

proprietors to supply petrol, tires, oil, grease, and tubes and to repair all breakages other than ordinary running repairs and breakages or those caused by the negligence of the driver. Action was taken against the proprietors for breaches of the Taxi-drivers' award, but it was held by the Court of Arbitration that no breaches had been committed as the relationship between the proprietors and the drivers was that of bailor and bailee, and not that of master and servant.

*Compulsory Unionism.*—By an order of the Court of Arbitration made in pursuance of section 92 of the Industrial Conciliation and Arbitration Act an award was amended to provide—

- (1) That all assistants should become members of the union within fourteen days; and
- (2) That it should be a condition of employment of all employees that they join and remain members of the union; that if any employee neglected to become a member within the time specified he should be dismissed; that if any person who was already a member of the union or who joined in pursuance of the clause should voluntarily and of his own motion resign from the union he should be liable to dismissal, and should receive a notification from his employer that he was so liable, and unless he rejoined the union within a week from the date of the notice he should be dismissed.

On a motion for a writ of certiorari it was held by the Full Court that the Order of the Court of Arbitration purporting to compel non-unionist workers to become and to continue members of a workers' union and to compel employers to dismiss any worker who failed to become and to continue a member of the union was made without jurisdiction and should be quashed.

*Refusal to admit Worker to Membership of Union.*—An action for damages was brought by a steward against the union in respect of its refusal to admit him to membership. The plaintiff had been convicted and imprisoned on two charges of theft and it was held by the Magistrate that he was not entitled to demand admission, and that, having regard to the nature of a steward's employment, and to the many opportunities for committing theft that would present themselves to a dishonest steward, the action of the union was justified.

#### INDUSTRIAL DISTURBANCES DURING THE YEAR.

There were in all forty-four industrial disturbances during the year. The following is a summary of the larger disturbances:—

*Seamen.*—The seamen working on certain trawlers demanded an increase in the amount of shore leave allowed, and, upon the demand being refused, ceased work. This case is unusual in that the parties were at that time discussing in Conciliation Council the question of a fresh industrial agreement, and the final disposition of the dispute was still pending. After thirteen days, however, the matter was settled by the employers in Conciliation Council agreeing to more favourable conditions as to shore leave.

*Coal-miners (Reefton).*—Fifty-three miners ceased work for eleven days to compel non-unionists to become members of the union. The men's demands, however, were not conceded, and the non-unionists (being members of co-operative parties) were allowed to remain in their employment.

*Coal-miners (Blackball).*—The miners demanded the dismissal of two non-unionist engine-drivers, and, after 250 men had been idle for thirty-one days, almost the whole of the West Coast coal-miners ceased work to compel the owners of the Blackball Mine to concede the men's demands. After two further working-days had been lost by a total of 2,079 men, the mine management acceded to the men's request and dismissed the non-unionists.

*Coal-miners (Dobson).*—The miners refused to work until the management dismissed a deputy who it was alleged had underestimated the quantity of gas in the mine. The Court of inquiry set up to investigate the matter found that the deputy had been guilty of negligence in the performance of his duties, and his certificate was suspended for three months. There were 268 men involved in the stoppage, which lasted twenty-one days.

*Coal-miners.*—The miners in certain State collieries demanded—(1) That six men be paid for time lost while waiting for the removal of a winch from one section of the mine to another; and (2) that a higher rate of wages should be paid to the boiler and bath-house attendant. After 358 men had been idle for three days their demands were conceded.

*Coal-miners (Blackball).*—The refusal of eighteen men to pay a levy made by the union was apparently the cause of a stoppage of work by 218 other workers in the mine. After five days had been lost the objectors agreed to pay the levy, and work was resumed. At the same time the men arrived at an agreement with the management regarding the "turn" system.

*Waterside Workers.*—The necessary waterside labour could not be obtained to work a vessel which was under British articles. A conference consisting of representatives of the several parties interested was convened and a settlement was arrived at. The ship was held up for fourteen days.

*Coal-miners (Denniston).*—Four hundred and seventy-five coal-miners ceased work to compel the management to reinstate an engine-driver who had left his work to take three months' holiday, and who the union considered was being victimized for so doing. After the men had been idle for fifteen days the management conceded their demand.

Mention may be made of a difficulty (not included in the above total) which arose in connection with an Otago coal-mine. The employer company maintained that the cost of operating was too high to enable the mine to be carried on otherwise than at a loss, and, after unsuccessful efforts to induce the men to enter into a new industrial agreement (after the expiration of that hitherto in force) at a lower rate of wages or, in the alternative, to take over the mine, the company closed down thus throwing seventy-five men out of work. Unsuccessful efforts were made to bring about a settlement, and the matter was therefore referred by the company to the Arbitration Court, which deferred decision pending further investigation. Subsequent negotiations resulted in the registration of a new industrial agreement, and the mine reopened.