

### (13.) INANGAHUA GOLD-MINERS.

In the Court of Arbitration of New Zealand, Westland District.

Whereas an industrial dispute arose between the Inangahua Miners' Industrial Union of Workers (registered No. 82) and the Progress Mines of New Zealand (Limited), upon the grounds following:—

That by an order of the Court of Arbitration, dated the 30th day of September, 1897, it was directed, *inter alia*, by clauses 5 and 6 of the conditions of the said award: (Clause 5) "That no work shall be done on Sunday or during any of the holidays mentioned, except that which is of absolute necessity." (Clause 6) "Each of the above-named companies in employing labour shall not discriminate against members of the union, and shall not, either directly or indirectly, do anything with a view to injure the union. Members of the union shall work in harmony with non-union men." And that a breach of the award has been committed by the said the Progress Mines of New Zealand (Limited), they being a person upon whom the said award is binding, in that the said Progress Mines of New Zealand (Limited) have failed to observe Sundays at their new battery, and have continued working and crushing quartz at the said battery, which is not a work of absolute necessity, and a breach of clause 5 of the conditions; and also have failed to observe clause 6 of the conditions by discriminating against certain members of the union—to wit, David Blackadder, Joseph Lane, Bryan McGuire, James Brag, Thomas Martin, Thomas Taylor, and others:

And whereas the said union did apply to this Court for the enforcement of the said award, and the said Court did investigate the matter of such application at the Magistrate's Courthouse at

Reefton, on the 1st day of April, 1899, and did find that the breaches alleged had not been established, and dismissed the application without costs.

Dated at Hokitika, this 19th day of July, 1899.

C. A. BARTON, Clerk of Awards.

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