

preference to unionists. The reply to this question was that if the worker is really and substantially a foreman, then the preference clause will not apply, and the fact that he may occasionally do some carpenters' work would not affect the case. On the other hand, if the worker is substantially engaged in doing the work of a carpenter, although he may also supervise the work of others, then he would be a journeyman, and subject to the award. (Vol. xi, p. 186.)

A case concerning preference to unionists was decided by the Magistrate at Napier under the Napier Drivers' award, in which it was ruled that under the Act an employer cannot be prosecuted more than once for a breach of the preference clause, although he may continue to employ the non-unionist concerned. (Vol. xi, p. 579.)

Another case, as to whether overtime rates should be paid to pieceworkers, was decided under the Canterbury Tanners and Skinners' award, in which the Judge gave an interpretation to the effect that there was no reason why overtime rates should not be payable to pieceworkers. In a previous decision the contrary had been held to be the case. (Vol. xi, p. 586.)

Another case bearing on the same question is a decision given by the Stipendiary Magistrate under the Manawatu Flax-mills Employees' award. This decision states that in all cases in which it has been held that a pieceworker is entitled to overtime or holiday rates the employer is entitled to call on him to work whether he desires to do so or not. In addition to the decision relating to payment of overtime to pieceworkers, it will be noted that a somewhat important principle is laid down—viz., that an employer has the right to call upon his employee to work overtime whether the latter desires to do so or not. (Vol. xi, p. 631.)

A number of cases have occurred on various occasions in which partnership is brought forward as a defence against breaches of awards relating to employers and workers. Under the Dunedin Painters' award such a case arose in which the defendant was cited for employing two apprentices, being in excess of the proportion allowed by the award. The Stipendiary Magistrate who heard this case decided that he had no hesitation in holding that the alleged partnership was not *bona fide*, but an agreement entered into with the intention of evading the apprenticeship provisions of the award. (Vol. xi, p. 634.) I might add that the Department frequently meets with defence of this nature, and some difficulty is experienced in ascertaining the true relationship of the parties.

The following table shows details of expenditure of—(a) Conciliation Boards (under the old Act), for the years 1908-9 and 1909-10; (b) Councils of Conciliation (under the present Act), for 1909-10 and 1910-11; and (c) the Court of Arbitration for the three years 1908-9 to 1910-11 inclusive:—

	1908-9.			1909-10.			1910-11.		
	£	s.	d.	£	s.	d.	£	s.	d.
Boards	1,472	12	3	14	14	0	..	..	..
Councils	294	7	0	2,562	1	10	2,897	6	2
Arbitration Court	5,336	16	7	4,325	13	3	3,897	13	5
	£7,103 15 10			£6,902 9 1			£6,794 19 7		

This table includes the annual salaries of the members of the Court (£2,800) and of the Conciliation Commissioners (£1,500).

It will be noted that the expenditure for Conciliation Councils shows an increase over last year of £335, whilst the Arbitration Court expenses are £428 less.

The expenses of assessors of the Councils of Conciliation during 1910-11 for fees and travelling-expenses are as follows:—

Industrial District.	Fees.			Travelling-expenses.			Total.		
	£	s.	d.	£	s.	d.	£	s.	d.
Northern and Taranaki	425	5	0	57	5	9	482	10	9
Wellington, Marlborough, Nelson, and Westland	277	4	0	83	0	5	360	4	5
Canterbury and Otago and Southland	245	14	0	29	2	9	274	16	9
Totals	948	3	0	169	8	11	1,117	11	11

Comparing the totals with last year's expenditure (£841 10s.), there has been an increase this year of £276 1s. 11d.

Industrial Union Registrations.

The returns of industrial unions for the year ending 31st December last form a separate parliamentary paper, H.—11A.