a fine of £5 or £10, you will see our reason for objecting to Magistrates' decisions. But, realizing that we are compelled to go before the Magistrates in connection with these matters, we say, Give us a free right of appeal to the Arbitration Court beyond the Magistrate. We do not approve or agree that a Magistrate should take these cases, but evidently we have to submit, and while making our protest we say that we should have a free right of appeal to the Arbitration Court in all these cases. Many a case is a small thing in itself, but it may have, and such have had, far-reaching effects. To-day, in almost any case of importance, you can turn up the Magistrate's decision and get a different decision from the Court, mainly through the peculiar ideas and proclivities of the Magistrates.

6. *Mr. Glover.*] You can do the same with the Judges!—But the Judges are trained in the particular business in which they are engaged, and the Magistrates are not trained in connection with Arbitration awards. They do not like the work themselves, and naturally, if they are not taking an interest in them, their decisions are not so carefully thought out as they otherwise would be. But, whatever the cause and reason, there is the position, and I am perfectly satisfied that what we say would be backed by the experience of the departmental officials, and I believe, in some of the cases, by the representatives of the unions. This clause 8 of the Bill provides that where the amount of the claim is not less than £10 there shall be the right of appeal to the Arbitration Court against the Magistrate; but the amount of the claim has to be £10. What is to hinder the appellant in any action, be it an employer citing a union or an employee citing an employer, or be it the Labour Department prosecuting an employer or a union official prosecuting an employer, feeling that he has a good chance with the Magistrate, saying, "We will not claim £10 for fear of an appeal, so we will claim £5"? In such a case we have not the right of appeal. Is that a fair position to put us in? In very many cases the amount of the claim or the amount of the fine is not of very great importance—it is the decision that is the trouble; and we want, where we are satisfied that the decision is wrong, to be able to go to the Arbitration Court and ask that Court to say which is right and which is wrong. Then we shall get Arbitration Court precedents, and in that way we shall be able to bring the Magistrates into line as we cannot do at the present time. If we cannot get a free right of appeal, we do ask that the amount of the claim that we shall have the right of appeal against be reduced to £5—that is, that the word "ten" shall be altered to "five." Then, in line 25 it has been pointed out to us that there is just the fear that the Arbitration Court may not have the right to hear a case unless there is a provision put in to deal with the question of claims exceeding £50. There is some limitation in regard to it, but we ask that the matter should be looked into. It is suggested that after the words "Magistrate's Court" there should be some provision regarding claims exceeding £50. We want the Crown Law Office to look into it and see if that is right. Clause 9, I might say, has caused just a little amusement among our people. It says, "No award of the Court shall contain any provision that is inconsistent with any statute which makes special provision for any of the matters before the Court." We say that this clause is quite unnecessary, because if the Court made any provision inconsistent with any statute that provision would be *ultra vires*—and probably the whole award. Earlier I said that the New Zealand Arbitration Court had never been attacked for exceeding its jurisdiction, but if it went outside the law it would exceed its jurisdiction and could be attacked if it made provisions inconsistent with any statute, and those provisions would be *ultra vires*, and, as I say, we are pretty sure the whole of the award would fall to the ground. You therefore see how unnecessary is the clause, and we always object to unnecessary provisions being put in. With regard to section 10, I would point out to the Committee that that might, conceivably, be quite impracticable. I have information from Auckland to the effect that, although it is five months since the Court sat there, there has been a request sent by a number of workers' unions asking that the Court should not sit there on its present circuit.

7. *The Chairman.*] Why?—They are evidently not ready, in some way, to go on with their cases. Then, again, the Court may be engaged on some very important case. For instance, when the Blackball strike took place the Court and the country saw the necessity of its going right over to Blackball to fix the thing up. They were, fortunately, able to sit there. But suppose the time for the quarterly sitting had gone by, it would have been impracticable, say, in Christchurch, to take up the cases. Not so long ago the Court had to pass over its sittings in one of these places because there was no business to go on with. Then I ask, how it is proposed to compel compliance with this clause if the Arbitration Court makes a breach of the Act? Can any fine be imposed? We think the clause is impracticable, that it is not desirable, and that the matter must be left to the good sense of the Court itself. We approve of clause 11—at least, there is nothing in it that we take exception to, because many of the things in it do not affect us. But Mr. Reyling stated that the Trades and Labour Council objected to paragraph (*e*) of clause 11, which proposes, first, to amend section 107, subsection (2), of the Consolidated Act, which provides, "An industrial dispute shall not be referred for settlement to a Board by an industrial union or association, nor shall any application be made to the Court by any such union or association for the enforcement of any industrial agreement or award or order of the Court, unless and until the proposed reference or application has been approved by the members in manner following, that is to say—(*a*) In the case of an industrial union, by resolution passed at a special meeting of the union and confirmed by subsequent ballot of the members, a majority of the votes recorded being in favour thereof, the result of such ballot to be recorded on the minutes; and (*b*) In the case of an industrial association, by resolution passed at a special meeting of the members of the governing body of the association, and confirmed at special meetings of a majority of the unions represented by the association." We take it that the intention of that part of subsection (2) of section 107 which says that the reference of application must be approved by the members before these other things are done means that all must be approved by all the members. It will read now, "unless and until the proposed reference or application has been approved by