Decisions of Interest.

Jurisdiction of Court of Arbitration—Waterside Workers.

The Waterside Workers' award provided that men employed on ships might, at the expiration of six hours' continuous employment in any one day, be ordered back for employment, at a later hour the same day, without payment for the intervening time. On a motion for prohibition or certiorari on the ground that this provision was *ultra vires*, the men not being in the employment of the employer during the period after the completion of the six hours, and before resumption, it was held (1) That the Supreme Court has power to issue a writ of prohibition or certiorari to the Court of Arbitration in cases where that Court has exceeded its jurisdiction; but (2) that in any case the above provision related to an industrial matter and was not *ultra vires*.

Payment of Wages for Anzac Day.

(1.) The Anzac Day Act provides that Anzac Day shall be observed throughout New Zealand in all respects as if it were a Sunday. The Northern, Taranaki, Wellington, Marlborough, Nelson, Westland, Canterbury, and Otago and Southland Typographers' award provides for a minimum weekly rate of pay, and that where a weekly wage is fixed by the award deductions shall be made only for time lost through the sickness or default of the worker. No payment of wages was made for Anzac Day. It was held, on appeal (upholding the decision of the Magistrate), that the hiring was a weekly one, and that the weekly wage must be paid in full without deduction for Anzac Day, there being no sickness or default.

(2.) The Northern, Taranaki, Wellington, Canterbury, and Otago and Southland Female Boot Operatives' award provided that the minimum wage should be "£2 5s. a week computed by the hour." It was held, on appeal (upholding the decision of the Magistrate), that these were not weekly workers, and that deduction for time lost on Anzac Day might accordingly be made, though no such deductions could be made for weekly workers.

Payment of Wages to Apprentices absent for Military Training.

In a case where the award provided that the employer should not be bound to pay an apprentice for time lost through sickness, or through the default of the apprentice, or by his voluntary absence from work with the consent of the employer, the Court of Arbitration decided that the employer was bound to pay the wages of an apprentice while absent at a compulsory-military-training camp, such absence not being sickness or default on the part of the apprentice.

Industrial Disturbances.

There were fifty industrial disturbances during the year, of which forty may be classed as unimportant or trivial, and one excusable. The following is a brief summary of the remaining nine disturbances:—

(1.) *Waterside Workers, Wellington.*—The Wellington Waterside Workers refused to work overtime on the s.s. "Mararoa" after 5 p.m. on a Saturday afternoon, and a new gang had to be obtained to complete the work. The men were bound by an award under the Industrial Conciliation and Arbitration Act. Proceedings were taken against the men concerned, and a penalty was imposed in each case.

(2.) *Gold-miners, Te Puke.*—The gold-miners at Te Puke (who were not bound by any award or industrial agreement under the Industrial Conciliation and Arbitration Act, and who would therefore be covered by the Labour Disputes Investigation Act) discontinued their employment for fourteen days as a protest against the reduction in the wages of shiftmen. It was finally decided that the existing rate should be continued until the 31st August, 1923, and that the question of making a reduction after that date should be submitted to a Conciliation Council. No proceedings were taken, as the dispute had been amicably settled, and as it was not clear that a breach of the Labour Disputes Investigation Act had been committed, a large number of the men apparently being contractors and not "workers" within the meaning of the Act.

(3.) *Coal-miners, Hikurangi.*—With a view to compelling their employers, when deciding to reduce staff, to adopt one of two systems in place of dismissing any particular men selected by the employers—viz., (1) to share the work amongst all the men, or (2) to "ballot" out the number of men not required—197 coal-miners at Hikurangi discontinued their employment. The matter in dispute was included in claims referred to a Conciliation Council under the Industrial Conciliation and Arbitration Act for a new award, and an agreement was arrived at, the union having previously withdrawn its demand with reference to the reduction of staff. The disturbance lasted thirty-four days. Proceedings were taken against the union and the men, and fines were imposed.

(4.) *Shipping, Auckland.*—The stokehold crew of the s.s. "Marama," numbering thirty-one, refused to work with a non-unionist, and on his removal then declined to sail with the master. The whole of the workers concerned were arrested by the police, and sentenced under the Shipping and Seamen Act to one month's imprisonment for wilfully disobeying the commands of the master, but were released after several days. In view of this prosecution it was decided to take no action under the Industrial Conciliation and Arbitration Act.

(5.) *Coal-mines, Westland.*—In August, 1923, the representatives of the Miners' Unions in Westland formed a new organization for the district, and asked the mine-owners to meet them in conference to discuss matters connected with conditions of employment in the various mines concerned. Although