10. *Mr. Arnold.*] Can you tell us the date of the newspaper in which they appeared?—I will send the exact words to the Chairman.

11. *The Chairman.*] You will put them in?—Yes. [Extract from *Wanganui Herald* of 23rd July, 1908: Report of Trades and Labour Conference.—Mr. Park (Otago) held that the new Bill was turning Mr. Millar out of the House. "We are not," he added, "allowed to strike, but if we like to take the matter into our own hands we can force a lockout. We have only to agree to minimise the output, and where would the employers be then? It would be impossible to carry out the strike penalties."] Mr. Booth's remarks were not based on what was said by Mr. Park at that Conference or on anything that was said at that Conference. I asked him afterwards if he knew about Mr. Park's statement, and he said "No," he was just expressing what he felt could be done by the workers if they so desired. Further, in this connection I may say I was recently conducting a case for the employers before the Arbitration Court and got it from a witness on oath that the secretary of the union had gone round among the workers and told them not to hustle, as the award fixed their wages—the wages were not dependent upon the amount of work they did.

12. Can you give us the date of that incident?—I would rather not, Mr. Chairman, because it would probably cause a rumpus between the man and the union. I must ask you to take my statement for what it is worth. There was some question raised as to Mr. Booth's claim about the loyalty of the employers generally to the Arbitration Court award.

13. To the whole system?—Yes, that is so. With regard to the employers' loyalty to the Arbitration Court awards I would point out that, although the number of cases for breaches of the awards against employers is much larger than the number of cases brought against the employees, that is not to say that the employers are comparatively more disloyal to awards that the workers are. In many of the cases where employers are cited for breaches of these awards it means that workers have also been guilty of these breaches although they have not been cited. I do not mean to say they should have been cited, because I believe in cases where workers have laid themselves out to commit breaches and have been in collusion with employers, the Department has been just as ready to cite those employees as it was to cite the employers, and in many cases it has done so. The point I want to get at, however, is that if the cases against the employers were analysed it would be found in the great majority of instances that the breaches were due more to inadvertence, carelessness, and ignorance, than to an absolute desire to commit those breaches. The Federation has always strongly insisted upon employers being loyal to both the Arbitration Act and the Arbitration Court awards, and the instructions to the secretaries connected with the Federation from myself down are that we are not to protect the employer who lays himself out to commit breaches of an award, because, beyond all other reasons, we recognise that such employers are, so far as they do that sort of thing, taking a mean advantage of the fair employer. You yourself, Mr. Chairman, during Mr. Booth's evidence, referred to the permit system, and I judged from the tone of your remark that you were under the impression that the permit system was operative, as it was meant to be, and put into practical operation. I want to say that that is not the fact—that the permit system, as we know it at present, is to a large extent a dead-letter, and that by reason mainly of the opposition of the union officials to the granting of any permits. It is also due partly to the fact that the Chairmen of Conciliation Boards, to whom in some cases application has to be made for these permits, are not in such close touch with the employees and their work as it is necessary that those who grant these permits should be. The Federation is supporting strongly that Inspectors of Awards should have the power to issue these permits, because the Department's Inspectors are every day, and every hour of the day, practically coming into touch—and into close touch—with the workers and the work they are doing. In that way they get a knowledge of the capabilities and the limitations of workers, and we feel that they would give this system a chance that it has never had previously. They would consider the applications from all points of view, and we have sufficient faith in them, at any rate, to believe that they would give impartial decisions in connection with the applications. We do not want that the under-rate workers' clauses in the awards should be used unlimitedly, or that permits should be given promiscuously. That would operate just as hardly against the bulk of the employers as it would against the bulk of the workers. We do say, however, that these clauses were put into the awards to be made fair use of, and that has never been done. Turning now to the details of the Bill, I will just go through the items as I can, and I will place in your hands, when I have finished, this document which shows what the Federation requires, without explanation, so it is necessary I should give reasons for what the Federation is asking for. Section 3, subsection (1), dealing with "Strikes and Lockouts": The first line reads "In this Act the term 'strike' means," &c. If that is left as printed the question of what is a strike or what is not a strike will be limited to the definition set down in the clause. We ask, therefore, that the wording used in the New South Wales Industrial Disputes Act be inserted. We ask that the word "means" be deleted in line 15, and that after the word "strike" be inserted the words "(without limiting the nature of its meaning) includes." That would make the first line in this clause read, "In this Act the term 'strike' (without limiting the nature of its meaning) includes" so-and-so. We also ask that the same wording shall apply to lockouts, in section 4, where the same alteration is necessary. We ask for an addition to section 4, suggesting that it be subsection (*d*).

14. A new clause?—Yes, to this effect: "This section shall not apply in the case of any employer or employers finding it necessary to close his or their places of employment or any branch or branches of his or their business or businesses in consequence of a portion of his or their workers having gone out on strike." We think it is only fair to ask for some such protection as that to employers who may find themselves in difficulties when a strike has taken place. Section 5: You