166. But he would be entitled to get the difference between the rate of wages he had worked for and the proper rate?—Not where the man has compromised.

167. But it has been done already: a case has come before the Court where a man has been paid the difference for two years and nine months?—Of course, our case was a *bona fide* one; it occurred through lack of knowledge.

Hon. Mr. Millar: I am going to tell you then that your case has been wrongly handled, because an exactly similar case took place in Dannevirke, where a boy in a printing-office had been paid less wages than laid down by the award. The case went before the Arbitration Court, and the Court held that he had no recovery, but fined the employer for the breach of the award. After that the boy took his case before the Magistrate, and claimed the money as a common debt, and gained the case. It went to the Court of Appeal, and he gained it there. This shows that the law, as it stands at present, allows any person who has been paid under-wages to recover under the ordinary procedure of the Magistrate's Court.

Witness: But does not this clause 45 override that altogether? It says that no action shall be brought for recovery after three months.

168. *Hon. Mr. Millar.*] Yes, but you must read side by side with that the reason why. Take clause 48: "There shall be painted, printed, or affixed in legible characters, in some conspicuous place at or near the entrance of each factory, shop, or place to which an award applies, in such a position as to be readily read by the persons employed therein, a true copy of the award as to the lowest prices or rates of payment fixed by the award." That copy of the award being in every factory, there is no person working in that factory who cannot find out what the lowest rate is simply by looking at the copy of the award?—I will admit that I had overlooked that clause 48. I might say that sometimes these awards are couched in such ponderous legal language that it is a hard job for a worker to make them out.

169. The minimum wage is always stated there?—In our industry we have such a lot of classes of goods. The weaving statement alone contains so many different ways in which a thing can be read. It is complicated. If I put it in front of a lot of the weavers now there would be a good number who would not understand it.

170. You quite agree that the man who deliberately lays himself out to work for under-rate wages should not be protected?—No, he should not be protected.

171. Not for a couple of years?—No, certainly not.

172. If this clause were allowed to remain as a standing thing, but the Court given power to review it so as to cover such cases as you mention—that is, where the under-wages have been accepted in ignorance—I mean it being left to the Court to say whether the case should go on, would that suit you?—That should meet the position. We are prepared to accept that.

173. You do not object to clause 21, do you, giving power to make an industrial agreement outside of either Council or Court, and to file that so that it becomes an award?—There may be objection to that on the ground that an award or agreement may be entered into with the employers, as we have done at Kaiapoi, covering certain conditions and making certain rates of pay, and if this were made applicable to the industry as a whole, owing to the goods being interchangeable, it might be a serious disadvantage to the Petone people.

174. The section only applies to an industrial agreement?—But there is a clause in the Bill giving the Court power to make outsiders parties to an award.

175. That is at the option of the Court: it only applies to one district, and only takes effect when the agreement is binding on employers who employ a majority of the workers in the industry?—I cannot see any very great objection to that. Of course, registered bodies are the only bodies that can enter into an industrial agreement.

176. You believe in clause 47—you think a union ought to have the right to apply to the Court for the purpose of getting non-unionists to pay the same contribution as is paid by unionists?—I think that is within the bounds of practical politics. It is a thing that is within reach at the present time. Compulsory preference may come, but it is a long way off.

177. *Mr. Hardy.*] You spoke of the cost of living being greater now than it was: how do you explain that?—That is a thing that I do not altogether feel in a position to explain. I am not an expert on social and political economy.

178. Do you not know that some of the staple articles of food are tremendously reduced in price?—The reductions have not come my way, then.

179. What is the price of sugar now?—What is it—2½d.

180. From 2¼d. to 2½d.: it was 5d. not so long since?—Yes.

181. Take tea: what is the price of it now?—You can get it from 1s. 6d. up to 2s. and 5s. a pound.

182. You can get tea at 1s. 6d. a pound as good as it used to be at 3s.?—I am not an expert in tea. I really could not tell you about these things. My wife could tell you about them.

183. How about currants?—I could not answer as to these things.

184. Is it within your knowledge that currants are only half the price they used to be?—I really could not say.

185. Raisins, about half the price: do you know that?—I really could not say.

186. Sago, less than half the price?—It might be. What about house-rent?

187. I am coming to that: tapioca, half the price?—It is no good asking me. I could not tell you.

188. Is it within your knowledge that rice is half the price it used to be?—I really could not say.

189. Is it within your knowledge that corn-flour is half the price it used to be?—It may be.

190. Is it within your knowledge that drapery is a good deal cheaper than it used to be?—It needs to be.