

## (112.) WELLINGTON TAILORESSES.

SEE OTAGO AWARD (No. 123).

WELLINGTON BRICK, TILE, DRAIN, AND POTTERY MAKERS.—  
DISPUTE WITHDRAWN.

Under "The Industrial Conciliation and Arbitration Act, 1900." Before the Board of Conciliation in the Wellington Industrial District.—In the matter of an industrial dispute between the Wellington Brick, Tile, Drain and other Pipe, and Pottery Makers' Union Industrial Union of Workers and Peter Hutson and Co., Wallace Street; Herbert Hill, Rolleston Street; John Overend and Clark, Rolleston Street; — Norreys, Upper Adelaide Road; William Murphy, Taranaki Street; Enoch Tonks, Webb Street; Brooklyn Brick Company, Brooklyn; James Trevor, Adelaide Road; Richard Packer, Adelaide Road; Silverstream Brick Company, Silverstream—employers; and of a reference thereof for settlement.

MR. PETER HUTSON (chairman of the Wellington Brickmakers' Association), with several of the other employers who were cited as parties to the dispute, appeared before the Board, and contended that no such industrial dispute as was alleged in the notices they had received existed. Mr. Hutson further intimated that if the Board decided to hear the dispute he would apply to the Supreme Court for a writ to prohibit them. Mr. Allan Orr, one of the duly appointed representatives of the Wellington Brick, Tile, Drain and other Pipe, and Pottery Makers' Industrial Union of Workers, which appeared before the Board, contended that there was an industrial dispute existing, and that he would call evidence to prove that some workers had applied for some of the increases asked for, and they had been refused; but he admitted his union's request for a conference with the employers was not sent until after application had been filed for the dispute to be referred to the Board of Conciliation. The Chairman announced that the Board would hear the dispute, but said that, personally, he would advise that it be withdrawn, and that the parties confer with each other and try to settle their differences before applying to the Board. Mr. Hutson at first objected, and said he would apply to the Supreme Court immediately to prohibit the Board from hearing the dispute. Messrs. Robert James Mills, Frederick Holmes, and Allan Orr, the three representatives of the union of workers, conferred with each other, and afterwards applied to the Board that the union's refer-

ence of the dispute to the Board might be withdrawn. Mr. Hutson consented ultimately, and there was no opposition raised by any party.

The Board therefore recommends that the dispute and every item of it be, without prejudice, withdrawn.

Dispute withdrawn.

Given under my hand, at Wellington, this 3rd day of October, 1901.  
JOHN CREWES, Chairman.

(113.) WELLINGTON BRICK, TILE, DRAIN AND OTHER PIPE, AND POTTERY MAKERS.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of “The Industrial Conciliation and Arbitration Act, 1900,” and its amendment; and in the matter of an industrial dispute between the Wellington Brick, Tile, Drain, and other Pipe and Pottery Makers’ Industrial Union of Workers and the following persons (hereinafter called “the employers”): Peter Hutson, Wellington; William Murphy, Wellington; James Trevor, Wellington; John Overend, Wellington; Enoch Tonks, Wellington; Henry Norris, Wellington; William A. Chote, Wellington; W. C. Stephens, Wellington; A. Whiteford, Wellington; Richard Patching, Wellington; William Martin, Wellington.

THE Court of Arbitration of New Zealand (hereinafter called “the Court”), having taken into consideration the matter of the above-mentioned dispute, and having heard the union by its representatives duly appointed, and also heard such of the employers as were represented either in person or by their representatives duly appointed, and having also heard the witnesses called and examined and cross-examined by and on behalf of the said parties respectively, doth hereby order and award: That, as between the union and the members thereof and the employers and each and every of them, the terms, conditions, and provisions set out in the schedule hereto and of this award shall be binding on the union and upon every member thereof and upon the employers and each and every of them, and that the said terms, conditions, and provisions shall be deemed to be and are hereby incorporated in and declared to form part of this award; and, further, that the union and every member thereof and the employers and each and every of them shall respectively do, observe, and perform every matter and thing by this award and the said terms, conditions, and provisions respectively required to be done, and shall not do anything in contravention of this award or of the said terms, conditions, and provisions, but shall in all respects abide by, observe, and perform the same. And the Court doth hereby further award, order, and declare that any breach of the said terms, conditions, and provisions set out in the schedule hereto shall constitute a breach of this award, and that