

(7251.) WAIRARAPA DISTRICT BUTCHERS.—ORDER ADDING PARTIES TO AWARD.

In the Court of Arbitration of New Zealand, Wellington Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of the Wairarapa District Butchers' award, dated the 5th day of May, 1922, and recorded in Book of Awards, Vol. xxiii, folio 193.

Friday, the 4th day of August, 1922.

UPON reading the application of the union, party to the said award, filed herein on the 24th day of July, 1922, and upon hearing the duly appointed representative of the said union and such of the persons, firms, and companies hereinafter named as appeared either in person or by their representative duly appointed, this Court doth order that the following be and they are hereby added as parties to the said award as from the date hereof:—

Batten, W., Butcher, Pahiatua.
 Bridges, W., Butcher, Akura Road, Masterton.
 Butcher, L. G., Butcher, High Street, Masterton.
 Gerrand, R. S., Butcher, Queen Street, Masterton.
 Horton, A. W., Butcher, Greytown.
 Kelliher, B., Butcher, Pahiatua.
 McCardle Bros., Butchers, Pahiatua.
 Moore, S., Butcher, Featherston.
 O'Connor, T., Butcher, Carterton.
 Raynor, J. C., Pork-butcher, Queen Street, Masterton.
 Walters, S., Butcher, Carterton.
 Wood, H. C., Butcher, Featherston.
 Long's Meat-mart (W. H. Long, Manager), Hall Street, Masterton.
 [L.S.] _____ F. V. FRAZER, Judge.

MEMORANDUM.

Mr. Raynor objected to being added as a party to the award, on the ground that his business was that of a pork-butcher, and that he had not received any notice of the intention of the union to apply for a new award. It appears that Mr. Raynor took over an existing business between the time the dispute was created and the date of the hearing of the dispute. His predecessor in the business was cited. We do not think that we should refuse to add Mr. Raynor as a party, for a person who takes over a business during the progress of a dispute ought to ascertain the nature of the union's claims. Mr. Raynor simply allowed the whole matter to go by default, so far as he was concerned. His principal objection to the award is in relation to the early-closing clause; but if we were to exempt him from the operation of that clause we would thereby give him an unfair advantage over present and prospective competitors in business. So long as he does not sell uncooked fresh meat he is not affected by the early-closing clause.

[L.S.]

F. V. FRAZER, Judge.