and moulders have the key to the position. The slaughtermen met and practically got 18s. or £1 a week rise in their wages, which they would not have got from the Court. The employers, when asked why they allowed it, said it was because the men had the key to the position. I believe that we should have the old weapon left to us when we cannot get reasonable terms—the strike.

55. You want the machinery which provides against strikes so long as it suits you: when it does not suit you would like to throw it over?—I believe the Act was intended by the framer to prevent strikes, but I do not think it was intended to take privileges away from a body of men when they hold the position in their hands. I have seen figures which show that the gross profits are 92 per cent. in the Canterbury Meat Company, and the net profits are 42 per cent. I believe, if the slaughtermen had waited for the Arbitration Court to deal with their case they would have got a rise of 4s. or 5s. in their wages. They adopted another method, which I say they had every right to take, and got a rise of £1 a week.

56. If a union desires to strike it can keep out of the Arbitration Act altogether?—Registration is an old affair. The fact that there was unionism in the colony brought on the strike.

57. How much unionism was there in the colony before the Arbitration Act was passed?—I am not aware.

58. After the strike of 1890 the unions were snuffed out: the only unions left were those of the highly skilled trades?—I believe you if you say so.

59. Was it not the Arbitration Act that created unionism?—I do not think so.

60. Do you think it would be an advantage to unionism if the Arbitration Act were repealed?—No, but I say the Arbitration Act should only go so far, and that when men see that they can get a good price for their labour they should be allowed to use all methods to get it.

61. You are quite aware that the Industrial Council does not bind the union?—No; but I believe this, that where we have the same chance of calling evidence as we have before the Board we have a bigger chance of getting a better award from the Court. With the Council's award the Court will be adamant. It will be very hard to convince the Judge that what the men agree to will not be a fair thing, and the men will agree to anything if they have to go back to their employers to get a living.

62. The union is still there to refuse the whole of the recommendations of the Industrial Councils?—The union has the privilege of sending the case on to the Court, but the union will have a harder task to rebut an agreement than to rebut the recommendations of a Board if dissatisfied.

63. In what way is it different to the Conciliation Board?—It is different in ordinary justice and fairness. The Conciliation Board will give fair recommendations. I believe all the awards of the Conciliation Boards have been unanimous — the employers' representatives as well as the unions' representatives agreeing to them; but I believe there is too much danger of our own members on the Industrial Councils selling the union.

64. You mean to say that you are afraid of your own members selling the union?—Yes, for the reasons stated.

65. You said in your evidence that an individual can carry a case on to the Arbitration Court: is it not any union or association? An individual cannot be the party to a dispute—it must be the union or association?—Clause 20 says that no industrial union or industrial association shall make any application for the establishment of an Industrial Council, or for leave to appeal to the Court from an award of an Industrial Council until the proposed application has been approved by the members of the said union or association, but there will be such a thing as there being no employers' association in an industry and still there will be an employer. There is no provision for an employer not being a member of an association not being able to send a case on.

66. This Bill makes provision for an industrial agreement to cover every person, to meet cases like your own?—I am afraid of legal technicalities cropping up. It just says "industrial agreement."

67. When the Board gives its decision it is an industrial agreement, when the Court gives its award it is called an award?—In Court Mr. Skerrett said that an agreement had to be executed, which, I understand, meant that it had to be signed by all the parties, and we had not had our agreement signed. I am not talking against the clause, but we want it made mandatory. We want the word "shall" instead of "may," so as to be able to avoid any legal quibble.

DAVID MCLAREN examined. (No. 9.)

68. *The Chairman.*] What is your position?—I am secretary of the Wellington Wharf Labourers' Union, secretary of the New Zealand Waterside Workers' Federation, secretary of the Wellington Iron and Brass Moulders' Union, and secretary of the New Zealand Iron and Brass Moulders' Association.

69. Have you seen this Bill?—Yes.

70. Will you please tell us what you think of it?—I think, briefly, as regards the main features of the Bill, that it is destructive of the interests of the workers and trades-unionism in this country. At the same time there are technical clauses in the Bill which I agree with, and which those I represent agree with. First of all, I have been instructed by the Wellington Iron and Brass Moulders' Union to lay before your Committee a resolution that was passed at its last meeting, and to give evidence with reference to the decision of that trade in relation to the Bill. The resolution is as follows: "That this union rejects the proposals contained in the Industrial Conciliation and Arbitration Act Amendment Bill of 1907—(1) For abolishing the Boards and establishing Industrial Councils; (2) for enforcements by Magistrates without addition of assessors; (3) for compulsory contributing to unions; (4) for attachment of wages to pay fines; (5) for interference with internal management of unions; (6) for withdrawal of right to register