

30. *Hon. Mr. Millar.*] You want it to be left to the union to say whether the man shall work or not?—No, we do not say that.

31. If there is a deadlock between the members of the committee the man cannot work?—That is so; a deadlock ensues and the man goes somewhere else. As you are aware, in some places throughout New Zealand the police officer in charge of the district is made Factory Inspector. Under this clause it would be left to him to issue a permit to an under-rate worker.

32. It is left in no one's hands now?—However, we say, speaking on behalf of our federation, that this clause would deal unfairly with us, and we ask that the Committee shall not take away the advantage we have got by our Arbitration Court award. Section 54 we agree with. Section 55 we think should be struck out. We do not think it is right to give the power of extension of time as stated in this clause. For instance, we will say that a recommendation is made by the Board which becomes binding. I take it that under this clause the employers could apply to the Court to have the time extended when that should come into force and therefore keep the whole thing in abeyance.

33. That clause is for the purpose of preventing the Court throwing out a case owing to some technicality. We have a case where, after the parties waiting six months, it was thrown out on some technicality, and that clause provides that the Court shall go straight on?—If that is so, in all probability my federation would have no objection to it. We want the cases to be settled at once without the delays which have taken place in the past.

34. That is the meaning of the clause. In the case of a mere informality the Arbitration Court makes an order extending the time within which the thing may be done or validating the thing so informally done. It is to prevent a case being thrown out of Court because of some informality?—If that is so we have no objection to it. We were under the impression that it gave power to the Court where a Board might have given a recommendation to extend the time when it should come into operation and cause delay and unrest.

35. You know yourself of cases that have been thrown out of Court on account of some informality, and where the Court had no option but to throw the case out?—That is so, and if that is the intention we do not wish to do anything that would block the Government in getting a more speedy settlement of disputes. Section 56, providing that awards shall prevail over contracts, we agree with. Section 57, dealing with the "needs wage," we disagree with, also with the "exertion wage."

36. That is purely optional. The clause cannot be put into effect without both parties asking for it?—We are quite aware of that. We recommend that, instead of the needs wage and exertion wage provided in the Bill, a clause shall be inserted providing for a minimum wage of not less than 1s. 1½d. per hour to be paid to all adult male workers, and 9d. per hour for all female workers.

37. *Mr. Hardy.*] Would you not put in the maximum as well, so as to equalise matters?—I do not know that we would have a maximum. You can make a maximum of 1s. 8d. an hour if you like. We do not suggest anything as a maximum, but if the Committee likes to provide for a maximum to that extent we would not object. I have no instructions as to a maximum wage. We ask for a minimum wage to be given, and then we say the workers would be better off, the country would be better off, and the cry about the birth-rate decreasing would be the other way about. When men are living on such small remuneration as to be unable to keep their wives and families up to the ordinary standard of comfort you cannot expect them to keep their cradles full.

38. *The Chairman.*] You were speaking of clause 58?—Yes. "When an industrial dispute has been referred to the Court, the Court may, if it considers that for any reason an award ought not to be made in the matter of that dispute, refuse to make an order therein, and may, if it thinks fit, make an order directing any party to the reference to pay costs in respect thereof." Our chief objection to this clause is in reference to the parties paying costs in respect thereof. If an industrial dispute has been referred to the Court or Board it is referred under the constitutional method, and we think the parties have a perfect right to do so and should not be called upon to bear the brunt of the costs in that industrial dispute. Mr. Young may have more to say on that point than I.

39. You think that when a case reaches the Court it is sufficiently serious to be dealt with?—Yes. With regard to section 59, we agree with subsection (1), but subsections (2), (3), and (4) we disagree with for the reason that they refer to Councils of Conciliation.

40. *Hon. Mr. Millar.*] They are machinery clauses?—Yes, that is so. I need not say any more on that point. Section 60, with its subsections, we disagree with.

41. Dealing with experts sitting with the Court?—Yes. This is our argument: At the present time the Court has power to call in experts in connection with any dispute that may arise, and I do not know of any case where it has been taken advantage of. We think that power is all that is necessary. If the Court feels that it has a technical point to decide and would like some expert knowledge, then it is already provided for in the Act.

42. At the same time you want experts to sit with the Magistrate to say whether a breach has been committed?—I think that is a very important matter. That is a different position. I think the Minister is hardly fair to me and my federation.

43. You said you agreed with experts sitting with the Magistrate?—The Magistrate has no power to call in expert knowledge if he is in doubt on any technical point.

44. He has the power to refer the point to the Arbitration Court to get the Judge's decision before he gives his judgment?—That is so, but we think an expert could help the Magistrate on many technical points, and also help the Court. We think the present provision with regard to the Court is sufficient. I do not think there is anything further I wish to state, unless there are any questions the Committee would like me to answer.