4. It is not intended to cover the Arbitration Court?—It is dealing with those outside the Arbitration Court, but this does not entail the registration of the union.

5. The Clerk of Awards means the Arbitration Court only, according to you?—No, it means the provisions of the Arbitration Act; and our experience is that the Magistrate has the deciding of nearly ninety-nine cases out of a hundred for breaches of awards.

6. We are trying to deal with the men who will not come under the Arbitration Court awards?—You are dealing with a very small section of men who are trading upon other men whom they persuade not to come under the Arbitration Court.

7. The crux of the clause is, "Any person who commits a breach of such agreement shall be liable in the same manner and in the same cases as if he had committed a breach of an industrial agreement?—As far as industrial appeals go the only tribunal that should be recognized is the Arbitration Court.

8. The idea is not to touch the Arbitration Court if we can avoid it: if we can get the men in under the Arbitration Court law later on all the better?—If you go in for all the machinery provided in Part VI, and you get an agreement between the parties, I do not see any serious trouble. It is registering the agreement and not the union. Section 154 as it is is, in our opinion, a credit to whoever was responsible for it. Our big trouble in connection with the waterside workers' dispute is that there has been no one to decide between us. The union officials come along and say you have to do this or that, and fifty times during the currency of an agreement we had either to face a strike or give way. I am quite right in saying that if clause 154, with compulsory registration of the awards, is not adopted we do not want this other thing.

9. I want to have them come under the Arbitration Court as an individual, but I do not know whether we shall effect that end?—Why should we not say they should come under the Arbitration Court?

10. Because they will not?—The employers have no say in the matter at all then. It is compulsory upon employers to be dragged under the provisions of the Arbitration Act, and if the employers say "We will not be dragged into the Arbitration Court" are you going to say they shall not?

11. They did a few years ago?—No, they did not.

12. My idea is to bring them under some Court which will settle industrial troubles?—That goes as far as to say that by the operation of the law an industrial Court has been set up which, after all, is only an appeal Court, and because a certain section say "We do not believe in that sort of thing" you are going to set up another tribunal. Then, in another couple of years' time there is a noisy section who say, "We do not like the Arbitration Court—we do not like this tribunal which has been set up, so give us another tribunal." Where are you going to end? That will be the result of it. We agree to subclauses (1) and (2) of clause 154 with the alteration I have mentioned, but we say that subclauses (3), (4), and (5) are probably unnecessary. You could get over it by making one short clause and saying that these agreements shall be subject to the provisions of industrial agreements or the enforcement of industrial agreements. We have gone into the matter, and we are not quite sure with all the wording there that that will be the effect of it. We are afraid there is a loophole there, and we do not wish it to be so. We wish it to be said that these agreements shall be subject to all the provisions of the principal Act with regard to industrial agreements. It shows that is the intention of the clause.

13. *Mr. Rowley.*] You would want clause 4?—Yes, you would want to embody that.

14. Take out clauses 3 and 5 and substitute clause 4?—Yes. We have reduced our representations to those few I have made in the hope that we are assisting the Committee in its deliberations, but we do say definitely that unless section 154 is altered as I have suggested by substituting the word "shall" for "may" the whole of the other largely goes for nothing. The reason for asking that that word "may" be altered to "shall" is that it is essential that you should have a registered agreement, and registered in the way suggested there. If you do not have that you may get agreements made with the condition that they shall not be registered. That is exceedingly undesirable, and we say it should be altered.

15. *Mr. Davey.*] You seem to think that it is absolutely necessary when an agreement is arrived at under Part VI that it must be solidified by putting in clause 4?—It would be useless otherwise; and it is not guesswork—our experience of the last four or five years has taught us that. That is the reason for the fight we are engaged in now.

16. *The Chairman.*] Is it not the rule that all agreements are registered and filed in commercial life?—Yes. We are only asking what is the common law in connection with other agreements. If two parties make an agreement there is the law-court behind them.

17. You are liable to a fine if you do not register your agreements?—Yes.

18. *Mr. Clark.*] Do you want subclause (5)?—No, we think that subclauses (3) and (5) should go out, and just one simple clause put in saying that these agreements shall be subject to all the provisions of the principal Act. We want it made perfectly clear. We are afraid in the way it is done that there will be a chance of one party to the agreement getting out of it.

19. If subsection (5) were put in the Bill it would create trouble, I think?—Yes, that is the point.

20. The Court would have a right to order an agreement on its own account?—Yes. We think that that should not be so.

DANIEL MORIARTY examined. (No. 8.)

1. *The Chairman.*] Whom do you represent?—The Wellington Furniture Union.

2. We are only dealing with Part VI of the Industrial Conciliation and Arbitration Act, which provides for strikes and lockouts of persons not bound by awards or industrial agreements