there are the names of 2,284 employers. I venture to say—and I know something about that which I am speaking of—not one-fourth of those employers are seriously affected by the award; and yet it is asked that we should agree to the award that the 75 per cent. of employers who are seriously affected, and who will not take the trouble to send in notice of disagreement, shall be deemed to concur in the recommendation. You see how impossible it is. Why, there are hundreds of employers in this list that we could not get at. And so you will see that this proposal is impracticable. It is unfair, and it would be a cruel thing to impose that condition. Then, let me explain to you how a dispute like this is conducted. I represented the employers both before the Conciliation Board and Arbitration Court in connection with the Wellington shearers' dispute and the other district disputes. This is one of the disputes in which a Dominion award has been secured, and it finally boiled itself down to this: that evidence was called in Wellington from all over the Dominion, and the Arbitration Court made its award on the Wellington award. There were a number of conferences. If our suggestion is adopted, the conferences between the parties would be open, and in a great many of them the Conciliation Commissioner would be asked to take the chair. But, despite the fact that there are over two thousand employers, the whole of the proceedings were carried through by a committee of about ten gentlemen and myself. These were appointed by the different farmers' organizations throughout the district. They had the particulars, and were able to put the case and claims after that. We submit this: that if notice of disagreement is given by any one whomsoever within one month, the case should go right on to the Arbitration Court; any other provision than that is impracticable. I have shown you an extreme case—I admit that—but take the labourers' award: there is a great number of employers attached to it, a considerable portion of them not employing any considerable number of labourers. What we suggest, then, is that subsection (2) of clause 6 should be deleted. Then you would have the provision that a month's notice must be given, and subsection (3) would then provide that if within the time no notice had been filed the recommendation should begin to operate. There is just the difficulty about its beginning to operate as an industrial agreement. As a federation we are opposed to industrial agreements, and personally I will undertake to ride through any industrial agreement that is on the award books. These agreements are only in operation so long as they are against the employers.

5. Are they of no good to the unions?—Only to this extent, when the employers honourably observe them. I have gone through most of the agreements and will undertake to ride through any one of them. You may put it that it will operate as an industrial agreement, but the machinery of the Act will prevent that coming into force. It would not do to say that an industrial agreement would operate in the same manner as an award, because you must have the oversight of the Court to see that none of the provisions should be against the public good. I do not know that there is any harm in having it as it is, because we could always have it sent on to the Court. Although we think there is a weakness there, we are prepared to accept clause 6 if subsection (2) is put out. Subsection (4) of clause 6 says, "If any party to the dispute duly signifies his disagreement to the recommendation, the dispute shall be referred by the Clerk to the Court for settlement, and thereupon the dispute shall be before the Court." We ask that the words after the word "Court" in the second line should be deleted, and for this reason: Supposing the recommendation of the Conciliation Council goes in and there is notification of disagreement. In accordance with the Act the Court hears the dispute and is satisfied that the recommendations require alteration and desires to alter them. Under the clause as printed the Court has no power to alter these recommendations; its only power is to incorporate the terms of the recommendations in an award. I judge that this suggestion is in the interests of the workers quite as much as in the interests of the employers. As far as my experience goes, I have not had a section of employers that has objected to the recommendations of the Conciliation Council, but I have had two unions that have objected to them, and if this clause had been in force—in each case they got an alteration—all that the unions could have got would have been the recommendations they were objecting to. Subsection (5) appears to us to be absolutely unnecessary, and, being unnecessary, we think it should not be in the Bill. Section 81 of the consolidated Act makes all necessary provision to give the Court power to throw anything out; it says, "The Court shall in all matters before it have full and exclusive jurisdiction to determine the same in such manner in all respects as in equity and good conscience it thinks fit." We think subsection (5) should not be in, because when you have a similar provision in that way there is always the danger of a turn in a sentence or a twist in a word causing one clause to clash with the other. I do not mean that we are complaining of that subsection, because there is nothing to object to; but we say that, as there is ample provision for that in section 81 of the consolidated Act, there is no necessity for it, and it should not go in. Section 8 of the Bill provides for the right of appeal from the Magistrate to the Arbitration Court. Now, this is a matter that requires close investigation by the Committee. The experience of not only employers, but I am sure also of the Labour Department officials, is that Magistrates' decisions in connection with breach-of-award cases are so varied, and at times so much against precedents laid down by the Arbitration Court and established by custom and practice, that it is a cruel shame that there should be any bar put upon appeal to the Arbitration Court—the only body that has a real practical working knowledge of these awards and industrial agreements. We have all along objected to these breach-of-award cases being taken by the Magistrates. We pointed out in the first instance, when it was proposed at first that we would have a Magistrate, say in Auckland, dismissing a case for an offence that another Magistrate in another centre might convict for and impose a fine of £5, £8, or £10, we would have Magistrates in one centre fining lightly for a serious offence and another in a different centre fining heavily for a similar offence. We do not as an employers' association want to shield those employers who endeavour to get the better of their workers and fellow-employers; we do not want to get them out of the consequences of their own acts when there is a bad breach; but where, as we have seen, a serious case of breach of award is met with a nominal fine of 5s., and at the same time in another centre a trivial breach met with