

REPORT OF PROCEEDINGS OF THE CONFERENCE.

fill a page of foolscap, all of which was restrictive in its application; the men could not do this and the men could not do that, and there was a clause at the bottom to this effect, that the ship had to be brought back to Britain and the master had a perfect right, if the vessel called anywhere on the Continent between the Elbe and Brest, the master had the option of getting the crew to discharge the cargo. That, to my mind, is unfair and unjust; there is not the slightest doubt about it, and I would like the Board of Trade officials to get copies of these Articles and examine them for themselves, and then express their opinion as to whether they think the clauses on the Articles are fair or otherwise. The difficulty, as I said before, that we meet with, both in Australia and New Zealand, in trying to get some of these contracts interpreted by the magistrate is very great, and as I said before, there is not, perhaps, sufficient seriousness attached to the thing to take it to the Higher Courts, where we could, perhaps, get the law interpreted in connection with the matter. But the magistrates, as a rule, simply take the clauses on the Articles as a portion of the contract, and they are very often enforced, and what I would like to point out is—whether it was good or bad law, I do not know—that some years ago in Australia, during a somewhat serious industrial trouble that was pending there at the time, the question of the clauses of ship's Articles came up for decision before a full Court—I am not sure whether it was in Sydney or Melbourne, but I think in Sydney—but a full Court on that occasion ruled it was illegal for a shipowner to put any clauses whatever on the Articles except to recite the nature of the voyage that such ship was going to make; whether that was good or bad law, I do not know; at any rate, I throw the suggestion out for what it is worth believing that the men are at a disadvantage, and I throw the suggestion out for the consideration of the Board of Trade officials, and I trust that some decision will be come to whereby the privileges of the men will be as fully considered as those of the shipowners.

MR. HAVELOCK WILSON: I hope my friend Mr. Belcher will not think that I am in opposition to him just for the sake of being in opposition. I had rather be in perfect agreement with him on all points if I could. Anyhow, it is a good thing to see that the representatives of one class can disagree on points, and certainly it is an honest difference of opinion, and, what is more, it is a matter of having to work the thing from a different side. Now I want to say to my friend Mr. Belcher this: I do not want my occupation to be gone. I foresee that if the Board of Trade are going to do all these things for the sailors and firemen there will be absolutely no necessity for a Sailors' and Firemen's Union, and certainly there will be no necessity for the President of that Union, and I am very much concerned about that. Well now, Mr. Belcher has said with truth that there are a good many clauses in the articles of agreement that make the conditions very slavish indeed, but I would like to point out to Mr. Belcher—and we have talked this matter over privately, I might say—that it is immaterial what clauses the shipowners put into the articles of agreement. If they are contrary to the law, they are no good. Take, for instance, the clause of 14 days for every day they are absent without leave. Well, I do not care if they put that in; they can put it 50 days if they like. All that we need to do is that when any of our members are affected by that clause under the new regulations of the Board of Trade, the seamen's representative has the right to go to the ship's offices to represent the man, and he goes in and calls the superintendent's attention to the fact that they are deducting 14 days' pay when the law only allows them to deduct two, and of course in every case it is reduced to the two days' pay. Well now, I do not see what advantage it is to the shipowner to put that in. Then, with reference to the final port of discharge. There has been a controversy in this country on that point, and we are now awaiting the decision of the House of Lords as to what is the final port of discharge, so that the shipowner may not put in any port he likes. Eventually the law will decide which is the final port of discharge. So that, so far as I am concerned, and of course representing the views of the people on this side, we do not make any strong point on this. We certainly think it is foolish on the part of the shipowner to put clauses in the articles of agreement that are not in accordance with the law, because then, if the case comes up, and the seaman discovers that the owners have no power to

enforce that law, it weakens, in my opinion, the position of the shipowner. It certainly must weaken that position if they put in the articles of agreement that a man who is absent without leave is liable to be fined 14 days' pay, and then afterwards the seamen find they cannot be fined anything of the kind—that weakens the position of the shipowner. And it is just the same with almost every other class of agreement. If it is contrary to law it cannot stand, and it is certainly to the advantage of the spirit of the Union to be called in to settle those points. So that the shipowner, when he puts in a clause like that, is helping the Union the whole of the time. I would like to impress that on my friend Mr. Belcher, that the shipowners are rather helping us in that direction, when they put in a lot of clauses that they cannot support. They are advertising the influence of the Union, so that personally I do not object, and I think we are able to take care of ourselves in the Law Courts. We have demonstrated over and over again in this country that when it comes to the Law Courts we can take our stand, and fight a good battle, so that I do not see that much advantage would be gained by us. I am sure my friend will pardon us taking this view.

THE CHAIRMAN: Before the debate goes on, I should like to say just a word about the next meeting. I do not know how late you propose sitting, but I have an appointment at ten minutes past four, and must leave shortly.

HON. DUGALD THOMSON: I think it would be better if we could clear the business on the paper to-night.

THE CHAIRMAN: I am afraid you cannot. There are Sir William Lyne's motions, which will take some time.

HON. DUGALD THOMSON: Sir William Lyne's are simply recommendations—except one—of the Royal Commission, but he has failed in his notices of motion to limit the application as the Royal Commission did.

THE CHAIRMAN: That in itself shows it is a debatable proposition, but I can quite see we had better keep clear of merits if we can. I am sure this will take time.

SIR WILLIAM LYNE: I am quite sure two or three will, unless you are prepared to accept them.

THE CHAIRMAN: We have already debated some of them. I am afraid you are behindhand, Sir William. Let us arrange to resume Monday week, and then you can go on sitting now.

SIR WILLIAM LYNE: Before you do that I want to ask a question. The most important notice of motion that has been given has been given by your delegation, and that is in reference to the treaty rights, and I wanted to ask a question with regard to it. It seems to me the wording is a little bit involved, if I may be allowed to say so, for I cannot quite clearly make out what is intended. Is it intended to ask the Colonial legislators to make a reservation in any of their Merchant Shipping legislation that all treaties that are entered into and exist, or may exist, by the Imperial Government shall have full effect so far as our legislation is concerned?

MR. LLEWELLYN SMITH: No.

SIR WILLIAM LYNE: Or is it that you propose that your treaties shall not clash with our legislation?

MR. LLEWELLYN SMITH: Not quite either, Sir William; the proposal merely is—

HON. W. M. HUGHES: I think if we are going to discuss this at all—this is a big question and you cannot answer—

SIR WILLIAM LYNE: Excuse me, it can be answered, so far as I want, in two minutes. If it is intended to override our legislation I have amendments I am going to make, but I'd like to know that before we come to it, or whether it is intended only to allow us to exempt ourselves from your treaties?