

such as the above, engaged in different branches of any industry, to register as separate unions. The general tendency of the registration of unions has been to amalgamate them in the different branches of industries within the respective districts, rather than in the direction of splitting the different unions up into smaller bodies; but I think in cases such as the above, where the interests of two sections of workers in one industry may at times be even opposed to one another, the question of their being registered separately under the Act should receive consideration.

Another case somewhat on all-fours with the Shipmasters' and Officers' dispute is that of the Merchants' Assistants' dispute, which has for some time been before the Wellington Conciliation Council. The Merchants' Assistants' Union comprises not only the assistants in the various classes of warehouses, but also all grades of workers from storemen up to departmental managers. In this case also the dispute has been split up into branches in order to facilitate the settlement of same.

*Liability of Unions to Claims by Workers for Damages, &c.*

There has been a number of claims by workers against industrial unions for damages on account of having been prevented by union officials from working through being "unfinancial."

In the case of *Flowers v. Wellington Wharf Labourers' Union* the plaintiff claimed that the union had prevented him from obtaining employment as a wharf labourer on the Wellington Wharf, and proceeded for a writ of mandamus commanding the union to recognize him as a member, and claimed the sum of £175 damages. His Honour Mr. Justice Cooper in his judgment stated: "I have upon the facts which I have stated come to the conclusion that the plaintiff has established a cause of action against the defendant union. He had ceased to be a member of the union before the award was made in April, 1908, and he was therefore, when the award came into operation, a non-unionist within the provisions of the preference clause, and was properly treated as such by the union. He was admitted a member of the union in May, 1908, and, although he made no written application for such admission, the necessity for such was waived by the union, for he was accepted as a member and treated as a member throughout that year and the year 1909. As he had from time to time tendered to the union the subscriptions becoming due, he has never since his admission to the union in 1908 been twelve months in arrear, and he is still a member of the union. In my opinion, he is also entitled to damages. The action of the union in refusing to recognize him as a member was wrongful, and, in warning employers not to employ him, was a breach of duty which it owed to him as a member, and has resulted in injury to the plaintiff sounding in damages. There will therefore be a judgment for the plaintiff for the sum of £50 damages, an order for the issue (if necessary) of a writ of mandamus, and judgment for costs on the lower scale, with an allowance of £7 17s. 6d. for the extra half-day over which the trial extended, and witnesses' expenses, and Court fees to be ascertained by the Registrar of this Court."

*Osborne v. the Greymouth Wharf Labourers*: In this case the plaintiff had been fined by the union for divulging the business of the union, and at his refusing to pay the fine inflicted was declared "unfinancial." On the 1st December, 1910, the plaintiff was, whilst standing with other men waiting for employment, selected by the Union Steamship Company's representative for work. His name was entered upon the book, and he was proceeding to work when the secretary of defendant union stepped forward and objected to the plaintiff's employment. The plaintiff asked on what grounds he was objected to; the secretary replied because he was "unfinancial." The plaintiff then asked since when he was "unfinancial"; the secretary replied, since the date he (the plaintiff) was fined £3. He was therefore prevented from doing the work he was engaged for. In giving judgment Mr. Justice Denniston stated: "In the present case there had, in my opinion, been established between the Union Steamship Company and the plaintiff a contractual relation of employer and employed. The plaintiff stood among others as an applicant for work, he was selected by the company's agent, and his name written down by him. But for the interference of the secretary the work for the day or shift would have been undertaken without anything further said or done. I think, therefore, that in this particular instance the union inflicted an actionable injury on the plaintiff. The result of the conclusions is that the plaintiff is entitled to recover from the defendant union only the damages he has sustained by being deprived of what he would have earned by the work on the day or on the shift for which he had actually been engaged. As the plaintiff has failed to establish the main grounds on which he brought his action, I do not think he is entitled to more than Magistrate's Court fees. Judgment for plaintiff for £1, with costs as in Magistrate's Court, including any witnesses called as to the claim on which he has succeeded."