself of the services of the very best men, and those of the highest character and authority at its command. If it speaks at all, it should speak adequately. If in June it had been the duty, as well as within the power, of the President, or of the governor of Pennsylvania, recognizing that the public interests and convenience were involved, and that lasting injuries might be entailed, to take cognizance of the situation in the anthracite region, it should, under the system proposed, have been the duty of either Executive to call upon the very strongest men in the community,—those of highest character and most intimately acquainted with every condition involved. No man in the country so called upon could have refused to serve; yet such men will not accept, nor should they be expected to accept, merely salaried positions, permanent in character, on a board of subordinate importance.

The machinery now suggested should, moreover, be reserved, and brought into action only in special exigencies. It is not designed nor is it adapted to every-day use. In that field the existing boards are doing good service, and doing it sufficiently well; but, for obvious reasons, they are not equal to the exceptional occasions. They occupy the positions of municipal courts; but, where grave problems of constitutional law present themselves, such are not referred to police magistrates for decision, nor would the decision of those magistrates, if rendered

upon them, carry the necessary weight. Exceptional cases can only be dealt with exceptionally. Fortunately they do not arise often. In the field of labor complications, for instance, two only have occurred during the last eighteen months. But they unquestionably will recur periodically in the future; and, when they come, their presence is unmistakable. It would then be for the executive, State or National, to take cognizance of what is apparent, and set in motion the special machinery designed and held in reserve for that exigency.

It is equally futile to say that the parties concerned, unconsenting thereto, might decline to appear before such a commission. In such case the Commission would simply proceed with its inquiry in the absence of such party or parties. With the power of summoning witnesses and compelling the production of books, all necessary information would be accessible to it. But the parties could not refuse to appear. They would not dare to refuse.

Finally, the report of such a tribunal, addressed to its appointing power, would be like the decision of a high court of justice on an abstract point of constitutional law of the first magnitude. Read by everyone, if the decision were weak, or bore in it signs of prejudice or interest, it would, falling dead, fail to influence public opinion. Equally, if handled with a firm and intelligent grasp, it would carry conviction. That conviction, when so carried, is in this country irresistible. It in the end makes opposition confessedly factious.

The trouble with us is that we are always prating of the force of public opinion; but, when the exigency arises, we evince no confidence whatever in it. Like a parcel of children, we are apt to cry out for the master to come in and enforce instant obedience with the rod. I submit that permanent results with us in America are not reached in that way. Let us in this matter have the courage of our convictions.

I have already expressed my belief that, if such a system as I have here suggested could be brought into being through a very simple act of legislation, which, open to no constitutional or other objection, would be in entire accord with our industrial system, our traditions, and the American ideals, it would settle nine matters of controversy which arise out of ten. I now further submit, it is highly desirable from every point of view that the tenth case of controversy should not be settled, but should be fought out. In the practical affairs of life, as we all know, it is necessary now and then that the fight should be to a finish. Our own civil war was a case in point. No arbitration ever could have settled that; no appeal to reason would have produced conviction. The issue had to be fought to the bitter end. That it was so fought we are now all grateful, though, at the time, the demand was loud and incessant for some compromise,—any close to the “useless, the suicidal strife.” This exceptional case, however, by no means brought the principles of arbitration and reasonable adjustment into discredit, and consequent disuse. On the contrary, they have grown stronger ever since, securing more and more hold on public opinion. What is necessary, in my judgment, is to organize that public opinion, and, when organized and made effective, to rely on it to produce all desirable results in the average case. But it can only be organized by bringing it to bear through the medium of capable men, thoroughly informed upon the special matter under discussion, and competent to express courageous opinions clearly. The tribunal doing this should then dissolve. It should not continue in existence, the target for criti-

cism, partisan discussion, and popular odium. Should a new case arise, another tribunal of a similar character would at the proper time be called into being to deal with it in its turn.

Sound and fruitful legislation can not, moreover, be improvised. It is idle to talk in language as empty as it is grandiose of “curbing,” or regulating by any patented method, potentates and power of such large, and yet vague, character as those that labor and capital are now continually bringing into the field. A governmental regulation which shall deal satisfactorily with them must rest upon a broad and well-considered basis of experience. It would be the natural outcome of a series of reports of tribunals such as that suggested. It is equally futile to suppose that this labor contest in which we have been engaged, and of which we have so long experienced the inconvenient results, is going to be settled in a day or an hour, or next year, or within the next ten years. It will continue with us during the remainder of our lives, and with our children after us; but we will slowly and tentatively approximate to satisfactory results. Under these circumstances if a solution, represented by a proper legislative and administrative machinery, is ever to be evolved, it must be evolved from a series of wearisome investigations, and reports thereon, no less judicial and well considered than that body of great opinions from which the present Constitution of the United States has been slowly built up and rounded out.

In the case of the National Executive, some question has been raised as to its functions and powers, in view of our constitutional system and the reserved rights of the States. I can not, however, see that this enters into the present question, or what is now proposed. It is certainly the duty of the President to inform himself upon all questions relating to the carriage of the mails, and to the movement of commerce, whether foreign or interstate. Questions of revenue are involved; questions affecting the transportation of material, men and supplies may be involved. To inform himself he should be empowered to appoint agencies competent to investigate and report thereon. It is not now proposed to clothe him with any power in these exigencies, except that of receiving a report, forwarding it to the parties involved, together with his own recommendations, and then submitting the same to Congress. To give the President power to intervene by any executive act of a compulsory character would, in my opinion, jeopardize at the beginning every desirable ultimate result of the experiment proposed. Congressional action is always in reserve: but even Congressional action ought to be intelligent; and, to be intelligent, it should be well considered,—based on a considerable body of facts, judicially ascertained. The judicial ascertainment of facts and the study of principles involved therein, is, therefore, what the occasion immediately demands. Sound remedial legislation will in due time result therefrom. But at present the chances are enormous that crude and precipitate effort at a compulsory betterment of existing conditions would only make what is already quite sufficiently bad, distinctly worse.

As the result of my conversations with Colonel Wright and Mr. Lodge, I have undertaken to draw up a simple act, in few sections, based upon the foregoing principles and looking to the results indicated. It could be passed, *mutatis mutandis*, by any State legislature or by Congress. It would contravene no constitutional provision or private right, but simply secure to the community,—the third party

involved in every controversy of this sort of any magnitude,—the right to get at the facts in dispute; and, after so doing, to bring to bear an intelligent pressure of its own, looking to a reasonable solution of troubles sure, hereafter, to arise. Such an act has accordingly been prepared, and is subjoined hereto.

AN ACT TO PROVIDE FOR THE INVESTIGATION OF CONTROVERSIES AFFECTING INTERSTATE COMMERCE AND FOR OTHER PURPOSES.

*Be it enacted by the Senate and House of Representatives of the United States of America in Congress assembled:*

SECTION 1. That whenever within any State or States, Territory or Territories of the United States a controversy concerning wages, hours of labor, or conditions of employment shall arise between an employer being an individual, partnership, association, corporation or other combination, and the employees or association or combination of employees of such employer, by reason of which controversy the transportation of the United States mails, the operations, civil or military, of the Government of the United States, or the free and regular movement of commerce among the several States and with foreign nations is in the judgment of the President interrupted or directly affected, or threatened with being so interrupted or directly affected, the President shall in his discretion inquire into the same and investigate the causes thereof.

SEC. 2. To this end the President may appoint a special Commission, not exceeding seven in number, of persons in his judgment specially qualified to conduct such an investigation.

SEC. 3. Such Commission shall organize with all convenient despatch, and upon giving reasonable notice to the parties to the controversy, either at the seat of disturbance or elsewhere, as it may deem most expedient, shall proceed to investigate the causes of such controversy and the remedy therefor.

SEC. 4. The parties to the controversy shall be entitled to be present in person or by counsel throughout the continuation of the investigation, and shall be entitled to a hearing thereon, subject always to such rules of procedure as the Commission may adopt; but nothing in this section contained shall be construed as entitling said parties to be present during the proceedings of the Commission prior to or after the completion of their investigation.

SEC. 5. For the purpose of this act, the Commission, or any one Commissioner, shall have power to administer oaths and affirmations, to sign subpoenas, to require the testimony of witnesses either by attendance in person or by deposition, and to require the production of such books, papers, contracts, agreements, and documents as may be deemed material to a just determination of the matters under investigation; and to this end the Commission may invoke the aid of the courts of the United States to compel witnesses to attend and testify and to produce such books, papers, contracts, agreements, and documents; and for the purposes of this section it shall be vested with the same powers, to the same extent, and under the same conditions and penalties, as are vested in the Interstate Commerce Commission by the act to regulate commerce, approved February 4, 1887, and the acts amendatory and in addition thereto; and it shall be the duty of the said courts of the United States to render said Commission the same aid to the same extent and under the same conditions as is provided by said acts in aid of said Interstate Commerce Commission; and witnesses examined as aforesaid shall be subject to the same duties and entitled to the same immunities as is provided in said acts.

SEC. 6. For the purposes of this act the Commission may, whenever it deems it expedient, enter and inspect any public institution, factory, workshop, or mine, and may employ one or more competent experts to examine accounts, books, or official

reports, or to examine and report on any matter, material to the investigation, in which such examination and report may be deemed of substantial assistance.

SEC. 7. Having made such investigation and elicited such information of all the facts connected with the controversy into which they were appointed to inquire, the Commission shall formulate its report thereon, setting forth the causes of the same, locating so far as may be the responsibility therefor, and making such specific recommendations as shall in its judgment put an end to such controversy or disturbance and prevent a recurrence thereof, suggesting any legislation which the case may seem to require.

SEC. 8. The report of such Commission shall forthwith be transmitted to the President and by him communicated, together with such portions of the evidence elicited and any comments of further recommendation he may see fit to make, to the principal parties responsible for the controversy or involved therein; and the papers shall be duly transmitted to Congress for its information and action.

SEC. 9. The Commission may, from time to time, make or amend such general rules or orders as may be deemed appropriate for the order and regulation of its investigations and proceedings, including forms of notices and the service thereof, which shall conform as nearly as may be to those in use in the courts of the United States.

SEC. 10. The President is authorized and empowered to fix a reasonable compensation to be paid to the members of the Commission from the Treasury at such times and in such manner as he shall direct. The Commission shall have authority to employ and fix the compensation of such employees as it may find necessary to the proper performance of his duties, subject to the approval of the Secretary of the Interior.

The Commission shall be furnished by the Secretary of the Interior with suitable offices and all necessary office supplies. Witnesses summoned before the Commission shall be paid the same fees and mileage that are paid to witnesses in the courts of the United States.

All of the expenses of the Commission, including all necessary expenses for transportation incurred by the Commissioners or by their employees under their orders, in making any investigation under this act, shall be allowed and paid, on the presentation of itemized vouchers therefor approved by the chairman of the Commission and the Secretary of the Interior.

SEC. 11. No Commission appointed under this Act shall continue for a period of over three months from the date of the appointment thereof, unless at any time before the expiration of such period the President shall otherwise order.

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APPENDIX J.

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ANTHRACITE COAL-CARRYING COMPANIES  
AND THE AFFILIATED COAL-MINING  
COMPANIES.

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## APPENDIX J.

### ANTHRACITE COAL-CARRYING COMPANIES AND THE AFFILIATED COAL-MINING COMPANIES.

In a report on the Pennsylvania anthracite coal field, as a part of the Twenty-second Annual Report of the United States Geological Survey, Mr. H. H. Stock gives the following statement of the railroad companies entering the coal fields, with the subsidiary or affiliated coal companies:

#### ANTHRACITE COAL-CARRYING RAILROADS, THEIR AFFILIATED COAL COMPANIES, AND TONS OF COAL SHIPPED IN 1900.

Name of railroad.	Name of affiliated coal company.	Headquarters of mining operation.	Shipments in 1900.
			<i>Tons.</i>
Delaware, Lackawanna and Western.	Coal department Delaware, Lackawanna and Western R. R.	Scranton .....	6,013,849
Delaware and Hudson Canal Co.	Coal department Delaware and Hudson Canal Co.	.... do .....	3,973,859
Erie and Wyoming Valley R. R. (a)	Pennsylvania Coal Co. ....	Dunmore .....	2,090,153
Erie R. R. ....	Hillside Coal and Iron Co. ....		1,741,069
New York, Susquehanna and Western.	Absorbed by Erie .....		1,333,848
New York, Ontario and Western.	Scranton Coal Co.; New York and Scranton Coal Co.	Scranton .....	1,668,457
Pennsylvania R. R. ....	Coal companies of the Pennsylvania R. R.	Wilkesbarre .....	5,169,947
Lehigh Valley R. R. ....	Lehigh Valley Coal Co. ....	.... do .....	6,909,442
Delaware, Susquehanna and Schuylkill.	Cross Creek Coal Co. ....	Drifton .....	1,068,488
Central R. R. of New Jersey... Philadelphia and Reading R. R.	Lehigh and Wilkesbarre Coal Co. .... Philadelphia and Reading Coal and Iron Co.	Wilkesbarre .....	5,309,856
		Pottsville .....	9,338,510

a Absorbed by the Erie interests.

Mr. Stock adds:

The Delaware, Lackawanna and Western Railroad Company has the right to mine, transport, and sell coal. \* \* \* Its operations are mainly in the immediate vicinity of Scranton and along the northern bank of the Susquehanna, between Pittston and Plymouth, and also in the neighborhood of Nanticoke, where it has a magnificent, untouched field of coal, awaiting development.

The road has no tenants operating mines upon its lands, but it does ship the output of a number of individual operators. The main line of the railroad crosses the Lackawanna basin at Scranton, which is the headquarters of the coal department and where there are extensive yards and shops. A branch known as the Lackawanna and Bloomsburg Division extends from Scranton, down the Susquehanna River, to Northumberland, where it connects with the Pennsylvania Railroad. This division is equipped for handling a large coal tonnage.

The Delaware and Hudson Canal Company operates its coal department under the same name, and its operation extends from the upper end of the northern field above Carbondale to Plymouth. In the upper

portion of this territory mining has been carried on since 1829, this company being one of the oldest of the anthracite corporations. Until the close of 1898 most of its coal was shipped over the gravity road from Carbondale to Honesdale, and thence by canal to Rondout on the Hudson, but at the close of the season of 1898 the gravity road and canal were abandoned and a standard-gauge road was built between Carbondale and Honesdale, where the Delaware and Hudson delivered its coal to the Erie. A portion of the tonnage also passes over the Jefferson Branch of the Erie from Carbondale to Nineveh, where it is taken by the main line of the Delaware and Hudson.

The Erie and Wyoming Valley Railroad superseded the old gravity road of the Pennsylvania Coal Company. It was built to connect the mines of the Pennsylvania Coal Company, and to transport its coal from Pittston to Hawley, where it is delivered to the Erie. \* \* \* The coal properties of the Pennsylvania Coal Company now working are near Pittston and Dunmore, while there are reserves north of Scranton.

The Erie Railroad Company designates its coal company the Hillside Coal and Iron Company, and its principal operations are at the extreme northern end of the Lackawanna Valley, near Forest City, Jermyn, Mayfield, and Peckville, although it also has collieries at Moosic and Avoca, and it owns the Butler colliery at Pittston. The Erie railroad does not extend south of Carbondale, but the coal from these collieries is transported over the Delaware and Hudson to Carbondale or over the Erie and Wyoming to Hawley, where it is taken by the Erie. It also transports a large amount of coal for individual operators and for the Delaware and Hudson. The Pennsylvania Coal Company and the Erie and Wyoming Valley Railroad are now owned and operated by the Erie.

The New York, Ontario and Western Railway Company is nominally only a coal carrier, but the New York and Scranton Coal Company, and the Scranton Coal Company are generally considered as the coal department of this road. It connects with the Central Railroad of New Jersey in Scranton, and within the last year it has been a heavy buyer of coal properties, most of which are north of Scranton, its principal properties being the collieries formerly owned by the Lackawanna Iron and Steel Company, by the Elk Hill Coal and Iron Company, and by the Pancoast Coal Company.

The New York, Susquehanna and Western Railroad Company has been absorbed by the Erie.

The Pennsylvania Railroad Company's mines in the Wyoming region are operated under the name of the Susquehanna Coal Company, and its properties are near Nanticoke and Glen Lyon, at the extreme southern end of the Wyoming field. This road enters the western-middle field by the branch running from Shamokin to Sunbury, and operates mines between Shamokin and Mount Carmel by its subcorporations, the Mineral Railroad and Mining Company, and the Union Coal Company. It also has branch lines running from its north and west branch into the Schuylkill and Lehigh regions, and it has traffic arrangements for transporting coal over these branches.

The Lehigh Valley Railroad Company conducts its mining operations under the name of the Lehigh Valley Coal Company, which was organized in 1881. The company operates mines in all of the coal fields, and in addition to the large output of its own mines the railroad

is an extensive carrier of coal mined on its own land by its tenants and also by individual operators mining upon lands which do not belong to the railroad company. The main line of the railroad runs through the anthracite field from Mauch Chunk to Pittston, but the Lehigh and Schuylkill districts, as far as Mount Carmel, are a perfect network of branch roads, known as the Coal Branches.

The Delaware, Susquehanna and Schuylkill Railroad is operated by the Cross Creek Coal Company, commonly known as the Coxe Estate. It connects all of the collieries of this estate, and has truckage arrangements by which it carries its coal to market over the Lehigh Valley Railroad, but with its own engines. The mines of the Cross Creek Coal Company are in the Lehigh region, about Drifton.

The Central Railroad of New Jersey mines under the title of the Lehigh and Wilkesbarre Coal Company, with headquarters at Wilkesbarre. It operates collieries in the Wyoming region and has interests in the Lehigh region near Audenried. A branch of the railroad traverses the Panther Creek basin and handles the product of the Lehigh Coal and Navigation Company. The company has large undeveloped tracts of excellent coal land between Wilkesbarre and Nanticoke. It uses the Delaware and Hudson tracks from Wilkesbarre to within 4 miles of Scranton, which city it enters over its own tracks, and connects with the New York, Ontario and Western. \* \* \*

The Philadelphia and Reading Railroad operates its mines through the Philadelphia and Reading Coal and Iron Company. It is the most extensive owner of coal lands and the heaviest miner of coal of all the operators. Its headquarters are in Pottsville and its operations are almost exclusively in the Schuylkill region, including both the southern and the western-middle fields. The railroad traverses the Schuylkill region from north to south and from east to west and has numerous branches reaching to its widely distributed collieries.

All of the roads mentioned above have an outlet into New York City, either directly or through Perth Amboy, Port Reading, or some other New Jersey port. The New England market is supplied by rail or by water transportation in barges to Boston and the Sound ports. The coal for lake shipment to Chicago, Milwaukee, Detroit, and the other western distributing points is mainly shipped through Buffalo, and in smaller amounts through Erie. The Lehigh Valley, Delaware, Lackawanna and Western, Erie, and Pennsylvania go to Buffalo, while the Pennsylvania reaches Erie over its Philadelphia and Erie branch. Such small amounts as go to western and central Pennsylvania are also carried by the Pennsylvania Railroad, which road also over the Northern Central takes a large portion of the anthracite supply to Baltimore, Washington, and points farther south. Philadelphia is supplied by the Philadelphia and Reading and by the Pennsylvania, and from here some coal is also shipped southward over the Baltimore and Ohio.