

of the said order become engaged in the said industry in the said district, and all such employers shall thereupon be deemed to be parties to the said agreement, and shall be bound thereby so long as it remains in force." You see the difference. Then the Court has power under the Act, as at present, to extend that award to other employers. You see where we are, and we submit that there must be that safeguarding provision always in connection with the conversion of industrial agreements into awards. Unless you have that provision, those employing labour might conceivably be ruined, and that was the reason why the proviso regarding the employment of the majority of the workers was put into clause 67.

2. The Bill eliminates that provision!—Yes. The Trades Council ask that the words from the word "thereby" in line 19 to the word "agreement" in line 21 be deleted, and that all the words after "award" in line 23 be deleted. The result of the proposals of the Trades and Labour Council would be to make it compulsory on the Court to make an industrial agreement that might be entered into into an award. Now, I understand that complaint is made that the Arbitration Court refuses, practically without reason, to make industrial agreements into awards, and that is the justification claimed for this clause.

3. Does the Arbitration Court reopen the whole question?—Yes, frequently. The effect of the Trades Council proposal would be that the Court would be absolutely compelled to make an award even although overwhelming proof was given in evidence that it was against the public good, and even though the Court should exceed its jurisdiction, and that award could be attacked because the Court had exceeded its jurisdiction. Now, the Arbitration Act has not hitherto compelled the Court to do either one or other of these things; and our New Zealand Arbitration Court, as distinguished from the Australian Courts, has never been attacked for exceeding its jurisdiction, and I think you can add fairly that the reason it has never been attacked is because it has never exceeded its jurisdiction. It is essential that the Court should have power, if in the opinion of the Court it would be against the public good, to refuse to make an agreement into an award binding on other parties. I have just had advice from the South that an industrial agreement has been sent back to the parties for alteration, and the reason for the Court sending it back is that the preference clause is calculated to make a close corporation of the unions. The union, if it liked, could charge £5, £10, £15, or £20 for admission instead of the ordinary 5s. Surely it is essential in a case like that, and in many other cases that could be mentioned, that the Court should have this power. Now, what we suggest in connection with clause 3 is that section 67 of the Amendment Act should be amended by providing, besides the necessity regarding the majority of workers, that the Court on application shall make the agreement into an award, unless in the opinion of the Court such agreement is against the public good, or the making of the award is beyond the jurisdiction of the Court, and that only after inquiry that those who may be fairly expected to be affected by the award have had due notice. With regard to sections 4 and 5 of the Bill, I have to say that we desire simplification in the procedure for securing Dominion awards; but I am sorry to say that, instead of making the procedure more simple, the provisions of the Bill will make it more cumbersome and less effective and more expensive than is the case under present conditions.

4. *Mr. Luke.*] You are not in favour of the principle?—Yes, and will make a suggestion before I finish. The scheme is that where there is an industrial association comprising industrial unions in more than one industrial district it may make application to a Conciliation Commissioner in order to get a Dominion award, that Commissioner to have power to exercise his jurisdiction over the districts in which it is proposed the award shall apply. Provision is made that each of the Clerks in the other districts shall be supplied with a copy of notifications, recommendations, and other documents; and it further provides that the Commissioner may at any time during the hearing of the dispute increase the number of assessors to be appointed to represent each side to six on each side. We may take it for granted that in practically every Dominion dispute there are to be six on each side. Now, under these provisions all that would be necessary for an industrial council to do would be to cite a few employers, say, in Wellington. The Commissioner would be compelled to set up the Council, and all that the other employers would know of it would be what might appear in the public Press, or what might be conveyed to them by those interested. Then, in connection with the hearing, it is quite conceivable that we could have three Dominion disputes being considered at one time by the three different Commissioners—three Courts of thirteen men each careering up and down the country at the country's expense; and our view of the thing is that we shall probably see a good many of these extended picnics. When the recommendations are made, all that is required by these provisions is that a single copy of the recommendations should be sent to the Clerk of Awards in each of the industrial districts in which it is proposed the award shall apply. The individual employers are not to be provided with these recommendations, and in many cases it is quite conceivable that they would not know at all what was going on. I assume that it is proposed to make the decision binding on all the employers in the industry affected in each of the industrial districts in connection with which these claims are made. We have to take section 5 in conjunction with section 4, which provides that the Court may, "on the application of any party to an award, extend the award so as to join and bind as parties thereto all trade-unions, industrial unions, industrial associations, and employers in New Zealand who are connected with or engaged in the same industry as that to which the award applies"; with the proviso that "the Court shall not act under this section unless it is satisfied that the conditions of employment or of trade are such as make it equitable to do so." I want to point out here that, after all this machinery has to be observed, and after an extended picnic of, say, four or six months, there is no provision made in the Bill to carry that dispute on to the Court, because the provisions of the Act applying to ordinary Conciliation Councils do not apply to these Conciliation Councils. Speaking as one who has had very considerable experience in connection with Arbitration Court work, and in dealing with conferences which may be called Dominion conferences, I am perfectly satisfied that the provisions as set forth here