

with non-members to perform the particular work required to be done, and are ready and willing to undertake it. (7.) That the last-preceding recommendation is not to interfere with the existing engagements of non-members, whose present employers may retain them in the same or other positions. (8.) When non-members are employed there shall be no distinction between members and non-members; both shall work together in harmony, and both shall work under the same conditions, and receive equal pay for equal work. (9.) That the foregoing recommendations be embodied in an industrial agreement to remain in force till the 31st December, 1898.

Dated this 26th day of January, 1898.

*Invercargill.*

*Tailors' Dispute* (before the Conciliation Board).—The matters in dispute were as to day's-wages men and apprentices, hours of labour, female labour, and the log adopted in Dunedin. The master tailors present or represented were Messrs. T. Millar, E. Norton, McDonald Brothers, F. Snowden, J. H. Geddes, A. R. Porter, Herbert Haynes and Co., Thomson and Beattie, Robert Tooley.

The demands of the Tailors' Union were as follows :—

(1.) That the number of apprentices be limited to one to four men pieceworkers, or a fraction of the first four. All apprentices to be indentured, and to serve for a term of five years. Each apprentice may have a trial of three months previous to being indentured. Should an employer under the rules be lawfully released from his obligation to the apprentice, it shall be allowed for the apprentice to make an arrangement with another employer, and the employer, having his full complement of apprentices, shall not be prevented from making such agreement. That the employer be allowed an apprentice every three years to four men, or fraction of four. (2.) That not more than one day-wage man be allowed to each shop; the day-wage man to have charge of the apprentices, and to have no other permanent assistants. (3.) Members of this union to have the pre-emptive right of employment. (4.) The minimum wage for day-wage men shall be £2 15s. per week. (5.) The hours of labour shall be forty-four hours a week—that is, eight hours a day for five days, and four hours on one day. (6.) Overtime shall be paid as follows: Day-wage men, time and a quarter up to 10 p.m., from 10 p.m. to 12 p.m. time and a half, and double time after 12 p.m.; pieceworkers, 3d. per hour extra up to 10 p.m., 6d. per hour from 10 p.m. to 12 p.m., and 1s. per hour after 12 p.m. (7.) The number of females not to exceed the males.

For the union, Mr. Wilson stated that the employers had notified him of their agreement to adopt the Dunedin log.

The Chairman of the Board then read the decision arrived at, as follows :—

In the matter of an industrial dispute between the Southland Trades and Labour Union and Thomas Millar and other master tailors of Invercargill. The Board of Conciliation, having heard the parties and the evidence adduced on both sides, doth hereby recommend :—

Conditions of labour: (1) The proportion of apprentices to journeymen to be as fixed by the award of the Arbitration Court in the dispute between the Dunedin Operative Tailors' Society and the master tailors in Dunedin, and clauses 1, 2, and 3 of that award to be adopted; (2) that the proportion of weekly-wage men to pieceworkers be as fixed by the said award, and clause 4 of that award to be adopted; (3) clauses 5, 6, and 7 of the said award, as to the employment of union men, to be adopted; (4) the minimum wage for wages-men to be £2 10s. per week; (5) the hours of labour to be forty-eight hours per week, the work to be done between the hours of 8 a.m. and 6 p.m. on five days of the week, and between 8 a.m. and 1 p.m. on the sixth day; (6) overtime to be paid as set forth in the reference; (7) the clause as to female labour to be struck out; (8) the log attached to the said award to be accepted by all parties; (9) an industrial agreement embodying these terms to be signed, and remain in force till the 31st December, 1898.

With respect to the employment of females, the Board did not feel justified in making any recommendation, as the tailors were not represented before the Board, and any recommendation on the subject might and probably would affect them.

With respect to the log, the Board thought that, as the matter was gone into fully in Dunedin, and as the conditions of labour are the same as in Invercargill, it would be undesirable to have a difference between the logs in Dunedin and Invercargill, especially as the whole question of the log may be reopened by the two unions at the end of the year, and as going into any question in connection with the machine-log might involve the reconsideration of the whole log.

FEBRUARY, 1898.

*Wellington.*

*Tailors' Dispute.*—In Chambers, at the Supreme Court, Mr. Justice Edwards gave his reserved judgment in the matter of a summons laid against Messrs. Veitch and Allan by the Wellington Tailors' Industrial Union, under the Industrial Conciliation and Arbitration Act.

The matters in controversy between the union and Messrs. Veitch and Allan are the proportion of apprentices to journeymen, and the rate at which the journeymen in the employ of the firm are charged for the machine-sewing in connection with pockets.

His Honour said this was a summons purporting to be issued under the provisions of the Act, calling upon Messrs. Veitch and Allan to show cause why they should not be ordered to pay a penalty of £500 to such public officer or to such person or persons as the Judge should direct, upon the ground that the respondents had been guilty of certain breaches of an industrial agreement entered into under the provisions of the Act. The alleged breaches were denied, and a preliminary objection was raised by the respondents that the Supreme Court had no jurisdiction to deal with the matter. The agreement in respect of which the proceeding was taken did not in itself contain any provision for penalties, and the proceeding was founded upon section 22 of the Act, which provided that every person bound by an industrial agreement who should commit or suffer a breach thereof should for every such breach be guilty of an offence against the Act, punishable by a penalty not exceeding such amount as should be fixed by such agreement, and, if no amount should be fixed, then not exceeding £500; and upon section 23, which provided that Part III. of the Act, with reference to the enforcement of awards, should apply to the enforcement of industrial agreements and of penalties thereunder. The respondents contended that the penalty sought to be recovered was not a penalty under the agreement within the meaning of section 23, but that it was a penalty imposed by the statute in respect of an offence against the statute, and was only recoverable by proceedings under the Justices of the Peace Act, as provided by section 89. In his opinion this contention must prevail. He thought the penalties under an industrial agreement, to come within the meaning of section 23, must be penalties which the agreement itself provided should be payable to some party to the agreement in respect of breaches of its conditions. Moneys payable in respect of such penalties would, as provided by section 81, belong to the persons to whom they were made