

State inspector of coal mines reports

Section 52, Pages 1531 - 1560

These reports of the Kansas State Mine Inspector mostly concern coal mining, though by 1929 the scope of the reports broadens to include metal mines. The content of individual reports will vary. The reports address mining laws and mining districts; industry production and earnings; fatal and non-fatal accidents; accident investigations and transcripts of oral interviews; labor strikes; mine locations; mining companies and operators; and proceedings of mining conventions. The reports document the political, economic, social, and environmental impacts of more than seventy years of mining in southeastern Kansas.

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Local union No. 85, Stippville: Francis McDonald.
 Local union No. 1661, West Weir: Jno. McGraw.
 Local union No. 1701, Peterton: George Brady.
 Local union No. 445, Nelson: Wm. Metzger.
 Local union No. 1765, Stone City: Jno. T. Evans, Harry Wilkinson.
 Local union No. 735, Pittsburg: Wm. Brisbin.
 Local union No. 70, Litchfield: W. W. Fletcher.
 Local union No. 498, near Scammon: Wm. Morgan.
 Local union No. 405, Howard: James Allister.
 Local union No. 582, Coal Valley: Geo. Nicholson.
 Local union No. 1674, Daisy Hill: Joseph Bussy.
 Local union No. 40, Kirkwood: ———.
 Local union No. 1088, Cherokee: Robt. Wilson.
 Local union No. 1094, Stippville: ———.
 Local union No. 469, Fleming: ———.
 Labor Exchange, Osage City: ———.

Moved and seconded that the report be accepted as read and committee retained. Carried.

Moved and seconded that the president appoint a Committee on Rules and Order of Business, Carried. Committee: James Allister, James Blanchard, John Evans, C. E. Bramlett, and James Wray.

Moved and seconded we adjourn until 1:30 P. M. Carried.

AFTERNOON SESSION.

Meeting called to order by President Orr. Minutes of forenoon session read, and approved as read. The Committee on Rules being ready to report, reported as follows:

We, the Committee on Order of Business, offer the following report:

1. Report of Credentials Committee.
2. Appointing of the various committees.
3. Report of Committee on Order of Business.
4. Report of secretary.
5. Report of Committee on Legislation.
6. Report of Resolutions Committee.
7. Committee on Constitution.
8. Election of secretary.
9. Election of president.
10. Election of vice-president.
11. Good of order.

JAS. ALLISTER.	JOHN T. EVANS.
C. E. BRAMLETT.	JAMES WRAY.
JAS. BLANCHARD.	

Report amended to read that the president appoint all committees but resolution committee.

Report of committee approved as amended. The Committee on Resolutions was then elected. Committee: Wm. Brisbin, W. H. Burton, James Brady, L. D. Lamb, Pat Griffin, Frank Gilday, and Francis Fern.

Moved and seconded that committee be elected by acclamation. Carried.

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Moved and seconded that a committee of five be appointed on Legislation. Carried. Committee: Amos Greenwood, John Timms, D. W. Davison, John Roberts, and George Nicholson.

Moved and seconded that a committee of five be appointed on Constitution. Carried. Committee: Harry Hester, John McGraw, Allen Stevenson, John Washpacker, and W. D. Robinson.

Moved and seconded we adjourn to hear report of labor commissioner. Carried.

On reconvening, meeting was called to order by Vice-president Bramlett, when secretary read his report, which is as follows:

PITTSBURG, KAN., January 28, 1903.

To the State Society of Mine Industry, Greeting:

At the election in February, there was a misunderstanding between myself and Mr. Keegan in regard to the time I should take charge of my office, it being understood that it should be July 1, but after consulting a lawyer in regard to it, I found that whenever I filed my bond, and it was accepted, I would be secretary, and that the law would only allow me a reasonable time to file my bond, and if I made no effort to assume the duties of my office as the law required, they could declare the office vacant, and appoint a man to fill the place. I so informed Mr. Keegan, and he wrote the attorney-general in regard to the matter, but he did not let me know what the answer was. I then went to Topeka and saw the attorney-general myself in regard to the matter, and he showed me a copy of the letter he sent Mr. Keegan, that his term of office expired as soon as I filed my bond and it was approved, and that it was a violation of law to make any bargains in regard to an office, but whether we had criminally violated the law or not he did not know. I then got my bond filled out, and it was approved March 2, and so I assumed the duties at once, and so notified Mr. Keegan, but did not get the office turned over to me until the latter part of March, when I met Mr. Keegan in Topeka and talked the matter over with him, and we came to a mutual agreement that he would draw his salary up to March 15, and turn everything over to me, with the understanding that there would be no hard feelings between us, and that he would give me a write-up of the accidents for 1901, and any matter that he could furnish for the report of 1901, but the accident that you are all aware of, which happened to Mr. Keegan, leaves that part in rather bad condition.

In assuming the duties of the office, I believed that the law was such that where a place was worked in violation of the law I could order the men to cease operation, and, if necessary, order the mine closed down, but, on getting legal advice as to my duties in the matter, I found that that part of the law had been repealed, and the power had been placed in the hands of the county attorney and district judge, leaving the mine inspector with no police powers whatever.

I would recommend that the convention take this matter up and try to have the law so amended that the mine inspector have some powers without going through a long process of law, where mines are worked in open violation of the law.

The report of 1901 is simply an estimate, as, when I took office, March 15, there was only turned over a part of the data of 1901, my predecessor claiming that the companies had not yet sent in their reports, and when I asked the companies for them, they said they had sent them to Mr. Keegan. Mr. Keegan being killed shortly afterwards, left me in a position that I could not get the data



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to make a proper estimate of 1901, and the same is true of accidents. Mr. Keegan promised to give me a write-up of them, but when he was killed, and I went to his administrator (his brother) for a list of them, he refused to turn them over to me; so the report for 1901 is only a guess on a good part of the production, and as to the accidents I have no idea how near correct they are.

In the year 1902 there were twenty-nine fatal accidents, with the following causes: Nine by fall of slate, nine shot-firers, two struck by coal, three burned and one suffocated, three fell down shaft, two run over by cars, two cagers by something falling down shaft, one heart failure, one burned by powder, and one accidentally hurt himself with crowbar. As the fatal and non-fatal accidents seem to be getting larger every year, it seems to me there ought to be some legislation along this line, and I would ask the convention to carefully consider a bill in the legislature to have all working-places examined before employees go to their place of work.

I would recommend that this convention appoint a committee on Constitution, with instructions to draw up a set of by-laws to be presented to this convention, as there is no law as to when the call for the convention shall be sent out, nor when or to whom the credentials should be sent to after they are filled out. I would recommend that the committee bring in a clause covering that ground. I would also recommend that this committee carefully consider the mining laws before the legislature. I would also recommend that this convention pick a committee to go before the committee on mines and mining in the house and senate, and make a statement to them as to the legislation desired by this convention.

Respectfully submitted.

D. R. CASSELMAN, *Secretary.*

Moved and seconded that report be received and referred to committee. Committee: A. Porter, J. J. Hoyer, and John Tanner.

Next was report of legislative committeeman, Francis Fern.

Moved and seconded that report of Legislative Committee be accepted. Carried.

RECEIPTS AND EXPENSES OF OFFICIALS OF STATE MINERS' ASSOCIATION.

Moved and seconded, that the secretary of miners' expense fund, W. L. A. Johnson, make his report. Carried. It is as follows:

RECEIPTS.

No.		No.	
679.....	\$4 75	498.....	\$0 64
1858.....	1 60	219.....	2 25
533.....	2 50	40.....	76
381.....	37	444.....	3 80
1094.....	80	528.....	60
210.....	3 15	469.....	92
1661.....	1 15	1674.....	80
445.....	50	1991.....	30
1990.....	45	70.....	40
127.....	2 00	447.....	30
501.....	1 80	1822.....	65
434.....	1 40	915.....	35
1580.....	1 00	735.....	70
85.....	1 50	597.....	3 00
1009.....	3 50	405.....	70
1790.....	65	1088.....	40
1701.....	45	1835.....	25
544.....	1 50	Total.....	\$45 89



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EXPENSES.

To postage for sending out first call for money.....	\$0 82
To postage for sending out second call.....	46
To postage for sending out receipts for money received.....	62 1 90
Money on hand.....	\$43 89

Moved and seconded that report be received and money turned over to secretary of Miners' Association. (\$44.) Carried.

Moved and seconded we adjourn until nine A. M., February 3. Carried.

MORNING SESSION.

Morning session called to order by President Orr. Minutes of February 2 read, and accepted as read, and carried over.

Moved and seconded that rules and order of business be amended to read that we meet at 9:30 A. M., and adjourn at twelve M. to 1:30 P. M., and adjourn four P. M. Carried.

The Committee on Resolutions not being ready to report, the rules were suspended, and good of the order taken up, when it was moved and seconded that all legislation must pass through the Committee on Legislation before presented to General Legislative Committee. Carried.

Rules suspended, and report of Committee on Officer's Report was read, and moved and seconded that recommendation No. 1 be referred to Committee on Legislation.

Moved and seconded that balance of committee's report be accepted as read. Carried.

The convention then took up the good of the order, when, after considerable discussion, the Committee on Resolutions was ready to report. Moved and seconded that resolution No. 1, in regard to liability act, concurred in by committee, be adopted, and referred to State Society of Labor.

Resolution No. 2, in regard to injunction, concurred in committee. Committee report adopted and resolution be referred to State Society of Labor.

Resolution No. 3, in regard to janitors, concurred in by committee.

Moved and seconded that we now concur in committee's report. Carried.

Resolution No. 4, in regard to shortage of coal, not concurred in by committee. Referred to committee of seven men, to go before committee on shortage of coal. Committee: W. D. Robinson, W. H. Burton, Francis McDonald, Thomas Herzog, J. J. Hoye, C. E. Bramlett, and Henry Wensell.

Moved and seconded that report of committee be accepted and committee retained. Carried.

Motion to adjourn for dinner carried.



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AFTERNOON SESSION.

Meeting called to order by President Orr. After a little discussion, meeting adjourned to go to State Labor Society meeting for election of officers. Meeting reconvened and adjourned until 9:30 A. M., February 4.

MORNING SESSION.

Convention called to order by President Orr.

The minutes read, and approved as read. The Legislative Committee being ready to report, the president called the report, which is as follows:

We, your Committee on Legislation, beg leave to report the following:

That we concur in all the various bills, but do not think it proper to present at this session of the legislature other than the following bills, to wit:

A bill relating to weights and measures.

A bill relating to double-entry system.

A bill relating to pure oil.

A bill relating to ventilation.

A bill relating to escape shaft.

The committee also concurs in the recommendations of the secretary of mine industries, but do not think it proper to present them to the present session of the legislature; but especially urge an enactment of a law at the next session to empower the mine inspector with more power to enforce the strict observance of the mining laws, without being forced to resort to the courts to enjoin the companies from operating their mines until such laws have been complied with, but to impose a penalty for non-compliance with the laws.

D. W. DAVISON.
A. GREENWOOD.
GEORGE NICHOLSON.
JOHN T. ROBERTS.
JOHN TIMMS.

Moved and seconded that the report of the Committee on Legislation be approved as read. Carried.

As the seat of Brother McManus was questioned, it was moved that we refer it to the Credentials Committee, which was carried, to which the committee reported back, that he could n't be seated under the law.

Moved and seconded that the report of committee be adopted as read. Carried.

Moved and seconded that a Press Committee of two be appointed. Carried. Committee: John J. Hoyer, William Rollins.

Moved and seconded that we give the proceedings of this convention to the *Labor Champion* to be printed. Carried.

Moved and seconded that report of Committee on Legislation in regard to escape shaft be adopted as read. Carried.

Nominated for secretary, D. R. Casselman.

Moved and seconded that the rules be suspended and D. R. Cas-



selman be elected by acclamation. Carried. Casselman declared elected.

Moved and seconded that the secretary be instructed to cast the full vote of convention for D. R. Casselman. Carried.

Sim Bramlett nominated for president. Moved and seconded that the rules be suspended and Sim Bramlett be elected by acclamation. Carried. President then declared Sim Bramlett elected for ensuing year.

Nominations for vice-president: Joseph Mosbacker, local union 679, Leavenworth; Hugh Monahan, 444, Frontenac; Henry Hexter, 1890, Cornell; George Brady, 1701, Peterton.

Adjourned to 1:30 P. M.

AFTERNOON SESSION.

Afternoon session called to order by President Orr, and adjourned for election of assistant labor commissicner for unexpired term.

On reconvening, the convention proceeded to the election of vice-president. First ballot: Mosbacker, 19; Hexter, 21; Monahan, 25; Brady, 57. There being no election, the president ordered the roll called for second ballot: Mosbacker, 19; Hexter, 54; Brady, 49. There being no election, the president ordered another ballot: Hexter, 66; Brady, 56. Hexter, having a majority of all the votes cast, was declared elected by the president.

The Committee on Constitution being ready to report, the president called for same, which was adopted:

We, your Committee on Constitution and By-laws, submit the following for your consideration and approval:

ARTICLE I.

SECTION 1. The association shall be known as the Miners' and Mine-workers' Association.

ARTICLE II.

SECTION 1. The state association shall be composed of delegates duly elected and certified to by any association, society or union which is composed of members whose occupation shall be in the mining of coal in the state of Kansas, now organized, or which may hereafter be organized, for a period of three months preceding the meeting of this association.

SEC. 2. No delegate shall represent more than one local in the annual convention, and shall not be entitled to cast more than five votes.

ARTICLE III.

SECTION 1. The officers of the Association of Miners and Mine Workers shall consist of one president, vice-president, secretary, treasurer. They shall be elected at each annual meeting.

SEC. 2. That it shall be the duty of the secretary, in making appointment of deputies, to give due consideration to the indorsements of the various local unions in the county where the appointment is to be made.



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ARTICLE IV.

SECTION 1. Should vacancies occur by death, resignation or removal of the president, the vice-president shall succeed to the office of president, who shall fill the office until the next annual meeting of the association.

SEC. 2. Should a vacancy occur in the office of secretary, the president of the association shall, immediately upon notice of the same, call a special convention for the purpose of filling that vacancy for the unexpired term.

ARTICLE V.

SECTION 1. There shall be appointed at each annual convention a committee of five members on credentials, five on constitution, five on legislation, and five on resolutions.

ARTICLE VI.

The constitution and by-laws of this association may be amended or appealed at any annual meeting by a two-thirds vote of the delegates present.

ARTICLE VII.—ORDER OF BUSINESS.

1. Call to order by president.
2. Roll-call of delegates.
3. Presentation of credentials.
4. Appointing of Committee on Credentials.
7. Report of officers.
8. Unfinished business.
9. New business.
10. Miscellaneous business.
11. Good of the association.
12. Election of officers.
13. Adjournment.

All rules of order shall be governed by Robert's Manual of Rules and Order.

ARTICLE VIII.

The president and vice-president of this association shall receive, providing they are not delegates, \$4.25 per day and transportation while attending said meetings of this association, said amount to be paid from a fund assessed for this purpose on all local unions represented in the association. Said money shall be forwarded to the secretary of this association not later than December 31 of each year.

HENRY HUKSHI,	ALLEN STEVENSON.
JOHN MOGRAM.	EARL STARVINA.
W. D. ROBINSON.	JOE MOSEACKER.

Moved and seconded that we adopt report of Committee on Constitution in regard to officers' salaries. Carried.

After considerable discussion for the good of the order, the meeting adjourned *sine die*.

D. R. CASSELMAN,
Secretary.



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CONTRACT.

THIS AGREEMENT, Made and entered into this 27th day of August, 1902, by and between the undersigned operators, parties of the first part, and the executive board of district No. 14 of U. M. W. of A., parties of the second part, witnesseth:

SECTION 1. That we agree to buy on a run-of-mine basis as follows: To protect operators from being imposed on by unfair dealings, and to elevate the standard of workmanship among our men, we agree to pay sixty-five cents per ton of mine-run coal the year around.

SEC. 2. Each year to terminate the 1st of September.

SEC. 3. That the companies signing this agreement reserve the right to discharge any miner or miners whose net ton of 2000 pounds of mine-run coal will not yield the same percentage of lump coal as that produced when the mine was operated on a screened-coal basis.

SEC. 4. That the quality of mine-run coal is to be free from sulphur, black-jack, slate, and dirt; and if a miner be given a dock-mark for loading slate, sulphur, black-jack, and dirt, or other impurities, he shall be considered as notified by the company posting and marking on the mine bulletin a list of the daily dockages as indicated by the check numbers. For the second offense, he shall be laid off for one week; for the third offense, inside of thirty days from the first offense, he shall be laid off for thirty days or discharged, at the option of the operators, without recourse—but all employees shall be treated honestly and fairly.

SEC. 5. The price of powder shall remain at \$2.00 per keg during the life of this contract, and the powder shall be of standard brands and of the best quality for the purposes for which it is used.

SEC. 6. That the uniform price of dead work be paid as follows: Entries twelve feet wide to be paid at the rate of \$1.00 per yard. Entries less than twelve feet wide be paid at the rate of \$1.50 per yard. That the first cross-cut in rooms be paid at the rate of \$1.50 or \$1.00 per yard, according to width of same, based on width and price of entry. That in all cases where miners are unable to secure the necessary width in rooms, being prevented by horsebacks or other unavoidable obstacles, the price to be paid for such work shall be the same as above stipulated; provided, when the width attained in rooms is less than twelve feet and over six feet, the price shall be determined proportionately. The price to be paid for turning rooms shall be \$2.00, where the room necks are six feet, and \$4.00 where they are twelve feet.

That brushing shall be paid at the rate of eighty cents per yard for five feet above the rail, and one dollar per yard for six feet above the rail; horsebacks at one dollar per foot; stowing dirt, ten cents per car, fifty cents per yard, or to be taken away by the company.

SEC. 7. That shot-firers shall have but one job in mines employing forty men or more, and that no shot-firer shall perform his duties while in the mine alone.

The standard wages for shot-firers shall be \$2.65 per shift under normal conditions existing in the district.

SEC. 8. That the standard scale of wages, based on eight hours' actual work, shall be as follows.

Machine men, track-layers, air men, and timber men, \$2.25 per day.

Trappers, \$1 per day.

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Drivers, single mule, \$2.05 per day. (For each additional mule, ten cents extra.)

The wages of all other underground company men not above enumerated shall be \$2.05 per day.

It is understood that when a man is taken from the face to drive, cage, or do any other company work in or around the mines, he shall be paid the same rate as timber men and track-layers, viz., \$2.25 per day.

SEC. 8½. One-half hour shall be taken for noon.

SEC. 9. That the wages of topmen, firemen and night-watchmen shall be twenty cents per hour.

SEC. 10. That the wages of blacksmiths at mines where construction work is being carried on shall be \$2.50 per day, and the wages of mine blacksmiths at mines where repairs and sharpening of tools only is done shall be \$2.25 per day, based on an eight-hour day.

SEC. 11. That the price for making wall for room through gob in the single-entry system shall be \$1.50.

SEC. 12. That engineers shall be paid at the rate of \$60 per month of twenty-six working days of eight hours each, and all time in addition to the above shall be considered overtime, and shall be paid for at the rate of twenty-seven cents per hour. It is further agreed that in the event of an engineer desiring to leave the employ of any company he shall give fifteen days' notice prior to quitting, and any operator desiring to dispense with the services of an engineer shall do likewise; provided, however, that if an engineer destroys property maliciously or through gross carelessness, and that the fact is demonstrated to the satisfaction of the pit committee or the district president, then he may be discharged immediately.

SEC. 13. That there shall be a difference between pick and machine mining of 13½ cents per ton, and if at any time the use of machines shall become general in the district, then the executive board and the parties interested shall have the right to regulate it mutually.

SEC. 14. That the price of blacksmithing shall be sixty cents per month, and for squibs twenty-five cents per month, and a proportionate amount for part of a month.

SEC. 15. That the check weighman shall have a check number in order to receive his pay, the same as a miner, also a check-off system.

SEC. 16. That the pay-day shall be semimonthly.

SEC. 17. Any miner desiring to leave the service of the company shall give notice, and shall receive his money in full not later than five days from the date of such notice.

SEC. 18. That eight hours' actual work shall constitute a day's work.

SEC. 19. That the doctor system shall not be compulsory, but shall be left optional with the men.

SEC. 20. That all necessary timber and rail shall be delivered at the working switch of each place by the company.

SEC. 21. The operators shall have the right to employ boys to do such labor as they are able to perform, such as greasing, spragging, making-up trips, or any other miscellaneous work not otherwise specified, if they so elect, and, when so employed, shall be paid at the rate of \$1 to \$1.65 per day, as may be mutually agreed upon by the parties interested; provided, that no work be assigned to such boys that is recognized as man's work.

SEC. 22. That the erection of head-frames, buildings, scales, machinery, railroad switches, etc., necessary for the completion of a plant to hoist coal, all being

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in the nature of construction work, are to be excluded from the jurisdiction of the U. M. W. of A.; extensive repairs to or rebuilding the same class of work shall also be included in the same exception; provided, any or all members of the U. M. W. of A., who may be employed at such construction work, shall not be asked to work in conflict with the terms of this agreement as to time worked or wages received.

SEC. 23. That the color line shall not be a bar to employment.

SEC. 24. The pit committee, in the discharge of its duties, shall, under no circumstances, go around the mine for any cause whatever, unless called on by the pit boss, or by a miner or mine laborer who may have a grievance that he cannot settle with the pit boss. Members of the pit committee employed as day men shall not leave their places of duty during working hours except by permission of the operator.

The operator, or his superintendent, shall be respected in the management of the mine and the direction of the working force. The right to hire must also include the right to discharge, and it is not the purpose of this agreement to abridge the rights of the employer in either of these respects. The foregoing shall not be construed to prohibit the pit committee from looking after the matter of membership dues and initiations in any proper manner.

SEC. 25. There shall be no demands made locally that are in conflict with the provisions of this agreement, and no new conditions imposed affecting the same.

SEC. 26. Whenever a difficulty arises between a miner or mine laborer and an operator which cannot be settled by the mine officers and pit committee, the same shall be referred to the district executive board and the mine superintendent for adjustment, and if said executive board and mine superintendent shall be unable to settle the same, then the operator and miner or mine laborer interested shall each appoint two members of a board of arbitration, and these four, if necessary, when they cannot agree, shall choose a fifth member. The mine or mines, miner or miners, or mine laborers, shall continue work pending a decision of said board of arbitration, and whatever decision shall be reached by a majority of said board shall be final and binding upon all parties to said arbitration.

SEC. 27. Whenever a miner believes he has been unjustly dealt with on account of a charge of having produced too large a percentage of nut and slack coal in his run-of-mine coal, he shall have the right to appeal to a board of arbitration, and shall serve at once a written notice on the superintendent of appeal, said miner to continue at work pending a settlement on his case before said board of arbitration, and their decision shall be final and binding.

Whenever any employee or employees at mine or mines working under this agreement shall cause a stoppage of work in violation of the provisions of this contract, he or they shall be subject to discharge by the company affected.

SEC. 28. Where entries are double-shifted, or where two men work together in entries on the same shift, twenty-five cents per yard extra shall be paid.

SEC. 29. It is further understood and agreed by and between the parties hereto that the above agreement, with the following omissions and corrections, shall apply at the mine operated at Jewett switch, near Pleasanton, Kan., on the Missouri Pacific railway:

The coal is mined long-wall; therefore, section 1 of the above agreement as applied to this property shall read: "We agree to pay eighty-five cents per ton of 2000 pounds for run-of-mine coal under the conditions now in operation."

As sections 3, 5, 7, 11 and 27 in the above agreement do not apply to the work at Jewett, it is hereby agreed that they shall be omitted.



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Section 6 of the above agreement as applied to this mine shall read: "Brushing in entries shall be paid for at the rate of \$1.50 per yard for five feet above the rail, and \$1.70 per yard for six feet above the rail."

SEC. 29½. The following prices for digging and brushing shall apply at Bruce, Kan.:

\$1.25 per ton for mining on a mine-run basis.

\$1.00 per yard for brushing in rooms.

\$1.50 for brushing in entries five feet high.

SEC. 30. This contract becomes effective and in full force on September 1, A. D. 1902, and expires September 1, A. D. 1903.

SEC. 31. It is agreed that on the first Monday in August, 1903, the operators and miners, represented by the executive board and parties to this agreement, respectively, shall meet on that day, in Pittsburg, and go into session and continue in session to agree upon and formulate a new contract, and all clauses that cannot be amicably settled between the operators' and miners' representatives shall be settled by a board of arbitration, consisting of two operators chosen by the operators and two miners chosen by the executive board of miners, these four to choose a fifth member, and the decision of this board shall be final and binding upon all parties to said arbitration.

We, the undersigned respective parties to the above contract, have read the same, and fully approve of the conditions contained therein, and bind ourselves to the faithful performance of the same.

SCALE FOR OSAGE COUNTY, KANSAS.

SECTION 1. The following prices shall be paid in Osage county, for the Osage City field: \$1.35 per ton in summer, \$1.50 per ton in winter.

The summer price shall commence on March 1 and end August 31. The winter price shall commence September 1 and end March 1. The Burlingame price to be paid five cents less for winter and summer, viz., \$1.30 summer and \$1.45 winter. The Scranton price to be \$1.20 per ton for summer six months and \$1.35 per ton for winter six months.

It is hereby understood that all coal shall be accepted by company at miners' switch or platform.

SEC. 2. The company to furnish power and all tools for brushing, when in the judgment of the mine foreman and pit committee it is necessary.

SEC. 3. That no room be driven over 185 feet without extra pay for pushing; said extra pay to be determined by mine foreman and pit committee.

SEC. 4. All deficient places shall be paid extra; the price to be determined by mine foreman and the miners, but should they not agree, then the same shall be determined by the mine foreman and the pit committee.

SEC. 5. When a blacksmith is hired by the company to sharpen tools for the men, charges will be one per cent. When men sharpen their own tools, no charges shall be made.

SEC. 6. The price for turning rooms shall be six dollars for Osage City and five dollars for Burlingame and Scranton, the miners to put away the dirt.

SEC. 7. All gob entries shall be \$1.50 per yard, said entries to be four and one-half feet wide and three and one-half feet high in Osage City, and five feet wide and three and one-half feet high in Scranton and Burlingame.

SEC. 8. For narrow entries five feet wide and three and one-half feet high, \$1.85 per yard, the miner to have the coal. For entries fourteen feet wide, \$1.75 per yard, the miner to have the coal.

SEC. 9. For one-sided entries, \$1.25 per yard, the miner to have the coal.



SEC. 10. For cutting corners in rooms where room has full width, fifty cents per yard.

SEC. 11. The following day wage scale shall be paid: For mines taken from face, \$2.25 per day. Pushers, for men, \$2.05. Pushers, boys, \$1 to \$1.65. For cagers, \$1 to \$2.05. Topmen, \$1.50 to \$2. Mule drivers, men, \$2; boys, \$1 to \$1.65. This section to apply to Osage county only.

SEC. 12. Mule brushing may be contracted when it is desired; the price to be determined by the mine foreman and the party doing the work.

SEC. 13. The pay-days shall be on the first and third Saturdays in each month.

SEC. 14. That sections Nos. 8, 8½, 15, 17, 18, 20, 23, 24, 25, 26, 30, and 31, known as general provisions in this contract, apply to the Osage county field.

Signed by operators and executive board U. M. W. of A., district No. 14.



DECISION OF THE ARBITRATOR

IN THE DISPUTE BETWEEN THE UNITED MINE WORKERS OF AMERICA AND THE OPERATORS OF DISTRICT No. 14.

AGREEMENT.

PITTSBURG, KAN., November 18, 1901.

WHEREAS, A dispute has arisen between the United Mine Workers of America and the operators of district No. 14 as to the meaning of that part of section 7 of last year's contract, which reads "Double-shifted entry, twenty-five cents per yard extra," it is hereby agreed by the undersigned, representing the United Mine Workers of America, and the operators, parties to this dispute, to refer the matter in dispute to Hon. Frank Doster, to investigate and decide the question in dispute, and his decision shall be final and binding until September 1, 1902.

PETER McCALN,
JOSEPH FLETCHER,
Operators.

JOSEPH P. FERN,
DAVID CASSELMAN,
** U. M. W. of A.*

DECISION.

In the matter of arbitration between the coal-mine operators and the United Mine Workers of District No. 14.

The above matter was heard by me, under the prefixed agreement of reference and arbitration, in the city of Pittsburg, Kan., beginning November 18, 1901. The respective parties were represented by the gentlemen who signed the agreement acting as their counsel. Before entering on the hearing, I took and subscribed the prefixed oath to act as arbitrator. Such witnesses as personally attended the hearing were first duly sworn, and, in addition to their testimony, each of the parties produced and read the affidavits of persons not in attendance.

The matter submitted to arbitration was the question of the proper interpretation of that clause in the wage scale of 1900 contained in section 7 of the contract of that year entered into between the United Mine Workers and mine operators of district No. 14, and which read "Double shifted entries, twenty-five cents a yard extra." It was agreed in section 28 of the contract of 1901 between the parties that such question be arbitrated, and the arbitration now had is the result of that agreement.

An entry in mining phraseology is "a haulage-road or gangway," and the work done in extending it is called "driving an entry."

On the part of the mine operators, it was contended that the term "double-shift" meant two sets of men working successively or in alternation, and hence that "double-shifted entries" means entries in which the work is done by successive or alternating shifts of men. On the part of the mine-workers, it was contended that the term "double-shift" also means two men working together at the same time and place, and hence that "double-shifted entries" means entries in which two men work together at the same time, or, as it was further contended, if such is not the approved definitions of the terms, they had by local usage throughout district 14 acquired such significations.

The terms mentioned are mining terms, and there can be no question but that the contention of the mine operators as their approved meaning is correct. In a book used by the miners, called "The Coal and Metal Miners' Pocketbook," the word "shift" is defined as: "A certain number of hours of work; a certain proportion or change of workmen," and it elsewhere says: "A colliery is said to



State inspector of coal mines reports

to be working double-shift when there are two sets of men at work, one set relieving the other." In substantial similarity are the definitions contained in the Century, Standard and other dictionaries.

However, the contention was made that the words had acquired a local meaning different from their generally accepted and strictly accurate meaning, and that they were used in the contract in their local sense. If so—that is, if they were used by both parties in that sense—it and not their approved signification must govern.

In the interpretation of written instruments the law endeavors to arrive at the intention of the parties, and in its endeavor to find their intention it will indulge them the inaccurate use of words. When, therefore, the law has learned the meaning which the parties themselves attached to their language at the time they used it, it will enforce their engagements according to that meaning, however inaccurate or contrary to accepted definitions; hence, in order to ascertain the intention of the parties the law allows proof of local usage and custom. In the American and English Encyclopedia of Law, volume 17, second edition, page 12, under the head of "Interpretation and Construction," it is said:

"If words have by usage acquired a meaning different from their ordinary and popular meaning, when used with reference to the subject-matter of the particular instrument, or the trade or calling to which it has reference, the parties will be assumed to have used them in this peculiar sense, and the rule is the same when the usage of the locality in which the instrument is executed has given certain words therein a peculiar signification."

A very large number of court decisions are cited to support this text, among them being one in which it is held admissible to prove a local custom to count "1200" under the designation of the number "1,000."

In the present case there is, unfortunately, a conflict of evidence as to the existence of the local custom to use term "double-shift" in the sense of two men working together. That the mine-workers used it in that sense is quite clear, but all the superintendents and other managing officers of the mine companies testified that they understood the term to mean two shifts or sets of men working in succession. However, it was not denied by them that the miners used it in the other sense, although some of the witnesses for the operators, but not all of them, testified that they had only heard of its use in the other sense since the present controversy arose. There is a reason for the mine-workers lapsing into an inaccurate use of the term which has an important bearing on the question. Most of the mine work in district 14 has been single-entry work—that is, the entries were driven by single workers; but in developing newly opened mines and in some other cases the men worked double. Inasmuch as two men working together performed labor which under the single-entry system would have been performed by them working in successive shifts, the miners commenced and continued the habit of speaking of the former—that is, the work of two together—as "double-shift" work, because the two performing it were doubled together, and the two shifts of time required for its performance under the other system were doubled into one. I think the evidence establishes beyond all question that the miners so far fell into the habit of applying the term "double-shift" to two men working together that it may be said to have become among them a local custom or usage, and I also think that a fair preponderance of the evidence is to the effect that the mine operators or their managing agents and officers knew of this usage or custom at and before the making of the contract of 1900. Such being the case, they are bound to admit an interpretation of the contract in accordance with such usage or custom. But over and beyond the rule which requires the words of a contract to be inter-



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puted according to meaning which local usage gives to them, there is in this case another and weightier consideration which justifies the interpretation contended for by the miners.

It is settled doctrine of the law that words used in a contract to pay money or perform other conditions which may be understood in general local or special usage in more senses than one will be interpreted in that sense which the promisor knew or had reason to believe the promisee understood them to mean. That certainly is a sound rule of morals. It would not be just to permit one single person to make a promise to another by the use of words which the one making it knew the other understood in another sense. The law, therefore, will not permit such refusal. The rule is stated, with citations to numerous court decisions, in the American and English Encyclopedia of Law, volume 17, page 17, title "Interpretation and Construction." Now in this case the mine operators were the promisors. They promised the mine workers twenty-five cents extra for work in "double-shifted entries," whatever that should be held to mean. The evidence establishes, without dissent by a single witness, that at the conference of 1900 between the representatives of the operators and the mine-workers, the latter demanded the extra compensation where two men worked together in an entry. They demanded it because it had been the custom, though sometimes not observed, to pay extra for such work.

As a rule, theretofore it had been paid, though not secured by contract. The miners, however, desired that a clause securing it be put into contract and made a part of the wage scale. It is not clear that the local or peculiar sense in which the miners used the term "double-shift" was made manifest by them to the operators at the conference of 1900. One witness testified that it was, one that it was not, a third does not remember, and a fourth was not questioned. It is clear, however, that the miners demanded that a clause, in some appropriate form of words, securing the demanded compensation should be inserted in the contract. Whether in the discussion leading up to the final conclusion as to that and other matters the operators agreed to the demand does not satisfactorily appear. It was omitted from the draft of the final agreement. The omission was noticed, and demand again made that the clause be inserted. Without further discussion, one of the representatives of the operators, with a pen, wrote in the typewritten instrument, "Double-shifted entries, twenty-five cents extra." Now, when those words were written, the operators must have known that the miners understood them as expressive of the contract they had demanded should be made. The latter had but a moment before made the demand, and had not receded from it, and, whether the words used were significant to express the idea or not, the operators were bound to know that the miners accepted them as fit and appropriate to secure demanded compensation. For the purpose of an interpretation of the contract under the rule just invoked, it is immaterial whether the mine operators knew of the local habit of using the words "double-shift" in the sense of two men working together, and it is immaterial whether, if they did not know of it, the miners explained that they wished those words used as expressive of that idea. The miners demanded the insertion of a clause in some words that would be expressive of the idea of extra compensation for such working together.

The operators pretended to accede to that demand, and they wrote words in the contract which they saw the miners accepted as a compliance with the demand. The words used, therefore, must be held to possess that meaning which on the one side was proffered, as it were, and on the other side accepted as proffered.



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INSPECTOR OF COAL-MINES.

The decision or award, therefore, is that the term "double-shifted entries, twenty-five cents per yard extra," used in the contract of 1900, mean twenty-five cents per yard extra for working double or together in entries.

Topeka, Kan., December 3, 1901.

FRANK DOSTER, *Arbitrator*.



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.... Fleming Coal Company.....	Parsons	6	Dan Ryan.....	Tarek	Friseo.....	Shaft.	Steam.
.... Ben Price.....	Scammon	1	Ben Price.....	Scammon	None	Horse.
.... L. S. Myers & Son.....	Weir City	1	D. Myers.....	Weir City .....	..	Strip pits.	..
.... M. C. Guy Coal Company.....	Scammon			Scammon .....	..	..	..
.... Cummings & Norton.....	Weir City			Weir City .....	..	..	..
.... John Clemons & Son.....	..			..	..	..	..
.... James Stone.....	Scammon			Scammon .....	..	..	..
.... Jenkins Coal Company.....	Weir City			Weir City .....	..	..	..
.... Archie Olin.....	..			..	..	..	..
.... Barrett & Hayden.....	..			..	..	..	..
.... John McKillop.....	..			..	..	..	..
.... Other strip pits (estimated).....	..			..	..	..	..
Totals and averages.....							

BIENNIAL REPORT.



COAL PRODUCTION IN CHEROKEE COUNTY, 1902.

Office No.	Name of operator.	Post-office address.	Number of mine.	Name of pit boss.	Location of mine.	Railroad connections.	Kind of opening.	Kind of power used.
1	C. C. C. C.	Weir City.	7	Wm. Murry	1 mile north of Scammon.	Frisco	Shaft.	Steam.
2	"	Scammon and K. G. Mo.	11	"	1/4 mile southwest of Weir City.	"	"	"
3	"	"	16	J. G. White	2 miles southwest of Scammon.	"	"	"
4	"	"	18	Thos. Scott	2 " west of Weir City.	"	"	"
5	J. R. Crowe Coal Company.	Weir City and K. G. Mo.	1	Fred Green	Stippville.	"	"	"
6	"	"	2	E. Shaw (Corey).	1 1/4 miles west of Weir City.	"	"	"
7	"	"	3	Richard Luke	2 " " "	"	"	"
8	"	"	7	T. Barrett	2 " " "	"	"	"
9	"	"	8	Fred Green	2 1/2 " south of Scammon.	"	"	"
10	"	"	10	"	2 " " "	"	"	"
11	J. H. Durkee Coal Company.	"	1	Dan Miller	Weir City	"	"	"
12	Hamilton Coal Company.	"	1	John McGee	"	"	"	"
13	"	"	2	S. Hamilton	1 1/4 miles northwest of Weir City.	"	"	"
14	"	"	3	T. Barrett	4 " " "	"	"	"
15	W. H. Barrett Coal Company.	"	1	Jas. Duffy	Weir City	"	"	"
16	"	"	4	H. Walsh	"	"	"	"
17	"	"	3	A. Braidwood	"	"	"	"
18	Interstate Coal Company.	Scammon	4	Nathan Paterson	1 mile south of Scammon.	"	"	"
19	Mackie Fuel Company.	"	A	John Martin	2 miles northwest of Scammon.	Mo. Pac.	"	"
20	John Jenkins	Weir City	5	J. H. Jenkins	Weir City	Frisco	"	"
21	Pullen & Sons	Scammon	1	J. Pullen	Scammon	Mo. Pac.	"	Horse.
22	Eastern Coal and Coke Company	Cokedale	1	Jas. Ewart	Cokedale	None	"	Steam.
23	Edwards Coal Company.	Columbus	1	John McGregor	3/4 mile southwest of Turck.	"	"	"
24	Fidelity Land and Imp. Company.	Stone City	1	John Dorman	Stone City	M. K. & T.	"	"
25	"	"	2	M. Wagner	"	"	"	"
26	S. W. Development Company	Mineral City	6	Joe Lafayette	1/4 mile west of Mineral.	"	"	"
27	"	"	7	Jack Ryan	1 1/2 miles east of Mineral.	"	"	"
28	"	"	8	W. T. Maylin	1 mile west of Mineral.	"	"	"
29	J. S. Hiles	Scammon	1	R. A. Gilerist	Scammon	None	"	"
30	Cherokee Coal Company.	Cherokee	1	"	Cherokee	Frisco	"	"
	Larson Bros	Weir City	1	L. A. Larson	Weir City	"	"	"
	Earl & McGregor	Stippville	1	E. McGregor	Stippville	None	"	"
	Columbus Coal Company.	Columbus	3	John Charlton	1 mile southwest of Turck.	Frisco	"	"
	Robinson	Stippville	1	J. Robinson	Stippville	"	"	"
	Meyers Coal Company	Mineral	1	Joe Humbell	1 mile south of Mineral.	M. K. & T.	"	Horse.
	Southern Coal and Merc. Company.	Scammon	5	John Maxwell	1/2 mile south of Scammon.	Frisco	"	Steam.
	Wm. French, lessee	Weir City	23 1/2	Wm. French	Weir City	"	"	"
	Fleming Coal Company.	Parsons	4	W. S. Green	4 miles north of Columbus	M. K. & T.	"	"
	"	"	5	Ed. Humphrie	4 1/4 miles north of Columbus.	"	"	"

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INSPECTOR OF COAL-MINES.



BIENNIAL REPORT.

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FATAL ACCIDENTS IN 1902.

No.	Date.	NAME.	Age.	Married.	Number of mine and name of company.
1..	Jan. 6	Martin Pernot	36	Yes.	Mount Carmel Coal Co. No. 6.
2..	Feb. 22	E. M. Barcroft	23	"	Pittsburg & Midway Coal Co. No. 4.
3..	Mar. 1	Anton Llamo	33	No.	Kansas State Mine.
4..	" 1	Thomas Blatts	45	Yes.	Hamilton Coal and Mining Co.
5..	" 1	James Blatts	25	"	"
6..	May 1	Bensi Recorda	35	No.	Mount Carmel No. 5.
7..	" 14	Teort Sewart	22	"	Pittsburg & Midway No. 4.
8..	" 29	Edward Keegan	40	"	Waconda Oil and Mining Co.
9..	" 28	John Lane	23	"	Norton Coal Co., of Scammon Mine No. 1.
10..	June 21	Alexander Bruce	50	Yes.	J. R. Crowe Coal Co. No. 2.
11..	" 27	Chas. E. Carsna	60	"	S. W. Development Co. No. 6.
12..	July 1	Joe Vidago	25	No.	C. C. C. mine No. 15.
13..	" 16	Wm. Pool	30	Yes.	Custom mine of his own, in Chautauqua county.
14..	Aug. —	Lemel Sweet	16	No.	Columbus Coal Co. No. 3.
15..	" 12	Andrew Ferlin	16	"	Southwestern Coal and Devel't Co. No. 6.
16..	" 13	C. M. Hollis	26	Yes.	Atehison Coal Co., mine No. 1.
17..	" 18	Bert Wilson	26	No.	La Bell Coal Co. No. 1.
18..	" 28	H. Frisbin	21	"	Norton Coal Co., of Scammon.
19..	Sept. 3	Elix Larson	21	Yes.	Larson Bros. shaft.
20..	" 3	Perry Larson	40	No.	"
21..	" 22	Arthur Burch	20	"	Wear Coal Co. No. 5.
22..	Oct. 16	Henry Hannan	30	Yes.	Southwestern Coal and Mercantile Co., of Scammon.
23..	Nov. 8	R. E. Barham	34	"	C. C. C. mine 25.
24..	" 25	John Mathews	20	No.	J. R. Crowe Coal Co. No. 3.
25..	Dec. 10	Jacob Shell	21	.....	J. R. Crowe No. 2.
26..	" 12	Joe Short, jr.	21	No.	Pittsburg & Midway No. 5.
27..	" 13	James Newman	23	"	C. C. C. No. 7.
28..	" 13	James Dunille	23	.....	C. C. C. No. 6.
29..	" 27	Craig Ritter	22	Yes.	Fidelity Land and Improvem't Co. No. 1.
30..	Oct. 3	Casper Jaueric	30	"	Hamilton No. 1.



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FATAL ACCIDENTS IN 1901.					
Date.	NAME.	Occupation.	Cause of death.	Mine where accident occurred.	County.
Oct. 15..	Chas. Deeming.....		Caught bet. cage and side shaft.	Southwestern Coal and Improvement Company No. 6.....	Cherokee.
Aug. 13..	Francis Ryan.....	Miner.....	Fall of rock.....	" " " " " " No. 6.....	"
June 24..	D. W. Johnson.....	"	Fall of rock.....	" " " " " " No. 6.....	"
Feb. 25..	Henry Deneve.....	Shot-firer.....	Killed by shot.....	" " " " " " No. 8.....	"
Aug. 15..	Anton Adamale.....	Miner.....	Fall of slate.....	" " " " " " No. 7.....	"
Oct. 29..	Howard Harris.....	Shot-firer.....	Struck with coal from shot.....	" " " " " " No. 7.....	"
Feb. 8..	Jose Buzard.....	Cager.....	Caught by cage.....	Fidelity Land and Improvement Company No. 2.....	"
July 15..	Otto Guinn.....	Cheek picker.....	Fell into shaft.....	The Mackie Fuel Company No. 9.....	"
Sept. 5..	S. W. Merriam.....	Shot-firer.....	Unknown.....	Wear Coal Company No. 5.....	Crawford.
" 11..	Armer Abrassart.....	Cager.....	Piece of coal fell down shaft.....	Balen-Darnell Coal Company No. 1.....	"
Mar. ---.	Tom Dyball.....	Miner.....	Fall of rock.....	Pittsburg Coal and Coke Company No. 3.....	"

NON-FATAL ACCIDENTS IN 1901.					
Date.	NAME.	Occupation.	Cause of accident.	Mine where accident occurred.	County. No. days lost.
Aug. 21..	Wm. Fields.....	Painter.....	Fell from stairway.....	Western Coal and Mining Company No. 10.....	Crawford. 90
Dec. 2..	Jno. C. Henley.....	Miner.....	Fall of slate.....	" " " " " " No. 10.....	" 120
Aug. 27..	Leon Brushishena.....	Timberman.....	Premature explosion of shot.....	Chapman Coal Company.....	" 10
Sept. 26..	Bert Boyd.....	Shot-firer.....	Premature explosion of shot.....	Pittsburg and Midway Coal and Mining Company No. 5.....	" 18
Mar. 26..	Bert Baert.....	Miner.....	Fall of slate.....	" " " " " " No. 5.....	" 24
" 26..	Joe Beghardo.....	"	Fall of coal.....	" " " " " " No. 4.....	" 270
Aug. ---.	Dan Roberts.....	"	Fall of slate.....	" " " " " " No. 4.....	" 24
" ---.	A. Sunly.....	"	Fall of slate.....	Wear Coal Company No. 5.....	"
Jan. 24..	J. Sipes.....	Pusher.....	Caught between cars.....	A. Bell.....	" 4
July 17..	Geo. Perkins.....	Miner.....	Fall of rock.....	La Bell Coal Company.....	" 41
Jan. 10..	Jno. Terpin.....	"	Fall of slate.....	Weir Junction Coal Company.....	" 40
Aug. 13..	G. F. Gugsley.....	Cager.....	Cage descended upon him.....	Hamilton & Grant Coal Company No. 1.....	Cherokee. 90
Mar. 1..	E. C. Sloan.....	Miner.....	Fall of slate.....	Southwestern Coal and Improvement Company No. 8.....	"
Aug. 8..	Jas. Pullen.....	Dumper.....	Fell down shaft.....	J. H. Durkee Coal Company No. 5.....	"
				Pullen Sons & Holman.....	" 210

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INSPECTOR OF COAL MINES.



REPORT

OF THE

INSPECTOR OF COAL-MINES,

STATE OF KANSAS,

FROM

JANUARY 1, 1903, TO JUNE 30, 1904.

TOPEKA, KAN.
GEO. A. CLARK, STATE PRINTER.
1905.





LETTER OF TRANSMITTAL.

Hon. W. J. Bailey, Governor:

SIR—In compliance with the law relating to mines and mining, I herewith tender you report of the coal-mine inspector of the state of Kansas for term beginning January 1, 1903, and ending June 30, 1904.

Most respectfully yours,

James A. Orr

State Secretary of Mine Industries.



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-

Proceedings of the Sixth Annual Convention of the State Association of Miners.

State inspector of coal mines reports

INTRODUCTION.

IN assuming the duties of this office, I did it realizing that a great deal of responsibility devolved upon me, along with the incessant labors connected therewith; that every effort must be put forth on my part to assure those who had reposed in me the necessary confidence to elect me to this office that their confidence had not been misplaced.

After taking possession of the office effects, February 24, 1904, I found that the report for 1903 had not been compiled, and that very little data for this report was in the office. I at once began to collect the necessary data to make such report, and issued blank reports to all the companies which had not the necessary reports in this office. A great many of the companies objected to make such reports to me, as they claimed that they had made their regular quarterly reports to the former inspector. However, by repeated request from this office, I received a goodly amount of data from the companies who had objected to making the second report. This was done along with the regular duties of this office, not being aware of the fact that the law regarding the publication of the report from this department had been changed from the calendar year ending December 31 to the fiscal year ending June 30. Shortly after the close of the fiscal year the printer advised me that the report of this office was due, which I had not yet begun to compile, and thinking there was some mistake in this matter I conferred with the attorney-general, whose opinion will accompany this report.

MARCH 29, 1904.

James A. Orr, Secretary, Weir, Kan.:

DEAR SIR—Your letter of the 26th inst. has been received and noted. Section 6609, General Statutes of 1901, provides, among other things, that the report of the state secretary of mining industries shall be made biennially, in the even-numbered years, and shall contain the information and matter required by law for the full period since the last report.

I notice that the legislature of 1903 appropriated \$1000 for 1904 and \$1000 for 1905 for expenses for the state secretary of mine industries, for money actually paid out. I take it that this fund may be used for any necessary and lawful purpose connected with the proper and efficient performance of the duties of the office.

Yours, truly, C. C. COLEMAN, *Attorney-general.*

AUGUST 25, 1904.

Hon. James A. Orr, Secretary of Mine Industries, Weir, Kan.:

DEAR SIR—Your favor of August 10, addressed to me, and also a subsequent letter upon the same subject, were duly received. The law is considerably complicated upon the question of the publication of the report of your department.



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INSPECTOR OF COAL-MINES.

Under the original law creating your department, section 4136, General Statutes of 1901, it was required that the report be made to the governor on the 1st day of February in each year. This was in 1883. Subsequently, and in 1898, under statutes which were amended in 1901, it was provided that "the annual report of said secretary of mine industries shall be published as the reports of other state officers." Under section 6609 it was provided that instead of annual reports you should make biennial reports, in the even-numbered years. The other state officers, under section 7324, are required to make their reports to the governor on or before the 1st day of September preceding the biennial sessions of the legislature. The inference would seem to be that your report, being required to be made and published as the reports of other state officers, should also be made as of September 1, in the even-numbered years. Of course, if you should make a report now up to that time, it would cover the period only from the close of your predecessor's last report. Upon the whole, I am of the opinion that that is the meaning of the law, and that your report should be as of September 1. There will doubtless be plenty of time within which you can compile your report, and it may be published under that date as soon as practicable.

I have sent to the state printer a copy of this letter, and have suggested that you be allowed sufficient latitude to furnish your copy without undue haste.

Yours very truly, C. C. COLEMAN, *Attorney-general.*

I immediately began to compile said report, which I herewith submit.

COAL PRODUCTION.

Kansas produced, in 1903, 5,540,657 tons of coal, being an increase of 310,224 tons over the year 1902, and employed 9972 men and boys, being an increase of 657 employees over 1902. In the same year there were 36 fatal accidents, being an increase of 6 over 1902. There were, in 1903, 97 non-fatal accidents, being an increase of 28 over 1902. There was one fatal accident for every .277 men employed, and one fatal accident for every 153,907 tons of coal produced. There were 23 fatal accidents to miners by falls of rock and 2 by drowning. Seven were shot-firers, one a driver, and five were other employees, such as top men, sinkers, and day men.

The total production for Kansas from January 1 to June 30, 1904, was 2,732,499 tons, with 10,347 employees, which showed a decrease in production from the previous year and an increase in the number of employees by 375. In the same period there were 16 fatal accidents and 50 non-fatal accidents, being one fatal accident for every 646 $\frac{1}{8}$ persons employed, and one for every 170,780 tons produced. Nine of these were miners, five were shot-firers, one a driver, and one a day man.

The above ton is computed as the short, of 2000 pounds, and is taken from the different companies as given by them, and in some instances the reports are not correct, in my opinion, as the comparisons with one another is so great and apparently unreasonable, as will be seen by comparing the earnings of the different companies and mines.



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To arrive at a comparative equivalent for yardage and other dead work and other expenses than powder, I took the same figures as were used in the previous reports, namely, adding ten cents per ton to the mining price for yardage and five cents per ton to the powder, for Cherokee and Crawford counties; and adding eight cents per ton to the mining price and three cents per ton to the powder in Leavenworth and Osage counties.

RECOMMENDATIONS.

1. I would recommend that a law be enacted compelling all companies to drive three main entries parallel with each other, with no greater pillars between them than is necessary for the proper maintenance of the roof and the mine in general, and that all cross-entries be driven double; that is, two entries be driven parallel to each other, with no greater width of pillar between them than is necessary for the proper maintenance of the roof and the general good of the mine.
2. I would recommend that a law be enacted to prohibit any company or person from allowing any person to work in advance of forty feet from the last cross-cut or air-course, and to be punishable by a fine or imprisonment for such violation of said act.
3. I would recommend that a law should be enacted that when and where the mine inspector, after making a thorough inspection of a mine or portion of a mine, finds it unhealthy or unsafe for men to work therein, that he be given the power to close such mine or portion of the same until it is, in his judgment, made healthy and safe for men to work therein, which, I think, would be an incentive for operators to keep their mines in the best possible condition at all times.
4. A law should be enacted compelling all companies to have escape-shafts made and connected to the main shaft at not more than six months from the time the main shaft reaches the coal, and at no time should more than ten men be allowed to enter the mine on any one shift until such escape-shaft is completed.
5. A law should be enacted compelling all shots in the mines to be fired by electricity from the top of the mine.
6. A law should be enacted compelling all mine managers, superintendents, mine bosses, fire bosses, engineers and mine inspectors to pass an examination pertaining to the position they desire, before being permitted to hold such positions as specified above.
7. A law should be enacted compelling all men desiring employment in the mines to have at least two years' practical experience along with some practical and experienced miner of at least five years in the mines before given a place to work in alone and have charge of such place.



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8. A law should be enacted to redistrict the state of Kansas into four mine-inspector districts, with a mine inspector in each district, to have full power in such district to gather all statistics pertaining to his district, and make report to the governor, and have full authority in said district as to compelling the enforcement of the mining laws.

While some of these recommendations may meet with considerable opposition from the side of the operator, who is in the mining business for the quickest and largest returns for his capital, thoughtless or careless of the future condition of the mine or employees, in making the above recommendations I do it fully realizing that they are practical and are to the best interests of all concerned in mines and mining, as they will be a better assurance to the man's health and life whose lot it is to be one of the great fuel-producers of the state, inasmuch as the atmosphere in the mine could be maintained much purer and in greater volumes, diluting and sweeping all noxious and foul gases out of the mine; and the protection to life and limb in deep mines would be much greater, as at the present time hundreds of men are in mines where the law grants them five years to construct an escape-shaft, where, in case the top buildings should burn down or any serious accident to the shaft should occur, those men would perish without either a fighting chance for their lives or the least hope of being rescued until death had been their victor.

Again, the inexperienced man will be compelled to complete his apprenticeship under one who has had the necessary experience to fully realize the importance of his position and the jeopardy connected with it, and educate his student to the same realization, etc.

As to the shot-firing recommendation, no sane or reasonable, thinking man will oppose the method, as it will be a preservation to life and limb, and an economic method of firing shots in many ways, viz.: (1) Cost of firing shot; (2) the destruction to property will be decreased; (3) litigation will also be decreased; (4) and time lost repairing, etc., after explosion.

It would be useless for me to go on to explain the benefits of all the recommendations in this report, as all who are engaged in mining, either as operator or a miner, will readily see the benefits of such laws if they were enacted.

JAMES A. ORR.



CONDITION OF COAL-MINES.

ATCHISON COUNTY.

Report of Atchison county for the year 1903 to June 30, 1904:

The Atchison Coal Company's mine is two miles south of Atchison, on the Missouri Pacific railroad. It was sunk by Mr. Charles Pullen to the depth of 1065 feet, when it struck lots of water. On June 9, 1904, the company secured the services of Mr. J. E. Carr, who was former superintendent of the old Leavenworth mine for a number of years, and struck the Atchison coal on August 27, 1904; and was three years and seven months in sinking it. The exact depth is not known, but it is safe in saying 1190 feet. Size of shaft is 7 feet 4 inches by 15 feet 4 inches, and is timbered with 4-inch lumber. Size of buntons, 6x8 inches. This coal is 38 inches thick, and has a sand-rock bottom, and about 12 inches of dross slate. Above that is 2 feet 10 inches of sand rock. It has a pair of Litchfield engines, 350 horsepower, 10-foot drum, three Urie boilers, has an air-compressor, and has one machine working driving 12-foot entries; and when this mine gets developed Atchison county will be a great coal-producing county.

A new mine was opened within the last year, 1903, two and one-half miles south of Atchison, operated by Mulholland & Scott. It is a drift 60 feet in, and has put out 275 tons of coal up to April 1, 1904, which was abandoned on the above date.

The W. T. Donald mine, operated by Thomas Beattie, two and one-half miles south of Atchison, on the Missouri Pacific railway, was abandoned on the 8th of March, 1903.

ABRAHAM WALKER, *Deputy.*

CHEROKEE COUNTY.

General report of the condition of the mines in Cherokee county for 1903:

Cherokee county is at present the second largest producing county in the state, producing, in 1902, 1,573,791 tons of coal, and employing 2589 men. This county is rapidly being developed as a coal-field. Large mines are being developed at present on land which a few years back was considered as worthless as far as coal was concerned. In this county there have been and are at present under construction seventeen new mines, of which a large number bid fair to be large



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producers. There have also been about six abandoned mines in the county.

There were 15 fatal accidents in the year 1903, and 36 non-fatal accidents, being a decrease in fatal accidents from 1902, but an increase in non-fatal accidents.

Mine No. 3 of the J. R. Crowe Coal Company, located two and one-half miles west of Weir, is connected to the Frisco railroad, and is a large-producing mine, employing a large number of men. It has two openings, properly equipped, ventilated with a fan usually working as a blow-fan, and producing 26,823 cubic feet per minute. It is worked by the single-entry plan, and is usually in such a condition as would be expected from such a system. A number of men are always ahead of the air farther than should be. There is no law making it an offense to have men working ahead of the air, and as notice of fifteen days must be given in each particular case to make such improvements as are necessary, when such time has expired somewhere else is in the same condition, and no law is violated unless injunction is granted, and violated. The mine boss has usually endeavored to make such improvements and repairs as I would suggest, as far as his power would allow, and a great deal of work has been done in the manner of cleaning out and retimbering and making new air-courses this year, which has kept the mine nearly in a workable condition. R. Luke, pit boss.

Mine No. 2 of J. R. Crowe Coal Company, located one and one-half miles west of Weir, is connected to the Frisco railroad. This was one of the oldest mines in the county, having two openings, also connected to mine No. 11 of the Central Coal and Coke Company, and was worked by the single-entry system, and in very poor condition; and required continued efforts and persuasion by me to keep the mine in such condition as would allow men to work, and then not to my satisfaction. This mine was ventilated by a fan producing 11,259 cubic feet per minute. The water from No. 11, Central Coal and Coke Company, came in on them so heavy and poisonous that they were unable to pump it, and were compelled to abandon the mine in June, 1903. Ernest Shaw, pit boss.

Mine No. 7 of the J. R. Crowe Coal Company is located three miles northwest of Weir and connected to the Frisco railroad. This mine is very faulty, only employing a few men. It is equipped with two openings, worked by the single-entry system, ventilated by a fan working usually as a blower, producing 11,574 cubic feet per minute, and fairly well conducted, considering the system adopted. John Mallams, pit boss.