

—outside unions registered under the Act?—Yes. Well, my union has gone into this matter, and we are very much opposed to the whole of that part. To pass that Part of the Bill at this juncture is practically expressing approval of the present attitude of the strikers, inasmuch as the Government is saying that they will recognize people not bound by an award. The position seems to us to be that the Government must have some motive in passing this Part of the Bill, and it seems to us that if this Part of the Bill is put through it would be a very easy matter to repeal the rest of the Arbitration Act, because you would only need to drop out "This Part of this Act shall apply only to workers who are not for the time being bound by an award or industrial agreement." If that were left out, then this Part is a substitute for the whole of the Arbitration Act. We consider that if this Part VI were put into the Act itself to deal with all unions registered under the Act, then the Government would be giving a square deal to labour. I mean this: that if the right was given to a union to strike, and to make a strike lawful, provided the conditions of this Part VI were observed, then no strike would take place at all. The position at the present time is this: that under the Act itself neither the Prime Minister nor any of his Ministers are able to observe it. If we had taken the advice of the Minister of Customs we should have had a strike already in our trade. He advised us to strike, but being true arbitrationists we took no notice of his advice. The Prime Minister himself has also committed a breach of the Arbitration Act.

3. *Mr. Davey.*] Tell us how?—He did not exactly break it, but if he had been allowed to have his own way he would have.

4. You said he had committed a breach. What right have you to say that?—Well, he tried to interfere in connection with an award that is in operation at the present time. Section 110 provides a penalty for breach of award for any one interfering. He interfered.

5. Can you cite a case?—Yes. In the Auckland furniture case the workers were under an award providing for forty-seven hours at 1s. 3d. per hour. The awards for the furniture workers in the rest of the Dominion provided for forty-four hours per week at 1s. 4½d. per hour. The Auckland workers were likely to go out on strike; the Prime Minister was interviewed on the matter, and he offered to do all he could to try and get for us the conditions we were after. He went so far as to arrange to be present and preside at a conference for the purpose, and he did all he could to bring about the terms we wanted, and that was a breach of the Act.

6. *Mr. Clark.*] Did you object to him doing that?—No. I say that Part VI should be put in the main Act, as the above shows that the Act as at present constituted is not a fair thing. For instance, take the matter that the Minister of Customs is connected with, where he advised us to strike. We had trouble over pyridine in methylated spirits. At the present time the employers are allowed to use methylated spirits with pyridine in. The Minister of Customs did not seem to know what powers he had, and when we asked him to cancel the regulation with regard to pyridine he said he had not the power, but advised us to refuse to use the stuff. A strike is a combination to compel the employers to agree to certain terms; the employers may force us, and if we refused to use that now that is a strike. We would then be liable for a strike if Part VI is not put into the Act. If a Committee was allowed to be set up to inquire into the matter, and notification was given that the workers intended to strike, I guarantee no strike would ever take place. The only reason that a strike takes place under the Arbitration Act is where the employers refuse to meet us, as they did in Auckland. We asked them to a conference and they refused, because they think when a union is bound by an award it practically makes serfs and slaves of them if they do not carry out the award. A reason why we object to Part VI is this: that if the employers like to enter into private agreements with the workers that is their own funeral—they should take their own means of enforcing it; but the Government should not give them a helping hand to carry out the agreements.

7. Should not the Government assist the workers in carrying out an agreement?—If the employers enter into a private agreement it is not right for the Government to assist either side.

8. You said "the employers" just now?—I meant both. It surely applies to both if I object to private agreements. If the two parties are prepared to enter into a private agreement, that is their funeral how it is going to be carried out, and this legislation should not be brought down by the Government to assist either party in carrying out a private agreement. If this Part VI is put into the main Act to deal with all unions, then I am satisfied that a great number that are outside the Act at the present time would be only too pleased to come under the Act. As I stated, the workers are practically bound body and soul to agree to any conditions that the employers impose upon them, and that makes the unions stand outside the Act. Another point in regard to persons not bound by agreement: I am not summing up Judge Sim as being biased—I am an out-and-out arbitrationist, but I would like to point out that he has summed himself up. I have here the award in connection with the furniture dispute in Canterbury, and when you read that you will see exactly what the Arbitration Court is used for. I am going to show that, apart from the people who voluntarily register under the Arbitration Act, there is also a body of people who are forced by the Arbitration Court to be outside, because when they apply for an award Judge Sim refuses to give it to them. The Court puts a memorandum to the Canterbury Furniture Trade award as follows: "In the Wellington Furniture Trade award (Book of Awards, Vol. xii, p. 939) the Court, on the application of some of the employers, struck out picture-framers from the scope of the award, and in the definition of upholsterers' work limited the laying of carpets and linoleums to new carpets and linoleums. The employers in Christchurch have agreed, apparently, to the inclusion of these in the present award, and they accordingly have been included. It is desirable, however, to point out that in the opinion of the Court the effect of this Bill will be to deprive all the employers bound by the award of the bulk of this work. The work of framing pictures and relaying old carpets and linoleums will pass into the hands of persons in a small way of business who can do the work themselves without having to employ any labour." I may tell you that there was one employer only who applied to the Court