59. What are the anomalies that you know of?—Anomalies with respect to the technicalities and legal form you have to go through in filing references, and the delays that occur, more especially in reference to enforcement of awards. It is a very difficult matter to retain your witnesses and to get the matter properly threshed out.

60. Do you consider that the employers should be bound by an award of the Court?—If working under it, yes.

61. A dispute takes place and an award of the Court is made: do you consider that an employer should be bound by an award of the Court?—The law as it stands at present is that a union has the right to go before the Court and ask that certain parties shall be put in as parties to any existing award.

62. Then, the dispute having been heard by the Court and an award made, do you consider that every employer who has been cited should be bound by the award?—Yes, undoubtedly.

63. Do you consider that any union which is a party to a dispute should be bound by the award of the Court?—Any union is bound.

64. And do you consider they should be?—Undoubtedly so under the existing law.

65. Then you are not in favour of strikes?—No; but I am certainly not in favour of legislation being brought down to prevent a man having the right to withhold his labour from the market.

66. Which means practically the strike?—Yes.

67. Then you are in favour of a union being bound by the award of the Court so long as it suits them?—No. Take the Auckland Tramways, for instance. The question in issue there had regard to matters outside the award of the Court altogether.

68. Was it not one of the purposes of the Arbitration Act that there should be no strikes in this Dominion?—That was not the intention of the original Act brought down by Mr. Reeves in 1904.

69. Do you not consider it should be part of the intention of the Act?—No, I do not approve of it at all, because it is an absolute impossibility to prevent strikes. That is my candid opinion. You can minimise the number of strikes, and go a long way towards alleviating the grievances under which men may be working; but, in my opinion, it is and will be an utter impossibility to prevent strikes.

70. Then, you consider that during the currency of an award members of a union are justified in striking over matters not provided for?—My candid opinion is that if a body of men are bound by an award they should not break that award while it is in existence. But there are, as I have already stated, times when things crop up that are entirely outside the scope of the award, and they find it necessary for self-preservation to protest, and strongly.

71. Would it not be better that there should be a reference to the Arbitration Court for the settlement of any question objected to by any union?—Taking a line from the Tramway-workers' case in Auckland, the union would not have had the slightest hope of getting any remedy for their grievances by going to the Court, because the whole thing was entirely outside the scope of the award.

72. But if both parties were agreed in referring the question in dispute to the Arbitration Court, why could it not be settled by the Arbitration Court as a special Court set up for the purpose?—In such an instance, if they agreed, certainly.

73. In the Auckland Tramways case the parties did agree, and the matter was heard by a special Court, and if it had been sent to the Arbitration Court they could have agreed in the same way?—The special Court dealt with the equity of the situation, and not from a legal standpoint.

74. Then, you consider that in any question in which a union is dissatisfied it would not be desirable to refer the matter for settlement to the Arbitration Court?—I entirely approve of setting up special Boards of Inquiry, because you are then getting away from legal technicalities.

75. Do you approve of references to the Arbitration Court at all?—I believe, if the employers and employees go into opposition and after a conference fail to agree, the matter should be dealt with by the Conciliation Board as constituted at present. All that is required to meet the situation in that respect is to give the Boards more power, and finality to their decisions.

76. You stated in reference to the needs and exertion wage, that you objected to the clause because it was considered that it would make a difference or distinction between married and single men: what part of the clause makes any reference to that?—When I mentioned that I stated that those opinions were derived from Dr. Findlay's speech at Wanganui. That was before this Bill was in circulation. I would like to say at this stage that we in Auckland did not have the opportunity of discussing the Bill, because it had not reached us.

77. Have you had an opportunity of discussing the Bill yourself?—On the way down only.

78. Then your Council had not seen the Bill prior to your leaving Auckland?—Prior to my leaving Auckland a committee was set up to go into it, and I understand that the secretary wired to the Department asking for some copies to be sent up as soon as possible. Last Wednesday the Council met and we were expecting our instructions down about it, but they wired to my colleague and I to the effect that they were holding over discussion on the Bill pending the decision of the Conference.

79. You have received no instructions with regard to the Bill from the Council?—No, but the Council were aware that this was one of the things that would be discussed by the Conference.

80. And you are voicing your own opinions, or the opinions expressed by the Conference, and not those of your Council?—I am indirectly; but I might say I am voicing directly the opinion of the Council.