

payable by the agreement. Penalties imposed by the statute in respect of the offence created by the statute, and not by agreement of the parties as between themselves, stood upon a different footing. It appeared to be unquestionable that these might, by virtue of section 89, be recovered by proceedings under the Justices of the Peace Act, and when recovered they were to form part of the Consolidated Fund. He did not find it necessary to express any opinion as to whether or not an award under the statute might provide for penalties for breach of its provisions, or as to the difficulties which it had been suggested existed in enforcing the provisions of such an award. The summons must be dismissed, but, as the point was novel, and the contention of the statute was not free from difficulties, without costs.

*Bakers' Dispute* (before the Arbitration Court).—The recommendations of the Conciliation Board in November were not agreed to by two employers, Messrs. Tonks (Wellington Bread Company) and Isaacs.

It was stated that the sole cause of the present dispute was the hour of commencing work.

The President of the Court, in delivering the award, said he might shortly state that the award of the Court followed in most respects the line of the industrial agreement which was entered into between the Bakers' Union and the Master Bakers' Union. It differed from it in one or two particulars. It embodied a provision for those who were not competent to earn a minimum wage. It struck out the provision of the agreement that an employer shall not work in his bakehouse before 4 a.m., but it embodied a provision that no baker or workman shall commence work before 4 a.m. The other difference between the award and the agreement was that the award did not give a preferential right to unionists in the case of Messrs. Tonks and Isaacs. It simply provided that they shall not discriminate against unionists, and shall not do anything to injure the union. In making this provision the Court had followed the course it had hitherto adopted where shops had not previously been union shops, as neither Mr. Tonks's shop nor that of Mr. Isaacs had been. Mr. Isaacs was included in the award; but, so far as he (the President) understood, the award would not affect his operations, as he did not employ outside labour. However, if he did employ outside labour he would come within the scope of the award. The award would terminate with the industrial agreement. The award, which was read by the President, is as follows:—

(1.) That nine hours and a half constitute a day's labour, including one half-hour for breakfast and one hour for sponging. (2.) The rate of wages shall be as follows: Foremen, not less than £3 per week, with thirteen loaves; second hand, not less than £2 10s. per week, with thirteen loaves; and any others, not less than £2 5s. per week, with thirteen loaves. All hands to receive dry pay. (3.) Tradesmen not fully competent, by reason of age or physical weakness, may be employed at such wage as may in each case be settled between the union and the employers. (4.) That no baker or workman shall commence work before 4 o'clock in the morning, except Saturdays, when he shall not commence work before 2 o'clock in the morning. After the stated hours are up, overtime shall be paid as follows: Time-and-a-quarter time up to half-past 5 o'clock in the afternoon, and time-and-a-half time after half-past 5 o'clock in the afternoon. (5.) That no apprentice shall be allowed to any employer unless two *bonâ fide* journeymen be employed. If four journeymen be employed, then in such case the employer may employ two apprentices. But in no case shall the employer employ more than two apprentices. Each apprentice to be under sixteen years of age when bound, and to be bound by indentures for a period of five years, the indentures of apprentices to be produced to the secretary of the union if required. (6.) Jobbers to receive 10s. per diem of nine hours and a half, and overtime as above stated in clause 4. (7.) Sunday sponging shall cover all statutory holidays as expressed in Rule 24 of the union. If workmen are requested to work on holidays they shall be paid at the rate of time and a half. (8.) That no carter shall be employed in any bakehouse. The respective positions of a baker and a carter shall be kept separate. Either an employé must be a *bonâ fide* baker or a *bonâ fide* carter, but a baker may deliver bread so long as he does not work more than the prescribed hours. (9.) That neither of the employers shall discriminate against members of the union, nor shall either of them in the engagement or dismissal of their hands, or in the conduct of their business, do anything, directly or indirectly, for the purpose of injuring the union. (10.) That each of the employers in carrying on his business shall be bound by the above provisions, and shall conform thereto, and the union and every member thereof shall be bound by the same, and shall conform thereto in like manner. (11.) The provisions of this award may be enforced from Monday next, the 7th February instant, until the 24th day of November, 1899.

*Building Trade Dispute* (before Arbitration Court; the parties not having agreed to the recommendations of the Conciliation Board in November).—The following suggested working rules were put forward by the society:—

(1.) That forty-five hours shall constitute a week's work, divided as follows: Eight hours and a quarter for the first five days, and three hours and three-quarters on Saturday. (2.) That the minimum rate of pay be 1s. 4d. per hour. (3.) That all overtime-work and work on holidays be paid for at the rate of time and a fourth for the first two hours, and time and a half after two hours. (4.) That on all outside contracts employers shall provide a properly secured place for the safety of the employés' tools, also necessary sanitary conveniences. (5.) That the proportion of boys, apprentices, and non-tradesmen employed by any employer or firm of employers in carpentering- or joinery-work be not more than two to every five tradesmen employed by such employer or firm of employers. (6.) That the distance for men walking to their work shall be as far south as Newtown Park; north, Pipitea Point; west, Grant Road; and east, Point Jerningham. Outside of these distances employers shall provide conveyances, or pay fare and time travelling to the job. (7.) That members of this society or any other properly-constituted union of carpenters and joiners shall have prior right of employment. (8.) That no piecework whatever be allowed on any job. If Court allows, to amend summons for two hours' notice of discharge.

The society claimed that forty-five hours should constitute a week's work instead of forty-six, as at present, and that the standard rate of wages should continue to be £3 per week. It was also asked that the Union Steamship Company should be bound by the award of the Court, as they worked carpenters and joiners forty-seven hours a week.

His Honour, in giving the award, said: The Court has not seen its way to shorten the hours of labour on a Saturday, as asked for. The evidence seems to show that that would cause a considerable amount of inconvenience to other trades. The Court has, however, fixed the wage at 1s. 4d. an hour. This is a little in excess of the rate now paid, and it is the rate that was asked for by the union, and was recommended by the Conciliation Board. The Court has not made any award limiting the number of boys or apprentices. It did not appear from the evidence that there was any necessity to limit it, as the practice of builders and contractors was not to employ boys as apprentices; it was only in the mills that they were employed. His Honor prefaced the award with these few words of explanation. It is as follows:—