

all farmers in the district; and (3) that there was no evidence of any general dissatisfaction among farm labourers regarding their wages and other conditions of employment. This decision is somewhat similar to that given in a former case in 1908 when application was made for a farm workers' award in Canterbury. Except in the case of shearers, threshing-millers, and others, there has been, for the reasons above mentioned, no award in existence fixing the conditions of employment of farm workers.

3. *Costs*.—On an application to add a motor company as a party to an award the Court of Arbitration held that the operations of the company were clearly outside the scope of the award. *Inter alia*, the Court stated that applications made without due consideration and inquiry might result in the applicant being penalized if expense was caused to the opposite party, and costs were in this case granted accordingly against the applicant union.

4. *Preference*.—Where a union has been granted preference subject to its rules allowing a worker to "remain a member of the union on payment of contributions not exceeding 1s. a week," it was held—(1) That while the ordinary subscription plus levies did not exceed 1s. a week, a provision for fines that might increase the total liability of a member above that sum had the effect of depriving the union of its right to preference, whether such fines were likely to be imposed or not; (2) that preference will not be granted to a union the rules of which provide for benefit schemes. (This latter decision follows on the decision of the Court of Appeal in the Ohinemuri Mines and Batteries Employees' case, wherein it was stated that the functions of an industrial union are limited by the Act under which it is registered and given statutory jurisdiction to obtaining conditions of employment in the industry or industries in connection with which it is formed.)—Carpenters and Joiners' award.

5. *Strike*.—A circular was issued to members of affiliated unions by the secretary and president of an industrial association instructing such members to refuse to perform certain duties that had hitherto been customarily performed, and the instruction was obeyed by the men concerned. It was held, on appeal, upholding the decision of the Magistrate—(1) That the refusal to carry out these duties amount to a partial discontinuance of employment; (2) that the men had acted in combination; (3) that the intention was to compel the employers to agree to relieve the workers of these duties, and that the men must be presumed to have intended the natural consequences of their action, which would be to cause loss and inconvenience to the employers, and that these facts constituted a "strike" within the meaning of the Act; also (4) that the officials could not be relieved from the consequences of an unlawful act merely by reason of the fact that they were acting as agents for the association. Penalties were accordingly imposed on the association and on the president and the secretary thereof for instigating a strike: *Federated Seamen's Union of New Zealand Industrial Association of Workers v. Slaughter*.

INDUSTRIAL DISTURBANCES.

There were in all 102 industrial disturbances during the year, of which seventy-two may be classed as unimportant or trivial. The following is a summary of the remaining thirty disturbances:—

Coal-miners.—During the year the several unions in this industry on the West Coast which had cancelled their registration under the Industrial Conciliation and Arbitration Act and thus brought themselves under the Labour Disputes Investigation Act entered into a private agreement with the coal-mine owners. Subsequently stoppages of work occurred in a considerable number of instances, and as the procedure for investigation of the disputes set out in this Act had not been followed before the stoppages occurred breaches of the Act took place. In the case of only two of the stoppages, however, were proceedings instituted.

Coal-miners, Stockton.—The management of the mine refused to pay a miner who was on piece-work the minimum shift-wages provided for in the coal-miners' agreement unless coal that had been hewn by him on the day in question but not taken over the weighbridge at the end of the day was credited to the management; 228 men thereupon ceased work. A week later the matter was referred to a disputes committee provided for in the agreement, which decided in favour of the management.

It was decided, in the circumstances, not to institute proceedings for the strike under the Labour Disputes Investigation Act.

Coal-miners, Nightcaps.—Thirteen miners demanded an increase in the tonnage rates for coal-hewing, and, on this being refused, ceased work. Subsequently the company granted the increase, a set-off being agreed upon on certain other items. As the men were bound by an award under the Industrial Conciliation and Arbitration Act proceedings were taken against them under the strike provisions of the Act, but were afterwards withdrawn. The disturbance lasted approximately a fortnight.

Coal-miners, Millerton.—380 miners ceased work through the mine-manager giving employment to a former employee of the company in preference to three other men who had made prior application. The worker over whom the dispute arose obtained work elsewhere, and work was resumed at the mine after a stoppage of eleven days. Action was taken under the Labour Disputes Investigation Act for striking.

Freezing-workers, Tokomaru Bay.—The management of the works refused to employ a member of the union on the grounds that he was an undesirable type of worker. The union alleged victimization, and eighty men ceased work. No settlement was effected, and the season came to a close about a month after the cessation of work. The men were bound by an award under the Industrial Conciliation and Arbitration Act, and a breach of the strike provisions of the Act took place, but no action was taken owing to the death of the principal witness.