

(8087.) NORTHERN, WELLINGTON, NELSON, AND OTAGO AND SOUTHLAND INDUSTRIAL DISTRICTS RETAIL SHOP-ASSISTANTS.—ADDING PARTY TO AWARD.

In the Court of Arbitration of New Zealand, Otago and Southland Industrial District.—In the matter of the Industrial Conciliation and Arbitration Act, 1908, and its amendments; and in the matter of the Northern, Wellington, Nelson, and Otago and Southland Industrial Districts Retail Shop Assistants' award, dated the 17th day of March, 1924, and recorded in Book of Awards, Vol. xxv, p. 111.

Friday, the 13th day of February, 1925.

UPON reading the application of the Dunedin Amalgamated Society of Shop-assistants (other than Grocers, Butchers, Chemists, Tobaccoists, and Hairdressers' Assistants) Industrial Union of Workers, party to the Northern, Wellington, Nelson, and Otago and Southland Industrial District Retail Shop-assistants' award, dated the 17th day of March, 1924, and recorded in Book of Awards, Vol. xxv, p. 111, which application was filed herein on the 24th day of January, 1925; and upon hearing the duly appointed representatives of the said union and the undermentioned firm, this Court doth order that the undermentioned firm be and it is hereby added as a party to the said award as from the day of the date hereof:—

Dawson's Limited, China and Glassware Merchants, Princes Street and Moray Place, Dunedin.

[L.S.]

F. V. FRAZER, Judge.

MEMORANDUM.

The Court has given careful consideration to the application to add this firm to the list of parties bound by the award. The firm carries on a dual business as (a) jewellers and silversmiths, and (b) china and glassware merchants. It occupies two adjoining shops, each of which is complete in itself, and it employs two practically distinct staffs. There is internal communication between the jewellers and chinaware shops by means of an arch and a doorway. The application was opposed on the following grounds: (1) That the greater part of the turnover of the combined business was in jewellery and silverware; (2) that jewellers were permitted to keep their shops open until 9 o'clock on the late night, while chinaware and glassware shops were required to be closed at 8.30, and that the effect of an order adding the respondent firm would compel it to close its jewellery and silverware shop at the earlier hour; and (3) that all jewellers regularly stocked chinaware and glassware. Taking these grounds seriatim, we are of the opinion that we should not, in the peculiar circumstances of the present case, consider the percentages of turnover, for the chinaware and glassware shop is to all intents and purposes

a separate shop, and is one of the largest establishments of the kind (if not the largest) in Dunedin. It is in direct competition with other chinaware and glassware businesses, and, as has already been stated, it has a staff that is for all practical purposes distinct from that of the jewellery-shop. The second ground of objection is met by the answer that the jewellery and silverware shop may be kept open till 9 o'clock on the late night if from 8.30 o'clock the communicating-door is closed and the archway barred by a grille or other means, so as effectually to prevent the public from having access to the chinaware and glassware shop. The third ground of objection offers no difficulty, for the respondent firm is at liberty to display and sell in its jewellery-shop vases, ornaments, salad-bowls, biscuit-barrels, and similar articles of china and glassware, such as are usually stocked by jewellers. These articles are in a different category from bedroom china, dinner services, and general domestic chinaware and earthenware, which form part of the stock-in-trade of an ordinary china and crockery shop, and cannot, of course, be regarded as a legitimate part of a jeweller's stock-in-trade. For these reasons the Court has decided to make an order adding Dawson's Limited as a party to the award.

Application was also made to add a number of shopkeepers carrying on business as jewellers, photographic dealers, oil and colour merchants, &c., as parties to the award. This application involved amending the scope of the award, which does not include these trades. The Court has not jurisdiction to amend the award in this direction without the consent of all parties, and the application is accordingly refused.