

ON THIS DAY IN WEST VIRGINIA HISTORY SEPTEMBER 4



Miners turning in their weapons following the Battle of Blair Mountain

The Battle of Blair Mountain, the culmination of the largest armed insurrection in the United States since the Civil War, ended on September 4, 1921.

CSO: SS.8.24

Investigate the Document: (*William Blizzard Collection, Ms97-24*)

1. The correspondence specifically states that \$600.00 from the local burial fund was to be used to purchase *what*?
2. Using the correspondence as a guide, what role did Harold W. Houston serve during the West Virginia Mine Wars?
3. After reading over the Labor Contract, a.k.a. “Yellow Dog Contract,” how would you define its purpose?

Think Critically: The Battle of Blair Mountain was a pyrrhic victory for the coal companies who were trying to prevent the southern coalfields from being unionized. Why was it a such a setback to the unions in the short-term? When did their fortunes begin to turn?

HAROLD W. HOUSTON
ATTORNEY AT LAW
KANAWHA NATIONAL BANK BUILDING
CHARLESTON, W. VA.



August 9th., 1921.

Mr. Everett Early,
Secretary Burial Fund,
Local Union 2887, U.M.W. of A.,
Blair, West Va.

My dear Everett:-

It is of the utmost importance that this matter be brought to the attention of your local officials at once.

My information is that you have a considerable sum in the local burial fund. I would suggest that you appropriate at least \$600.00 at once. You, and the others on the inside, will, of course, understand that it is to be used for the purchase of necessary equipment for the Mingo enterprise. It must not fail this time. The boys need guns, etc. Act at once. You can trust the bearer of this note. Destroy it as soon as read.

Fraternally yours,

H. W. Houston

West Virginia State Archives

Labor Contract

THIS CONTRACT, Made and entered into this _____ day of _____, 192____, between

_____ Company, a corporation, party of the first part, and _____

_____, party of the second part,

WITNESSETH, That

WHEREAS, the said party of the first part is the owner and operator of coal mines and coal mining plants, and tenement houses in connection therewith, and incident thereto, and as part thereof, for the use of its employees and as incidental to their employment and service, and for the better performance of the employment and service, and is engaged in the business of mining coal, and selling and shipping the coal so mined by it in interstate trade and commerce, and

WHEREAS, it is the policy and purpose of the said party of the first part to operate its said mines and plants as non-union mines and plants, independently of, without recognition of, and without any contractual or other relation with, any labor union, organization or association, under contracts with its employees, accepting, approving and adopting such policy and purpose as a condition of employment; and

WHEREAS, the said party of the second part is informed and aware of the matters and things hereinbefore set forth and recited, and of said policy and purpose of said party of the first part hereinbefore set forth and recited, and accepts, approves and adopts said policy, purpose, matters and things, and is desirous of being employed by and working for said party of the first part in compliance with and subject to said policy and purpose, and upon the terms, provisions and conditions hereinbefore and hereinafter stated;

NOW, THEREFORE, FURTHER WITNESSETH: That the said parties of the first and second parts, in consideration of the premises and of the covenants, provisions, conditions and promises herein stated, have mutually agreed together as follows:

The said party of the first part agrees that so long as the relation of employer and employee exists between the parties hereto, it will not knowingly employ any member of the United Mine Workers of America, the I. W. W., or any other labor union, organization or association;

The said party of the second part covenants that he is not a member of the United Mine Workers of America, the I. W. W., or any other labor union, organization or association, and agrees that while employed by the said party of the first part he will not become a member of, or connected or affiliated with, or aid, assist or encourage in any way, the United Mine Workers of America, the I. W. W., or any other labor union, organization or association, and further agrees that while in the employment of the said party of the first part, he will not make any effort to unionize, or attempt to unionize, the mines of the said party of the first part, or to persuade or to induce, or attempt to persuade or induce, any of the employees of said party of the first part to join the United Mine Workers of America, the I. W. W., or any other labor union, organization or association.

This contract is to continue in force until terminated as hereinafter provided.

Either party to this contract may terminate this contract at any time for cause, and may terminate the same without cause by giving two days' notice to the other party; and the said party of the second part further agrees that if, and when, such employment is terminated, he will not then or thereafter in any manner molest, annoy or interfere with the business of the said party of the first part and will not encourage, aid or assist any one else in so doing, and will immediately surrender possession of any such tenement house which may be occupied by him.

WITNESS the following signatures and seals the day and year first above written.

By _____ Company,

WITNESSES:

Employee.