

(2268.) CANTERBURY AGRICULTURAL AND PASTORAL LABOURERS.—ADDING PARTIES TO AWARD *RE* NORTH CANTERBURY THRESHING-MILL OWNERS.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of an award made on the 16th day of May, 1910, in an industrial dispute between the Canterbury Agricultural and Pastoral Labourers' Industrial Union of Workers and Anderson and Lemon and the other employers therein named.

Tuesday, the 14th Day of February, 1911.

UPON reading the application filed herein on the 14th day of January, 1911, and upon hearing the parties, this Court doth order that the following persons and firms shall be and they are hereby added as parties to the said award as from the date hereof:—

Barnes, G., millowner, Cheviot.

Conway, —, millowner, Dunsandel.

Everest, R., millowner, Greenpark.

Holmes, A., millowner, Rakaia.

Kingsbury, G., millowner, Kyle.

Levey Bros., millowners, Lincoln.

McMillan, R., millowner, Irwell.

Montgomery and Co., millowners, Southbridge.

By the Court.

W. W. SAMSON,
Clerk of Awards.

(2269.) SOUTH CANTERBURY PAINTERS AND DECORATORS.—CASE STATED FOR OPINION OF THE COURT OF ARBITRATION *RE* WORK DONE BETWEEN NOON AND 5 P.M. ON SATURDAY, AND OPINION OF THE COURT THEREON.

In the Court of Arbitration of New Zealand, Canterbury Industrial District.—Between the Inspector of Awards, plaintiff, and C. Bates and Co., defendants.

SPECIAL case stated by Victor Grace Day, Stipendiary Magistrate at Temuka.

The statement of claim is as follows:—

“The plaintiff claims to recover from the defendants the sum of £1 as a penalty for a breach of the South Canterbury Painters and Decorators award, dated the 14th day of March, 1910.

“The following are the particulars of the said breach: The defendants did, on the 10th day of December, 1910, employ certain journeymen painters—to wit, W. Jackson, R. Moore, and others—after noon on Saturday, contrary to the provisions of the said award.”

The award is reported in Volume xi of Awards, at page 50.

The facts as set out in the statement of claim are admitted by the defendants.

The plaintiff claims that the facts show a breach of the award inasmuch as the award provides that the hours of labour shall be “from 8 a.m. to noon on Saturdays,” and the subsequent clause 4 makes no provision for overtime on Saturdays.

The defendants paid overtime rates for work done on the afternoon in question, under the impression that in employing the men on Saturday afternoon and paying overtime was not a breach of the award.

The question for the opinion of the Court of Arbitration is, Do the facts constitute a breach of the South Canterbury Painters and Decorators award?

VICTOR GRACE DAY,
Stipendiary Magistrate.

OPINION OF THE COURT.

In the opinion of the Court the effect of clauses 1 and 4 of the award is to prohibit work on Saturday afternoon between noon and 5 p.m., and, on the facts as stated, a breach of award has been committed. This result was probably not intended when the parties made the agreement on which the award is based, but that is the effect of the language they have used.

Dated this 15th day of February, 1911.

W. A. SIM, Judge.