

7. Can you give us any instance of the time that has elapsed between the initial filing of a dispute and the final decision arrived at in the same case?—I know that in my own instance in Greymouth over three years ago the shipping companies filed a dispute against us before the Court, which was unable to hear it. It would have come on, but, owing to the work the Court had to do, the case was put off for a considerable time. We did not object to that because we were satisfied with the agreement under which we were working, but if we had not been satisfied, or if both parties had desired a change, it would have been more serious.

8. How long was it delayed?—Fourteen months. It did not affect us injuriously.

9. Now with regard to breaches?—I filed a breach about twelve months ago and through some fault or other the Court had mislaid the papers, and was unable to hear the case until it returned again, making a delay of a period of about nine months before it was heard.

10. Would you say that was the fault of the Court?—It was the fault of the machinery, in that the Court was unable to get along quickly enough. If breaches were taken into the Magistrate's Court and dealt with immediately it would tend to eliminate a considerable amount of friction which exists.

11. Let us get at this one case you refer to: you filed the case of breach in proper time and proper form?—Yes.

12. It was set down for hearing at the next sitting of the Court when it should come round?—Yes.

13. The case was called on?—No. I heard through our representative on the Court that the papers had been mislaid. The case was not heard till the Court came round again several months later.

14. Touching the other breach case: was your case filed within the proper date?—I understand it was not. The Court fixes the date itself.

15. Is that date communicated to you as soon as the Clerk receives it?—I wrote to the Clerk of Awards, and he informed me that he accepted my application, but said he had to hear from the Judge, and that when he heard from the Judge the Judge would fix the date.

16. When the answer came, what was it?—That my application was late.

17. Then the date the Court fixed for hearing all disputes or breaches filed up to that date was prior to your case having been lodged?—Yes, but the Clerk of Awards made it clear to me that there was a probability of the Court not being able to take it. It might have been taken.

18. Then there was no certainty about it?—No.

19. And at the time you lodged the case you had no knowledge that you were too late?—It was the Labour Department that filed the breach of award, and when we came before the Court that case was not called on.

20. Can you tell us the time which elapsed between the filing of the case for breach and the sitting of the Court?—About nine months.

21. Do you mean to say that you filed a case for the hearing of the Court and that after nine months had passed the Court came round and told you that it had not been lodged in due form?—No. The form was right, but the application was too late. We got the breach filed within a few weeks of the sitting of the Court, but the Clerk wrote to us to say that he doubted whether there would be time to hear it, and that he expected notice at any moment that up to a certain date the Court would not be able to hear any more. The Clerk may get notice from the Judge on the 16th of the month to set down no cases for hearing after, say, the 4th of that month. If I filed a case on the 5th I should be too late, yet the Clerk was unable to definitely inform me whether I was late or not. I afterwards got word that the application was too late. The Court had evidently made all its fixtures ahead.

22. Are there any other points in the procedure of the Court which constitute anything in the nature of a grievance?—One of the grievances we pointed out was that breaches of award are sometimes thrown out on account of mere informalities. I remember bringing a dispute before the Labour Department in connection with the loading of the "Rosamond" at 2 o'clock on a Sunday morning.

23. Was that against the terms of the award, to work on a Sunday morning?—It was in this case, as the company would not pay the proper overtime rate, and by some error it was put down as "2 p.m."

24. At any rate, if it were 2 p.m., that would be Sunday work?—Yes. At any rate the company's lawyer raised the point that the "Rosamond" was out of port at 2 p.m., and the case was thrown out. I pointed out to the Court that the case should not be thrown out for a little thing like that, and the Judge said he would have been agreeable to amend the information if the other side had agreed to it.

25. Whose error was it in fixing the time at 2 p.m. instead of 2 a.m.?—It was the Labour Department's error in typing it out.

26. Was that breach ever heard?—No, we let it go at that.

27. Are there any other cases connected with the administration of the Act in which there has been undue delay?—I cannot call any to mind so far as we are concerned.

28. I think you said you would have the Inspectors deprived of their power to issue permits?—They have not the power now, but it is proposed to give them this power in this Bill. We are opposed to that.

29. What would you substitute?—Two representatives from the workers and two from the employers, a committee to sit round a table.

30. Would you have a chairman?—It would be better to have one.

31. Would you give the chairman a vote?—Yes.

32. Then he would hold the balance of power in that case?—Yes.