

boat was laid up for two days, and it was alleged that this was done with the intention of compelling the crew to agree to the proposed scheme. The Magistrate held that the evidence was insufficiently convincing to impute such an intention to the defendant company, and dismissed the case.

A few other minor disputes occurred, which were either trivial or outside the scope of the Act.

The following *précis* of other important decisions delivered during the year are worthy of note :—

The various shearers' awards made during the year contain new strike provisions, for which see award made, Vol. xi, page 447.

When the Canterbury Shed-hands' dispute was brought before the Arbitration Court it was dismissed by the Judge on the ground that as the procedure for the filing of the dispute had not gone through he had no jurisdiction, there being in effect no dispute in existence. The amendment made to the Arbitration Act last year—providing that the Arbitration Court may in its discretion waive any technical irregularity or omission which may have occurred in the submission of a dispute to the Court—did not, in the opinion of the Judge, give it jurisdiction to deal with disputes not properly filed, as when the Shed-hands' dispute in the Otago District was subsequently brought before the Court the Judge held that, notwithstanding the amendment, he still had no jurisdiction, and dismissed the case. (Vol. xi, pp. 616 and 767.)

During the year the Court had occasion (*viz.*, in connection with the claim of the Christchurch Operative Butchers' Union for a new award) to point out to the union that in its application for increased wages no attempt was made to bring the case within the ruling already laid down by the Court in the Gisborne Painters' case (Award Vol. x, page 186), and intimated in accordance therewith that the union had failed to make out a case for any change in the existing award. (Vol. xi, p. 325).

A case of interest arose in connection with the claim of the Canterbury Brick, Pottery, Pipe, Tile, and Clay Workers' Union for an award. In the hearing of this dispute, in which the union asked for rates of wages as fixed in the Auckland award, the Judge stated that the evidence called by the employers made it clear that the cost of production of clay in Christchurch was greater than in Auckland, and that therefore Auckland pipe and tile manufacturers were able to compete successfully in the Christchurch market. Under these circumstances the Court did not feel justified in fixing any higher rates of wages than those already fixed by the award. (Vol. xi, p. 230.)

A case of interest to apprentices and employers of apprentices arose in connection with the Auckland Engineers' award, when the Stipendiary Magistrate fined the employers prosecuted for having failed to pay wages to apprentices who were absent from their employment for a few days at Christmas-time. The employers had deducted the wages in the belief that the mutual understanding between themselves and their apprentices justified them in making the deduction. The Court held that the employers were not so justified. They had no power to deduct anything from the apprentices' wages. (Vol. xi, p. 563.)

Another case affecting the employment of apprentices was decided by the Court under the Christchurch Tailoring Trade award, in which an interpretation was asked for as follows: "Is an employer entitled to dismiss an apprentice from his service on account of such apprentice's prolonged illness?" The answer to this question was that a temporary illness would not justify an employer in terminating the apprenticeship. It is only in the case of an illness resulting in incapacity on the part of the apprentice to perform his duties under the apprenticeship for the whole or a large part of the unexpired term that his employer would be justified in terminating the apprenticeship. Also, that until the apprenticeship has been properly determined the employer is bound to pay the wages of the apprentice. Further, that the time the apprentice is away should count as part of the term of his apprenticeship. (Vol. xii, p. 23.)

If the employers desire to make provision to meet such cases as the above, their obvious remedy is to apply to the Arbitration Court for an amendment of their award.

Another case, relating to the question of deducting wages for time lost, arose in connection with the Wellington Tailors' award, when an interpretation was asked as to whether an employer employing a weekly-wage hand can order such hand to take a full week off, owing to slackness of trade, and so escape paying wages during the said week. The answer to this question was that an employer who employs a worker at a weekly wage is not entitled to order such worker to take a week off for any cause. So long as the relation of master and servant continues to exist the worker must be paid his weekly wage without deduction, save for time lost through his own default. (Vol. xi, p. 186.)

Other cases of perhaps less importance are as follow :—

Under the Wellington Carpenters and Joiners' award an interpretation was asked for as to whether employers, in engaging carpenters and joiners to act as foremen, were bound to give