57TH CONGRESS, 2d Session. } HOUSE OF REPRESENTATIVES. { Doc. No. 370, Part 5.

DEPARTMENT OF COMMERCE AND LABOR.

BULLETIN

OF THE

BUREAU OF LABOR.

No. 49—NOVEMBER, 1903.

ISSUED EVERY OTHER MONTH.

WASHINGTON:
GOVERNMENT PRINTING OFFICE.
1903.

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BULLETIN

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BUREAU OF LABOR.

No. 49. WASHINGTON. NOVEMBER, 1903.

COST OF LIVING.

The Eighteenth Annual Report of the Bureau of Labor, the report for the year 1903, which has just been completed and placed in the hands of the printer, presents the results of an extended investigation into the cost of living of workingmen's families and the retail prices of the principal staple articles of food used by such families. As the full printed report will not be ready for distribution for several months, and as many urgent requests have been made to the Bureau for the results of the investigation, especially as they relate to the cost of living now compared with the cost in former years, a brief summary of the results is herewith shown.

The figures of income and expenditure furnished in detail by 2,567 families in 33 States, representing the leading industrial centers of the country, formed the material for the detailed study of the cost of living. Certain data, which do not enter so much into detail, were collected in regard to the cost of living in 25,440 families, and the results are extensively summarized in the full report.

The table on the following page shows for five geographical divisions and for the United States the number of families investigated in detail, the average size of family, the average income per family, the average expenditure per family for all purposes, and the average expenditure per family for food, the income and expenditures being for the year 1901.

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NUMBER OF FAMILIES, AVERAGE SIZE OF FAMILY, AVERAGE INCOME PER FAMILY, AVERAGE EXPENDITURE PER FAMILY FOR ALL PURPOSES, AND AVERAGE EXPENDITURE PER FAMILY FOR FOOD, DURING THE YEAR 1901.

Geographical divisions.	Families.	Average size of family.	Average income per family.	Average expenditure per family for all purposes.	Average expenditure per family for food.
North Atlantic States	1,415	5.25	$834.83	$778.04	$338.10
North Central States	721	5.46	842.60	785.95	321.60
South Atlantic States	219	5.30	762.78	700.62	298.64
South Central States	122	5.65	715.46	690.11	292.68
Western States	90	4.69	891.82	751.46	308.53
United States	2,567	5.31	827.19	768.54	326.90

This table shows that the 2,567 families consisted on an average of 5.31 persons, 0.7 person above the average of private families in the whole country as shown by the census of 1900. This larger size of family was not due to any intentional selection of larger families, for the only basis of selection was that the head of the family must be a wage worker or a salaried man earning not over $1,200 during the year, and must be able to give information in regard to his expenditures in detail. The average income for the year of these 2,567 families from all sources was $827.19. The average expenditure for all purposes was $768.54 and the average expenditure for food was $326.90 per family, or 42.54 per cent of the average expenditure for all purposes.

That part of the investigation which relates to retail prices is, it should be stated, the first extended investigation that has been made into retail prices in this country. All previous price studies covering a period of years have dealt solely with wholesale prices, which, of course, do not represent accurately the cost to the small consumer. In their general trend retail prices follow the wholesale prices, but their fluctuations are smaller and less rapid, and this is clearly brought out in the full report. A comparison of the relative wholesale and retail prices (simple averages) of 25 similar articles or groups of articles of food, covering the period 1890 to 1902, inclusive, shows a range of 37.2 per cent in wholesale prices, but only 15.4 per cent in retail prices.

In order to ascertain the course of retail prices of food for a series of years and the consequent changes in the cost of living as regards food, the Bureau through its agents secured from the books of 814 retail merchants, in the same localities from which data relating to family expenditures were obtained, the retail prices of the principal staple articles of food. Prices were taken for each month during the 13 years of 1890 to 1902, inclusive, which was as far back as it was possible to go. These covered 30 distinct articles, and, under each

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article, various grades and descriptions of that article. From the prices thus obtained relative prices were calculated, the average prices for the ten-year period 1890 to 1899 being taken as equal to 100. The importance of the various articles or groups of articles of food in the family consumption being known from the expenditures of the 2,567 families referred to above, the relative prices of the several articles of food were weighted according to this importance. The result, shown in the following table, gives for 5 geographical divisions and the United States for the period 1890 to 1902 the relative retail price of the food consumed in one year by a workingman's family, compared with the average price for the ten-year period 1890 to 1899:

RELATIVE RETAIL PRICE OF FOOD, WEIGHTED ACCORDING TO THE AVERAGE FAMILY CONSUMPTION, 1890 TO 1902.

[Average price for 1890 to 1899=100.]

Year.	North Atlantic States, 1,415 families.	North Central States, 721 families.	South Atlantic States, 219 families.	South Central States, 122 families.	Western States, 90 families.	United States, 2,567 families.
1890	102.3	102.3	101.2	102.1	107.7	102.4
1891	103.2	104.5	102.1	103.6	108.7	103.8
1892	102.1	101.8	101.1	100.7	105.2	101.9
1893	104.4	105.4	103.2	103.5	102.9	104.4
1894	99.2	100.6	100.0	100.0	99.3	99.7
1895	97.7	98.0	98.7	98.1	96.7	97.8
1896	97.0	94.6	96.8	96.1	93.2	95.5
1897	96.9	95.6	97.1	97.3	92.7	96.3
1898	98.8	98.4	99.3	98.8	95.2	98.7
1899	99.5	98.9	100.5	99.9	98.5	100.1
1900	101.2	100.8	102.4	101.1	98.1	101.1
1901	104.7	106.1	106.9	106.9	99.9	105.2
1902	110.5	111.7	111.8	113.5	104.4	110.9

This table shows that the cost of food, considered as a whole, reached its highest in 1902, the average for that year being 10.9 per cent above the average for the ten-year period 1890 to 1899. Compared with 1896, the year of lowest prices, the cost in 1902 showed an increase of 16.1 per cent.

To assist in making easy a comparison of 1902 prices with those of each of the other years, the following table has been prepared showing the per cent of increase of 1902 prices over the prices of each previous year of the period:

PER CENT OF INCREASE IN RETAIL PRICES OF FOOD IN 1902, OVER PRICES IN PREVIOUS YEARS, WEIGHTED ACCORDING TO AVERAGE FAMILY CONSUMPTION.

Geographical divisions.	Per cent of increase in 1902 over—											
	1890.	1891.	1892.	1893.	1894.	1895.	1896.	1897.	1898.	1899.	1900.	1901.
North Atlantic States	8.0	7.1	8.2	5.8	11.4	13.1	13.9	14.0	11.8	11.1	9.2	5.5
North Central States	9.2	6.9	9.7	6.0	11.0	14.0	18.1	16.8	13.5	12.9	10.8	5.3
South Atlantic States	10.5	9.5	10.6	8.3	11.8	13.3	15.5	15.1	12.6	11.2	9.2	4.6
South Central States	11.2	9.6	12.7	9.7	13.5	15.7	18.1	16.6	14.9	13.6	12.3	6.2
Western States	*a*3.1	*a*4.0	*a*.8	1.5	5.1	8.0	12.0	12.6	9.7	6.0	6.4	4.5
United States	8.3	6.8	8.8	6.2	11.2	13.4	16.1	15.2	12.4	10.8	9.7	5.4

a Decrease.

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If the relative prices of food given above be taken in connection with the average actual expenditure for food in 1901 of the 2,567 families investigated by the Bureau, the amount of the average expenditure for food in each year may be calculated. This has been done and the results showing for 5 geographical groups and for the United States the average cost of food per family in each year from 1890 to 1902, inclusive, are given in the following table:

AVERAGE COST OF FOOD PER FAMILY, 1890 TO 1902, BASED ON AVERAGE COST PER FAMILY IN 1901 AND THE RELATIVE RETAIL PRICES OF FOOD WEIGHTED ACCORDING TO FAMILY CONSUMPTION.

Year.	North Atlantic States, 1,415 families.	North Central States, 721 families.	South Atlantic States, 219 families.	South Central States, 122 families.	Western States, 90 families.	United States, 2,567 families.
1890	$330.35	$310.08	$282.72	$279.54	$332.61	$318.20
1891	333.26	316.75	285.23	283.64	335.72	322.55
1892	329.70	308.57	282.44	275.71	324.90	316.65
1893	337.13	319.48	288.30	283.37	317.80	324.4[illegible]
1894	320.34	304.93	279.36	273.79	306.68	309.81
1895	315.50	297.05	275.73	268.59	298.65	303.91
1896	313.23	286.74	270.42	263.11	287.84	296.76
1897	312.91	289.77	271.26	266.40	286.29	299.24
1898	319.05	298.26	277.41	270.50	294.01	306.70
1899	321.31	299.78	280.76	273.51	304.21	311.05
1900	326.80	305.54	286.07	276.80	302.97	314.16
1901	338.10	321.60	298.64	292.68	308.53	326.90
1902	356.83	338.57	312.33	310.75	322.43	344.61

From this table it will be seen that the average cost of food per family in 1890 was $318.20. In 1896, the year of lowest prices, it fell to $296.76, and in 1902 reached the highest point of the period, being $344.61, an increase, as has been already stated, of 16.1 per cent over 1896 or of 10.9 per cent when compared with the average for the 10-year period 1890 to 1899. The increase in the cost of living as shown by the results of this investigation relates to food alone, representing 42.54 per cent of all family expenditures in the 2,567 families furnishing information.

Of the remaining articles, constituting 57.46 per cent of the family expenditure, certain ones are from their nature affected only indirectly and in very slight degree by any rise or fall in prices. Such are payments on account of principal and interest of mortgage, taxes, property and life insurance, labor and other organization fees, religion, charity, books and newspapers, amusements and vacations, intoxicating liquors, and sickness and death. These together constituted 14.51 per cent of the family expenditure in 1901 of the 2,567 families investigated. Miscellaneous purposes, not reported, for which, from their very character, no prices are obtainable, made up 5.87 per cent, and rent, for which also no prices for the several years are available, made up 12.95 per cent.

The remaining classes of family expenditure, 24.13 per cent of all, consist of clothing 14.04 per cent, fuel and lighting 5.25 per cent,

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furniture and utensils 3.42 per cent, and tobacco 1.42 per cent. For these no retail prices covering a series of years are available, but accepting as true of wholesale and retail prices here what this investigation has found true in the case of food, namely, that retail prices rise and fall more slowly and in smaller degree than wholesale prices, an examination of the relative wholesale prices of these classes of articles in Bulletin No. 45, giving them their proper weight according to family consumption, leads to the conclusion that the retail prices of these articles as a whole in 1902 could have been but little, if at all, above the level indicated by food.

It is apparently a safe and conservative conclusion, therefore, that the increase in the cost of living, as a whole, in 1902, when compared with the year of lowest prices, was not over 16.1 per cent, the figure given above as the increase in the cost of food as shown by this investigation. This assumes, of course, always the purchase of the same articles and the same quantities in years of low prices, low wages, and more or less irregular employment, and in years of higher prices, higher wages, and steady employment.

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LABOR CONDITIONS IN NEW ZEALAND.

BY VICTOR S. CLARK, PH. D.

INTRODUCTION.

The colony of New Zealand, while it has recently annexed a score of tropical islets to the northward and possesses a number of outlying groups in other neighboring waters, is confined from an industrial point of view to two islands, which contain over 99 per cent of the total area of the colony and practically the entire European population. These islands are separated by a strait so narrow as to make them to all intents continuous territory. They form a long ribbon of land extending through a range of latitude in the southern hemisphere corresponding to that of our Pacific States in the northern, though with a somewhat more uniform climate on account of their remoteness from continental land areas. Certain features of their topography also suggest the Pacific coast. The northern uplands, clad with pine or Kauri forests, are not unlike the redwood and fir country of California and Oregon, and to an American the fertile, flat wheat plains of the Middle Island, with a background of snow-capped mountains, recall the Sacramento Valley. But here the resemblance ceases, for in the broken Otago oat country and the flat prairies of Southland, which form the southernmost and coldest farming section of the colony, the climate is misty and dour, like that of Scotland, and there are seasons when the crop in places stands all winter unripened in the fields.

The area of New Zealand approximately equals that of Colorado. North Island covers 44,468 and Middle Island 58,525 square miles. The population is rather evenly distributed in four main groups, around as many urban centers, and in this respect the colony is quite different from its Australian neighbors, each with its preponderating metropolis. In 1901 of the 773,000 persons of European birth or descent, but 226,000 lived in towns of 10,000 population or over. This 29 per cent of the population, moreover, was distributed among four cities of about equal size, while in New South Wales 36 per cent and in Victoria 41 per cent of the whole population of the State resides in the capital. An American can roughly represent the distribution of population in New Zealand by conceiving the residents of the State

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of Connecticut, with New Haven excluded, settled along a strip of Atlantic seaboard varying from 45 to 250 miles in width and extending from New York to Jacksonville, living mostly in rural communities and villages not larger than those of our colonial days, with a town the size of Utica in the vicinity of Philadelphia, and three somewhat smaller towns in the relative positions of Norfolk, Charleston, and Savannah. But in New Zealand the occupied land is rimmed on its western edge by a mountain chain, some of the peaks of which rise to an altitude of 12,000 feet, and beyond stretches the uninterrupted ocean.

The natural resources of the country are chiefly pastoral and agricultural, but there are coal and lignite areas which supply nearly 1,250,000 tons per annum, or more than 94 per cent of the total consumption of the colony, and placer gold deposits worked by dredges and quartz mines exist in both the islands. The fossil gum of the Kauri is dug for varnish, a native flax plant grows wild and yields valuable fiber for export, and the lumbering and timber trade is of no mean importance. In so far as the gifts of nature determine the industries of the colony, this completes the list. Local manufactures merely supply the domestic market, and that only in part; though with long distance transmission the abundant water power of the mountain streams may ultimately be used to work up the raw materials of the islands previous to export. The fisheries are unimportant, but the colonial mercantile marine employs a large number of men and adds to the prosperity of the coast towns. Wool, frozen meat, and butter are the main contributors to the country's wealth, and New Zealand is essentially a land of rural industry.

The colony is governed by a parliament consisting of a lower house, elected by all adult male and female citizens for a term of three years, and an upper house whose members serve seven years and are appointed by the executive. There is a responsible cabinet, whose members sit in the lower house and whose premier is the real executive of the colony. The crown governor possesses only nominal authority.

HISTORY.

Though New Zealand was colonized principally from England and Scotland, the history of its political and economic development can be read only in connection with that of Australia. In England a period of apathy in colonial enterprise followed the loss of her American colonies, and during the succeeding half century, while Australia was being settled and at the close of which New Zealand was colonized, her over-sea possessions were regarded chiefly as a dumping ground for convicts. It was in Australia itself that higher ideals of new nation building were awakened during the struggle to do away with

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convict settlement, and from that country came the first incentive to erect in New Zealand a colony where all the mistakes of the past should be avoided. A company was formed in England to carry the new theories into practice. Instead of convicts, the best citizens were encouraged to join. But convicts had hitherto afforded the only reliable labor supply in these distant lands; and if free laborers were to accompany the colonists there must be some way of preventing their turning too rapidly into independent proprietors, as it was the attraction of cheap land that drew workmen away from wage-earning pursuits. In order to avoid this, capitalists and laborers were to migrate together, but land was to be sold at a "sufficient" price—fixed at about $15 an acre in the Canterbury district—and the proceeds were to be devoted to assisting immigrants and carrying out the public improvements needed in a new colony. Thus workmen were to be prevented from acquiring land so rapidly as to deplete the labor market; the incentives of government assistance and of assured employment on public works and by private employers of means were held before them as an inducement to emigrate, and a foundation was laid for that state control of public improvements and utilities which is still maintained in the Australasian colonies. Assisted immigrants easily drop into the habit of looking to the government for things supplied elsewhere by private endeavor; and the somewhat liberal ideas prevailing in New Zealand regarding vested interests in real estate, and the readiness with which the government reappropriates what in many other countries is considered as the most sacred form of private property, is to be explained in part by this early theory of land procedure.

Wellington and Auckland, at opposite ends of North Island, were founded in 1840; Dunedin was settled by Scotch Free Kirk people in 1848, and Christchurch, north of Dunedin and near the north central coast of Middle Island, by Church of England people in 1850. Dunedin is the Plymouth and Christchurch the Virginia colony of New Zealand settlement.

The physical features of the two islands differ widely, and it is only in the north that the native Maoris exist in any numbers. The Canterbury (Christchurch) and Dunedin settlers found rolling prairies and open river bottoms, untenanted by savage inhabitants, beasts, or reptiles, untimbered and ready for the plowshare, with a climate as mild as that of our Southern States and as bracing as that of our Western prairies, without fevers or other endemic diseases—a land where the native plants and animals of Britain throve in a way to surpass their progenitors. Progress was naturally rapid and unchecked. In North Island there was more to contend with, for the Maoris gave the settlers an Indian question, the soil was lighter and heavily timbered in places, and the country, with its still intermittently active volcanoes and broken topography, made the development of facilities

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for intercommunication slow and costly. Even to-day there is no railway connection between Auckland and Wellington. But the climate was milder—verging on the tropical—and Auckland was nearer, by many days' sailing, the older settled portions of the Empire than were her southern neighbors. So for 25 years this city remained the capital; she is still the metropolis, and her northern harbor yet remains the chief colonial port of entry for passengers and mails.

During the earlier half of the colony's history, when settlement still clung around the four chief towns and travel was slow and tedious, the country was divided into four provinces, according to the distribution of its population, and though the central parliament was not a federal body, and the smaller divisions were more similar to our counties than to our States, there was considerable activity in local government. Each province administered its own land funds, built its own railways and public works, provided for public education, and passed ordinances legislating in many matters of purely local importance. But the provincial revenues were derived chiefly from the central government, and when the expenditure necessitated by the Maori war lessened their funds, and the demand for the unification of railway management deprived the provinces of one of their most important functions, they passed away—to the permanent regret of many who still stand high in the councils of the government. Their abolition marks the beginning of the modern period of New Zealand history; for at the same time the results of the policy, inaugurated five years before, of borrowing extensively for public improvements and assisted immigration, began to be felt, free and compulsory education was established, the earliest labor legislation was enacted, the centralization of governmental functions in a single parliament was consummated, and there began a breaking away from the English traditions of local government and the growth of tendencies opposed to individualism, which have since become so characteristic of the colony's legislation and institutions.

It was not until the latter half of this period, however, or more strictly speaking since 1890, that the radical tendencies and forces previously incubating in a widening public sentiment became openly manifest. Until the date mentioned conservative influences were predominant, and only for one short period of two years, from 1877 to 1879, were the liberals in complete control. In 1884 political forces appear to have been in unstable equilibrium; there were three ministries in less than as many weeks, and four changes of cabinet within a year. This ended with a coalition of liberals and conservatives, with a liberal premier, for three years, followed by an equal period of conservative rule, and the rise of the present radical-liberal, or "Progressive" party, as it is sometimes called, which secured control of the government in January, 1891, and has been in uninterrupted possession

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since that date. The first Progressive premier, Mr. Ballance, died in 1893, and was succeeded by Mr. Seddon, who still holds the reins of power, apparently without effective political opposition.

The land question, even now far from a dead issue, preceded the labor question as the predominant subject of contention in New Zealand politics. The lands sold to colonists in the vicinity of the original settlements did not constitute a large fraction of the total area of the islands, and with the extension of railways and the general inflation that accompanied the public borrowing policy of the ministries of the seventies, there was heavy speculation, especially in the Canterbury district. Large tracts in North Island had been acquired by pastoralists under grant from the natives, who had retained ownership of their tribal lands under a treaty with the British Government. Australian immigrants brought in all the run-holding tricks that had been invented during the checkered career of their own land laws. Above all, the natural features of the country, with its vast tracts of upland pasture, unfitted for cropping, and its remoteness from market, which made it necessary that its exports should bear a high ratio of value to their bulk, encouraged the formation of large sheep runs and grazing estates. New Zealand, like Mexican California and Australia, was forced to pass through a stage of almost exclusive pastoral industry. The conditions of our own Indian Territory, with its cattle leases and squaw-men settlers, together with the conditions of Texas or Wyoming, with their illegal fencing of public land and hostility to the small rancher, appeared with such unessential variation as colonial conditions suggested. But New Zealand is a comparatively small country, whose inhabitants are accustomed to live a life with a liberal margin and are not contented to cultivate garden patches. Their land hunger was therefore the keener and the more impatient of stint, pressure for land was the sooner felt, and the large estates so recently acquired—and sometimes so questionably—were looked upon with a hostility likely at any time to lead to radical action. They hampered public improvements, created great solitary tracts in the midst of settled country, usurped land that would be more remunerative in crop than in pasture, excluded the public from water ways, and, as a writer of the colony says, "afforded more food for reflection than for consumption." In 1891 there were nearly 10,500,000 acres in holdings of 5,000 acres or over, and of these holdings 31 contained 2,602,000 acres.

Furthermore this absorption of so large a part of the former public domain by a few persons or corporations created concern for the land that still remained in the hands of the government. This was considerable in amount, but a large portion was in the heavily wooded and broken country of the North Island, where clearing was expensive and roads could be made only at great cost and with considerable delay. A major part of the public domain was not surveyed or available for

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immediate settlement. In short, a generation of intending agriculturists had grown up only to face a land corner.

These conditions seem to account for the genesis of the radical party in New Zealand. But some of the earliest agrarian legislation was at the hands of a conservative cabinet. The land question differentiated itself into (*a*) a question of taxation, (*b*) a policy of public land administration, (*c*) a policy of "bursting up" large estates. Two offshoots of this question appear in the government loans to settlers and the village settlements acts.

Taxation reform was attempted by the liberal ministry in the late seventies, but the conservative ministry, faced by deficits and depression, established a real and personal property tax of 1d. per pound (4⅙ mills per dollar) which remained in force until 1891. This was, therefore, the first question to which the Progressive party addressed itself. The real property tax was abolished and in its place a tax was laid upon unimproved value of land. There is no tax upon improvements or live stock, and a mortgagor is taxed only upon the equity in his property. The mortgagee pays the land tax upon the value of the face of the mortgage. If the net value of land and mortgages does not exceed £1,500 ($7,300) an exemption of £500 ($2,433) is allowed, and owners of land valued at less than £500 ($2,433) have no land tax to pay; but for every £2 ($9.73) by which the net value exceeds £1,500 ($7,300) the exemption is reduced by £1 ($4.87), so that when the value reaches £2,500 ($12,166) there is no exemption. The ordinary tax upon land and mortgages is 1d. per pound (4⅙ mills per dollar). In addition to the ordinary tax, there is a graduated land tax on all land having an unimproved value of £5,000 ($24,333) or over. This varies from ⅛d. per pound (½ mill per dollar) on a value of £5,000 or under £10,000 ($24,333 to $48,665) to 2d. per pound (8⅓ mills per dollar) on a value of £210,000 ($1,021,965) or over. Thus the holders of the largest areas pay altogether 3d. per pound (1¼ cents per dollar), while the small farmers who own less than £500 ($2,433) worth of land pay nothing.

The personal-property tax was also abolished and in its stead a graduated income tax was established, from which persons receiving less than £300 ($1,460) are exempt. The rate is 6d. per pound (2½ cents per dollar) on the first taxable £1,000 ($4,867) and 1s. per pound (5 cents per dollar) on every additional pound, except in the case of public companies, which pay 1s. per pound (5 cents per dollar) on the whole sum. In this way taxation has been used to discourage the accumulation of large fortunes, and especially to check the formation of large landed estates.

The conservative party had already attacked the question of public land tenure. There was an old-established system of pastoral leases, founded to some extent upon Australian precedents, with a 21-year revaluation; but agricultural land was mostly freehold. In 1882,

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however, the cabinet secured the adoption of a measure by which the authorities were permitted to lease crop lands in areas of not over 640 acres, and grazing lands in larger tracts, at an annual rental of 5 per cent of the prairie (unimproved) value, with revaluation at the end of the first 30 years and every 21-year period thereafter. So the Progressives found three classes of holdings—freeholds, pastoral leaseholds, and crown leaseholds—when they came into power. Pastoral leaseholds are no longer a subject of keen interest to the New Zealander, but he is still fighting hotly over the respective merits of the freehold and the crown-lease systems. The latter has been modified, however, by the present government. Under the existing laws crown tenants are given a lease in perpetuity, without revaluations, at an annual rental of 4 per cent of the prairie value. There is also a lease with a purchasing clause, at 5 per cent of prairie value rental, which can be converted into a freehold or a lease in perpetuity at the option of the holder. The third and final form of tenure is the freehold upon cash payment. Judging from the land records of the past year, the lease with purchasing clause is the most popular form of tenure with settlers.

The policy of reappropriating large estates became effective with the Progressive government. This was largely through an accident. The procedure in New Zealand is not essentially more radical or more of an invasion of vested interests than that by which the British Government proposes to transfer the land of Ireland to its tenants. Under the law then in force the government must purchase at its assessed valuation an estate whose assessment was protested, or else reduce the valuation. The assessment of the Cheviot estate in Middle Island was thus protested, the margin of valuation in dispute being nearly $219,000, and the government purchased. The tract was subdivided and leased, so that the government derived an annual profit from the transaction, in excess of rentals over and above the interest upon the securities issued to pay for the property. As a result, the following year, in 1894, an act was passed giving the government power to condemn and purchase private estates for subdivision and settlement. The proprietor has a right to retain his home and a reasonable area of land surrounding it. This law superseded an act passed two years previously granting similar powers without the compulsory sale clause. Up to March 31, 1902, the government had acquired 107 estates, containing 448,349 acres, at a cost of over $10,300,000. The purchase money has been raised upon public securities. During the same period the government derived a profit from excess of rentals over interest of nearly $435,000. But the effects of this and the other legislation mentioned have not been as yet to revolutionize the size of land holdings in the colony. There are still 9,571,246 acres occupied by 103 persons, and 20,961,861 acres are

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occupied by 895 persons. In Canterbury, the most fertile province of the islands, about half the occupied land is held by 60 persons, in holdings of over 20,000 acres.

Under the same act the public authorities may acquire by compulsory purchase not more than 100 acres a year in any town having a population of 15,000 or over, or within 15 miles of the borders of such a town, for workingmen's homes. This land is allotted to workingmen in tracts of not over 5 acres, and assistance is given the purchasers to build dwelling houses. Eight such properties were bought and subdivided during the last fiscal year.

The Government Advances to Settlers Act was a law passed to relieve conditions somewhat similar to those prevailing in the Western prairie States during the depression of 1893. Farms were heavily mortgaged at high rates of interest, and the price of farm produce was low. The revolt against these conditions that took the form of free silver and other cheap-money agitation in America manifested itself as a low-interest demand in New Zealand. The colony did not coin its own money and could not manipulate the ratio of the precious metals as a measure of agrarian relief, but its citizens were practically familiar with the recourse of public borrowing. Therefore an act was passed in 1894 providing for a public loan of three millions sterling, or nearly $15,000,000, to be reloaned to farmers and urban real-estate owners and leaseholders, at low rates of interest, upon first-mortgage security. A provision for repayment in installments, at the option of the borrower when making the loan, is also incorporated in the act. The government pays not to exceed 4 per cent for the money it borrows, and reloans it at 5 per cent, with a reduction of ½ per cent for prompt interest payment. Up to March 31, 1902, the government had loaned under this act between $18,000,000 and $19,000,000 to over 11,000 settlers. In addition to these loans, the government life insurance department and the public trustee, who administers estates of deceased persons where other provision is not made, invest large sums in farm mortgages. As a result interest rates in such investments have fallen greatly during the last decade. In 1894 nearly half the mortgages registered in the colony bore 7 per cent interest or over; in 1902 considerably over half bore interest at a rate not exceeding 5 per cent. This fact was recognized at the last session of parliament by reducing the mortgage tax one-fourth.

The Village Settlements Act amounts practically to assigning settlers town-site allotments of an acre each, with adjacent farm holdings of 100 acres, under a system not unlike that worked out by our own land officials in recent reservation openings. This and other offshoots of the land policy do not promise to become important in the economic history of the colony. The law just mentioned has been in operation

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under different forms for a number of years, and on March 31, 1902, there were but 2,019 settlers under the act, who held a total of 42,043 acres.

The distinctive features of the Progressive land policy will doubtless continue to be, as at present, the graduated land tax, leasehold tenure of public lands, with the implied retention of government rights in the property thus conditionally alienated, and the compulsory purchase and subdivision of large estates in the interest of the small settler.

The body of legislation just described is supposed to protect the agriculturist of small means from exploitation by the capitalist. A parallel series of enactments has been devised for the purpose of securing the same results for the nonlandholding wage-earner. But before considering the labor laws, certain acts not classified under either of these heads ought to be mentioned. They relate chiefly to the franchise. The first of them precedes, and in fact partly accounts for, the dominance of the Progressive party. It was a law passed in 1889, in response to the "one man, one vote" agitation, and deprived electors of the privilege which they previously held as property holders of voting in more than one precinct. The second, which became a law in 1893, granted the franchise to women on the same terms as to men. The third and last, passed in 1896, abolished finally all nonresidential or property privileges of voters, and established, except for the woman-suffrage addition, practically the same conditions as generally obtain in the United States. The municipal franchise is still subject to limitations. The terms of members of the upper house of parliament, formerly for life, have been limited to seven years; but this chamber has not yet been made an elective body.

The labor question did not attain prominence in New Zealand politics until about the time the present party came into power. There had been a few orthodox labor laws placed upon the statute books in earlier years. In 1873 an act was passed preventing the employment of women and children in factories for more than eight hours a day. Five years later a trade-union act was passed, providing for the registration of these bodies and the responsibility of their officers, evidently with the beneficiary rather than the militant functions of unionism in view. It was not until 1894 that the old labor-conspiracy laws were legally abolished. Up to that time labor statutes dating back to Elizabeth and George I remained nominally in force. An employers' liability law was enacted in 1882. All these statutes have been repealed, amended, or superseded by subsequent legislation.

Meantime there had been forces at work favorable to a rapid advance along labor lines. English trade unionism and a certain social idealism from America seem to have influenced this movement. Doctrinaire socialism is even at the present time practically unknown in New

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Zealand. Karl Marx and his school have not influenced colonial workingmen or their leaders. The ex cathedra socialists are unfamiliar to the great mass of labor workers and voters, and where known of are distrusted. A principal officer of the socialist party said: "There has been no study of Marx. He has had absolutely no influence—is practically unknown, I may say, among New Zealand socialists. Doctrinaire socialism has had no influence whatever upon the development of practical socialism in this colony." A former member of parliament, representing the labor party, said: "Bellamy influenced the emotional part of the community greatly. Henry George, who was in the colony, also helped along the sentiment toward taxing unimproved values." The term "unearned increment" often occurs in reports of speeches made at labor meetings, and there is at least one enthusiastic single-taxer supporting the government in the coming parliament. The American Knights of Labor have also contributed their mite to the doctrines of the reform party. Assemblies of this organization were formed in New Zealand during 1888 and the years immediately following, and the order attained a maximum membership of about 5,000. Even now it is not entirely extinct in the colony. Its political influence was greater than its numbers. Mr. Ballance, the first Progressive premier, and Mr. Mackenzie, the land minister, who brought in most of the agrarian legislation of that party, were members of the Knights, and the platform of that society is to be found recorded entire in the parliamentary debates. However, it was probably not so much the originality of its suggestions as the fact that the American order represented an organized propaganda of views with which they were already in sympathy that found it favor among the colonial leaders. The reform movement has been essentially, so far as it aims at labor and property legislation, trade union in its principles. The difference between this practical, experimental, Anglo-Saxon socialism and that of the German and other social theorists is well set forth by the minister who introduced much of the novel labor legislation now upon the New Zealand statute books:

They [the Progressives] vote for laws to check speculation in land, or the further selling of crown lands, not as steps in a socialistic process conducting to state ownership, but because bitter experience has taught them that free trade in land means land monopoly, and that land monopoly congests cities and stops progress. They support compulsory arbitration and other regulating labor laws, not as steps toward placing the instruments of production under state control, but in order that workers may obtain, by peaceful and regular methods, a little more than a living wage, and the barbarism of strike and lockout be abolished. The cheap-money laws are passed not to begin the abolition of private money lending, but to provide the tillers of the soil with capital at more reasonable rates than the loan company, the lawyer, and the commission agent have hitherto charged him. Progressive taxes are laid not as a foretaste of the confiscation of

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riches, but to make wealth bear its fair share of public burdens, and to stimulate the subdivision of large holdings. Governmental as he is, the labor politician is at heart more of a trade unionist than a conscious socialist. * * * He accepts the wages system, rent and interest, private ownership, private enterprise. * * * The steady support which he gives to land laws the object of which is to create peasant proprietors, the votes which he gives for land taxes from which small holdings are exempt, would startle German socialists and American single-taxers.

While this is substantially true, especially of the attitude of the liberal as opposed to the radical wing of the Progressive party, it must be taken with some reservations if applied to the organized worker so far as he is represented by his spokesmen at the meetings and conferences of the unions. In relation to land the workingmen are opposed to freehold tenure, and desire that periodical revaluations of the land held by crown tenants be made and the land tax be increased. This all looks toward the ultimate nationalization of land, and that principle has been reaffirmed repeatedly at their meetings. At the colonial conference of trades and labor councils in 1902 resolutions were unanimously adopted calling for "nationalizing the milling, baking, and other industries;" "for nationalizing the oil and mineral wealth and carrying trade of the colony;" for "instituting the nationalization of coal mines;" for the municipalization of street railways, gas, electric lighting, baths, lecture halls, and places of amusement; for the establishment of a State bank with sole right of note issue; for State fire insurance; for establishing State tailoring and boot shops, and ammunition and saddlery works, for supplying the public service. A State coal mine is now being developed, and an officer of the government seriously proposed placing the merchant marine under public control.

There appear to have been two immediate causes for the success of the Progressive party in 1890 and for its strong pro-labor tendencies. The first and less important politically was an investigation of labor conditions in the four principal cities of the colony, made by a government commission in 1890, as a result of a series of articles that appeared in the Otago Times of the previous year, disclosing the fact of undercutting and sweating among some classes of employees in Dunedin. In the testimony gathered by this "sweating commission" are found many suggestions, including evidence in favor of compulsory arbitration, that were embodied in the later labor laws. Much more important, however, were the effects of the Australasian maritime strike of 1890. The great docking strike in London the previous year, which was managed by the English labor leader, John Burns, had attracted much attention and sympathy in Australasia, and assistance was sent to the struggling workers in the home country by many colonials who were property owners and in no way directly associated with the working classes. In New Zealand and Australia the maritime trades were at this time strongly organized and closely affiliated.

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The shipping and longshore occupations were fully unionized, and the laborers were so strong financially that in a previous dispute they had chartered ships to run in competition with the older lines in order to enforce their demands. The strike of 1890 started in Australia, and for a time New Zealand was kept free from the movement. When the New Zealand unions finally went out, it was as a result of an incident that occurred in an Australian port, and the strike, always looked upon as sympathetic, did not have the support of the New Zealand public. An attempt made by the strikers to involve the government railway employees, which was met successfully by most energetic measures on the part of the public authorities, still further alienated public opinion. Men from all callings and conditions of life volunteered to help move the merchandise congested in the ports, and the strike collapsed completely in both countries, to the utter prostration of unionism in New Zealand for the time being. Organized workmen lost faith in strikes as a remedy for their troubles, and acting under the suggestion of the recently extended franchise and the hints of the liberal leaders who had sympathized with them in defeat, formed a coalition with the political minority and brought the Ballance ministry into power.

With the predisposition of public sentiment toward radical legislation already described, and this immediate dependence upon the newly organized workingmen's vote for political control, the program of the new party was clearly determined. The land question was dealt with in the manner previously described. The equally pressing labor question was met as promptly. The first year of the new ministry saw three labor laws placed on the statute books—a factory act, a truck act, and an amendment to the employer's liability act of 1882. The following year saw the introduction of the workingmen's lien, and the year after a law was passed for protecting wages in case of the insolvency of a contractor or employer, and to secure the weekly payment of wages. In 1894, after repeated defeats in the upper house, the compulsory conciliation and arbitration act became a law. Numerous amending and consolidating acts and laws of relatively minor importance have since been placed upon the statute books. In 1900 a workers' compensation for accidents law, somewhat more comprehensive than the English statute upon which it is modeled, was enacted. Closely related to labor legislation is the old age pension law of 1898.

It is hardly necessary to trace the history of the different acts through all their different amendments until the present time. A synopsis of the existing laws is given in a separate chapter, and the development of the compulsory arbitration act is described more fully elsewhere. The tendency of each successive measure has been to define more clearly and to secure more stringently certain rights and privileges of the workingman. There has been thus far no reaction from the policy instituted in 1891.

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STATISTICS.

The present ministry has been favored during its decade of power by a constantly rising tide of industrial and agricultural prosperity. This has been emphasized by its contrast with the immediately preceding period of acute depression. Not only has New Zealand benefited by the world-wide cycle of rising prices which has characterized the border years of the two centuries, but it has been favored by certain special conditions affecting peculiarly its own resources and industries. The perfecting of cold-storage processes has enabled the colony to build up a great dairy industry and extend its frozen-meat trade with the mother country. The former development especially has worked a beneficent revolution in the conditions of rural life in the islands. The South African war created a ready and exceedingly profitable market for New Zealand's meats and agricultural products, and more than doubled the price of oats, the principal grain raised in her southern provinces. The series of drought years in Australia not only eliminated one of her chief competitors during a most profitable period of trade, but created a new market for many products and extended the demand for others at her very doors. The wasted flocks of New South Wales and Queensland can supply neither meat nor wool in quantities sufficient to depress the market for some time to come. All these factors must be counted in any analysis of New Zealand's statistics for the past ten years.

There has also been an artificial stimulation of local prosperity, due to the extensive borrowing of the government for expenditure upon public works and cheap loans to settlers. Low interest rates have encouraged building improvements and the free circulation of capital has made it easy to engage in new business enterprises. During the last five years the government has spent over $43,000,000 of borrowed money upon public works. Much of this has been used to pay for labor upon roads, bridges, and railways, and has found its way immediately into local circulation. This has naturally constituted a second condition, in addition to profitable markets, favorable to business prosperity.

New Zealand has been fortunate in the sources from which it has drawn its population. Less than 3 per cent of the people, excluding Maoris, come from countries where English is not the mother tongue, and a vast majority of those born outside the colony come from Great Britain itself. The policy of assisted immigration is in part responsible for this, and the remoteness of the country from ordinary routes of travel and its almost exclusive trade connection with England and America have contributed to maintain the preponderance of Britons among those coming to the islands. The population statistics for the last five census enumerations are as follows:

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POPULATION AT EACH 5-YEAR PERIOD, 1881 TO 1901.

Year.	Males.	Females.	Total.	Per cent of—			Maoris.
				New Zealand born.	British born.	Foreign born.	
1881	269,605	220,328	489,933	45.60	50.19	4.21	44,097
1886	312,221	266,261	578,482	51.89	44.09	4.02	41,969
1891	332,877	293,781	626,658	58.61	38.32	3.07	41,993
1896	371,415	331,945	703,360	62.85	34.25	2.90	39,854
1901	405,992	366,727	772,719	66.83	30.60	2.57	43,143

The estimated population on March 31, 1903, was 430,484 males and 384,358 females, a total of 814,842 white inhabitants.

During the depression in the late eighties there was an excess of departures over arrivals in the colony. Work was scarce and land difficult to obtain, so there resulted the somewhat novel condition of the sons of a young country endowed with abundant natural resources leaving her shores to seek employment and opportunities for home building in other lands. The following table shows the arrivals and departures by five-year periods:

ARRIVALS AND DEPARTURES BY 5-YEAR PERIODS, 1886 to 1901.

Five years ending—	Arrivals.	Departures.	Excess of arrivals.	Excess of departures.	Assisted immigrants.
1886	82,481	54,074	28,407	....	12,505
1891	72,146	85,110	....	12,964	2,050
1896	108,592	88,602	19,990	....	....
1901	99,113	80,450	18,663	....	....

During the three months ending March 31, 1903, the arrivals numbered 15,100 and the departures 8,187, an excess of arrivals over departures of 6,913. This relatively large excess of arrivals is due in part to an influx of Australian workmen driven from home by the stress of recent droughts. Since 1890 assisted immigration, while not wholly discontinued, has played an unimportant part in population movement. The policy of encouraging immigration with public funds is not favored by the labor party.

The census statistics show an increase in the proportion of the population engaged in gainful occupations during the last ten years. The figures are as follows:

NUMBER AND PER CENT OF POPULATION ENGAGED IN GAINFUL OCCUPATIONS AT EACH 5-YEAR PERIOD, 1891 TO 1901.

Year.	Males.	Females.	Total.	Per cent of total population.
1891	207,346	45,417	252,763	40.3
1896	239,862	53,070	292,932	41.6
1901	274,559	65,671	340,230	44.0

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This table includes among those reported as engaged in gainful occupations persons temporarily unemployed, but regularly dependent upon some trade or calling for their support. The distribution according to employment relations is as follows:

MALES AND FEMALES ENGAGED IN GAINFUL OCCUPATIONS, BY STATUS OF EMPLOYMENT, AT EACH 5-YEAR PERIOD, 1891 TO 1901.

Status of employment.	Males.			Females.		
	1891.	1896.	1901.	1891.	1896.	1901.
Employers	24,842	28,818	34,002	1,391	1,627	2,010
Independent workers	30,288	42,599	47,317	3,204	5,731	8,750
Wage-earners	120,476	132,727	166,432	27,945	37,168	48,088
Unemployed	....	14,759	8,467	....	2,637	1,359
Relatives assisting	31,740	20,959	18,341	12,877	5,907	5,464
Total	207,346	239,862	274,559	45,417	53,070	65,671

PER CENT OF MALES AND FEMALES ENGAGED IN GAINFUL OCCUPATIONS, BY STATUS OF EMPLOYMENT, AT EACH 5-YEAR PERIOD, 1891 TO 1901.

Status of employment	Males.			Females.		
	1891.	1896.	1901.	1891.	1896.	1901.
Employers	11.98	12.02	12.39	3.06	3.06	3.06
Independent workers	14.61	17.76	17.23	7.06	10.80	13.32
Wage-earners	58.10	55.33	60.62	61.53	70.04	73.23
Unemployed	....	6.15	3.08	....	4.97	2.07
Relatives assisting	15.31	8.74	6.68	28.35	11.13	8.32
Total	100.00	100.00	100.00	100.00	100.00	100.00

No unemployment statistics were gathered in connection with the census of 1891, those not working being classified under the occupation which they reported as their customary vocation. The last three enumerations differ from those preceding in the system of classifying employments. This is due to New Zealand's adopting the uniform occupation schedules recommended by the 1890 conference of Australasian statisticians. For that reason comparative occupation tables do not include figures from previous enumerations. The decrease during the last five years in the percentages of unemployed and persons classified as relatives assisting, or in the nonwage-earning portion of the working population, is significant of the growing prosperity of the colony.

Those engaged in gainful occupations are distributed by vocations as follows:

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NUMBER AND PER CENT OF PERSONS ENGAGED IN EACH KIND OF OCCUPATION AT EACH 5-YEAR PERIOD, 1891 TO 1901.

Occupation.	Number.			Per cent of total population.		
	1891.	1896.	1901.	1891.	1896.	1901.
Professional	15,821	19,246	23,509	2.52	2.74	3.04
Domestic service	24,928	28,810	34,394	3.98	4.10	4.45
Commercial:						
Property and finance	3,756	4,460	5,631	.60	.64	.72
Trade	22,992	28,067	33,438	3.67	3.99	4.31
Storage	1,035	916	868	.17	.13	.10
Transportation and communication	15,413	16,937	21,750	2.46	2.41	2.82
Industrial	70,521	81,814	101,184	11.25	11.63	13.10
Primary production:						
Agriculture	59,058	73,221	67,812	9.42	10.41	8.78
Grazing	9,549	10,079	21,410	1.52	1.43	2.77
Mining	16,929	18,590	17,816	2.70	2.64	2.31
Unclassified	5,010	4,240	4,883	.80	.60	.63
Indefinite	7,751	6,552	7,535	1.24	.93	.98
Total	252,763	292,932	340,230	40.33	41.65	44.01

The figures indicate a gradual increase in secondary as contrasted with primary producers. Evidently in 1901 many farmers who had been rated as agriculturists in the previous enumeration were returned as graziers. With the extension of the frozen-meat industry and the rearing of sheep for butchering rather than for shearing, the tendency is to reduce the size of flocks, but to increase their number, thus extending the pastoral industries among the small farmers, who turn their root crops into mutton before marketing. The most notable increase is among those engaged in industrial pursuits. They outnumbered the farmers and graziers by 1,914 in 1891 and by 11,962 ten years later. Mining is evidently not extending as an occupation, though production has increased during the last decade. The slow but steady growth in the relative number of persons engaged in the professions and domestic service indicates a gradual transition from the conditions of a pioneer community to those of an older country.

The number of wage-earners and of unemployed in the occupations named at the time of the last two enumerations is given in the following table:

WAGE-EARNERS AND UNEMPLOYED, BY KIND OF OCCUPATION AND SEX, 1896 AND 1901.

Occupation.	Wage-earners.				Unemployed.			
	Male.		Female.		Male.		Female.	
	1896.	1901.	1896.	1901.	1896.	1901.	1896.	1901.
Professional	8,763	10,975	5,429	6,576	321	311	341	312
Domestic service	3,470	3,995	19,711	24,369	245	164	1,424	557
Commercial:								
Property and finance	2,287	2,818	15	45	63	43	....	2
Trade	14,746	18,384	1,646	3,162	1,214	708	66	101
Storage	751	807	....	5	63	34	....	....
Transportation and communication	13,929	18,230	298	464	905	642	9	10
Industrial	47,973	66,290	9,887	13,186	7,846	3,508	750	377
Primary production:								
Agriculture	22,936	23,192	79	157	2,174	890	....	....
Grazing	6,787	8,897	91	121	537	191	2	....
Mining	7,416	9,503	....	1	935	695	....	....
Unclassified	3,183	3,340	....	2	270	93	....	....
Indefinite	486	1	12	....	186	1,188	45	....
Total	132,727	166,432	37,168	48,088	14,759	8,467	2,637	1,359

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Comparing the above with the preceding table, it is noticeable that while the total number engaged in mining decreased during the 5-year period, the number of wage-earners in that industry showed substantial gains. The proportion of wage-earners in agriculture and grazing is also increasing, but here the change is not so marked and may be accounted for by statistical rather than by industrial variations. The principal fact shown in the table is the uniform decrease of unemployment in all the occupations enumerated. This fact becomes especially prominent if relative rather than absolute unemployment be considered.

Statistics similar to those just quoted, but confined to representative groups of trades, give the following table:

WAGE-EARNERS AND UNEMPLOYED, BY GROUPS OF OCCUPATIONS AND SEX, 1896 AND 1901.

Group of occupations.	Wage-earners.				Unemployed.			
	Males.		Females.		Males.		Females.	
	1896.	1901.	1896.	1901.	1896.	1901.	1896.	1901.
Building trades	7,217	10,991	3	9	1,205	676		
Clothing trades	4,112	4,015	8,224	10,407	299	219	719	330
Leather trades	1,107	1,562	7	24	82	43		
Meat and dairy trades	1,293	2,394	13	36	28	39		
Metal workers	3,282	4,974		6	367	281		
Miners (coal)	1,347	2,025		1	110	68		
Miners (gold)	5,526	6,375			737	523		
Printing trades	1,913	2,211	271	511	249	85	6	15

The figures sufficiently indicate the present prosperity of the building trades. The relatively large unemployment in the printing trades in 1896 was due in part to the recent introduction of typesetting machinery in the larger offices. A most notable fact is that during the five years in question the number of creamery and meat freezing and preserving operatives nearly doubled. It is apparent, however, that the factory side of these industries will remain relatively unimportant from the employing standpoint. Nearly six out of seven of the workmen engaged in the building trades are carpenters, and the proportion of blacksmiths among the metal workers is still larger.

Official statistics show a rapid expansion of the manufacturing industries of the colony during the past decade. The following figures are compiled from the census returns. There is a difference between these figures and those reported by the labor department, because the statistics of the latter are made to conform with the legal definition of a factory, as any place, except buildings in process of erection, where two or more persons are employed in a handicraft or manufacturing operation. The definition of a factory used by the census officials is not given, but it includes less than the one adopted by the labor department and affords more satisfactory comparison with the statis-

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tics of other countries. The first table gives data showing the increase of manufacturing industries during the last decade.

STATISTICS OF MANUFACTURING INDUSTRIES AT EACH 5-YEAR PERIOD, 1891 TO 1901.

Items.	1891.	1896.	1901.	Increase between—	
				1891 and 1896.	1896 and 1901.
Establishments	2,254	2,459	3,163	205	704
Hands employed	25,633	27,389	41,726	1,756	14,337
Wages paid	$8,801,747	$9,283,296	$15,079,147	$481,549	$5,795,851
Horsepower	21,696	28,096	39,052	6,400	10,956
Capital in land	$6,261,896	$5,177,902	$8,337,551	[a]$1,083,994	$3,159,649
Capital in building	$7,221,409	$8,482,665	$11,775,971	$1,261,256	$3,293,306
Capital in machinery	$12,123,371	$14,545,750	$18,622,022	$2,422,379	$4,076,272
Total capital	$25,606,676	$28,206,317	$38,735,544	$2,599,641	$10,529,227
Value of product	$42,697,878	$46,471,960	$83,417,402	$3,774,082	$36,945,442

[a] Decrease.

During the decade the average number of hands in each factory increased from 11 to 13, and the horsepower employed per hand from 0.85 to 0.94. The horsepower per inhabitant is about 0.05. In the United States, excluding electric-power plants and places employing less than 1½ horsepower, the figure is 0.13. The average annual wages of factory operatives rose from $343.38 to $361.38 during the ten-year period. This increase of 5.2 per cent in wages hardly compensates for the accompanying rise in prices.([a]) Meantime the value of product per operative rose from $1,666 to nearly $2,000 per annum, an increase of 20 per cent, and the amount of capital employed per operative fell from about $1,000 to $928, a decrease of 7.2 per cent. While suggestive, these figures indicate very little as to the relative profit drawn by the manufacturer and his workmen from the period of expansion still in progress; for the greater value of product for each employee may represent in large part the return of capital previously invested by the employer in raw material. But the inference is that there has been nothing in the economic condition of the colony seriously unfavorable to factory employers as a class during the ten years in question.

[a] In 1900 the average annual earnings of operatives in the industries of Massachusetts were $439.57, an increase of 2.8 per cent over the previous year. The average annual earnings of all operatives in all manufacturing industries in Ohio for the same year were $447.02. These annual earnings are, respectively, 21.6 per cent and 23.7 per cent higher than those of New Zealand operatives. The average cost of workingmen's board in Ohio, according to the report of the State bureau of labor statistics, is about 30 per cent less than the cost in New Zealand. The New Zealand factories work 1 to 1½ hours a day less than the American.

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The following table gives more detailed statistics of the 10 principal manufactures of New Zealand:

STATISTICS OF 10 PRINCIPAL MANUFACTURES, BY 5-YEAR PERIODS, 1891 TO 1901.

Industries.	Establishments.			Operatives.		
	1891.	1896.	1901.	1891.	1896.	1901.
Meat freezing and preserving (a)	76	94	101	1,652	2,158	2,554
Tanning and wool scouring (b)	104	117	119	1,196	1,629	1,963
Creameries (a)	74	170	247	269	576	1,188
Sawmills	243	299	334	3,266	4,059	6,812
Clothing and boot factories (c)	82	107	160	3,345	4,479	5,325
Printing (d)	142	154	188	2,569	2,351	3,134
Flour mills	129	90	78	499	419	515
Breweries	129	116	107	563	560	827
Foundries and machine shops	79	90	111	1,787	1,642	3,590
Woolen mills	8	9	10	1,175	1,416	1,693

Industries.	Wages.			Value of product.		
	1891.	1896.	1901.	1891.	1896.	1901.
Meat freezing and preserving (a)	$706,397	$907,412	$1,078,562	$7,777,124	$8,329,175	$15,062,849
Tanning and wool scouring (b)	449,869	569,298	775,438	4,994,727	6,021,087	9,188,473
Creameries (a)	72,647	195,424	469,291	734,632	2,439,450	7,470,807
Sawmills	1,322,783	1,572,965	2,500,836	4,053,595	4,374,044	6,174,075
Clothing and boot factories (c)	895,533	1,041,514	1,453,297	2,880,691	3,051,587	4,301,602
Printing (d)	1,042,331	1,052,634	1,385,030	1,725,461	1,893,672	3,427,403
Flour mills	254,927	198,991	240,230	4,826,653	4,256,513	3,323,255
Breweries	305,130	324,717	479,662	1,853,402	2,038,236	3,208,474
Foundries and machine shops	765,364	631,492	1,495,033	1,964,290	1,473,649	4,497,478
Woolen mills	384,648	445,864	545,053	1,358,605	1,471,742	1,748,933

a The products of these establishments are not rated as manufactures in export statistics.
b The products of these establishments, except leather, are not rated as manufactures in export statistics.
c Not including tailor or dressmaking shops.
d Not including government printing office.

New Zealand's recent prosperity is fully explained by the growth of her exports. The values of the six principal products and of her total shipments to foreign countries for the five years ending March 31, 1903, are as follows:

VALUE OF SIX PRINCIPAL EXPORTS AND OF TOTAL EXPORTS FOR YEARS ENDING MARCH 31, 1899 TO 1903.

Year ending March 31—	Wool.	Gold.	Frozen meat.	Cheese and butter.	Agricultural produce.	Manufactures.	Total exports.
1899	$22,608,805	$5,259,183	$8,266,967	$2,625,311	$1,998,560	$1,235,142	$50,246,554
1900	21,045,797	7,363,890	10,165,418	3,472,817	4,446,414	1,339,858	57,423,435
1901	23,111,962	7,005,823	10,335,867	4,719,196	5,988,545	2,673,373	63,533,369
1902	18,001,685	8,534,790	10,965,500	5,455,789	7,457,356	2,068,954	61,758,124
1903	19,098,501	9,853,319	15,717,019	8,518,677	5,434,854	3,752,894	70,619,241

There is seen to have been a regular increase in the total value of exports, except in 1901–2, when the falling off is to be accounted for by the lower price of wool. Though the total wool exports that year increased 6,113,593 pounds over the previous year, or 4.34 per cent, the value decreased $5,110,277, or 22.11 per cent. The most notable increase is in the value of butter and cheese shipments, which more than trebled during the five years in question. Phormium, or New Zealand flax, and leather constitute 75 per cent of the manufactures

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sold outside of the country, and are to be classed as partially raw materials. The exports not named in the table, but whose value appears in the total, are of relatively minor importance. Kauri (varnish) gum is the principal item, the annual value of the product being about $2,250,000. It is shipped in large quantities to the United States. Timber to the value of over $1,000,000 is also exported annually. A large part of the increase in the value of agricultural products is to be accounted for by the high prices and ready demand occasioned by the Australian drought and the South African war. It is evident that as long as the New Zealanders are able to sell in outside markets products to the value of nearly $100 per capita per annum and at the same time produce a large share of their own food stuffs and no mean share of their most necessary manufactures, the industrial and economic position of the colony is reasonably secure.

In comparing manufacturing and export statistics attention should be called to an inconsistency in the figures presented. Meat freezing and curing establishments, wool-scouring sheds, and creameries are rated as factories in the official reports, and the values of their products, about $30,000,000 per annum, would be twice counted if we were to rate them as raw materials and to assume that "manufactures" in the last table represented the only portion of the product of "manufacturing establishments," as given in the previous tables, that is exported.

The imports for the year ending March 31, 1902, were valued at $57,511,000, of which $6,887,000 came from the United States.

Since 1890 the net public debt of the colony has increased from $181,432,000 to $252,268,000, but part of this is represented by mortgage and land investments made by the government under the aid to settlers and estate purchasing acts. A large sum has also been spent in public improvements, some of which, like railways, add directly to the income of the government. During the same period the public revenue from all sources has risen, in round numbers, from $22,000,000 to $30,000,000 or relatively more rapidly than the indebtedness. Therefore, while the per capita debt of the colony rose from $293.19 to $319.32 during the five years ending March 31, 1902, the percentage of the revenues absorbed by debt charges, including sinking fund, fell from 34.28 per cent to 29.80 per cent.

About one-half of the colonial revenue is derived from taxation, and approximately 75 per cent of this is raised by customs duties. During the fiscal year ending March 31, 1903, the receipts from customs were $12,374,583. The land tax amounts to about $1,500,000 per annum, of which about $350,000 is derived from the graduated tax. The income tax returns less than $900,000.

The total private deposits in banks of issue and savings banks at the end of 1901, the last year for which figures are available, were estimated at about $110,000,000, or approximately $140 for every white

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inhabitant. The savings deposits were about $35,370,000. Out of every 1,000 white inhabitants of the colony 117 carry life insurance, the average face of each policy being $1,225.67. In 1901 the private wealth per capita was estimated by the registrar-general at $1,418, an increase of $268 in ten years.

In 1900 there were 68 building societies in New Zealand, of which 33 were terminable, with annual receipts amounting to $3,209,000 and total assets of about twice that sum. There were 443 lodges or branches of fraternal and other beneficiary societies, with a total membership of 40,257. Their combined assets were $3,730,000, or about $93 per member.

Cooperative production has been tried in New Zealand in a few instances, but has not been successful. There is a so-called cooperative shoe factory in Auckland, but it is really a profit-sharing institution. In one incorporated coach and automobile factory all of the 23 adult employees were shareholders. Cooperative distribution is fairly common. Between 10 and 20 societies of this sort are doing business in the colony at the present time. A number have failed through giving too generous credit. The word cooperative is used as a trade name by many companies not run on that principle. Sometimes this is a reminiscence of earlier days when they were truly cooperative companies; for there is a tendency for successful institutions of this sort to evolve into regular corporate companies. The Workingmen's Cooperative Society of Christchurch is one of the oldest still running according to its original plan. This company conducts a general mercantile business, and has recently opened a bakery. A majority of the members are wage-earners, though membership is not restricted. The society did a business of about $65,000 last year, paid an average dividend of 6½ per cent, a bonus on wages, and a bonus to nonmembers patronizing the company of 0.4 per cent upon the value of their purchases.

GENERAL CONDITION OF LABOR.

There is no satisfactory source for comparative statistics of wages and retail prices of commodities in New Zealand for a series of years. The department of labor is not empowered to gather direct information relative to wages, cost of living, and similar sociological matters, and the figures it derives from voluntary sources are stated by officers of the department and by labor officials to be only approximately accurate. The department has not considered them sufficiently exact to be reduced to averages. A parallel list of wages and also some general data as to prices are to be found in the Year Book, published by the registrar-general; but these are in the form of maximum and minimum figures for the different provinces, and are not collated or averaged for the whole colony. Material is not at hand, therefore,

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to show the trend of real or even of nominal wages during any particular period. It is generally agreed that nominal wages fell gradually from 1880 to 1895 and that they have risen decidedly since that time. But the latter movement has been accompanied by an equally decided rise in prices, which may have left real wages very nearly where they were previously. Real wages are now lower than in the United States. The census estimates of the average annual wages of male and female factory operatives in 1891, 1896, and 1901 are as follows:

AVERAGE ANNUAL WAGES OF MALE AND FEMALE FACTORY OPERATIVES, 1891, 1896, AND 1901.

Sex.	1891.	1896.	1901.
Males	$366.25	$375.69	$397.59
Females	168.82	145.02	157.19

The decrease in the wages of female operatives is probably due to the larger employment of young girls in textile mills and clothing factories.

An estimate made by the registrar-general gives the average wages of the colony as follows for the years and occupations stated:

AVERAGE WAGES PAID IN CERTAIN OCCUPATIONS, 1874, 1884, AND 1896.

Occupations.	1874.	1884.	1896.
Blacksmiths	$2.62	$2.43	$2.19
Bricklayers	2.80	2.74	2.43
Carpenters	2.62	2.31	2.19
Masons	2.92	2.74	2.49
Painters	....	2.31	2.07
Plumbers	....	2.62	2.35
Laborers	1.70	1.70	1.64

The maximum and minimum wages reported by the same authority show no variations of significance in the last ten years, though it is a matter of common knowledge that the average wage has changed considerably during that period. The following are the maximum and minimum wages reported for 1901 in the occupations indicated. Unless otherwise stated, they are daily wages without board.

MAXIMUM AND MINIMUM DAILY WAGES PAID IN CERTAIN OCCUPATIONS, 1901.

Occupations.	Minimum.	Maximum.	Occupations.	Minimum.	Maximum.
Blacksmiths	$1.70	$2.92	Needlewomen	[a]$0.61	[a]$1.22
Bricklayers	1.95	3.41	Painters	1.70	2.68
Carpenters	1.95	3.04	Plasterers	2.19	3.41
Compositors	1.01	2.92	Plumbers	1.95	3.41
Dressmakers	.41	1.83	Servants	[b]1.95	[b]3.65
Laborers (common)	1.22	2.43	Shearers (sheep)	[c]3.65	[c]4.87
Laborers (farm)	1.22	1.95	Shoemakers	1.46	2.43
Masons	2.19	3.65	Tailors	1.22	3.24
Miners	1.70	2.68			

[a] Lunch provided. [b] Per week, with board. [c] Per 100 sheep.

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The following retail food prices are also taken from the registrar-general's estimates for certain years previous to 1903. Prices for 1903 have been taken from market quotations in May and June and from information given directly by householders and merchants in Auckland and Dunedin.

RETAIL PRICES OF CERTAIN ARTICLES OF FOOD, AT TWO-YEAR PERIODS, 1887 TO 1903.

Article.	Unit.	1887.	1897.	1899.	1901.	1903.
Beef (fresh)	Pound..	$0.07	$0.06	$0.08	$0.08⅛	$0.15
Bread	Pound..	.03½	.03	.02½	.03	.04
Butter (creamery)	Pound..	.24	.16	.20	.20	.22
Cheese (creamery)	Pound..	.11½	.12	.11	.12	.14
Milk (creamery)	Quart...	.06	.06	.06	.06	.08
Mutton (fresh)	Pound..	.05¾	.04	.06⅓	.08	.10
Sugar (granulated)	Pound..	.06	.05	.05⅓	.05⅓	(a)
Tea (English breakfast)	Pound..	.55	.49	.46½	.42½	.40

a Not reported.

In 1893 the secretary of labor attempted to secure statistics of the family expenditures of working people, but the results were unsatisfactory and no subsequent effort has been made to obtain this information. In a compilation of returns from 146 selected schedules the average size of a family was seven, and earnings were grouped into two classes, $486.65 or under and over $486.65 per annum. The distribution of expenditure was then found to be as follows:

AVERAGE EARNINGS AND EXPENSES OF FAMILIES RECEIVING $486.65 OR UNDER AND OVER $486.65 PER ANNUM, 1893.

Items.	Earnings $486.65 or under.	Earnings over $486.65.
Average annual earnings	$392	$795
Rent	76	89
Clothing	54	151
Household expenses	232	376
Miscellaneous (a)	30	55

a Including insurance premiums and building and friendly society fees.

These figures, however, speak of a condition long past in New Zealand. Wages and expenditures of every kind have increased during the decade since they were compiled. Between 1896 and 1901 the per capita expenditure for alcoholic liquors alone increased from $14.56 to $16.66. The annual charges for drunkenness increased from 4,916 in 1896 to 7,319 in 1900.

The question of current wages will be more fully considered under the detailed account of occupations. The recent rise in prices has naturally added to the expense of living in the colony. Contractors estimate that the cost of building has risen nearly 40 per cent in the last five years. It was reported in Wellington that to erect, upon standard plans and specifications regularly used by the department, a school building that had previously cost $1,350 would now cost $2,000.

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Naturally this rise in prices has affected rents. A witness before the "Sweating Commission," in Dunedin in 1890, reported the average rent of workingmen's cottages in that city as $9.73 a month. In 1903 in Christchurch a laborer earning $1.70 a day when employed was paying $13.14 a month for a four-room cottage. In Auckland, where rents are supposed to be considerably lower than in the other cities, the factory inspector reported that a good four-room cottage in a respectable neighborhood could not be rented for less than $9.73 a month. A six or seven room house in the same city, suitable for a well-paid mechanic or a clerk, costs from $19.47 to $24.33 a month. There were small houses advertised in the suburbs for $7.79 and $8.76 a month, but they were not in localities or in a condition to make them desirable.

Commercial rates at hotels average 25 per cent higher than similar accommodations in towns of the same size in the United States. Board in the lumber camps is from $3.65 to $3.89 per week in the Auckland district, and is fairly good, though the quarters are rather rough. Good board is hard to get and quite as expensive in Wellington or Auckland as in New York City. Laborers board for from $3.89 to $4.87 per week. Clerks can get accommodations for a dollar or so a week more, of the hall-bedroom variety, unheated, lighted with a candle, and one towel a week. Students in Philadelphia and Baltimore have about the same accommodations for $6 a week as can be secured for $9.73 a week in Auckland. The United States consul-general in the latter city estimated running household expenses as nearly 40 per cent higher than in San Francisco. That is about the difference in retail prices of provisions in the two cities, though fresh meats are as cheap or cheaper in Auckland than in America. "Chuck steak" brings 8 cents a pound, and good cuts up to twice that sum. But not nearly the same importance is paid to securing choice cuts as in America, and our trade nomenclature is unfamiliar to New Zealand workmen; this accounts in part for the evenness of price in the latter country. Salt meats, bacon, and ham cost about 25 per cent more than in cities of the same size in America, and are inferior to ours. But the New Zealand mutton is better than that generally sold in the United States. There is more variation, also, between the winter and the summer prices of vegetables and dairy products than in America. Eggs were selling in Auckland in June, corresponding to December with us, at 43 cents a dozen. Potatoes cost from 1 cent to 1¼ cents a pound. Onions are about the same. Fresh fruits are exceedingly expensive. Canned goods and most kinds of prepared foods also cost more than with us. Some things range quite double the American price. Dried apples are 16 cents and dried apricots 18 cents a pound; 2-pound cans of apricots, pears, peaches, or other orchard

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fruits sell for 18 cents; salmon is 18 and 20 cents and corned beef 30 cents a can. Quaker oats sell for 30 cents a package. The best white beans bring 5 cents a pound. A 50-pound sack of domestic flour sells for $1.44 in Auckland. The lignite coal used in the same city costs $7.30 a ton delivered. In some of the southern cities, however, an equal quality of fuel can be obtained for $4.87 and $5.84 a ton. Kerosene and gas are naturally more expensive than in America, the former ranging from 83 to 91 cents a tin (4 gallons), and the latter costing $1.22 a thousand feet.

Boots and shoes, small manufactured articles, and household utensils are slightly more expensive than in the United States. For equal quality, ready-made clothing costs about the same as in American cities. The woolens are of local manufacture. Though there are 15 "flock" or shoddy mills in the colony, their product is said not to be woven into local goods,[a] and no evidence of such use was seen in the textile mills visited. It is easier to secure reliable, standard-brand fabrics than in the United States. Dress goods are rather more expensive than with us, and the same is true of underwear and furnishings, though in the latter lines the difference is not material.

The standard of living in the four principal cities does not differ appreciably from that in towns of the same size in the northern States of the Union. Though their over-sea trade gives the New Zealand ports a certain commercial breadth, and the protected local market renders a large variety of small manufacturing industries possible, the general conditions of labor that these places present are more nearly like those prevailing in a prairie town of the Central West, or one of the secondary California cities, than those encountered in an eastern factory town of equal population. The total horsepower employed in New Zealand's factories could be more than supplied by four dynamos in a single Niagara power house. There are no individual establishments or industries that dominate a single locality. One has to hunt to find out what the people are doing in a colonial town. The workmen live in detached cottages in roomy suburbs, and the tenement house and the slum are practically unknown. There is not great elegance in life, not much contrast in the economic condition of the people, but the same abundant material comfort that one meets in the prosaic, but busy railway and commercial towns of the upper Mississippi Valley. The people are more homogeneous than anywhere in America. There is no fringe of unassimilated foreigners on the outskirts of society. But there is also less push and bustle and verve in business, and a greater remoteness from wider world interests, than is found among Americans. A man in the colony seems more inclined to stay in the grade into which he was born. In America, among the personal acquaintances of the writer, is a man high on the judicial bench who

[a] A New Zealand clothing manufacturer disputes this statement.

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worked at a carpenter's bench till he was 35; a successful newspaper man who made barrels in a cooper shop till he had boys of high-school age; a well-known scientist who was a farm laborer till he was nearly 30; a prominent insurance man who began as a section hand on a railroad. This frequent advancement from the bottom to the top of society appears not to be so common in New Zealand. Possibly for this reason there is vastly less individualism and, even in times of prosperity, more real or affected pessimism than among our own industrial classes. A large portion of the working people are still transplanted British workmen, retaining many of their old ideals and traditions and not thrown into active competition with other nationalities or submitted to new industrial methods. In their game the stake is wages; in the States it would be a fortune. All these conditions tend to maintain class feelings and class conservatism among New Zealand workmen that seem Old-World-like to an American. But at the same time contact with broader opportunities, and the absence of clearly defined social stratification in New Zealand, has given the colonial workman a freer manner and a wider outlook than he possessed in the home country. Whether or not this has added to his mechanical efficiency as a producer is disputed, but it certainly has been no disadvantage to him as a man.

The conditions of rural life in New Zealand are not materially different from those in one of our newer States. A northern farmer would notice more external difference—from a car window—in manner of living and agricultural methods during a 24-hour ride into the Gulf Coast country, than he would notice after a voyage of as many days to this colony of another hemisphere. The large estates, the presence of sheep in small farming, and the background of pastoral industry and interests, occupying the same relative position as hard-grain growing with us, would manifest themselves as the most prominent points of diversity. Local government plays a smaller part in the life of a New Zealand farmer than in that of the rural American; but his interest in matters of colonial legislation is intensified by the intimate relation they bear to his own pocket, whether as determining fiscal policy and his relations to foreign and home markets and the tariff he pays on his imports, or as coming still nearer home in the question of land tenures, land tax, and local public improvements.

Agricultural labor has a grievance in New Zealand, which at present it is airing in the newspapers, on account of the contrast between its own condition of work, with long hours, comparatively low pay, and almost no holidays, and the many advantages and privileges secured by urban workmen and skilled mechanics through the arbitration court awards. These laborers are in practically the same condition as the same class of workers in our own country. They rise early and work late, and have Sunday chores, and an unusual stress of toil at busy

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seasons of the year. Their food and lodging are not inferior to those given similar laborers in the newer portions of the Union. A Canadian farm laborer thought he had more comforts in New Zealand than in the Dominion, with the advantage of a milder climate. The pay of farm hands is seldom less than $3.65 or more than $4.87 a week and found. The advantage of the warmer climate is partially counterbalanced by a longer season of heavy work than in the United States. There is also more wet weather, when field labor is disagreeable, especially in the southern provinces. Sheep-ranch hands, or station men as they are locally called, earn about the same wages as agricultural laborers. They are a more nomadic class, as a rule, but with the increasing development of the country many are acquiring small holdings which they work a portion of the year. This is especially true of the shearers, who form a class by themselves, and rank among skilled workmen. They are under an arbitration award in Canterbury district, which provides that they shall receive $3.77 per hundred sheep for machine shearing and $4.06 a hundred for hand shearing, with rations, lodging, grazing for one horse, and similar privileges. A competent shearer steadily employed throughout the season may clear $500 in a single year.

The principal occupations carried on in the country outside of agricultural and pastoral pursuits are lumbering, kauri gum digging, and mining. Sawmill hands are known as timber workers, and are under an award in each district. The minimum, which is about the average wage, varies in different portions of the colony, and ranges from $1.46 a day for ordinary hands up to $1.95 and $2.43 for head sawyers, yard bosses, blacksmiths, machinists, and "saw doctors." This is for 8 hours' work. The last report of the factory inspector shows that 1,039 adults were employed in city and 1,830 in country mills in the colony. In some city establishments joinery and sash and door making are also included. The minimum wage reported for adults was $3.65 a week, and the maximum $20.44. This did not include foremen in the city mills. The total number of employees, including minors, reported in joinery, sash and door making, and sawmilling was 5,107. In some districts the substitution of traction engines for oxen, where river running is not possible, has led to a reduction of the logging force without affecting output. This is because work is more continuous, and wet weather delays do not hamper work to the same extent with steam traction as with animals. The pay of loggers and choppers is not regulated by an award, except that in some instances bullock drivers are allowed a minimum wage of $48.67 a month.

Kauri gum diggers usually work independently, and require a government license if they dig on public lands. They are sometimes grub-staked by speculators and small supply men. The gum is worth nearly $300 a ton, and the profits, while variable, are said to make

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the average gains of the diggers somewhat higher than those of ordinary laborers.

Coal miners work under awards or agreements in all instances, which are adjusted to varying local conditions. Regular miners when paid by time usually earn from $1.95 to $2.56 for a 6-hour shift, and truckers from $1.83 to $2.19, according to the district. Where payment is by the ton or other unit of measurement the net earnings are supposed to be about equal to wages. The highest rates are paid in the Westland district, on the northwest coast of Middle Island, where the best steam coal is obtained and workings are deeper than in some of the newer and less profitable mines.

Gold mining in New Zealand is of a two-fold character. In Otago and some of the southern provinces deposits of gold-bearing river sands are worked by sluices or dredges. The hands are paid under an award which provides for a minimum wage of $1.95 in some districts and $2.43 in others for an 8-hour day. The difference in wages in this case is due to the greater regularity of work in districts where the lower wage is paid. According to the report of the inspector of mines for 1902, the wages actually paid miners in the dredging and hydraulic districts varied from $9.98 to $14.23 a week. Sluicers do not come under an award.

In the quartz mines the lowest minimum wage fixed by the court has been $1.83 for a shift slightly under 8 hours in the Thames district of North Island, while for an 8-hour shift in the Westland district the lowest legal rate of wages is $2.31. The lowest actual wage reported by the mining inspector in this occupation is $8.57 a week; but in districts under awards wages vary from $9.98 to $13.75 a week. It is significant that the pay of ordinary laborers in all quartz-mining districts is reported to be the same as that of miners. Wages in the reducing works vary from $1.95 to $2.43 a day. Mine managers receive from $14.60 to $29.20 a week. Mechanics get from $14.60 to $19.47, and engineers up to $24.33 a week. The cost of living in the mining districts is said to be higher than in the cities.

The government is the largest employer in the transportation business, and, in fact, is the largest employer of labor in the colony. In 1902 it owned 2,235 miles of railway, in the operation of which 8,313 men, or 3.72 men a mile, were employed. There were 207 employees in the administrative, 2,434 in the traffic, 2,765 in the maintenance, and 2,907 in the train department. These employees do not work under an award of the arbitration court, but are subject to a wage schedule fixed by the government, which specifies the range of wages in each class of employment. The average daily wages in the shops are as follows: The highest-paid mechanics—pattern makers, molders, boiler makers, and blacksmiths—$2.43 to $2.56; carpenters and painters, $2.19 to $2.43; ordinary shop hands, $1.70 to $2.19; common laborers, $1.46 to $1.70.

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Daily wages in the operating department are, for 10 hours: Locomotive engineers, $2.43 to $2.92; firemen, $1.83 to $2.19; cleaners, $0.97 to $1.34; conductors (guards), $2.07 to $2.43. Station masters are paid from $633 to $1,217 a year without residence. In the yards, switchmen receive from $1.83 to $2.43 and signalmen $2.07 a day. Section men are paid $1.70 and rail layers $1.83 a day. Electric linemen receive $2.43. There are no night trains and practically no Sunday trains except in suburban service.

The private railways of the colony are unimportant, and have a total mileage of but 88 miles. Electric and other street railways are operated in the four chief cities, usually by companies that have leased the franchise from the municipalities. Dunedin and Wellington have up to the present time operated horse cars as municipal enterprises, but a change to electric traction is under way in both cities. There are in addition three private cable lines in Dunedin, a city whose topography renders this kind of traction advisable. Wellington and Dunedin are under awards fixing the minimum (average) wages of horse-car drivers at $10.95 a week for 52 hours' work. The Wellington conductors begin at $7.30 a week and receive four quarterly increases until a wage of $9.73 a week is reached. Dunedin cable gripmen and motormen on one line are paid at the rate of 24 cents an hour, while on the other two lines they receive $11.78 a week. The awards allow 30 cents an hour overtime, for more than 104 hours' work in a fortnight. Chief conductors are paid $14.60 a week, and other conductors $10.22 a week. According to the remarks of the president of the arbitration court, private lines pay their employees better wages than the municipalities.

Seamen have hitherto worked under different awards in each district. The time is for 4-hour watches, with 4 hours off. Ordinary labor is allowed only in two watches. Firemen have 4 hours on with 8 hours off. In port, seamen work 8 hours, which must be between 7 a. m. and 5 p. m. Minimum wages under the award are practically the uniform wages paid. They vary from $17.03 and $19.47 a month for second-class ordinary seamen to $31.63 and $34.07 a month for able seamen. Firemen receive $41.37 and $43.80 a month.

Longshoremen are paid the minimum wage established by their various awards in Wellington, Canterbury, Dunedin, and the Westland district, all of which fix an 8-hour day with extra pay for overtime. Except for harbor board work in Wellington, which pays 2 cents an hour less, the usual rate is 30 cents an hour for ordinary cargo and 49 cents for overtime. For coaling and freezing-chamber work the wage is 37 cents an hour. In the Westland mining district the latter is the regular wage for all wharf and stevedore work.

In the building trades it is more difficult to ascertain the average or usual wages from an inspection of the awards. But even here the

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variations are not considerable. Out of 372 carpenters employed in Wellington at the time the last award was given in that trade, only 9 were receiving more than the minimum wage of 33 cents an hour established by the court. Where conditions of rural employment are taken into consideration by the court in fixing an award for a district, there are sometimes greater differences between the legal minimum and the highest wages paid. The Otago award fixes the wages of journeymen painters at 30 cents an hour for an 8-hour day, but wages in Dunedin were said to run as high as 43 cents an hour and to be customarily above the award minimum. In Christchurch the bricklayers have formed no union. They are satisfied with their present wages of from $3.16 to $3.65 a day. The award wages of plumbers and gasfitters vary from 28 to 32 cents an hour in different cities. The highest wage actually paid in Christchurch is $3.10, for an 8-hour day. In the same city the award gives journeymen plasterers 33 cents an hour for an 8-hour day, with a Saturday half holiday. This half holiday is usual in all building trades awards and means that overtime rates must be paid for work on Saturday afternoons.

Most of the construction of the colony is of frame, though there are substantial slow-burning brick and stone buildings in the principal towns. Steel structural work and "sky scrapers" are unknown. Brick walls having a street exposure are usually surfaced with cement. Workmanship appears to be up to good provincial town standards; but plumbing, though secure and reasonably sanitary, lacks finish and sightliness. Domestic architecture, especially in Middle Island, resembles that of the States. Dunedin is a New England town in this respect, as in many others. But there is no furnace or steam and hot-water fitting or artificial ventilation. Specifications and working details are much simpler than in America, partly for this reason.

Structural ironwork is confined to bridge building and is done by the government. The men are therefore not subject to the jurisdiction of the arbitration court. Their pay is reported to average about $2.43 a day. Under the Christchurch award, and next to Dunedin this is the principal iron-working center of the colony and the headquarters for the manufacture of agricultural implements, the minimum rate of pay for machinists is $2.19 for a day of 8 hours. Furnace men are paid $1.95 a day. The award wage and maximum and minimum wages of molders and stove founders are more fully shown in a table given in the discussion of the arbitration court awards.

In the printing as in the building trades there has been difficulty in adjusting the conditions of awards to both city and village requirements. The lowest wages actually paid in the country offices are about the same as in similar offices in the United States. Adult workmen earn from about $6 a week up to three times that sum. Compositors and linotype operators are under awards. In one office the

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linotype men, working barely 6 hours a day, were earning upon an average about $20.50 a week, without Sunday work. This was upon a piecework basis. The award price for piecework hand composition in Wellington is 22 cents a thousand ens.

The clothing trades in New Zealand are now conducted entirely upon the factory system, the sweat shop being practically forbidden by law. Abuses in this industry led to the first official investigation of labor conditions in the colony, that of the "sweating commission" of 1890, already mentioned. The authors of the report were not of one mind as to the definition of the word "sweating," a majority of two-thirds reporting that this form of labor oppression did not exist in the colony. A minority report was rendered contradicting this statement. All agreed, however, that women and children were working long hours, sometimes at less than a living wage, and frequently under conditions that were prejudicial to the health both of the workers and of the users of the articles they produced. Those entirely dependent upon their own efforts for support were subjected to a kind of competition especially pernicious—that of thrifty housewives and daughters of families in better circumstances who undercut the professional tradeswomen for the sake of a little pocket money made in leisure hours. Women made 50-pound flour sacks for 61 cents a gross, furnishing the thread and carrying the goods to and from the factory. Shirt makers earned about $3 a week, working many hours, sometimes till late in the evening. The commission extended its investigations to other industries than the clothing trades, and among its recommendations were the following: That a new or amended factory act be passed, granting inspectors larger powers and providing for sanitary workrooms and limiting the employment of children; that certain regulations be made for providing seats for saleswomen; that an indentured apprentice bill be passed; that a bureau of labor statistics be established; and that "steps should be taken to establish at an early date boards of conciliation and arbitration based upon an equitable representation of labor and capital."

Practically all garment workers are now under awards of the arbitration court. These awards fix piecework rates of pay for all the detailed operations of manufacture. The same is true of bootmaking, although in this trade a minimum wage of $10.22 a week is established for factory workmen not under a regular schedule. The factory statistics from the different cities are not uniform, as some inspectors include foremen with ordinary employees while others tabulate them separately. In the clothing factories of the four chief towns of the colony 218 men were employed, exclusive of youths under 20 years of age. Time wages, as reported by the inspectors, range from $2.43 to $18.98 a week. Head cutters receive $24.33 a week. In the same factories there were 689 adult women employed, whose time wages

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ranged from $1.46 to $11.92 a week. The piecework earnings of men range from $6.08 to $12.65 a week, and of women from $1.46 to $6.08 a week. Probably some of the low earnings are for learners or short-time workers.

In the boot factories of the same cities there are 1,275 adult males employed, whose time wages range from $3.65 to $14.60 a week where foremen are not included, or to a maximum of $21.41 a week including foremen, and who make at piecework from $2.43 to $14.11 a week. The same factories employ 256 women, who earn from $2.07 to $8.52 a week time wages, and in the single city where they do piecework earn $6.08 a week upon that system.

Small manufactures, tanning, meat preserving, and food preparation employ a large section of the colonial workmen, but there is nothing of especial significance in the conditions of labor in these occupations to require extended mention. Casual reference will be made to some of them under the discussion of the arbitration court awards. The general range of wages for skilled and unskilled workmen and for male and female operatives has been sufficiently indicated to allow a fair comparison to be made with conditions in corresponding trades in the United States. It must constantly be borne in mind, however, that the surroundings of the workingman in New Zealand are urban only by courtesy; that the largest city in the colony has less than 70,000 inhabitants; that the stress of life is less, and that occupations are not specialized as in America. Even where wages are lower employers state that the labor cost of production is higher than in the United States. The pace is slower, but perhaps men last longer in New Zealand. Though their real wages are somewhat lower, they work fewer hours than our people. The standard of living and general condition of the working people from a material point of view is not noticeably different from that of the same classes in Minneapolis, St. Paul, Kansas City, or St. Joseph.

There is one very important particular, however, in which the worker in the United States has the advantage of the man of the same class in New Zealand. The former has more opportunities for advancement. Capitalists control industrial investments directly in the latter country. The owner is his own boss. The development of the colony has not reached a point where capital is employed and put in action through hired representatives, as with us, and the man in the ranks has very little chance of becoming a superintendent and controller of industrial operations. The men above him have not themselves emerged from his class—an example of what he may achieve. He does not look forward, as a rule, to promotion from the ranks. This seems the probable explanation for a certain difference in him, both socially and mentally, that is hard to define. Among iron-workers, for instance, there was not quite the same alertness for

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information and curiosity about their line of work in other countries, or the same eagerness to explore the margin of industry allied to their own that is common, if not almost universal, in America. New Zealand workmen do not ask questions. The casual observer might call this lack of ambition; but the craving for wider opportunities and broader knowledge exists among colonial workmen as well as elsewhere. The public libraries—and in this respect the larger towns are well and practically supplied—are crowded evenings with readers, many of whom are evidently wage-earners, and the books they read average about the same, to all appearances, as in America. But there is not the same stimulating interest in matters pertaining to their own trade, the same foreglance toward the application of new acquisitions to personal and industrial advancement combined, that is often found among the better class of our own workers. This is partly the result of the natural limitations to industry in the colony; but it presumably is partly due also to methods of organizing and administering business enterprises, to trade conservatism,([a]) and to the social ideals of the working classes prevailing in New Zealand.

It is doubtful if a workman is normally more assured of employment in New Zealand, even with his comparative security from idleness through strikes, than in America. The market for his labor is much narrower—a period of depression that would be only local in the States would throw a shadow over his entire field of labor demand. A week's savings will not carry him in time of need into an entirely different economic climate. He can migrate to Australia; but that means going to what is really another country, with more or less of a home monopoly of labor and local prejudices, and after all finding again a comparatively limited market for his services.

The range of wages is less in New Zealand, and in most trades is nearer the lower than the higher limit of wages in the United States. A capable and vigorous workman in the prime of life ought to make considerably more money in the latter country. America places a far higher premium upon the exceptionally competent; but she drives them harder, and possibly ages them faster, and discards them sooner.([b]) She pays as much for a worker's lifetime as New Zealand—rather more if it be one of exceptional value—but she wants it in a hurry. Still, the practical effect of the minimum wage awards in the organized trades in New Zealand has made it as hard for the man sinking below the line

[a] A carpenter said to the writer: "I have had the boss say when I made a suggestion, 'I don't pay you to think.'" In an address delivered before the colonial conference of chambers of commerce, in 1902, a speaker said, in regard to universal suffrage: "In my opinion it would have been better for the working classes and safer for the country to have educated them first and enlarged suffrage gradually, making manhood suffrage the goal of the next generation."

[b] The Mosely commission disputes this, as compared with England; and colonial workers claim that they are driven more than those of the home country.

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of average efficiency to get employment as in America; and it is doubtful whether the old-age pensions of between $7 and $8 a month compensate him for the possibility of higher savings in youth and the cheaper living of the latter country.[a]

The workman has one moral advantage in New Zealand. He feels to a far greater extent than his American compeer that he runs the government. This source of satisfaction must be granted him. At the present time he is a much more potent influence in economic legislation affecting his class.[b]

If the personal ambitions of the New Zealand workman are less lofty than those which characterize American workmen as a body, his disappointments are less keen. He is less often reminded of the great economic contrasts in society. In these respects he is in a position not unlike that of our rural mechanics. This is simply a recurrence to the fact that labor conditions in New Zealand are in no instance urban labor conditions in our sense of the word, and the same craving for high plays and excitement in the game of life that drives our workmen into the congested city markets would make them restless under the easier conditions prevailing in New Zealand.

Politically the New Zealand workman is much more aggressive than the American. His new-born social institutions pulsate with nascent energy, and it requires his whole attention to direct them. His leaders claim that he is meantime losing the militant spirit of the English unionist. But he is becoming instructed in political affairs and a firm believer in social experiments, which have the intense interest to him of things just within the possibility of realization. Yet he is not a social dreamer. The leaders are practical and matter of fact enough in their discussions of proposed reforms to be secured through legislation. They appear to be fine, intelligent fellows, and one suspects that some of the more radical resolutions passed at their annual conferences are adopted as harmonizers to propitiate the extremists. But it is dangerous to form final conclusions upon such a point. All that can be said is that personal contact with the men in interviews does not reveal a strong tendency to put wholly untried and heterodox social theories into immediate practice.

Unionism is at an advantage in New Zealand for at least two reasons. The country is so small that the officers of the organization can keep track of every man employed in their industry in the colony. In America it is impossible for the leader's finger to be always on the coat sleeve of the individual workman. In the second place New

[a] There appears to an observer to be a larger proportion of home owners among American workmen than among those of New Zealand; but statistics are not at hand for an exact comparison.

[b] In the American Federationist it is estimated that in only about one-fourth of the Congressional districts of the United States would the wage class control a majority of the votes, even if politically united.

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Zealand workers are homogeneous in race, language, and trade traditions. There are no other than trade boundaries running through the body of wage-earners. It should be added that New Zealand has no great historic and complexly organized political parties, with distinct platforms and policies, to draw the working people into two camps at election time. These influences and conditions, apart from any legislation already in force, tend to encourage the development of the class and communistic, as opposed to the individualistic, side of the workingman's character.

To sum up the relative labor conditions of New Zealand and the United States—and the natural conditions back of them are so different as to make the comparison seem almost absurd—the former country is marked by uniformity, the latter by diversity; the first is socialistic, the second individualistic in its tendencies and sympathies; while the working classes of both are looking ultimately toward economic betterment, those of the colony seek this primarily through legislation and social reform, those of the Union through individual and collective self-help and the improvement of industrial processes. The working class of the States begins with the water boy and ends with the general manager, while in New Zealand it seldom rises above the foreman. Primary education is free in both countries, but educational facilities are broader in the States. The New Zealand workman does not, like the American, have absolutely free, secondary, and higher education in State high schools and universities, or free technical education in manual training schools placed within the reach of his children. Neither does the public provide his children with free text-books, as do many American towns of equal size with his largest cities. The government attempts more for the betterment of the workman inside his class in New Zealand; but it does not provide nearly the same facilities for rising out of his class that are provided by public means in our own country. The longer one studies economic and social conditions among the two peoples the more impressed he becomes with the difference in the fundamental ideals and sympathies that lie behind their institutions. And the recognition and voluntary acceptance of status by all classes of the people seems to be the underlying point from which the social ideals of New Zealand begin to diverge from our own.

LABOR LAWS AND ADMINISTRATION.

An analysis of the labor laws of New Zealand concludes this report, and a special discussion of the arbitration act is given in a separate section. It is not necessary, therefore, to present here more than a cursory review of the administration of the laws and of some of those features of the principal statutes or their interpretation that merit special comment.

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The year following the report of the sweating commission of 1890 a department of labor was organized. In his first report the secretary of the department says that the objects desired by the government were the compilation of statistics—to obtain which ample authority and means have never been granted—to establish agencies to report the surplus or deficiency of labor in different districts, to transfer labor to places of employment, "and generally the control of all industries for the progress and increased benefit of all engaged therein." The somewhat large order contained within the quotation marks has not been sufficiently backed by specific legislation, even in New Zealand, to become fully effective; but in a general way the department is charged with the administration and enforcing of the most important statutory provisions regulating industries, and there is a disposition to place also under its initiative and control prosecutions for the enforcement of the arbitration court awards.

One of the most immediate objects which it was hoped to attain by establishing this department was to meet the problem of unemployment, which was at that time serious in the colony. This function of bringing labor to a market still forms an important part of the department's work. Offices are located in all the chief towns, where men out of work or employers seeking to engage men can register their needs. A special department has more recently been organized for women. Policemen and local officials act as agents in rural districts. All men employed upon public works must be engaged through this office. During the 12 years since its establishment the department has provided work for 32,382 men, of whom 16,656 were married and 15,726 single, and who supported 70,770 dependents. Of these men 21,698 were employed upon public and 10,684 upon private work. Of the 3,704 men assisted during the year ending March 31, 1903, 3,358 were unskilled laborers; 88 were assisted on more than one occasion during the year. The women's branch of the department found employment for 339 domestic servants. The number of men assisted annually reached a maximum of 3,874 in 1892–93, and was only 1,830 in 1901–2. In the latter year a majority of those registered with the department were men who desired to secure employment upon public works and were not necessarily without other occupation at the time. In the former year the requirement that government workmen should be engaged through the department had not yet been established. There are also private employment bureaus in the colony, which the government requires shall be registered.

The department is authorized to furnish transportation to unemployed workmen unable otherwise to reach a place where labor is in demand. Such assistance is given with discretion, however, and the men are now required to refund out of their wages the fare advanced. This requirement is easily enforced where men are given public

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employment, and railway fares are in any case a grant from one government department to another.

The field representatives of the labor office are the district factory inspectors and their assistants, who are required by law to visit personally all industrial establishments coming under their jurisdiction. As practically any place where two persons are regularly employed in a handicraft, except mines, ships, and buildings in process of construction, is a factory under the definition of the law, the secretary of labor is probably justified in saying: "There are few operatives who do not come under the net of this act, so wide is its sweep and so fine the mesh." But, in addition, the inspectors also enforce the Shops and Shop-Assistants Act. They have authority under the Factories Act to inspect wage lists, and under both acts to visit and personally inspect workrooms and premises, and to enforce the observance of the conditions as to sanitation, protection of machinery, and hours of labor prescribed by the laws. Until these laws were understood and more or less habitually obeyed, frequent recourse was had to the courts for their enforcement. During a single term in Wellington there were 23 prosecutions and 20 convictions under the two statutes mentioned. The factory inspectors furnish to the central office statistics as to wages, overtime, employment of minors, and number of operatives employed, which, with other data, the department embodies in an annual report published under the authority of the minister of labor.

There are two other systems of industrial inspection coordinate with but independent of the department of labor. One is under a colonial inspector of machinery, who with his assistants inspects and provides for the safety of machinery and licenses engineers. The spheres of factory and machinery inspectors overlap in some instances. There is also a colonial inspector of mines, with his assistants, who includes in his annual report data with respect to labor conditions in the group of occupations under his jurisdiction. The administration of the Shipping and Seamen's Act is under the charge of the minister of marine.

The department of labor maintains a government labor farm of some 800 acres in the vicinity of Wellington, where at times from 50 to 100 men and a number of women and children have been received and given work. But during the present period of prosperity and activity in public works there has been little occasion to utilize such an institution as an agency for the temporary relief of the unemployed.

There are two mining acts, one relating exclusively to coal mines and the other to mines of any other character. The important provisions of the two statutes, so far as they relate to the protection and rights of employees, are identical or vary only in unessential details.

The Factories Act of 1891 was repeatedly amended, and finally con-

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solidated in a new act ten years later. A number of amendments were made, however, at the following session of parliament. The workmen are now calling for an addition requiring factory labels upon manufactured articles. The Shops and Shop-Assistants Act provides for a weekly half holiday, general sanitary conditions, and seats for saleswomen. The workmen are now trying to secure an early closing amendment. There is a provision in the act, introduced in an amendment passed in 1895, allowing any shopkeeper, not an Asiatic, who employs no hired assistance to select another than the half holiday appointed for his district. This occasionally leads to trouble between rival shops in the same neighborhood. A small employer will discharge his hired salesman and call in relatives to assist him, or make them nominal partners in his business, so as to be able to keep open during the usual half holiday and enjoy a monopoly of the trade, which is said to be abnormally brisk on such occasions. The Employers' Liability Act of 1882, with its subsequent amendments, covers all employments, does not allow contracts to be made whereby a workman binds himself not to claim benefits under the act, and protects all workmen injured in service where negligence is proved on the part of employers. The maximum sum that can be recovered by a workman or his heirs under this act is £500 ($2,433). In 1900 the Workers' Compensation for Accidents Act, modeled upon the English statute, was passed, under which a worker can recover from his employer for any accident not occasioned by his own serious and willful misconduct. The theory of the law is that all accidents occurring in the ordinary course of employment should be compensated for as part of the trade expense of a business. Liability in case of death does not exceed £400 ($1,947), or in case of total or partial incapacity £300 ($1,460). By an amendment passed in 1902 the provisions of this act were extended to agricultural workers. As the law stands at present, therefore, the injured worker or his representatives have three remedies in case of accident. If the injury is a severe one, or the circumstances otherwise justify such action, he can sue under the common law and if successful secure damages greater than the limit prescribed by either the Employers' Liability or the Workers' Compensation for Accidents Act. For instance, a wharf laborer at Wellington lost a leg through its becoming entangled in a tautening cable. His union took up his case, brought action under the common law, and secured £1,000 ($4,867) damages. Or if the negligence of the employer is clear, the injured workman or his heirs may secure £100 ($487) more by suing under the Employers' Liability than under the Workers' Compensation Act. He can not bring action under more than one law for the same accident.

The practical effect of the Workers' Compensation for Accidents Act has been to force all employers to insure against liability under its

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provisions. There is a government company that takes these risks, and several private casualty companies do business in the colony. Employers' associations have taken the matter up and have either secured blanket risks upon their employees at low rates or have attained the same end by a mutual indemnity bond. The government insurance company insures against the pay roll of a firm if so desired. For instance, in case of a sail and awning making and ship-rigging firm, where the natural risks of workshop and outside employees varied greatly, the pay roll, of about $5,000 per annum, was insured, the premium upon the amalgamated risk being ½ per cent of the annual wage sheet. The premium is paid in advance upon the estimated wage expenditure of the year, with the proviso that the insuring party shall pay an additional premium subsequently for any excess over the estimated amount, without prejudice to his protection under the policy. If the conditions of the business lead to a reduction of the pay roll, the insurance company refunds a corresponding portion of the premium already paid.

Now that it is fairly in operation, the Compensation Act appears to be popular with both employers and employees. It dispenses with legal proceedings or troublesome private negotiations in the case of a large majority of accidents, as the case is tried before the arbitration court where parties fail to agree on compensation. Workmen complain that sufficient provision is not made for the protection of casual laborers. The act adjusts compensation in cases of partial or total incapacity upon a basis of weekly earnings under the employer in whose service the accident occurs. The English courts have decided, in case of the act in that country, that this means what a laborer would earn in a week if employed continuously for that period, at the rate of pay he received at the time the accident occurred. Such a decision has not been secured in New Zealand, the common interpretation of the act being that weekly earnings means the sum actually received in a week, whether employed continuously or not. In case of men working by the job, or of wharf laborers working intermittently by the hour and changing employers almost every day, this results in an injustice to the men. The secretary of a Wharf Laborers' Union reported that an employer had offered to compromise with an injured casual employee in one instance upon a basis of $1.83 a week wages, which would allow the injured man a maximum of half that sum during the period of his disability.

The principal hardships worked upon employers by the act are in case of those who do not know or who neglect its provisions. One case was reported where an uninsured farmer lost his home through being obliged to pay the maximum compensation to the heirs of a man whom he had employed to repair a roof, who was killed by a fall while working. Such cases, of course, might occur. Where accidents

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happen in mines or upon buildings the liability holds against the property and takes precedence even over a prior mortgage; so that this is one of the risks against which a mortgagee must provide in loaning money upon real-estate security. In practice he makes the mortgagor insure against accident as well as fire. So the poor man very often pays the cost. All capitalists find it a prudent precaution to be familiar with the colonial statutes, and they complain of the mental effort required to keep abreast of their repeated modifications.

The Shipping and Seamen's Act has accumulated a number of amendments, and a new consolidating act will be introduced by the ministry at the coming session of parliament. Among the principal additions to the law will be provisions allowing none but British subjects to take examinations for marine officers' certificates, and further protecting employees in case of accident or assault. At present when an accident occurs on coasting vessels the injured seaman can claim medical expenses, hospital fees, and wages for three months, providing that the accident takes place three months or more before the expiration of his articles. For a shorter period he can claim wages only until the expiration of his contract. This provision is to be modified by an amendment allowing an injured seaman a minimum of one month's wages, even though the accident should occur less than a month prior to the expiration of his articles; and the whole protection of the act is to be extended to include intercolonial as well as coastal boats. At present if an officer assaults a man the offense is punished only as common assault. The new bill provides that an officer assaulting a seaman may be fined £20 ($97.33) or imprisoned six months.

The Master and Apprentice Act at present in force in the colony was placed upon the statute books in 1865, and was intended principally to provide authority for indenturing destitute children who were inmates of charitable institutions or otherwise dependent upon charitable aid. In other respects the law of England governs the relation of master and apprentice in New Zealand. The trade unions are favorable to a law providing for strict and compulsory indentureship in all skilled trades, but have as yet been unable to get such a statute enacted. In 1900 the colonial parliament passed the Technical Education Act, providing grants for technical instruction. The law allows special classes to be organized by inspectors and instructors provided for by the act, to be formed in connection with primary and secondary schools, colleges, and by any suitable corporation, for instruction in technical subjects, agriculture, and dairying. Students in these courses are charged fees. Some $13,000 was expended on this instruction in the colony last year (1902). There are 8 technical or art schools in the colony, attended by about 3,000 students, an engineering school, and an agricultural college in Canterbury, and several mining classes

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and schools of local importance in different mining districts. While these institutions are all comparatively small, they appear to do good work.

Strange to say, there has been a slight falling off of public-school attendance during the last year reported, due apparently to the earlier dropping out of children in the grammar grades. The average weekly enrollment for 1900 was 132,897, with an average attendance of 111,747, or 84.1 per cent of the enrollment. As secondary education is not free, private and secondary schools are reported together. Their total attendance was 19,837 in March, 1901. The percentage of totally illiterate persons in the whole population fell from 18.76 per cent in 1891 to 15.27 per cent in 1901. The total income of the various education boards for 1900 was nearly $2,416,000, the government grants amounting to $2,177,000. The total expenditure was $2,386,000, of which $1,956,000 was for maintenance of the schools. The number of teachers employed is 11,299, and they receive an average salary of $486 per annum; but a new law has recently been enacted which will raise this amount. School buildings and material equipment, so far as observed in the larger cities, are considerably inferior to those of our Northern or Western States. There is a University of New Zealand, but it is not a teaching body. There are colleges in each of the four chief cities. Higher education, like secondary, is not free.

The Old-Age Pensions Act, which has been in operation since 1898, entitles to a pension citizens of good repute who have been residents of the colony for 25 years and citizens for at least 1 year, who are 65 years old or over and have an income not exceeding $253 if single, or a joint income with wife not exceeding $380 a year, including the pension. Applicants must not be possessed of property to the value of over $1,314 or have dispossessed themselves of property or income in order to qualify for the benefits of the act. The maximum amount granted by the State is $88 a year, but for each £1 sterling ($4.87) of income above £34 ($165), and for each £15 ($73) of property above £50 ($243), £1 ($4.87) is deducted from the amount of the pension. On March 31, 1902, there were 11,721 Europeans receiving pensions under this act, at an annual charge to the colonial revenues of $969,684. The labor party advocated increasing the maximum pension to about $2.43 a week, or $126.36 per annum and lowering the age of eligibility in certain cases to 60 years. For financial reasons the government has hitherto refused to consider these demands.

The system of cooperative contracts employed on government works in New Zealand does not exist by virtue of any legal enactment, but it has been introduced by administrative action and has become thoroughly established, so that it forms to all intents and purposes part of the law governing public labor in the colony. There is no essential difference between the cooperative contract and the "hui" system of gang contract adopted in Hawaii and elsewhere in grading and railway

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work, cane cultivation, and sometimes in building contracts with Asiatic workmen. The system was first introduced in New Zealand in connection with grading and other construction on one of the government railways, and has since been extended to the erection of bridges and public buildings. The work is first valued by the engineer in charge, approved by the chief engineer of the colony, and then let to a gang of selected workmen at the price fixed by the government. Gangs are evened up as far as possible so as to contain men of about equal ability, and money received is divided equally among them pro rata per time worked upon the contract. The government furnishes tools, implements, and materials. A separate contract is let for each different operation. For instance, if a public building is to be erected, clearing and excavating, masonry, brickwork, carpentry, plumbing, painting, etc., are contracted for with independent gangs. Payments are made monthly and the men are free to leave a contract individually at any time.

Public opinion seems to be divided in the colony as to the economy of this kind of labor. Those favorable to the contracts state that they allow better control over expenditure and permit of the middleman's profit, which would otherwise go to the private contractor, being shared by the men and the government. In one ballasting contract, it is said, the public was saved about $10,000 through the fact that the engineers were able to take advantage of a chance discovery of scoria ash in the neighborhood of a new railway line, which could be used for ballast in place of the broken stone which was provided for in the estimates. Under a private contract the profit of the discovery would have gone to the contractor. In any emergency requiring the curtailing of public expenditure it is claimed that the cooperative contracts allow of a readier adjustment of payments to the lessened appropriations than the old methods. Opponents state that these contracts discourage the introduction of improved machinery and appliances, prolong works, lead to uneconomical administration, and have political perils as well. Considerable detailed evidence upon these points was volunteered, but it would hardly be germane to the purpose of this report. Criticisms came both from men employed upon the works and from outsiders. The earnings of workmen employed on these contracts vary. One man reported that he was making upon an average $7.30 a week. Others were said to average $1.95 and $2.19 a day. This was for common labor in railway construction in the North Island. Living expenses were said to be higher upon the works than in the cities. Large public buildings in Wellington and elsewhere have been erected under this system, but much government work of the latter character is still done by private contract. The number of employees upon cooperative works since 1893 has averaged between two and three thousand, of which some 150 were skilled workmen. In January, 1903, the number was 3,230 laborers and 208 artisans.

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THE ARBITRATION LAW.

The Industrial Conciliation and Arbitration Act of New Zealand had its origin in trade unionism. Unionism itself as a potent factor in industrial affairs is of comparatively recent growth in the colony. In his testimony before the Sweating Commission of 1890 the secretary of the Seamen's Union of Dunedin said:

So far as New Zealand is concerned, it is only within 12 months that trade unionism has made a start at all. There were three or four unions, but they had gradually died out; but things have lately taken a start. Since the big London dock strike has opened men's eyes to the necessity of trying to protect themselves there has been a regular epidemic of trade unions throughout the colony.

At that time there was a voluntary board of arbitration in the Tailoresses' Union, but it was not working satisfactorily. The Coal Mines Act the following year provided specifically for a semiofficial board to decide disputes as to the interpretation of rules and regulations governing mines. The demand for a court with compulsory powers, however, existed among the organized workmen. The union official just quoted stated further in his testimony before the Sweating Commission:

I am decidedly in favor of courts of arbitration. No one desires to see a strike. * * * My idea is that a competent judge should be appointed by the government in the same way as the judge of any court, and that he should call evidence from both sides. I mean a permanent judge, who should be paid by the State for the settlement of these disputes; because it is in the interests of the State that no disputes should exist. I would have this judge assisted by three representatives on each side, who should call evidence, and the decision of the judge should be binding on both parties for a certain time. * * * I do not mean that the decision of the court should be binding for all time, but for 6 or 12 months.

The president of a bootmakers' union stated in his testimony:

I would suggest that unions should not be forced to go into arbitration in any case, but that they should do so only by agreement between the contending parties, and that the arbitration court should be presided over by a judge appointed by the government; such court to be open to the press and public. No counsel should be allowed in arbitration courts, but each party should tell its own story, leaving the court to decide on the facts, and the finding to be binding on both parties. One reason among many for refusing to be forced to arbitration is that we might be called upon to submit matters affecting the existence of our union—such as allowing the employment of nonunion men.

The president of the Otago Trades and Labor Council disapproved of boards of arbitration that would take the power of striking out of the hands of the unions. The representative of the Wellington Bootmakers' Society thought that if there were a court of arbitration public opinion would be as effective as a strike in securing fair rights

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for the men. Other testimony more or less to the same effect was given, but evidently without the same definite comprehension of what was involved in the suggestion presented. The recommendation of the commission that boards of conciliation and arbitration be established has already been quoted.

It is probable, however, that the sentiment in favor of judicial arbitrament of trade disputes exhibited by the Seamen's Union was a result of closer contact with conditions and sentiments prevailing in Australia, where a bill practically identical with the act subsequently passed in New Zealand had been introduced in the Adelaide parliament the same year by Mr. Charles Kingston, the present minister of customs of the Commmonwealth. The opinion of organized labor in New Zealand, however, was not yet unanimously in favor of such a law. In 1890, the year of the Sweating Commission, a bill was introduced in the colonial parliament to establish a tribunal for the hearing of trade disputes, whose decisions should be advisory rather than compulsory. The proposer called attention to the fact that by simply amending the wording of the bill so as to substitute "shall" for "may" the awards might be made legally binding—a suggestion that called forth protests from the carpenters, wharf laborers, and certain other union interests, as creating an instrument of oppression in the hands of employers. This bill was lost, however, and it was not until 4 years later that the present act, in its original form, finally became a law. Its passage was opposed principally by the conservative element in the upper house, who twice defeated bills passed in previous years by the popular chamber, by amending so as to deprive the awards of their compulsory character. It was not until the higher branch of the legislature, in accordance with the general policy of the party in power, had been remodeled by what was practically a constitutional amendment that the bill became a law. It is doubtful if it could have been passed at all if parliament, with the state of sentiment prevailing at the time, had foreseen just how the act would develop by subsequent amendment and the widening decisions of the tribunal it created. The debates in committee and upon the readings of the bill in parliament sufficiently indicate that the influence of the unions was by this time wholly favorable to the policy involved in the statute, and the employing interests were not entirely opposed to the law. In testimony given in 1890 employers had advocated an act of parliament to stop sweating, undercutting, and contracting out of garment-making operations. It was thought that the arbitration act would accomplish this result. Some fancied that the thorough organization of both sides to labor controversies entailed by the law would of itself lead to a harmonious adjustment of most points in dispute. The act was contemplated principally as a means of preventing strikes, not as an agency for

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regulating industry. The promoter of the act, Mr. Reeves, the minister of labor, thought that 90 per cent of the disputes would never go beyond the boards of conciliation, and that the threat of recourse to compulsion in an appeal to the court would of itself lead to a conciliatory agreement in the great majority of cases. The idea that "disputes" would multiply as a consequence of the act seems not to have suggested itself to the legislators.

An American should bear in mind, moreover, that industrial employers as a class are much less influential in New Zealand than in the United States. They did not in 1894 represent a relatively important element in the community, and they were unorganized and inexperienced in legislative lobbying. Their only collective action in opposition to the pending bill seems to have been a resolution condemning its provisions, passed by a conference held in 1891, when the first compulsory law was introduced in the lower house. Party politics in the colony are not conducted on lines requiring the employment of large campaign funds or in other ways encouraging alliances between business and statesmanship. The actual labor element was not strong in parliament—real workingmen do not, as in Australia, represent a tithe of the constituencies. But the ministry, which is all powerful and unchecked in the colonial government, and participates in legislative while controlling executive functions, depended upon the labor fraction of the electorate for its existence. The premier himself was returned from a mining district. So the coalition represented an alliance of sentimental liberalism in its propertied wing, with trade union, practical opportunism, among its working-class auxiliaries. Mr. Reeves, the proposer of the bill and to whom its actual enactment into statutory law is due, was himself a journalist, and not especially identified with labor interests until his appointment as minister of that department. The law appears to have been simply a development of legislation along lines of least resistance, where, at almost any other time, and in almost any other community, strong resistance would have been encountered.

The apathy among legislators when the act was finally passed, and the slight comment and interest occasioned by its enactment, point to the same conclusion. In speaking of the successful vote upon the bill the proposer says: "Mildly interested, rather amused, very doubtful, parliament allowed it to become a law, and turned to more engrossing and less visionary measures." It must be repeated that the act was regarded simply as an instrument for preventing strikes, if it could be made to work at all; and, excepting a single instance, strikes in the colony had been so rare and so unimportant that they were hardly familiar to most people, and seemed unlikely in the near future to engage the serious attention of the community or of any tribunal instituted for their prevention.

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The full title of the original law was "An act to encourage the formation of industrial unions and associations, and to facilitate the settlement of industrial disputes by conciliation and arbitration." While some of the subsequent amendments have had a far-reaching effect, the main outlines of the statute remain substantially unchanged. The details of its principal provisions are given more fully in the analysis of New Zealand labor laws concluding this report. For present purposes they may be summarized as follows:

(*a*) The machinery of the act is constructed and set in motion by organized bodies of employees and employers, provided for in the law, which are themselves purely voluntary societies. Seven employees or two or more employers can at present form such a body. It must be registered in accordance with certain formalities, and then becomes, for the purposes of the act, an artificial person or corporation known as an industrial union. Only an industrial union, or an association of industrial unions, known as an industrial association, or an individual employer can be party to an action before the boards and court established by the act, or to an industrial agreement enforceable under the act. But a trade union, or an individual workman not a member of an industrial union, may be bound by an award of the court and may be made liable for a breach of an award.

(*b*) The act provides for boards of conciliation in each of the eight ([a]) industrial districts into which the colony is divided, two members of which are to be elected by industrial unions of employees and two by industrial unions of employers, or, in default of action by either of these parties, to be nominated by the governor; and these four (as the number upon the board stands at present) shall choose an impartial chairman. In default of their choosing a chairman, the governor appoints.

(*c*) The act establishes a court of arbitration for the whole colony, consisting of three members appointed by the governor. The president must be a judge of the supreme court. The two other members are appointed upon the recommendation of the industrial unions of employers and employees, respectively.

Provision is made for a recording clerk in each industrial district, who conducts the machinery for electing boards of conciliation and with whom applications for a reference to a board or court, awards, recommendations, industrial agreements, and similar instruments pertaining to the district are filed. Provision is also made for special expert boards of conciliation to sit in an emergency or in other extraordinary cases.

(*d*) The boards of conciliation have jurisdiction in any dispute "referred" to them by an industrial union or association, or an employer, providing the other party thereto consents to have the

[a] In June, 1903.

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case heard before the board. But, by an amendment passed in 1901, either party may appeal directly to the court, thus forcing a first hearing of the case before that tribunal.

The boards of conciliation have the same powers as the court to summon witnesses, administer oaths, compel a hearing, receive evidence, and preserve order. But they can not, like the court, inspect books. They embody their decision of the points in dispute in a "recommendation," unless the parties to the dispute have otherwise come to an agreement, duly signed and recorded, and so enforceable by the court. Unless the recommendation is appealed within one month of record it becomes legally binding for a specified term, in the same manner as an industrial agreement or an award of the court.

(*e*) The powers of the court of arbitration extend beyond those of the boards of conciliation in the following important respects:

(1) Its decisions or awards are legally binding upon the parties to the dispute for a specified term not exceeding three years without their voluntary acceptance of the same.

(2) The court can amend the provisions of an award, after due hearing, to remedy any defects therein or give fuller effect thereto.

(3) The court may extend an award so as to bind thereto parties not appearing in the dispute for which it was made. In case of makers of interchangeable merchandise such parties may be in any part of the colony.

(4) The court may extend or limit the application of an award locally within any district, as to an urban or rural community, or individually, with respect to any employer or union within the district.

(5) The court enforces industrial agreements, legally binding recommendations of the boards, and its own awards, by penalties up to $2,433 in case of employers or industrial or trade unions, or a penalty not exceeding $48.67 in case of individual workmen not members of an industrial union.

(6) The court may establish what shall constitute a breach of an award.

The matters over which the court, and subject to the court the boards of conciliation, have jurisdiction are specified in the act itself. These include practically any fact or condition that might be stipulated in a private contract between an employer and employee. This subject is treated in detail later in connection with the discussion of the awards. The jurisdiction of the arbitration court has been confirmed by a decision of the supreme court of the colony. Further, in defining the relation of the court of arbitration to the other courts of the colony this decision says: "This [the supreme] court has no control over the court of arbitration in matters within its jurisdiction. It may in such matters act on its own interpretation of law and its own findings of facts, without appeal from any of its decisions."

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Such, then, is broadly the character of the machinery set up by parliament in 1894 to prevent strikes. Some details are the result of subsequent modifications, but the main outline has remained unchanged. In 1895 a number of amendments were passed, allowing the appointment of technical experts as assessors, making cessation of employment no bar to an action unless it occurred at least six weeks before bringing the reference, and allowing the governor to make appointments upon the boards of conciliation when either employees or employers failed to act. The employers had adopted a policy of passive resistance to the law and neglected to form industrial unions among themselves—a fact that reacted to their own disadvantage subsequently, when they were brought before boards composed largely of men not in sympathy with their interests. Still further modifications of the organic sections of the act were made in 1896, and a provision was added allowing parties to be joined to an action after reference, so that an employer omitted in the original citation might be bound by the decision. A number of amendments were passed in 1898, nearly all of which further defined the jurisdiction of the court and the procedure for enforcing awards. The period of modifying the constitution of the tribunals seems to have passed. In 1900 the original act and its amendments were superseded by a consolidated act, which was itself further amended the following year. During the coming session of parliament (1903) still further modifications are proposed.

The act does not profess to prevent strikes in trades not under an award; but occasionally industries are so related that a strike in one branch is able to tie up the workmen in another branch. In this way the unorganized truckers in a Westland mine were able to interfere with the employment of miners working under an award during a disagreement with their employers. Accordingly the governor or the court, as the case may demand, is given power to declare industries related; and a party engaged in any one of a number of related industries may bring action to have an award apply to any other of the group of industries affecting his employment. By the terms of the act all the building trades form one such related group of occupations.

As a consequence of decisions given by the arbitration court, asserting no jurisdiction in disputes brought by grocers' clerks, street-railway employees, and similar workers, upon the ground that their occupations were not industries under the meaning of the act, an amendment was passed in 1901 so defining "workers" as to include all employees in the colony except those in the service of the government. The effect of this amendment may have far-reaching political effect in case farm laborers should decide to avail themselves of the provisions of the law in order to raise wages and shorten hours in agricultural service.

Probably the most important amendment in the history of the act

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was one introduced and passed against the will of the ministry in 1901, allowing either party to a dispute to carry the case directly to the court of arbitration, without a first hearing before the board of conciliation. The practical effect of this amendment has been to do away with the boards entirely in some districts and to make their intervention only casual and unimportant where they still sit. It is a rather interesting fact that the employers, who opposed the compulsory features of the act more than any other single point in the original bill and were largely favorable to conciliation, had just reversed their position seven years later, and, against the opposition of the labor politicians, successfully carried the modification of the act which practically deprives it of its nominally conciliatory provisions. As a matter of fact, conciliation with compulsion behind it is quite a different thing from the platonic conciliation of a law not containing provision for further recourse if the first attempt to come to an agreement fails. Indeed, there was very little real conciliation attempted by some of the boards, according to the testimony of those who had most to do with them. They became practically courts of first instance, before which parties appeared with the matured intention of appealing to the higher tribunal if unsuccessful in the first hearing.

Some of the boards had an excellent record, and others quite the reverse, the latter fact being partly due to the indifference or passive opposition of employers during the first years the act was in force, which led them to neglect to secure the best representation on these boards. But in other cases it was largely due to the spirit that animated the boards themselves. The commissioner sent from New South Wales to investigate the working of the act mentions an instance where a member of a board is reported to have said: "I give you notice that I am here as a partisan. I do not think I am in the position of an impartial judge here. I am to represent one side of the case, and I intend to do that at every opportunity." In the debates upon the amendment permitting a direct appeal to the court, the charge was made, and not satisfactorily answered, that members of one of the boards had purposely fomented disputes and protracted sittings for the sake of the personal remuneration that they derived from their appointments. The suspicion is strengthened by the fact that during the year preceding the passage of the amendment just mentioned the expenses of this single board were $5,304, while the combined expenses of the five other boards serving in the colony, some of them in larger and more important districts, were but $3,513. This board sat 38 days in a single dispute. Each of the members drew a fee of $5.11 a day while the board was in session.

The disputes settled, respectively, by the boards and by the court from April, 1896, when the act was first called into operation, to June 30, 1902, were as follows for the different districts:

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DISPUTES SETTLED BY BOARDS OF CONCILIATION AND BY THE ARBITRATION COURT, APRIL, 1896, TO JUNE 30, 1902.

	Settled by board.	Settled by court.	Total.
Auckland	19	17	36
Wellington	5	41	46
Canterbury	10	40	50
Otago and Southland	16	41	57
Westland	4	4	8
Total	54	143	197

The varying ratio of those settled by conciliation to those settled by the court in different districts sufficiently indicates how much the constitution of the individual boards had to do with the success of their working. And the record of almost three cases appealed to one settled by the boards, shows that there was a faulty principle somewhere in the act.

As said before, since the passage of the amendment the sittings of the boards have practically ceased in most districts. In Canterbury there have been four sessions the present year. They or their chairman still have the function of settling certain points specifically referred to them by the court in its awards. The chairman of the board, also, is usually made the final authority to whom the granting of permits to slow or incompetent workmen is referred.

While the value of the boards was far less than was anticipated by the promoters of the act, they served a useful purpose in many instances, even where their recommendations were not adopted, in clearing away the preliminary difficulties of a case, classifying the evidence, and allowing the reference to go before the court in shape for prompt and facile settlement. This service was naturally appreciated by the higher tribunal. In speaking of the boards in 1901 the president of the arbitration court said that he would be extremely sorry if there were an impression in the public mind that the boards were not a necessary part of the act. On the contrary, in his opinion, they were very necessary. They were capable of bringing the men and the employers together, and in many instances they had succeeded in conciliating. The Canterbury board had done very good work, and he, for his part, would be very sorry to see the boards abolished. He spoke for his colleagues as well as himself when he said that the boards of conciliation were an inherent feature of the act, and, so far as he knew, they had done their work faithfully and well. The court of arbitration has also construed the act to be primarily conciliatory in its intention and to place that method of settling labor difficulties above compulsion. In a judgment delivered on December 22, 1902, and therefore sometime after the boards had been amended into practical desuetude, the president of the court said: "No doubt * * * the underlying principle of the act is settlement by conciliation or agreement of industrial disputes, and the compulsory powers

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of the court do not arise ordinarily until the parties to a dispute have failed to adjust their differences by an agreement."

At present opinion as to the wisdom of the amendment practically superseding the boards is divided, and neither workingmen nor employers are agreed as a body upon the subject. It is said that an effort will be made to repeal the amendment and restore the boards to their old position at the present session of parliament. This was advocated in a resolution passed by the colonial conference of trades and labor councils in 1903. The position of the government with reference to the boards, as stated in the reports of the labor department, is not clearly defined. Speaking generally of the law, the report of 1896 says: "The great value of the act, however, will not be in the adjudication on cases brought before the boards of conciliation, but in the fact of a law being in existence which allows to the court of arbitration compulsory powers, and thus tends to prevent a multitude of petty bickerings and small disputes to grow into open rupture, or from assuming too pronounced a tone." The report of 1898 says: "Much time is now wasted by cases being heard before the board when it is the expressed intention of the litigants (sic) to carry such cases on to the court whatever the recommendation of the board may be." In the report of 1900 the secretary of labor says: "It has been suggested that an entire alteration in the system of conciliation boards is necessary, and I am of the opinion that the arguments adduced for such a change are so strong as to be worthy the serious attention of the government." The changes suggested were the substitution of special boards to hear each dispute, in place of the permanent boards in each district, and to allow cases to be referred directly to the court where both parties agreed to do so. Except for requiring both parties to agree to an appeal to the court, these modifications would probably in practice have established the conditions now actually existing. Two years later, after the present amendment was passed, the secretary says, in connection with the New South Wales act, which provides for no conciliation tribunal: "So carefully and well have conciliation boards in many cases worked in this colony, so many are the occasions in which they have wiped out dozens of disputed points (leaving a few only for the arbitration court), sifted evidence, and given recommendations only requiring adoption by the higher court, that very many, if not the majority of, people who have really studied the subject would view the abolition of the boards with regret."

A reason why litigants went before the boards with the intention of subsequently referring the dispute to the court was doubtless because neither side could count upon concessions from the other before the lower tribunal that might prejudice its standing in an appeal. This was repeatedly suggested by persons interviewed in the colony who had conducted cases before the court. In a statement by the judge,

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appended to the Christchurch molders' award of 1902, which granted certain new claims of the workers, it is said that employers strongly opposed the restriction of apprentices and the granting of preference (to unionists), and that employers in Dunedin have, by accepting the recommendations of the board there, agreed to these restrictions and to preference. If the precedent of a concession made before one board was a consideration for embodying the same concession in an award in another district, it is clear that a voluntary concession made by either party in the same district, even in a different industry, might establish a precedent adverse to their interests that would come to be part of the permanent judge-made law under the act. Evidently it would require great fortitude in benevolent purpose to maintain a truly conciliatory spirit in a dispute involving personal and class interests under such conditions.

One employer and president of an employers' association said: "I prefer to see the boards retained. They were driven out on account of the folly of one board." Another employer of the same city: "The boards were useful. They saved the time of the court." The secretary of a seamen's union: "The boards have been thrown out simply as a step toward undoing the act. I believe in conciliation as preliminary to arbitration and compulsion. The seamen have secured more from the board than from the court." The secretary of several unions: "The attitude of employers to that amendment has made union men distrust the court as favorable to employers." The president of a trades and labor council: "We prefer the boards because they prevent delay in getting under awards in many cases." A labor member of parliament: "Voluntary settlement is better than compulsory. One bad board spoiled the whole thing. I prefer boards, with binding awards, and making appeal to the court expensive enough so it wouldn't be taken without good reason. The chairman of our board here was never called upon to cast his vote in a decision, except upon the question of preference to unionists." The Otago Times, one of the leading Conservative papers of the colony, said editorially, in April, 1903, that it was desirable that the boards be restored to their old position.

On the other side of the question are such statements as the following. An employer favorable to the act: "The law would have been better from the first without the boards. Their recommendations were sometimes hasty and ridiculous, as in the Kaipoi case, where they drew up a piecework log covering about 50, I think exactly 48, operations in two hours." Another employer in the same city: "The boards were unnecessary and their recommendations at times absurd." A very large employer, whose utterances in favor of the act are often quoted: "We don't want the boards. They're useless." A prominent secretary of several unions: "The boards were never of any use. They disclosed evidence and so weakened the cases of the men before

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the court. And they made getting an award a greater expense to the unions." Another union secretary and secretary of a trades and labor council: "The recommendations of the boards were not satisfactory because they were only binding upon the employers signing or actually cited in the case. An award could be made to bind everyone, even employers going into business after the dispute had been tried." A president of a trades and labor council: "If the parties to a dispute were willing to agree upon a conciliatory basis, they could get together without the boards. In coming before the boards we disclosed our evidence. It was sometimes as much as eleven months after an appeal before our case would get before the court. Meantime the employers could generally find some weak-kneed workingman to rebut our best evidence. And in any case it paid them to appeal, simply to be free from regulation during the interval before the court would get around to the case." An employer and former member of a conciliation board (who, by the way, is a Massachusetts man and an American citizen): "The employers wouldn't show their hand before the board, lest they might weaken their case if it were appealed. Neither would they make any concessions that might count against them if the dispute came before the court. The probability of an appeal put them all on the defensive and prevented any give and take between the parties in most cases, so there was really no conciliation." A factory inspector: "The boards were not needed. If the inspector can't get the parties to agree without coming before the board, the board won't be successful. The boards simply irritated a sore." Another factory inspector: "The boards were not satisfactory. They might have done better if composed of experts, who wouldn't have needed so much testimony in order to understand a case, but as constituted they didn't conciliate." A former labor member of parliament: "The term 'boards of conciliation' was always a misnomer, for the conciliatory spirit was always lacking—at least so far as my observation went. The gas confined in a little room was sure to explode sooner or later and do more harm than if it hadn't been pent up. The boards were not a success."

It appears almost certain, therefore, that the boards have worked less satisfactorily than the court, and that they have always formed the weak partner in the two tribunals set up by the act. All through this legislation there runs a certain "rule-of-thumbness," as opposed to logical construction, that comes from the extreme practicality of its originators. Furthermore, the original law was necessarily more or less of a compromise between the more familiar principle of conciliation and the untried experiment of compulsion. A working method of meeting a special evil, rather than a consistent and symmetrical statute, was the object sought. The legislators did not consider—or care to consider—the fact that if they embodied two such contradictory

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principles as compulsion and conciliation in the same statute, one of them must inevitably dominate and drive out the other. It was wreathing the olive branch and the seven-shooter in the same emblem. Evidence seems to show that where both parties did accept the recommendations of the boards, it was where there was practically no conflict of interests between them. The procedure of the boards was the same as that of a lower court, and such they were in reality. The name "boards of conciliation" did no harm; but it did not alter in the least the fact that their decisions were backed by a sanction—the appeal to a compulsory tribunal. The value of the term "conciliation" used in the act rests mainly in the possibility of its encouraging a mutually amiable attitude on the part of the litigants. But this suggestion was received as a joke by men with practical experience in conducting cases before the boards. Speaking from an impression derived from conversation with many representatives of both sides in disputes, it appears that the real fact of the boards being simply courts of first instance, with an unrestricted right of appeal, became less and less clouded as people became more familiar with the practical working of the act. The main inconveniences felt from the superseding of the boards would in all probability be more satisfactorily met by establishing arbitration courts of first instance in their place, with some check upon unlimited appeal to the higher tribunal. To an observer from abroad it looks as though the nominal conciliation provided for in the original law simply marked a transition period, demanded by public opinion, from noninterference to compulsory interference in industrial disputes.

As the act stands at present, it allows the appointment of special boards of conciliation to consider any case involving technical questions upon the application of either party thereto. This provision is not taken advantage of, principally, it appears, for two reasons: Such boards would be appointed after a dispute had arisen, and it is believed that they would be composed of extremists or prejudiced parties in most instances, who would therefore fail to agree; and the workers feel that their representatives on such boards would be more or less marked men, and so placed at a disadvantage in securing employment after serving in such a capacity. It is probable, too, that the mere effort required to put the somewhat cumbersome machinery for constituting such boards in motion has been a prime cause for their not being utilized. The members of these boards are required to be experts in the trade under dispute. There is another provision allowing experts to be called in to assist in determining the terms of awards. Either a board or the court may direct each of the parties to nominate a competent person to act in an advisory capacity in any dispute involving technical questions. They appear not to be always of unqualified assistance to the court in arriving at a decision, however, to infer from

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a remark by the judge in the Wellington bookbinders' case: "The court has experienced very considerable difficulty in reference to making its award in this dispute. I had to call in the help of experts; but unfortunately the experts have disagreed upon every item, instead of assisting the court to arrive at a decision."

The organic part of the act hardly requires further comment. Naturally every person interested directly or indirectly in the operation of the law has his suggestions as to desirable changes in the constitution of the higher tribunal, the method of choosing the judge, the need of more courts, and a multitude of other matters relating to the constitution of the machinery for carrying out the purposes of the statute. A few of these suggestions follow. A secretary of a labor union: "I favor a court in each island, in order to avoid the present delay in getting awards. And we need a practical man rather than a supreme court justice at the head of the court." Another union secretary: "I prefer a judge as president of the court. We want decisions that will hold water if breaches are ever tried before regular courts, and when the act comes up before the supreme court, if that ever happens." A public official and large employer of labor: "Disputes ought to be brought before absolutely nonpartisan tribunals, and not before bipartisan tribunals, as at present." A labor member of parliament: "The judge ought to be permanently and exclusively an arbitration judge, without interests in the supreme court and other legal matters to call his thoughts away from the arbitration subject."

There is a proposition to have breaches of awards tried before stipendiary magistrates, in ordinary courts of first instance, which, if it becomes part of the law, will introduce an important organic change into the statute. Some of the earlier recommendations and agreements, like the Auckland painters' agreement of 1898, contained such clauses as the following: "The penalty for the violation of the above agreement shall not exceed $48.67, such penalty to be recoverable before a stipendiary magistrate." The arbitration court stopped this, however, and at present breaches are tried exclusively before that tribunal. Suits for breaches are in practically all cases brought by the unions; in fact, they are the only bodies that have up to the present time put the act in motion, either to secure awards or to prosecute for breaches. In the larger cities their secretaries, who are usually men acting in the same capacity for several unions, receiving small fees or salaries for their services, keep an eye on employers and see that the awards are observed. An amendment was passed in 1901 giving factory inspectors power to bring suits for breaches of awards, but the authority was discretionary and has seldom been used. Out of twenty-three cases brought for enforcement of award in 1902, but two were prosecuted by officers of the depart-

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ment. The annual conference of trades and labor councils held in 1903 recommended that inspectors should sue for breaches without the discretionary reservation, and that such cases should be brought before stipendiary magistrates as well as before the court. Employers seem to have no objection to this change of the law; but they wish to see the inspector the sole party authorized to sue for breaches. Some of the remarks taken from conversations upon the subject are as follows. The secretary of an employers' association: "We want breaches tried in ordinary courts, in order to make the arbitration court more careful in its awards." The secretary of a union: "We want breaches tried before magistrates, in order to avoid delays. We lose our evidence often before we can get a chance to bring a case into court. Sometimes it is 6 or 8 months before the arbitration court gets around to a case." Another union secretary: "Let there be an independent inspector of awards, if the government can afford to pay him, in each district. We need a special man to discover all the breaches. Take the carters here, for example. We know the award is being violated, but we can't prove it, by men who board their drivers at the stables and deduct large sums from their wages for it." The secretary of several unions: "It gives the unions as much expense and trouble to bring an action for breach as to get the original award. We have to get a vote of a majority of the union and all that. So it would help to have the inspectors sue. But breaches are different from awards, and if they were tried before magistrates we should have to employ lawyers, and the cost to the unions would be considerable. We thought when the act was first got up that it would put plenty of money in the union treasuries; but we are poorer now than we used to be." A labor member of parliament: "The inspectors should enforce awards in case of trifling breaches, before petty magistrates, to save time and trouble for all parties." Another labor member of parliament: "I would make the enforcement of awards by the inspector compulsory, and thus take away that much cause of friction between the unions and their employers. It makes the latter more hostile to the unions to be fined now and then at their complaint." A factory inspector: "It would be better to take away from the unions the right to prosecute for breaches and make it compulsory with the factory inspector. Personally I shouldn't like it, but I think that would be wise. Out of between 50 and 60 breaches of the law or awards that have come to my notice, I have had to take but 2 into court, and one of those by wish of the employers. So many of the unions have been organized lately that their inexperienced officers make mistakes in bringing unnecessary suits. We could enforce the awards with very little litigation." Another factory inspector: "An argument in favor of having the awards enforced by the factory inspector is that he has

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power to examine books of employers, and if given that power with reference to the arbitration act, he could discover the evidence of breaches and still be the sole party inspecting the books. That would give him a great moral influence, and still make practically no more prying into the accounts of employers than at present." Another factory inspector: "An inspector should bring all suits for breaches, first, because he could secure evidence better than the secretaries of the unions, who have no legal status in securing evidence; second, he would compromise more cases out of court; third, the secretary of a union may be made liable for costs if he loses his case, so he is weak sometimes in enforcing breaches. Then suits should be brought before stipendiary magistrates, to prevent delays and the evidence getting cold."

The intent of the act has been to make procedure as simple as possible; ordinary errors of form to not vitiate proceedings or awards. Evidence given before a board need not be repeated before the court. Either the board or the court, or their agents, have the right to visit personally and take evidence in factories, mines, and other places where an occupation is carried on, in order to determine the conditions of work in that industry. This is a right of which the court customarily avails itself. The court may accept, admit, and call for such evidence as in equity and good conscience it thinks fit, whether strictly legal evidence or not. The court alone may compel the production of books. In practice the court visits the offices of employers when the inspection of the books of a firm is necessary, and information so derived is in the confidence of the court. A lawyer may not appear in behalf of either party, before either a board or the court, unless both parties agree thereto, or unless the lawyer himself be a party to the action as an employer or employee. The court is forbidden to include attorney's fees in any costs levied under the act. In practice unions of workers and employers alike usually engage the services of some well-qualified man to conduct their case, occasionally sending to a distant part of the colony for him, and there is thus growing up a new class of lay attorneys, who practice only before the arbitration court.

ARBITRATION COURT AWARDS.

The arbitration act taken as a whole includes a considerable body of regulations and precedents, which are derived indirectly from the authority of the court, as defined in the statute itself, and further interpreted by the decision of the supreme court already mentioned. It is this part of the total body of law flowing from the original statute that has contained the most surprises, both for its advocates and for its opponents. The practical effects of the law upon industry and upon social and economic conditions can be judged only by taking into

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consideration this further development upon the statutory legislation, as embodied in the awards given by the court in the various disputes which have been submitted to its decision.

It has already been indicated that since the amendment of 1901 the jurisdiction of the court extends, without any reservation whatsoever, to all persons not government employees who are in the service of any other persons in the colony, whether engaged in what is specifically known as an "industry" or not. There is limited jurisdiction in case of government railway employees. So much for the jurisdiction over persons.

The "industrial matters" coming under the purview of the court are better considered in connection with the awards themselves. The construction of the awards, their paragraphing and classification, generally follows the paragraphing of that portion of the statute which defines the powers of the court. The following is a specimen award. It was ordered by the court of arbitration on December 23, 1902, the award to take effect from January 1, 1903, and continue in force until January 1, 1905:

AUCKLAND SUGAR WORKERS' AWARD.

In the court of arbitration of New Zealand. Northern 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 Birkenhead Sugar Workers' Industrial Union of Workers (hereinafter called "the workers' union") and the undermentioned persons, firms, and companies (hereinafter called "the employers"): The Colonial Sugar-refining Company (Limited).

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 having 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 upon the union, and upon every member thereof, and upon the employers, and upon each and every of them, and that the said terms, conditions, and provisions shall be deemed to be, and they 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, 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 and perform the same. And the court doth 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 the sum of £100 ($487) shall be the maximum penalty payable by any person or party in respect thereof. And the court doth further order that this award shall take effect from the 1st day of January, 1903, and shall continue in force until the 1st day of January, 1905.

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In witness whereof the seal of the court of arbitration hath hereto been put and affixed, and the president of the court hath hereunto set his hand, this 23d day of December, 1902.

THEO. COOPER, J., *President.*

THE SCHEDULE HEREINBEFORE REFERRED TO.

Hours of labor.

1. Except where otherwise specially provided in this award the week's work shall consist of forty-eight hours' work, excluding meal hours. The employers shall have full discretion to regulate the said working hours in each department according to the circumstances of each such department, but so that workers shall not be employed without payment of overtime for more than eight hours and three-quarters in any one day, nor for more than five hours continuously without an interval of at least three-quarters of an hour for a meal. The foregoing limits of working hours shall not be deemed to apply to any worker employed in getting up steam for machinery in the factory or in making preparations for the work of the factory.

The employers shall be entitled to require any workers or section of workers to work shifts by day or night.

Overtime.

Overtime shall be paid for at the rate of time and a quarter for the first two hours and time and a half afterwards, and shall be calculated daily. Work which is not work of necessity or emergency done on Sundays shall be paid for at double rates. Nothing in this clause contained shall apply to night watchmen.

Holidays.

2. The following shall be recognized holidays: Christmas Day, Good Friday, Picnic Day, and Labor Day.

Work done on Christmas Day and Good Friday, except work of necessity or emergency, shall be paid for at double rates, and work done on Picnic Day and Labor Day, except work of necessity or emergency, shall be paid for at the rate of time and a half.

Engineer's shop.

3. The hours of labor and rates of pay shall remain as they are at present.

Rates of wages.

4. The following shall be the minimum rates of wages to be paid to the class of workers herein specified:

Boiler firemen	54s.	($13.14)	per week of 48 hours
Char-end firemen	54s.	($13.14)	per week of 48 hours
Trimmers	42s.	($10.22)	per week of 48 hours
Liquor runners	54s.	($13.14)	per week of 48 hours
Char emptiers	48s.	($11.68)	per week of 48 hours
Char levelers	48s.	($11.68)	per week of 48 hours
Panmen	60s.	($14.60)	per week of 48 hours
Centrifugal driers	48s.	($11.68)	per week of 48 hours
Centrifugal spreaders	42s.	($10.22)	per week of 48 hours
Centrifugal scoopers	45s.	($10.95)	per week of 48 hours
Cellarmen	42s.	($10.22)	per week of 48 hours

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Packing and delivery store.

General laborers	42s. ($10.22) per week of 48 hours
Head scalemen	48s. ($11.68) per week of 48 hours
Assistant scalemen	45s. ($10.95) per week of 48 hours
Head tallymen	48s. ($11.68) per week of 48 hours
Assistant tallymen	45s. ($10.95) per week of 48 hours

Boys and youths shall be paid according to the general scale for payment of youths and boys hereinafter set forth.

Raw-sugar store.—If the company employs labor, then the following shall be the rates to be paid: Adult laborers, 42s. ($10.22) per week of 48 hours; jigger drivers (if adults), 40s. ($9.73) per week of 48 hours; youths and boys, according to the general scale hereinafter set forth.

If the work in this store is let on contract, then the contractor shall pay to the workers employed by him the rates of wages above prescribed.

Washhouse.—No boy under the age of 18 years shall be employed in the washhouse. The following shall be the rates of wages to be paid in this department: Youths from 18 to 19 years of age, 30s. ($7.30) per week of 48 hours (see below); youths from 19 to 21 years of age, 36s. ($8.76) per week of 48 hours; adult workers, 45s. ($10.95) per week of 48 hours; other workers, filters, blowups, and melters, each 42s. ($10.22) per week of 48 hours; general yard hands, each 42s. ($10.22) per week of 48 hours; greasers, head, each 51s. ($12.41) per week of 48 hours; greasers, assistant, each 48s. ($11.68) per week of 48 hours.

If the work in this department is let on contract, the contractor shall pay the wages set forth as the scale for payment of workers engaged at this work, and the conditions above set forth shall be strictly observed by him.

Night watchmen.—The hours and general duties of the night watchman, or night watchmen, shall remain as they are at present, and they shall be paid at the rate of 48s. ($11.68) per week for the week's work. The provision of this award in respect to overtime and holiday and Sunday work shall not apply to night watchmen.

Tinsmith's shop.

The hours of labor and general conditions of work in the tinsmith's shop shall remain as they are at present. Adult workers shall be paid a weekly wage of 42s. ($10.22).

Youths and boys shall be paid according to the general scale for youths and boys hereinafter set forth.

If the work in this department is done by contract, the contractor shall abide by and perform the above conditions.

Sirup house.

The wages to be paid to boys and youths in this department shall be according to the said general scale for boys and youths. If any worker over 21 years of age is employed as a labeler, filler, or boxmaker, he shall be paid not less than 33s. ($8.03) per week.

If the work in this department is done by contract, the contractor shall abide by and perform the above conditions.

Repairing sacks department.

Adult workers shall be paid 42s. ($10.22) per week of 48 hours' work.

Youths and boys according to the said general scale for youths and boys.

If the work in this department is done by contract, the contractor shall abide by and perform the above conditions.

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Bag-making department.

The hours and general conditions of work in this department shall remain as they are. The printer shall be paid a weekly wage of 42s. ($10.22). Boys and youths shall be paid according to the said general scale for boys and youths.

If the work in this department is done by contract, the contractor shall abide by and perform the above conditions.

Scale of wages for youths and boys.

5. The following is the general scale for boys and youths:

Under 16 years of age	12s. 6d. ($3.04) per week
16 to 17 years of age	15s. ($3.65) per week
17 to 18 years of age	20s. ($4.87) per week
18 to 19 years of age	25s. ($6.08) per week
19 to 21 years of age	30s. ($7.30) per week

Boys and youths shall be paid overtime according to the provisions of "The Factories Act, 1901."

Boys attending panmen shall be paid a weekly wage of 30s. ($7.30) for 48 hours' work.

Workmen unable to earn the minimum wage.

6. Any worker who considers himself unable to earn the minimum wage herein prescribed for the class of work in which he desires employment may be paid such less sum as shall be agreed upon in writing between the president of the union and the manager of the company, and in default of such agreement within 24 hours after such worker shall have been given notice to the secretary of the union requiring his wages to be so agreed on, as may be fixed in writing by the chairman of the conciliation board for this industrial district. The said worker shall give 24 hours' notice in writing to the said secretary and the manager of such application to such chairman, and the said secretary and manager shall each be entitled to be heard by such chairman thereon.

Preference.

7. When the rules of the union shall have been amended so as to permit any person of good character and sober habits who has been or is now employed in the company's works, or who may desire to obtain employment from the company, to become a member of the union upon payment of an entrance fee not exceeding 5s. ($1.22), and of subsequent contributions, whether payable weekly or not, not exceeding 6d. (12 cents) per week, without ballot or other election, and when of such amendment written notice shall be given by the union to the company, then and in such case the company shall, when engaging workers, employ members of the union in preference to nonmembers, provided that there are members of the union equally qualified with nonmembers to perform the particular work required to be done and ready and willing to undertake it.

Nothing in the foregoing clause contained shall apply to the employment of youths under the age of 18 years, nor to the employment of casual labor, nor to laborers engaged in loading or discharging vessels at the company's wharves and not employed in the company's store.

8. Until the rules of the union are altered in accordance with the provisions of clause 7 hereof, the company may employ any person, whether a member of the union or not; but the company shall not discriminate against members of the union, nor in the engagement or dismissal of their hands, or in the conduct of their business do anything for the purpose of injuring the union directly or indirectly.

9. When members of the union and nonmembers are employed together, there

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shall be no distinction between them, and both shall work together in harmony, and shall receive equal pay for equal work.

10. Nothing in these clauses contained shall be deemed to prevent the continued employment by the company of workers now in their employment, although such workers may not be, or may not hereafter become, members of the union.

Employment book.

11. The union shall cause to be kept at the Chelsea post-office a book to be called "the employment book," wherein shall be entered the names, addresses, and occupations of all the members of the union for the time being out of employment, together with the names, addresses, and occupations of each person by whom each such member shall have been employed for the preceding 6 months. Immediately on such member obtaining employment a note thereof shall be entered in such book. The union shall be answerable as for a breach of this award in case there shall be any entry in such book willfully false to the knowledge of the executive of the union, or in case the executive of the union shall not have used reasonable efforts to verify the same. Notice when such book is deposited shall be given to the manager of the company, and until such notice shall have been given the provisions of clause 7 shall not apply. The manager of the company shall have the right to inspect such book during working hours.

Week's notice.

12. A week's notice shall be given by the employer and worker of termination of engagement of service, but this provision shall not apply to cases where the worker has been guilty of misconduct or breach of duty, nor to persons employed casually.

Term of award.

13. This award shall take effect from the 1st day of January, 1903, and shall continue in force until the 1st day of January, 1905.

In witness whereof the seal of the court hath been hereto put and affixed, and the president of the court hath hereto set his hand this 23d day of December, 1902.

THEO. COOPER, J., *President.*

The jurisdiction of the court, as stated in the law, extends to all disputes which may be brought before it relating to "industrial matters." Without limiting the definition, "industrial matters" is stated in the law to include, first:

"(a) The wages, allowances, or remuneration of workers employed in any industry, or the prices paid or to be paid therein in respect of such employment."

This is to be read with section 92 of the consolidated act, which provides: "The court in its awards, or by order made on the application of any of the parties at any time whilst the award is in force, may prescribe a minimum rate of wages or other remuneration, with special provision for a lower rate being fixed in the case of any worker who is unable to earn the prescribed minimum."

These clauses may be held to cover all that relates in any way to the wages of the employee. Under this authority the court has established, according to the customs prevailing in the different trades: (1) Weekly time wages; (2) daily time wages; (3) hourly time wages; (4) monthly time wages; (5) piecework schedules; (6) wages for apprentices and improvers; (7) wages of minors; (8) wages for overtime and

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holidays, and has incidentally established holidays in the different trades; (9) wages for urban and suburban or rural work in case of employees sent away from their homes; (10) required wages to be paid while the employee was incapacitated for work by injuries received in service; (11) established the time and place of payment of wages; (12) provided for lower wages for incompetent and slow workmen. In sum, any money provision that might be included in a private contract for work has been assumed to come under the jurisdiction of the court and to be a matter subject to valid regulation by that tribunal. Incidentally to the authorizing of piecework schedules, and supported by additional authority granted in subsequent paragraphs of the act, that court has in some occupations fixed the ratio of piecework to time-wage hands to be employed in a shop, or has forbidden piecework altogether. It has regulated the matter of wages and board where employees live with their employers. The spirit of the awards has been, in cases where the interests of the worker and the industry were in conflict, to consider first the interests of the worker, but so far as possible to effect a compromise not disadvantageous to either. For instance, in a recent bootmakers' dispute the question of allowing piecework was before the court. In the course of the proceedings the judge stated that in his opinion piecework was injurious to the workman, and therefore contrary to social interests. The representative of the employers, himself the head of a large manufacturing and importing establishment, thereupon proceeded to withdraw his case, stating that under the conditions prevailing in the industry he should be forced to close his factory and import exclusively if time wages only were allowed. In view of this fact, as presented, the court did modify its views in relation to the award actually granted in that occupation.

With reference to the establishment of a minimum wage the policy of the court has not been uniform. Technically, of course, any wage established by the court becomes a minimum wage; for it is made an offense against the act to pay less than that wage except in certain cases of incompetents specially provided for under a separate clause of the award. But the judicial minimum wage may be placed above or under the natural minimum wage demanded by custom in a particular industry, or by the standard and cost of living in any community. In fixing a wage under the law the court evidently may employ as its guide either this natural minimum wage or the average wage then prevailing in the trade or occupation under consideration. Much depends upon the action of the court in this matter, and the whole theory by which the intervention of the court is justified must be changed according as the one or the other method of procedure is adopted. The original motive for establishing the minimum wage boards in Victoria, for instance, was to prevent sweating and undue competition among workers to an extent that brought wages below

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the cost of living, created a dependent class in the community, and therefore constituted a social evil in which every citizen and taxpayer was directly interested. This primary object could be attained by making the legal minimum wage the same as the natural minimum or "living" wage. This was not a method suggested to obviate strikes, and would be ineffective to do so in any case, for the Victorian law contained no provisions and penalties relating to industrial disputes. Moreover, where there is a natural minimum wage established it is assumed that no motive is given the average employer to level down wages to the legal minimum because he has had to increase the wages of his lower paid employees. On the other hand, the prime motive for making the legal minimum wage equivalent to the average natural wage is to prevent strikes, and only when such an average, fair, or normal wage has been adopted as a standard is any penalty upon strikes morally justified. An economic result of selecting an average wage for a legal minimum wage, however, is to create a uniform wage throughout an industry—or at least to create a tendency to make the wage uniform—because the employer generally has to increase the compensation of his lower paid employee, and therefore has a strong motive to balance his loss on this side by lowering the pay of his more efficient men to the minimum. And under a law establishing such a minimum wage the more competent employee has not a recourse to strikes for any evil he may personally suffer from the operation of an award. It is therefore a matter of special interest to follow the policy of the court in this connection and to trace the effect of that policy upon the range of wages paid in different occupations regulated under the act.

When the law was first called into operation, in 1896, the court tried the experiment of delegating authority to fix wages in the bootmakers' trade to a committee of employers and employees constituted by the award, from which, in case of no agreement, appeal might be taken to the court. But within a few months the court modified the award, doing away with the private boards, and since then has directly specified the wages, or the minimum wage to be observed by the parties to the dispute. The principle governing the court seems to be to include in the award such terms as would probably have been included in a collective bargain between the parties thereto in case they had come to an extrajudicial agreement. Therefore the wage is usually what in the opinion of the court is a fair wage, or a ruling wage in the locality to which the decision applies. But in one of the earliest awards of the court, that of the Wellington seamen, in 1897, wages were raised $2.50 a month. A similar advance is implied in a clause of the Canterbury carpenters' award, given in July of the same year, which reads: "The increase of wages provided for in rules 1 and 3 to

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come into operation on Tuesday, the 6th day of July instant." So it appears that in certain instances the awards of the court have been an instrument for raising wages, and that they have established a minimum wage not only above the lowest, but also above the average wage previously prevailing in an industry. This, in fact, was the only just thing the court could do if it were to prevent strikes during a period of rising profits and prices.

The view of the court, however, appears to have been different in another instance, for in discussing the range makers' award, given in Christchurch last October (1902) the judge says: "These rates ($2.04 a day) are slightly under the rates agreed upon some time ago in Dunedin. * * * The rates we fix are minimum rates, and are, in our opinion, the fair minimum rate for this class of work." A "fair minimum" wage is again defined in the remarks of the court upon the Wellington timber workers' award: "We have fixed what is, in our opinion, a fair minimum rate. In some instances employers were paying less than the amounts now prescribed. In other cases the maximum paid was more. It is a fair minimum that we have to fix, neither the lowest wage paid in one particular mill nor the highest paid in another, but what ought to be a fair minimum for all the mills." In still other instances the court does not speak at all of a minimum rate, but of a "fair rate" without other qualification. In the Auckland gas workers' award of 1902 the judge says: "These wages provide for stokers a yearly sum of $827 per man, and for coalers of $645, and the court considers this to be a fair equivalent for the work done." In another instance the court is guided by the customary rate paid alone, as in case of the Otago bricklayers' award of 1902: "In this matter we have fixed the minimum wage at $0.37 an hour, that being the standard rate which has been payable in this district for a considerable time past." Sometimes there appears to be an effort to provide for a range of wages rather than a fixed and uniform wage, as in the 1902 award of the Auckland saddlers: "Every journeyman working at any branch of the trade (except as hereinafter mentioned) shall be paid not less than $0.24 an hour, and the masters recognize that better class men be paid from $11.68 to $13.38 per week." In the Wellington grocery clerks' award of 1902 the court again recognizes the difficulty of fixing a hard and fast rate of wages: "We have therefore provided a minimum wage for assistants generally, and the rate of payment for those who may occupy positions of higher responsibility than that of a general assistant we have left to the employer and the particular employee. * * * Merit and ability will always find its legitimate reward, and it is not in the interests of either party that in a trade such as this an automatic rate of payment for those who may have to take the more responsible positions in a large grocer's shop should be prescribed by this court."

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The court recognizes a tendency not to pay higher wages than those prescribed in the awards, as is indicated by the following remarks of the judge upon the Auckland carters' award of 1902: "We wish both men and masters to bear in mind that it is the minimum wage, not the maximum, we fix. The evidence shows that a few employers are paying to some of their carters in some instances something over the minimum. The court does not consider that, because it has fixed the minimum at a little lower than the wage at present paid to a few carters, these carters ought to be brought down to the minimum rate." Still more mandatory is a clause in the Auckland cabmen's award of 1902: "No employer shall reduce the wages of any employee who is at this date earning more than the rate of wages prescribed as the minimum rate under this award."

No satisfactory investigation has been made of the effect of a legal minimum wage upon range of wages, and it should be borne in mind that data from Victoria, where the minimum wage boards have different functions and powers than the New Zealand arbitration court, do not apply to conditions in the latter country. As a matter of fact the relation of the maximum to the legal minimum wage varies in different trades with different local conditions and with the more or less perfect adjustment of the individual awards to the conditions and customs of the industry they cover. Men practically familiar with the working of the law in New Zealand generally formed their opinion from facts observed in some particular trade or occupation, and their views upon the subject were as diverse as their experience. This is sufficiently shown by the following quotations from memoranda made during interviews. A manufacturer: "The maximum and the minimum wage tend to become equal, and the court establishes an average for a minimum wage." Secretary of an employers' association: "The maximum and minimum wages are the same for tram employees." Secretary of a harbor board: "We pay the minimum wage to wharf laborers, $0.28 an hour, and $0.45 for overtime." A building contractor: "We have to raise our maximum wage in the building trades when the minimum is raised, or the better men wouldn't do any more work than the poorest." Employer and member of a conciliation board: "The greatest weakness of the act is the dead level of wages it creates and the dead level of mediocre workmanship resulting." A prominent editor and printing employer: "The tendency on the part of employers is to make the minimum wage the average wage, and the court fixes a high minimum apparently with this in view." An iron works superintendent: "The minimum wage is not the maximum wage with us. We sack a poor man when we can get a good man, and pay him more than the award. That's most profitable for us, and keeps the men cheerful." The president of a trades and labor council: "The employer makes the minimum wage the maximum. It

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would be better to have a real minimum, if it could be done without injuring better workmen." The secretary of a trades and labor council: "The maximum equals the minimum wage in some trades, like the coach builders. In others, like the bootmakers, it doesn't. On the whole the tendency is to level down wages to the minimum." The secretary of several unions: "The maximum is getting to equal the minimum wage here, and this has a bad effect on production. I should prefer to have wages scaled as nearly as possible to output, and some system of bonuses established for the better workmen under the award." A labor member of parliament: "Painters and carpenters here are getting from $0.73 to $0.97 a day more than the award minimum." Another labor member of parliament: "Some employers evidently combine to make the minimum wage the maximum. We haven't positive evidence of this, but it has not been denied." A third labor member of parliament: "On the whole the effect is not to put wages on a dead level." A factory inspector: "My experience is that most employers pay more than a minimum wage to some employees. In the bookbinding trades in my district all but one employee receive more than the minimum wage, which is $9.73 a week. They get from $12.17 a week up." A government official in the labor department: "The maximum undoubtedly is brought down to the minimum wage in most cases." Another factory inspector: "It is the general rule here to pay over the minimum wage." Last January the Wellington Builders and Contractors' Association, representing 44 employers, and employing 372 carpenters, resolved not to pay more than the minimum wage established in the award, except to stair builders. But at the time the award was made only 9 of the 372 men reported were receiving more than the minimum wage in question.

An attempt is here made to show the relation of the maximum wage actually paid in certain trades to award wages. The matter has been tabulated from statistical data gathered from the annual reports of the department of labor and from an inspection of the original awards. Figures in the final column showing the difference between the maximum and the award wages in 1902 are given only when the maximum wage reported by the inspectors is known not to include foremen's salaries. In several respects the data in the reports quoted is not uniform, and this has limited the number of occupations in which an accuraté comparison could be made.

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MALE ADULTS EMPLOYED IN URBAN TRADES, AND RELATIONSHIP BETWEEN ACTUAL AND AWARD WAGES.

[In this table the minimum wage columns include pay of laborers, helpers, etc., and cover many employees not affected by the awards. In the column showing the difference between the maximum and award wages for 1902 figures are given only when the maximum wage is known not to include foremen's salaries.]

Occupations and cities.	1899.			1902.				
	Number employed.	Weekly wages.		Number employed.	Weekly wages.			
		Minimum.	Maximum.		Minimum.	Maximum.	Award.	Difference.
Brick and tile makers:								
Auckland	91	$7.30	$19.47	123	$6.08	$14.60	$12.17	$2.43
Wellington	59	8.03	14.19	81	10.22	15.33	14.60	.73
Christchurch	53	7.30	10.22	81	5.84	14.60	11.68	....
Dunedin	27	7.30	14.60	43	6.69	17.03	14.60	....
Cabinetmakers:								
Auckland	123	2.92	21.90	134	6.80	14.60	14.60	.00
Wellington	78	6.33	14.60	87	8.52	14.60	14.60	.00
Christchurch	85	4.87	19.47	223	4.26	19.47	13.38	....
Dunedin	112	4.26	14.60	153	6.08	19.47	14.60	....
Carpenters:								
Auckland	(a)	(a)	(a)	74	6.57	14.60	13.38	1.22
Wellington	76	9.25	17.03	87	9.73	14.60	14.60	.00
Christchurch	(a)	(a)	(a)	(a)	(a)	(a)	14.27	....
Dunedin	(a)	(a)	(a)	49	13.38	17.52	14.60	....
Molders (iron):								
Auckland	(a)	(a)	(a)	22	6.08	14.60	12.87	1.73
Wellington	35	8.52	16.06	52	10.22	15.15	12.73	1.42
Christchurch	35	7.30	18.98	(a)	(a)	(a)	12.87	....
Dunedin	68	4.38	19.47	215	4.87	21.90	14.60	....
Plumbers and gas fitters:								
Auckland	117	4.87	14.60	89	7.30	12.49	13.34	(b)
Wellington	114	7.30	14.92	116	6.08	14.92	14.92	.00
Christchurch	36	7.30	23.36	66	6.08	18.98	13.14	....
Dunedin (c)	72	4.87	17.03	96	4.38	17.64	13.38	....
Range makers:								
Auckland	15	2.92	14.60	7	7.30	14.60	(d)	....
Wellington	23	10.22	12.17	(e)	(e)	(e)	(d)	....
Christchurch	16	7.30	17.03	24	6.57	14.60	12.41	....
Dunedin	20	6.08	14.60	32	7.30	14.60	13.14	....
Saddlers:								
Auckland	135	4.87	15.82	101	8.52	12.17	11.68	.49
Wellington	26	8.76	14.60	45	7.30	14.60	11.68	....
Christchurch	32	6.08	15.09	63	4.87	18.25	11.68	....
Dunedin	27	3.65	14.60	48	4.62	14.60	11.68	....
Tailors:								
Auckland	202	3.65	29.20	140	9.73	14.60	12.17	2.43
Wellington	120	7.30	14.60	147	9.73	14.60	13.38	1.22
Christchurch	113	3.65	14.60	199	4.87	29.20	13.38	....
Dunedin	84	7.30	17.03	140	3.65	17.03	13.38	....
Tanners:								
Auckland	25	7.30	24.33	42	7.30	13.38	10.95	2.43
Wellington	81	7.30	17.52	87	7.30	14.60	(d)	....
Christchurch	f 27	8.76	19.47	252	5.84	19.47	10.95	....
Dunedin	70	8.52	11.68	85	5.84	19.47	(d)	....

a Not reported.
b Award later than statistics.
c Including tinsmiths.
d No award.
e No adults employed.
f Beamsmen only.

The table shows that out of 13 cases where the figures allow a reasonably exact comparison of the maximum wage paid journeymen mechanics with the award wage in four instances the two rates were the same. In the case of the Auckland plumbers and gas fitters the award made just after the statistics were taken increased wages over the maximum paid when it went into effect. In 9 trades or districts the maximum wage ranges from 49 cents to $2.43 a week above the minimum rate established by the award. Any comparison of the maximum wage paid in 1899 with that paid in 1902 is apt to be misleading, except in the Wellington district, because of the uncertainty as to whether the wages of foremen are included in the figures given.

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The minimum wage column includes the pay of laborers, helpers, and improvers of various kinds, over 20 years of age, and covers many employees not affected by the awards. This column also shows no special improvement in the wages paid the workers during the last three years. But it must be remembered that neither column contains even a suggestion as to the average wages for all employees, which may have varied considerably during that period. The present average wages of skilled craftsmen, however, are indicated with practical exactness in most cases by the rate established by the awards.

A somewhat novel assumption of jurisdiction by the court under the clause of the act now under discussion appears in an award of the Wellington horse-car employees of 1902. The minimum wage section contains this clause: "Only time lost through the default of the workman shall be deducted from the weekly wage." In his remarks upon the award the judge says: "It has been the custom for the corporation [the municipality of Wellington] to stop from the weekly wages of the men time lost through injuries sustained by the men in the performance of their duties, even though the disablement has been for less than 14 days, and therefore was not insured against. This, we think, requires alteration, and we have provided that only time lost through a man's own default shall in future be deducted from his wages." The Workers' Compensation for Accidents Act at this time provided that in case of injuries disabling a worker for a period of at least two weeks the employer should be liable for compensation not exceeding one-half his average weekly earnings, and not exceeding $9.73 a week. A subsequent amendment to the act has reduced the period of disablement required to incur liability to one week. The administration of the Compensation for Accidents Act is under the jurisdiction of the arbitration court. Here the court has, however, in a special employment, not more dangerous than many others, and acting apparently from a sense of equity rather than in response to a trade custom, required full wages to be paid employees in case of any accident in service; or, in other words, has amended the act. But this conflict and overlapping of legislative and judicial authority occurs in a number of other instances in the working of the arbitration law, and will be discussed more fully elsewhere.

The question of the wages of incompetents and slow workers has been one of the most vexatious that has arisen under the arbitration law. The awards contain a provision that if any journeyman considers and proves himself incompetent to earn the minimum wage he shall be paid a less wage, to be agreed upon between the employer and the president or secretary of the union of the trade in question and specified in a permit granted by the latter. Other ways of securing these permits are sometimes provided, but usage has gravitated toward the method mentioned, with an appeal in case of disagreement to the

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chairman of the local board of conciliation or some other disinterested third party. The permits usually run for 6 months, and thereafter until a 14 days' notice from the secretary of the union, to show cause why it should be continued, has expired.

A number of cases have occurred where refusal to grant these permits is reported to have worked hardship upon employees. A case was mentioned in Christchurch where a crippled painter had lost employment in this way. But as a rule the unions seem to have been fairly liberal in granting special concessions to real incompetents, at least in the case of local workmen. The incompetent drifting in from outside may have a rough time of it. The chairmen of the conciliation boards are said to hesitate about overriding the decision of the union officials in case the latter refuse a permit. It is natural to assume that his fellow-workmen can appraise a man's competency to earn a full wage better than an outsider. But the unions, though they have the granting of these permits largely in their own control, are by no means satisfied with the situation. They claim that employers, by refusing to employ men on the ground that they are unable to earn the minimum wage, always have at hand an instrument with which to attack the integrity of the awards. They want a statutory definition of incompetency, as implying age, infirmity, and similar disabilities, made part of the act. Individual unions have also tried to secure some such definition of incompetency in their awards, but the court has usually ruled that the provisions of the statute did not permit it to exclude any worker from the privilege of requesting such a permit if he so desired. In some cases, however, as in the Auckland cabmen's award of 1902, the incompetency clause specifies "old age or physical infirmity" as the grounds upon which lower-wage permits shall be granted.

Naturally there are many workers who are a trifle less competent than their fellows, who are decidedly averse to applying for these certificates. To hold one marks a man as less skilled and therefore a less valuable workman, and prejudices his price in the labor market for all time to come. This is only another version of the minimum-wage question—the difficulty of fixing a uniform rate which shall hold for the labor value of every man engaged in an occupation. Under the piecework system this difficulty is not encountered. But if there should be a period of falling prices and trade depression in New Zealand, and the value of labor should also decline, so that a large number of workmen might fall just below the minimum wage-earning capacity to swell the ranks of nominal incompetents, it looks as though there might be a struggle between the more highly skilled few and the less capable many over the question of the justice of the awards themselves, which would lead to dissension in labor ranks and an imperiling of the efficacy of the act.

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The second paragraph of the statutory enumeration of the matters under the jurisdiction of the court reads as follows: "(b) The hours of employment, sex, age, qualification, or status of workers, and the mode, terms, and conditions of employment." These powers are qualified by the following statutory reservation: "In no case shall the court have power to fix any age for the commencement or termination of apprenticeship."

Under this somewhat vaguely defined but evidently comprehensive grant of authority, the court has included in its awards regulations governing: (1) The hours of labor and the distribution of those hours throughout the different days of the week or fortnight; (2) hours for meals; (3) apparently sex in some trades, as in the question of indenturing printers' apprentices; (4) the proportion of youths to men employed; (5) the age of youths employed; (6) the indenturing or non-indenturing of apprentices in different trades; (7) the term of apprenticeship; (8) read in connection with paragraph (a), quoted above, the conditions under which piecework may be used; (9) the terms of contracts for job work, as in mines; (10) the operations or class of labor that different grades of workmen shall be allowed to perform; (11) an implied right to govern the introduction of machinery into a manufacturing operation; (12) the classification of manufacturing departments. It might be possible to extend still further the detailed enumeration of items in the various awards that appear to be based upon authority derived from this clause of the statute.

Constant pressure is brought by the unions to reduce hours of labor by the awards, as well as to increase wages, and in most skilled trades they have secured what is practically a Saturday half holiday ([a]) by obtaining decisions requiring overtime to be paid for any period worked over 44 hours a week. But the specific details of the regulations established in this respect are as various as the trades they govern.

The question of apprenticeship and of the proportion of youths to men employed is, like the question of hours and wages, one of the points where the interests of employers and employees come most sharply into conflict. The court has stated its general policy in this matter in the remarks appended to the award in the Wellington grocers' dispute of 1902, where the petition of the union was denied:

> There are some occupations where it is advisable to limit youths in number. But there are other occupations where no such limit is either reasonable or necessary, and, as we have said on more than one previous occasion, it is our duty to see that the avenues for suitable work are not closed to the youth of the colony. We owe a duty to the boys of the community, as well as to the adult workers of the colony, and that duty we must perform to the best of our ability. In practically every occupation the regulation of which has been submitted to this court we have been asked to exclude youths beyond a limited proportion to the adults employed. That proportion is gen-

[a] A bill is now pending to make this compulsory by statute.

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erally stated at either one youth to three or one youth to four adults employed. Thoughtful workingmen, we think, must recognize that if their boys are debarred from obtaining suitable employment in trades from which there is no natural right for their exclusion a wrong is done to these boys, and the difficulties surrounding the bringing up of a family are very much increased. The interests of the colony demand that there must be no improper shutting out from the legitimate means of earning a livelihood by the youth of this colony; and we think that we are amply justified, in the interests of the working classes themselves, in again emphasizing this principle. While, therefore, we do not limit in any way the employment of youths in this trade, we prescribe a scale of wages to be paid to them according to age, which we think will prevent any abuse.

Both the statutes and the awards of the court prohibit the employment of young workers without pay, and in all cases where the employment of youths is permitted the court has followed the policy indicated above, of prescribing a scale of minimum wages rated according to the age or the term of service of the minors employed in the industry. The object of the workers in seeking to limit the employment of youths is twofold; (1) To prevent the supplanting of better-paid adult labor by cheap child labor, and (2) to avoid the creation of a surplus of skilled workmen in any occupation. The unions are in favor of indenturing apprentices, and the conference of trades and labor councils, which is the mouthpiece of organized labor in the colony, has repeatedly called for statutory legislation compelling indentureship in the skilled trades. All of the classical arguments pro and con with regard to this system have been thrashed out repeatedly before legislative committees and arbitration tribunals, and need not be rehearsed here. The practice of the court has been to observe the local custom of the trade in the requirements prescribed in the awards in respect to indenturing, but in the skilled occupations to establish in all cases at least a sort of free apprenticeship by requiring that a certain period shall be served in a trade before a workman shall be entitled to award wages as a journeyman. In this respect the trade-union rules familiar to American workmen are embodied without important modification in the court's decisions. Awards contain a condition to the effect that arrangements already existing between employers and the apprentices working for them shall be observed. The term of unindentured apprentices has been extended in some awards. The new Auckland molders' award, where a 5-year apprenticeship formerly prevailed, reads: "The period of apprenticeship shall be 6 years. Indentures shall not be necessary. The proportion of apprentices to journeymen employed by any employer shall not exceed one apprentice to every three journeymen or fraction of three." There does not seem to be a disposition on the part of the court to extend indentureship where it does not already exist. In the case of the Otago tailors the judge said: "It has

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not been the custom of the trade to indenture the apprentice, and we do not consider that an alteration should now be made." The obligation to indenture youths is sometimes considered a sufficient restriction upon the employment of minors in a trade. In the Otago bricklayers' award of 1902 the court says: "We have not limited the number of youths. The union at the hearing asked that the proportion should be one to every journeyman. We consider that the obligation to indenture the youths will be quite sufficient in this trade to insure that no unfair proportion of youths will be employed." Country towns are sometimes excepted from the limitation as to the number of youths to be employed. In certain awards it is made optional to indenture or not to indenture apprentices, but in the latter case the minimum wage is made higher than in the former. In the Wellington typographers' country award the following schedule of weekly wages is fixed for male employees under 21 years of age:

WEEKLY WAGES FOR MALE EMPLOYEES UNDER 21 YEARS OF AGE.

Time.	Unindentured employees' wages.	Indentured employees' wages.
First 3 months	$1.22	$1.22
Second 3 months	1.83	1.22
Third 3 months	2.43	1.22
Fourth 3 months	3.04	1.22
Fifth 3 months	3.65	2.43
Sixth 3 months	4.26	2.43
Fourth 6 months	5.47	2.43
Fifth 6 months	6.08	3.65
Sixth 6 months	6.69	3.65
Seventh 6 months	7.30	4.87
Eighth 6 months	7.91	4.87
Ninth 6 months	8.52	6.08
Tenth 6 months	9.12	6.08
Eleventh 6 months	10.22	7.30
Twelfth 6 months	(a)	7.30

a Journeyman's wages.

It is a rather general complaint, even among employers friendly to the act, that the limitations placed upon apprenticeship in the awards react unfavorably upon industry. A coach builder, himself an employing workman, said: "The main difficulty with the award here is the limitation of apprentices, which will make the future supply of workmen deficient. We are not training any boys up in our trade here." A boot manufacturer said: "We employ practically no apprentices, and can't make infants' and small goods." A publisher: "The apprenticeship limitation in the linotype award is such as to make it practically impossible for a boy to learn operating in the colony. I know of but two papers that have a single linotype apprentice. We have not business enough to justify a special school for operators in the colony, so we shall have to get skilled men from abroad when we need them." On the other hand, trade-union officials say that lax apprenticeship is deteriorating the colonial workmen. A

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union secretary said in the course of a conversation: "I found that foreman that I just sent those men to his first job in the colony not long ago. He started in as a common journeyman, and now has charge of the work of a large employer, takes on and sacks men, and is the general boss, simply because he understands his trade better than the men trained in the colony. And I could give you a dozen other instances of the kind here in the city where the same thing has occurred, and outsiders have come in and been promoted over the home men."

The following is taken without comment from a recent memorandum in the records of an employers' association: "In industry No. 4 an important development has taken place in connection with the question of the limitation of apprentices. The award, it appears, limited the number of apprentices to one for every three operatives. As time went on, however, owing to the number of skilled hands (through removal and other causes) becoming greatly reduced, and to the inability of the employers and the union to find hands to fill their places, it was found that unless apprentices were taken on in excess of the number allowed in the award the business of one establishment at least would be seriously checked and would ultimately come to a standstill. Some understanding has, I believe, been arrived at between the employers and the union on the matter."

Even with the restrictions placed upon the employment of minors, it is a general source of complaint with manufacturers that young workers are difficult to secure. In a shoe factory visited several machines were idle, according to the proprietor, because he could not find girls to operate them.

Piecework is limited in a number of awards, and there appears to be a disposition on the part of the court to discourage this form of payment for services. The number of pieceworkers is not restricted in the first carpenters and joiners' award at Auckland, but in the present award not more than one pieceworker is allowed for every three men working on time wages. In connection with the Otago tailors' award of 1897 the judge said: "With respect to what appears to be the principal matter in dispute—the proportion of wages men to journeymen [pieceworkers]—we see it has been recognized in the old country, and here in the colony (in Wellington), that it is considered in the trade to be a reasonable thing that a proportion should be fixed. An agreement has been come to in Wellington between the masters and the union upon the subject, and our award will be to place the trade on the same footing as the trade in Wellington—that is, one day man in any shop, and a second day wage man for the second four pieceworkers employed." In the furniture trades in the same district however, piecework is now prohibited, though allowed and regulated by an elaborate schedule in the previous awards.

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There seems to be an implied claim on the part of the court to the right to regulate the introduction of machinery in a business, as in certain awards such introduction is expressly allowed to employers. In the Canterbury bootmakers' award of 1901 there is a clause stating: "It is the manufacturer's right to introduce whatever machinery his business may require. * * * Any system of subdivision may be used, either in connection with hand or machine labor; but the employer must arrange the subdivision so that the product of each man is a separate and independent operation."

The next three paragraphs of the act enumerating the matters under the jurisdiction of the court should be read together: "(c) The employment of children or young persons, or of any person or persons or class of persons, in any industry, or the dismissal of or refusal to employ any particular person or persons or class of persons therein; (d) The claim of members of an industrial union of employers to preference of service from unemployed members of an industrial union of workers; (e) The claim of members of industrial unions of workers to be employed in preference to nonmembers."

The last two of the sections quoted are amendments to the original law, and give specific statutory authority for powers previously assumed by the court under the clause which immediately precedes them. So far as that clause applies to children and young persons, it has already been discussed under the provisions of paragraph (b). By virtue of the powers here granted the court has assumed jurisdiction over two questions, one of minor and the other of supreme importance, in the history of the act. The first may be speedily disposed of as it simply refers to a preference given to home labor in certain cases over labor brought into a locality from a distance, without reference to membership in any organization. In the Denniston coal miners' award of 1896 the court prescribed: "As regards hewing coal and trucking and tipping, so long as there are sufficient capable men at Denniston out of work, the company shall employ these either by contract or day labor provided they are willing to work at reasonable rates, before the company calls for tenders from outsiders or employs outsiders."

The other question that has arisen out of this sphere of the court's jurisdiction is the important one of preference to unionists, to-day the most constantly and acrimoniously discussed of any matter relating to labor legislation in the colony. The title of the original statute stated that it was "an act to encourage the formation of industrial unions," and under this section of the title, as defining the intent of the law, the court ruled in the Canterbury bootmakers' case, in 1896, that the claim to preference of employment made by the industrial union bringing the dispute was a justifiable claim which it was within the jurisdiction of the court to grant, and in the award gave unconditional preference to the members of that organization, simply stipulating that

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members should be equally qualified with nonmembers; that when the latter were employed both should work together in harmony, and that the nonmembers should be subject to the same conditions of work and wages as members. The bootmakers' union was one of the oldest and strongest in the colony, and had practically controlled the workers' side of the situation before the arbitration act came into existence or the society had registered as an industrial union. In later cases, where the union did not control the majority of employees in an industry, the court refused to grant preference. The principle guiding the court in its decisions upon this point seems to have been that the union must prove its right in equity to receive preference in order that the latter shall be granted; and that such right shall only arise when the members of the union form, if not a literal majority, at least a dominant element in the body of workers employed in the trade under consideration. In his remarks upon the 1898 award case of the Christchurch engineers, the judge defined the position of the court as follows: "The claim of a union to preference to employment, in my opinion, necessarily fails when it is ascertained that the union is not really representative of the greater number of men employed in the trade and the claims of the union have not resulted in any practical benefit to the bulk of the workmen." In later awards this preference is never granted unconditionally, as in the first case quoted. To secure preference a union must now establish in its rules provisions allowing any competent man to become a member without unreasonable financial or other restriction. This provision was originally included in the Reefton gold miners' award of 1900, where it reads as follows: "If and after the workers' union shall so amend its rules as to permit any person of good character and sober habits * * * who is a competent miner to become a member of such union upon payment of an entrance fee not exceeding 5s. ($1.22), and of subsequent contributions, whether payable weekly or not, not exceeding 6d. (12 cents) a week, upon a written application of the person so desiring to join the workers' union, without ballot or other election, and shall give notice of such amendment," etc.

Until such notice was received the employers were at liberty to employ nonunion men at discretion. Of course the object of the provision is to prevent the union's establishing a labor monopoly by limiting or otherwise restricting its membership. A second condition, adopted still earlier and regularly included in subsequent awards, is to require the unions to keep a public employment book in some place where it may be conveniently consulted by employers, with a register of the names, addresses, and qualifications of the unemployed members of the unions.

Where preference is not granted, it is customary to insert in the award a clause forbidding discrimination against unionists in giving employment. The conditions under which preference is granted or

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refused are still further defined by the following quotations from the rulings of the court in the Auckland carters' award, 1902: "We think that in the special circumstances of this particular occupation preference to unionists is impracticable where the general body of employers is in opposition to such a claim. We think, where so many different businesses are involved as there are in this dispute, that to restrict the freedom of employers against their will would be to unduly embarrass them in their respective callings." Molders' award: "We have continued in this award the preference allowed in the former award, so far as regards Wellington employers. With regard to the employers in Napier, Wanganui, and Palmerston North, there being no branch of the unions in these towns, the preference clause is inapplicable." Auckland sugar workers' award: "As practically the whole of the company's men are in the union, we have considered that preference should be given, and in this case we think it is not at all against the interests of the company. We notice, however, that the rules of the union limit the membership of the union to past and present employees of the company. This limitation must be removed before the preference clause can operate, and the right of membership must be extended to all those who desire to obtain employment at the company's works. The preference clause does not apply to casual labor, wharf labor, or boy labor." Wellington grocers' award, 1902: "As regards preference, we have granted this so far as the employment of assistants over 18 years is concerned. Those under that age have the right to join the union, but we do not compel them to do so." Canterbury woolen mills employees' award, 1902: "We do not give preference, but have inserted the clauses protecting unionists from being discriminated against and providing that unionists and nonunionists shall be treated alike. In this present dispute the court must take into consideration the fact that the productions of these mills have to be sold in competition with those of other woolen mills in the other industrial districts. No dispute exists with reference to these mills [in other districts], nor has the court any power to make one award applying to the mills in the other parts of the colony. It would be manifestly unjust for the court to impose special conditions on the Canterbury mills which would seriously hamper their business and power to fairly compete with the other woolen mills in the colony." Southland carters' award, 1902: "The union asked for preference. The onus of proof that they are entitled to this is upon them. They have not placed before the court any sufficient ground to justify us in restricting in this respect the freedom of employers. The union has only been recently formed. It contains only about 30 members, and, apart from any other consideration, it has not, on the ground of the number of its members, shown any prima facie case for preference." Southland timber workers' award, 1902: "Men are continually changing in these country

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mills. The mills are themselves scattered over a wide space of country throughout the provincial district of Southland, and it is practically impossible for the union to keep lists of the men from time to time out of work in convenient places suitable for each mill owner. It would be imposing much too great a restriction upon employers to compel them in all cases to communicate with the union officials in Invercargill for the purpose of ascertaining whether the men they wished to employ were unionists or not. We therefore think that the conditions here of this industry do not justify the inclusion of the preference clauses, and we have therefore inserted the usual clauses settled by this court where preference is not given—namely, that employers shall not discriminate between unionists and nonunionists, but the men shall work in harmony together, and receive equal pay for equal work." Otago and Southland dredgmen's award, 1902: "With reference to preference we are of opinion that, as the dredges are working over a very scattered and extensive area of country, preference is inapplicable."

As a rule the preference-to-unionist clause has not been held to imply that a nonunion man need be discharged to make way for a union man, or to force an employer to employ an incompetent union workman in preference to a competent nonunion workman; but in the Canterbury bootmakers' award the following rather radical departure from this ruling was made by a specific provision of the award itself: "When a nonunion workman is engaged by an employer in consequence of the union being unable to supply a workman of equal ability willing to undertake the work, at any time within 12 weeks thereafter the union shall have the right to supply a man capable of performing the work, provided the workman first engaged declines to become a member of the union. This provision shall also apply to those nonunion men already employed." In a subsequent award in the same industry, in the Auckland district, however, the court not only withholds this concession, but expressly prescribes in the award that "No employer shall be compelled to discharge any nonunionist already legally employed by him, notwithstanding such workman may not hereafter join the union."

The whole question of granting preference to unionists has recently assumed new importance in New Zealand on account of the agitation conducted by the labor party for the purpose of making such preference compulsory by statute. This has been favored for some years by the unionists, and the ministry, through the premier, Mr. Seddon, is reported to have consented at last to give such a measure official support in the coming session of parliament. Employers as a class are bitterly opposed to such action, and there are signs of active opposition on the part of other elements of the community that have not heretofore taken part in influencing this kind of legislation.

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The hostility to preference to unionists resolves itself into opposition to unionism as it exists, at least in the minds of its opponents, in New Zealand. Only superficial contact with employers is necessary to learn that this feeling is at present very intense and very bitter. To understand fully this condition of sentiment, one would probably have to be a colonial employer. Some extracts from the annual address of the president of the Canterbury Employers' Association for 1902 present the views of the opponents of unionism in their own words. This particular address is quoted because employers in every city of the colony voluntarily brought it to the attention of the writer of this report, with a strong indorsement of the statements it contained.

On the ground of expediency, then, I claim that the demand for preference is not justified, for the following reasons, among others:

1. That unionism as practiced in New Zealand does not fully recognize the rights and privileges of parties outside the union fold.
2. That it does not encourage or try to promote harmonious relations between employers and employed.
3. That it does not develop the ability or raise the character of its members.
4. That it does not render, or even profess to render, improved service to the public or the State.

THE RIGHTS OF NONUNIONISTS.

Evidence as to my first point may be gathered from any statement of claim lodged by a union under the Industrial Conciliation and Arbitration Act. In nearly every such claim a demand is made that the number of apprentices in a particular trade be restricted. In no case of which I have any knowledge has it been proved that a given trade is overmanned by reason of the training up of too great a proportion of apprentices, nor that such training has been deficient in quality as measured by results, having regard to the individual capacities of apprentices themselves and the changing conditions prevailing in the modern industrial world. On the contrary, it has been shown conclusively that the reverse of the foregoing is true; and, moreover, that if the restriction of apprentices as asked for were granted there would not be room in the various trades for all the boys and girls who may reasonably be expected to seek admission. For if it is right that restriction should apply in a particular trade, it is right that it should apply in all branches of employment, not excluding the professions or even the lowest ranks of labor. The consequence of this would be that many thousands of boys and girls each year would be prohibited not only from learning a trade, but from engaging in any occupation whatever. But we will assume for a moment that this restriction should apply only to the skilled trades. I hold it to be both just and expedient that every young person having the inclination and the ability to become a proficient tradesman in any branch of industry should have both opportunity and encouragement afforded him. To make a close corporation of a trade is to deny to a large proportion of the youth of the colony, for whose existence we are responsible and

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whose future is in our hands, the right which every man is entitled to claim for himself. It is quite obvious, also, that such denial must react on the parents, who will in many cases be deprived of the assistance they might naturally expect from the earnings of their sons. Moreover, as it is in the best interests of the State that the producing power of its citizens should be developed to, and maintained at, the highest possible pitch, any such antagonistic action must be opposed to the public welfare.

If the rights of youth are ignored by the unions, the rights of age are no less so. The establishment of a minimum wage, as claimed by them, must necessarily exile from employment most, if not all, of those who, by reason of age, infirmity, or natural disability are incompetent to render adequate service. The attitude of the unions toward these unfortunate incompetents, as shown in evidence before the arbitration courts on more than one occasion, is scandalous and reprehensible in the highest degree, while the protection provided in certain awards is inadequate in its extent and demoralizing in its application.

As to the nonunionists, I have already pointed out that their monopolistic brethren would, if they had their way, deny them the very right to exist in this ultrademocratic, or should I not rather say, antidemocratic country.

Previous to the introduction of our so-called labor legislation, the relations between employers and employed in this colony were, on the whole, and with but few unimportant interruptions, harmonious and friendly. There is a form of trade union which may be called a natural one, which is, at any rate, economically sound and good. That is the union between an employer and his work people for their common good—a partnership, on well-understood terms, with a very definite object, in which both parties have a common interest. This sense of community of interest breeds mutual respect, good feeling, and confidence, and promotes a healthy competition between shop and shop from which advantage accrues to the community. This was the oldtime condition, but since 1896 a marvelous change has taken place. Unions have either misconceived the intention of the labor legislation, or have willfully twisted it from its proper purpose. The Conciliation and Arbitration Act was designed as an instrument for the settlement of disputes, but it has been used as an instrument for their manufacture. Machinery intended to promote harmony has been employed to produce discord. Our elaborate preparations for peace have excited one of the parties to declare war. By this means the unions have endeavored, and with much success, to upset the old-time pleasant, reasonable, and profitable relationship, and to substitute for it a hard mechanical relationship, the terms of which are to be dictated by them through the medium of an outside authority. It is apparently their determination that this partnership is to be dissolved forever, and the partners are henceforth to regard each other as enemies to be dreaded, instead of as friends to be trusted. I am convinced that this is entirely in the wrong direction, and that industry can not be carried on continuously and successfully under such an obviously artificial arrangement. No outside authority, however gifted and however just, can determine the course of trade. It may award high wages, and while conditions are favorable it may be obeyed; but it has no power to create employment, and will be helpless to maintain its award in the face of adverse conditions. When the strain comes there will be a breakdown. In

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the meantime a breach has been made, and the utmost patience and care on the part of employers will be needed to prevent its growing wider as time goes on.

UNIONISM AND EFFICIENCY OF LABOR.

One of the most serious charges that can be laid against unionism is that it reduces the efficiency of labor. This is the direct and inevitable outcome of the minimum wage, which means scaling efficiency down to the level of the least competent workman. This is perfectly manifest in theory, and practical evidence has been adduced in connection with more than one trade now working under awards of the court. The direct effect upon industry can not fail to be felt sooner or later, revealing itself in increased cost and inferior workmanship. And this effect will become more marked as the area of deterioration extends. The local manufacturer will suffer in his competition with the importer—as, indeed, he is already suffering—and trade will tend more and more toward the larger centers of production, where specialized machinery can be more fully used and the labor element in cost correspondingly reduced.

These remarks are quoted because they represent the sentiment of the employing interests, rather than because they specifically answer the practical arguments brought forward by the other party for making preference a principle involved in the act. There is little altruism or regard for broader ideals manifested by either side when it comes to a clash of selfish interests, any more than during a period of acute labor tension in other countries. The arguments advanced by the workingmen for granting compulsory preference are derived from the nature and provisions of the existing legislation, and only indirectly and by analogy trench upon the grounds upon which trade unions in other countries, where individual or collective contract prevails, justify their attempt to exclude nonunionists from employment.

Had the unionists of New Zealand no other claims for special consideration than those of other countries, it is doubtful if an arbitration court presided over by a supreme court justice would have granted them preference in its awards. But the law constituting that tribunal is based upon the assumption of unionism, and its machinery can be set in action only by these organizations. Without them the act itself becomes inoperative. Anything that justifies the act justifies the existence of the unions and forms a valid argument for their encouragement. The court is not empowered to deal with workers as individuals, and the very life of its jurisdiction depends upon the organization of employees. The whole scheme for the arbitration of industrial disputes set up in New Zealand must stand or fall with the form of unionism that it creates. Whether this vital alliance is or is not a fatal defect in the law is another question. But, granting the value of the law, one must grant the value of the unions.

This fundamental question aside, the secondary consideration remains whether or not it is preferable to establish an automatic prior

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claim to employment on the part of the unionists by statutory enactment or to leave the matter to the discretion of the court. Many of the difficulties that a legal provision to this effect would encounter are suggested in the series of decisions upon the point of preference already quoted from the court awards. They alone constitute a strong argument for leaving authority to grant the privilege where it rests at present. Employers fear that compulsory preference would be used to create a labor monopoly, and that, if this fear should prove justified, there would be no appeal in equity, as at present, from the ironclad provisions of a statute. Some think that compulsory preference might make labor dictators of the union secretaries, who would control the distribution of employment to their supporters. Other elements of the community look with distrust upon the proposed change for a variety of reasons. In May, 1903, the Canterbury Farmers' Union passed the following resolution: "In the opinion of this conference, compulsory preference to unionists and other excessive demands of the trade unions will adversely affect all classes of the farming community alike, and should be opposed by the Farmers' Union as having a tendency to accentuate the unemployed difficulty, to increase the charitable aid tax, and be detrimental to the industrial interests of the colony."

Chambers of commerce have passed unanimous resolutions against the proposed enactment, and the resolution just quoted is not the only formal expression of opposition that has come from the farming community. Some labor leaders oppose making compulsory preference a part of the arbitration act. One prominent labor member of parliament said in conversation: "A compulsory unionist is no good to anybody. Preferred unions can't guarantee the competency of their members under the limitations such a law would impose. The fairest way is to let the court, as at present, prefer unionists where a majority of employees are union men."

On the other hand, the union men claim that they have all the trouble, expense, and odium of obtaining awards and enforcing breaches, only to prejudice their own favor with employers in comparison with the men who stand by inactive and reap the benefits of the union's sacrifices. They state that to leave the matter of preference uncontrolled by statute is in many instances practically to grant preference to nonunionists. As they can not strike to unionize an industry, the leaders are obliged to see unions dwindle away and perish as soon as an award is obtained, especially if it be unfavorable, with no recourse but to reorganize and go all over the ground of retraining their men and bringing them into line again when a new award is to be secured. They also argue that where preference has been granted it has worked no exceptional hardship upon employers, and that therefore it would not work such hardships if universal.

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As expressed by persons favorable or at least not actively hostile to preference, these opinions are brought forward with different emphasis. A secretary of a trades and labor council said: "Of about 140 painters in this city, all but two foremen are unionists. When a nonunionist drifts into town and applies to an employer for a job, he sends him up here to register as a member of the union rather than take the trouble to see if there are any names on the employment book. Now that the bosses are used to it, they don't object to preference. I favor making preference compulsory because only unions can make use of the act. But it may result in forcing unions to admit incompetent men. Nonunionists are not so on principle, but from lack of moral courage. If nonunionists are so from principle and so much in love with their employers, their admission to the unions will help the employers; for they are often a majority of the men in a trade. Without preference, where the unionists are in the minority they may fail to represent the true sentiment of the employees in an industry, and so use the act to a bad purpose. If all the conservatives are outside the union ranks it's a bad thing for the masters. When we get a poor award it often kills a union, as in case of builders' laborers here, who were awarded only $1.70 a day when they had been getting $1.95 in many instances." A union secretary: "I say let all the employees be compelled to join and bear their share of the burden of enforcing the act if they are going to get the benefit of it, and then let the fittest survive when it comes to getting employment." A union secretary: "Preference to unionists by an amendment to the act is only a way of taxing every workman fairly for the benefits he gets from the act. With the restrictions parliament would put in, allowing any man to join, it would be only an indirect tax—the union fees—to be used for running the act." The president of a trades and labor council: "We know of specific cases where union men have been dismissed without other cause than their being unionists. The secretary of the trades and labor council here was so dismissed. He was a bootmaker and had been working for the firm fourteen years. After our tailor award a man who had been active in getting it, and had been with his master five years, was given the sack. The same thing happened to all the fellmongers after their award. It's not compulsory preference to unionists, but compulsory unionism that we want; first, so the cost of getting awards may be equally distributed among all the beneficiaries of the awards; second, so nonunionists may be equally liable with unionists for breach; third, so employers can't gives preference to nonunionists. The court gives preference to unions having a majority of employees in their ranks. But those are just the unions that don't need preference." A union secretary: "We don't object to the conditions of preference made by the court. They don't affect the discipline of the unions. In the furniture trade the

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union had 35 members before the award granting preference was made, and the number rose soon afterwards to 150. There is real preference to nonunionists unless preference is given to unionists. The law would not harm fair employers. The unions discipline their own men, and will prosecute their own members if they violate an award, in order to protect the union's funds. For example, here is a copy of a letter sent the other day to a member of our own union, a man employed by * * *, notifying him to stop violating the award by working elsewhere after his hours for his employer are over, or the union will prosecute him for breach." A labor member of parliament: "One of our furniture manufacturers has spoken publicly in favor of compulsory preference to unionists. Preference awards have not created discord in unions by bringing in inharmonious elements. All the plumbers and gas fitters in the city are now members, and no trouble has resulted. Where there is no preference union leaders have been quietly discharged and real preference given to nonmembers. Even under preference awards some employers discriminate against unionists by saying that the nonunion man is the best workman of the whole lot." A labor member of parliament: "Another argument in favor of compulsory preference is that it would prevent connivance of some workmen with their masters to break the awards." A labor member of parliament, not previously quoted, argued in a recent address: "At present the arbitration court could deal with only a small portion of the workmen in a trade and was not in possession of information as to the number of men affected by an award. If legislation made it compulsory for every workingman to belong to a union, the court would be in a position to obtain this information, and employers would no longer have to face the question of unionist and nonunionist. It would increase the employers' right and liberty to select men from the whole range of men available."

Some of the employers are not wholly opposed to compulsory preference. One very large employer said: "Preference to unions will not be so bad if freedom to join unions is sufficiently guaranteed by the act." Another large employer: "I see no harm in compulsory preference to unionists, if coupled with a qualifying clause that will prevent the unions from creating a labor monopoly. It's fairer, if any employers are to be subject to preference restrictions, to have all employers in the same condition. We benefit in the long run by any act that increases the purchasing power of the community."

An employers' representative unconsciously advanced arguments in favor of preference in criticising the arbitration act: "Two things that employers want are that the action of a majority in a trade shall be necessary to bring a dispute before the court and, also, that so long as an award is in force the law shall compel the existence of some responsible body to answer for breaches. As matters now stand a union can dissolve, but the award still stands and binds employers."

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Although the law expressly encourages workers to organize, the unions have not yet enrolled a large proportion of the wage-earners in the industries to which the awards apply at present. In the classes of operations that have so far come under the operation of the arbitration law—that is, in industrial, commercial, and mining pursuits—there were 132,895 employees in 1901, according to the returns of the census. Less than one-sixth that many are reported as belonging to the industrial unions, if we exclude 2,602 government railway employees not wholly under the jurisdiction of the act. But the growth in the number of organized workers has been constant and fairly rapid since the act was first called into use. The following table, compiled from data contained in the returns of the unions laid before parliament by the registrar of friendly societies, shows the number of employers and employees, including railway employees, respectively organized under the act on January 1 of the years indicated:

MEMBERSHIP OF EMPLOYERS' AND EMPLOYEES' UNIONS, 1896 TO 1902.

Year.	Employers.		Employees.	
	Unions.	Membership.	Unions.	Membership.
1896	1	15	75	8,230
1898	12	849	103	12,515
1900	33	a 11,586	133	14,481
1902	68	1,824	219	23,768

a Shareholders in companies included.

The large increase since 1900 is due partly to the extension of the jurisdiction by the amended definition of "workers" in the 1901 amendment. During the years covered by these returns 43 unions were dropped from the registrar's rolls, 26 by voluntary cancellation and 17 by allowing their registration to lapse. The shortest period any of these unions had been in existence was 4½ months, and the longest period 7¼ years.

Passing from the whole question of compulsory preference to unionists, which, it has been shown, arose originally through an interpretation by the court of its own jurisdiction—an interpretation confirmed later by the supreme court of the colony—there remains a single clause of the paragraphs giving statutory enumeration of matters under the jurisdiction of the court which is yet to be considered. This reads as follows: "(f) Any established custom or usage of any industry, either generally or in the particular district affected."

This paragraph can evidently be invoked, like the public-welfare clause of the American Constitution, to justify almost any regulation of an industry; for it can be employed to prohibit or to fix irrevocably during the currency of an award almost any custom or rule that has been introduced by an employer prior to the bringing of the dispute before the court. And the court evidently interprets the clause, as read with

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the previous clauses already reviewed, to this effect. Such jurisdiction is implied in the Thames gold miners' award of 1901, where the judge remarks: "This court is not justified in making a radical change in the manner in which employers may conduct their businesses, unless the party desiring that change proves by preponderating evidence that it is necessary in the interests of justice and fair and equitable to make such a change." This was said in reference to the regulation of contracts. In the same award the "monthly-take" system, by which the manager fixes the price of a certain class of work, which is let to the miner under penalty to complete it, is forbidden. Under this clause, also, the court sometimes requires that a week's notice of dismissal or of cessation of work on the part of the employee shall be given.

REMARKS UPON THE ARBITRATION ACT.

The facts already brought forward are sufficient to show that the industrial conciliation and arbitration act of New Zealand has proved in operation an exceedingly powerful and comprehensive instrument for submitting private industry to public regulation and control. That in this respect the law has passed far beyond the original intent and anticipation of its founders is hardly to be questioned. Whether there has been a pari passu development of public opinion in favor of State regulation of industries is very doubtful. But unless there had been good points in the law that helped to reconcile people to the novel restrictions it imposed it could not have been retained upon the statute books of the colony, and certainly could not have passed through the series of amendments and litigation and criticism to which it has been subjected without having its integrity and the powers of the tribunal it created seriously impaired.

Considering, first, the respects in which it is commonly admitted that the act has met the purpose for which it was designed, and where there is general agreement that its influence has been beneficial, we come immediately to the question of strikes. While it is neither candid nor literally true to call New Zealand a land without strikes, no serious labor disturbances of this character have arisen since the arbitration law went into effect. There is nothing compulsory in the application of the law. If the employers and employees in any occupation or industry want to keep free from its provisions and settle their difficulties in the old manner, they are at liberty to do so. Neither party can prevent the other from invoking the intervention of the act if he so desires, but where there is an agreement on both sides of a labor controversy, in an industry not already under an award, to settle differences of opinion as to wages or other labor conditions by a strike or lockout, the parties are perfectly within their present legal rights in New Zealand in adopting these measures. Moreover, unless some of the workers or employers in an occupation are organized

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under the act they have no means of setting the arbitration law in motion in case of a dispute, nor do they come under the jurisdiction and penalties of the act in any way. The following strikes are mentioned in the New South Wales report upon the working of the arbitration law in New Zealand as having occurred from the time the law went into operation until 1901: "The iron founders at Cable's, Wellington; the bricklayers' strike at the parliament buildings, Wellington; the gold miners at Reefton; the ballast hands on the Grey-Hokitika Railway; the coal truckers, Denniston; the gold miners, Golden Blocks and Taitapu mine, and the bricklayers at Auckland." The Denniston strike caused a loss to the company of about $10,000. There have been some smaller difficulties since, hardly deserving to be enumerated as strikes. Some ballast hands upon a government railway became dissatisfied and left their work. The firemen upon a local steamer quit work because of some difficulty about the cook. The true statement of the case is that, while there have been difficulties of this character, they have been as a rule exceedingly unimportant; they have not occurred among workers directly subject to the act, and with the extension of the jurisdiction of the court through amendments to the law to cover allied industries and the increasing number of awards and the growth of organization among the workers, such troubles as have occurred are becoming more and more rare.

But all this must be qualified for an American by the consideration that the relations of employers and employees were nominally harmonious in New Zealand prior to the act; that the industries in the colony are on a small scale; that the conditions of a great manufacturing or commercial center or of an extensive mining region are nowhere to be found. The arbitration court held its first sittings in 1896. During the previous two years, when there was no strike prevention, the only strikes reported to have occurred in the colony by the labor department were of but trifling importance. In 1894 there were two small shearers' strikes over questions of wet sheep, food, and sleeping accommodations, one of which involved 28 men and the other an unspecified but presumably smaller number, and a short local strike in the shoe trade, said to have been easily adjusted. In 1895 there were only two small shearers' strikes, involving a single employer in each case reported. In other words, the difficulties during these two years—the only years when strikes were recorded by the labor department—were not essentially more numerous or important than those that have occurred during the years since the act has been in force; and all but one of them occurred in a rural industry which, except in a single district of the eight in the colony, is not even at present under an award. Of course, there has been rapid industrial development in the colony since that time, and the probability that strikes might occur under the free-fight system is greater to-day than it was eight years

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ago. But still these facts afford an important side light upon the conditions under which the law was enacted and went into operation.

Union officials in most parts of the colony are still of the opinion that there is nothing in the arbitration act to prevent their striking after an award has once gone into effect. At a meeting of the Wellington Builders and Contractors' Association, last January, a member reported that his men had demanded 4 cents an hour above the minimum wages set in the award, under threat of a strike, and that they had received legal advice to the effect that they could strike under the act. Two union officers in Wellington confirmed this statement as to the legal advice received. The secretary of an employers' association also took the view that the men could strike under the awards if so disposed. The question is important now simply as showing that the men did not utilize a right which they believed themselves to possess, although dissatisfied, as they often were, with the terms granted them in the court's decisions. In remarks made during the Auckland furniture award breach case, in April, 1903, the court stated that if a strike were brought into operation by a union during the currency of an award the court had power to punish the men; an individual could leave his work, but if the union called out the whole body of men that would constitute a breach of an award, and as such would be punished by the court.

The provisions of the act, as amended in 1901, touching upon this point are as follows: "Until the dispute has been finally disposed of by the board or the court neither the parties to the dispute nor the workers affected by the dispute shall, on account of the dispute, do or be concerned in doing, directly or indirectly, anything in the nature of a strike or lockout, or of a suspension or discontinuance of employment or work, but the relationship of employer and employed shall continue uninterrupted by the dispute or anything arising out of the dispute or anything preliminary to the reference of the dispute and connected therewith. * * * The dismissal of any worker or the discontinuance of work by any worker pending the final disposition of an industrial dispute shall be deemed to be a default under this section, unless the party charged with such default satisfies the court that such dismissal or discontinuance was not on account of the dispute."

The provisions for the protection of workers in their employment and for the prevention of anything savoring of a lockout would appear to be equally stringent with the provisions for the prevention of strikes. But there has recently occurred, by the Auckland furniture manufacturers, what workers interpret to be a breach of the spirit of these sections of the act. The case was probably exploited beyond its merits, but the legal points brought out and the facts of the alleged breach are as follows: The clauses of the statute quoted

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above forbid strikes and lockouts, or acts entered into by employers or employees with the spirit of strikes or lockouts, pending the decision of a dispute. The provisions do not specifically apply to the actions of either party subsequent to the rendering of a decision by the court. It was upon this ground, probably, that unionists were legally advised that they could strike under the act.

But the period during which the provisions just quoted apply is limited, and these provisions are enforced by a specific penalty, because until an award exists there can be no breach of an award, the orders of the court are not violated, and no action of either party not prescribed or prohibited by the act itself comes within the vision of the court. But as soon as an award has been given the court has authority to fix and enforce penalties for a violation of the award, and may define what shall constitute such violation, as part of its ordinary jurisdiction. This is provided for in the act, as follows: "The court in its award, or by order made on the application of any of the parties at any time whilst the award is in force, may fix and determine what shall constitute a breach of the award, and what sum, not exceeding £500 [$2,433], shall be the maximum penalty payable by any party in respect of any breach."

Evidently this section is to be read with the previous sections quoted, as providing even more fully than would be possible by statutory definition for the observance of the spirit of the awards, including the general continuance of employment under their provisions.

In February, 1903, the court made a new award in the Auckland furniture trades, by which the highest minimum wage was raised to 30 cents an hour. Of the 250 men engaged in this trade in Auckland about 175 were employed by two manufacturers. When the new award went into effect these two firms discharged some 17 men for the alleged reason that they were unable to earn the minimum wage under the new schedule prescribed by the court, but offering to employ them at a lower wage if they were able to obtain slow-worker permits from their union. The unionists interpreted this to be in contravention to the award, and upon their representation the employers in question were prosecuted for breach by the department of labor of the colony. The court decided upon the evidence adduced that the dismissal or suspension of the 17 men in question could "in no reasonable sense be called a lockout or be held to be in contravention of the award."

As this case was the subject of extensive comment, both in the colony and in England, as involving a vital test of the efficacy of the act to prevent indirect recourse to the measures it was intended to obviate, the following extract from the remarks of the judge upon the decision is of interest: "I entirely disagree with the suggestion made

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by the counsel for the applicants that in these proceedings the efficacy of the industrial conciliation and arbitration act is on its trial, or that an adverse decision to the applicants emasculates the court's award and destroys the efficiency of our present system of labor disputes. I entertain no doubt as to the power and jurisdiction of the court to effectively enforce its awards and to carry out in all matters within its jurisdiction the true intent, meaning, and spirit of the statute." It is understood, however, that the ministry intends to introduce an amendment to the law the present session which will prevent the recurrence of cases similar to the one in Auckland. The whole question may well be concluded with a quotation from a source that, though not judicial, merits a high degree of consideration. The Otago Times says editorially in connection with the case just mentioned: "As a matter of fact an employer is at perfect liberty under the law to dismiss as many workmen as he choose after an award has come into operation. * * * It is no part of the policy of the law that an employer should be compelled to employ any of his servants."

A second desirable result that the act is generally conceded to have accomplished is the prevention of sweating and undercutting by a few unscrupulous employers, to the detriment of the trade and the prejudice of the fair-minded majority who are content to conduct their business with reasonable regard for the welfare of their employees. The chairman of one of the conciliation boards, himself an attorney and in no way specially identified with the workingmen, said: "It was a common experience to have fair employers encourage suits in order to prevent undercutting in wages." A factory inspector said: "Most of the complaints of breaches of the acts and of the arbitration awards come from the employers themselves, who want their competitors prohibited from unfair competition." Specific instances were mentioned by workingmen where they had been asked by employers to bring suits under the act in order to establish fair and uniform conditions of wages in an industry.

This question is closely connected with the question of colonial awards, or, to put it still more comprehensively, of the territorial extent of an award or the particular employers to which an award shall apply. The cost of living and the conditions of production differ considerably even in a small country like New Zealand, and these facts have to be taken into consideration by the court in adjusting the wages and other conditions of labor established by the court to any particular locality. The question is a vexing one, and one that would make itself still more prominently felt in a large country, with a great diversity of climate and industrial conditions, like the United States. The unions in a low-wage locality always want their minimum raised to be as high as that of any other district. Indeed, the union representatives keep a sharp outlook even on conditions in other countries,

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and if they discover that linotype operators, for instance, are receiving higher wages than they are, in an agreement assented to by employers in Chicago, that fact is made an important point in their contention for higher wages before the New Zealand tribunal. But if this claim for uniform treatment is put forward by the workers, it is still more insistently advanced by employers when it comes to the question of competition within the colony. Recently the Otago flour-mill workers put in a petition for a reduction of hours of labor from 12 to 8 hours a day. The employers said: "We are prepared to grant your request provided you will secure some action enforcing the same hours in mills in the Canterbury district." But the Canterbury employees may be satisfied not to raise the question at present; or they may be working under an award that settles conditions in their occupation for two years to come.

It is with these conditions in mind that the act provides that the court shall have power, where the products of a trade or manufacture enter into competition with those of other districts than the one in which they are produced, and a majority of employers and workers of the colony engaged in the industry are under awards, to extend an award to any portion of the colony. But where any of the parties which would come under the award if so extended object to such action, the court must sit and hear such objections in the district from which the protest comes.

Auckland, in the northern and warmer end of the colony, enjoys a milder climate and advantages in the way of lower cost of living not shared by the southern cities of New Zealand, and as a consequence of this fact, and partly perhaps from old usage, wages have been lower in that district than elsewhere. Furthermore, in certain manufactures, notably in garment making, the employers of that city seem to possess certain advantages in the way of more extensive or effective use of machinery, more systematic division of labor, and otherwise cheaper processes of production, that enable them to pay their employees a lower piece-work rate than is paid in the southern part of the colony, and at the same time make it possible for these employees to earn as high or even higher wages than those in the competing cities. So the Auckland goods are sold successfully in the southern provinces, depriving the manufacturers of that vicinity of what they consider their natural trade, and there is an inevitable tendency to center industry at a single point of favorable production. This is strenuously opposed by the merchants and manufacturers of the cities thus losing business. So a division of interests, not between employers and employees, but between a body of employers and employees and another body of the same character, is created, which it is proposed to remedy through the intervention of the arbitration act. The case has recently come up in an application from the feder-

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ated unions of clothing manufacturers and of clothing-making employees of Dunedin, Christchurch, and Wellington, in alliance as plaintiffs, to have the uniform award in force in the three cities mentioned extended to Auckland workers. Employers and workers in Auckland were united in resisting the extension proposed, being already under a voluntary agreement, and recently secured a decision favorable to their objections from the court, which prevented the southern award from being extended to their district.

No agreement appears in the testimony as to the effect of the act upon the efficiency of the workers under its jurisdiction. As a rule, employers complain that their men do not work as well under the minimum wage as they did previously; in fact, this was practically the unanimous testimony, even of those employers who were friendly to the law and had no desire, on account of other more potent considerations, to see it repealed. It is rather significant, in a country where the government is the largest single employer of labor, that "ca' canny" or "go easy"—or intentionally soldiering on a job—is almost universally known, both among workmen and employers, as "the government stroke." Mechanics in the United States probably work harder and more intensely from habit and of their own volition than the same class of workmen in New Zealand. But in the latter country leisure is more or less the manner of life of the whole community. On the busiest city streets nobody seems to be going anywhere; and one finds himself unconsciously wondering why the engine had slowed down when he enters a manufacturing establishment. Nevertheless New Zealand, taking country and town together, produces a large amount of wealth each year, and it is but justice to say that it is upon the whole a more than usually industrious country. An outsider can not compare present with past conditions. Nor is it exactly fair to scale the New Zealand workman by his cousin in America, and then attribute all the differences to the arbitration law. The New Zealander has inherited, with unessential modifications, the British trade traditions. No foreign competition in his own ranks has stimulated him to special endeavor, nor has he been subject to any of the other incentives to rapid work that are common in America. Temperamentally he is a different man from our countrymen. In the sole instance where relative amount of work could be easily computed (in bricklaying) it appeared from information received in three cities that the New Zealand workman did about 30 per cent less work in an 8-hour day than a first-class United States workman in a 9-hour day. [a] American shoe-factory operatives produce more than double as much as those of

[a] A Canadian engineer, representing an American firm installing a new electric traction plant in Auckland, thought any difference in work done in building trades was the fault of poor supervision; that with picked men he could do as much in New Zealand as in America.

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New Zealand in the same time; but this may be explained by different machinery and administration—at least in part. A manufacturing employer said: "Even though our wages are relatively lower than yours in America, the labor cost of production is much higher in our business than it is in places I have visited in the States." Another large employer said: "There is not the same desire to give satisfaction as formerly, and the men are not so hard working." A workingman superintendent supported the same opinion. In smaller establishments this complaint was not so frequently made. A coachbuilder said: "We don't hustle, and I've seen them hustle men in Brooklyn; but when we work with our men they do a fair day's job." An employing printer said: "I work with my men and we do about the same work that we always did. I see no bad effect from the act in the way of limiting production in my business." On the other hand, a labor member of parliament said: "Yes, we have the 'government stroke' now. It's like limiting apprentices, one of the troubles that will turn up."

Workingmen always compare conditions in the colony with those in England. The president of a trades and labor council said: "One of our cabinetmakers went home to work at his trade, and after a time came back to New Zealand. He claimed we do as much in 8 hours as they do in 10½ over there." A union secretary in another city stated: "We don't advocate restricting output by order of the unions, and I don't believe in it myself. Workingmen coming here from home say we work harder than they do in England. I've heard that said a number of times." A factory inspector stated: "There is no 'government stroke,' as we call it here, in the trades that I know about. Masters have told me that the act had raised the grade of their men, and made them discharge poor ones. I think the average turn out is better than it was for that reason. The poor men go on the public works."

Leaving the question of comparison with other countries and with conditions previous to the act aside, there is pretty definite evidence to the effect that the government stroke does exist at times in certain industries, and that it is occasionally encouraged or suggested by conditions created through the awards. In testimony before the court a boot manufacturer, later quoted as favorable to the arbitration law, gave the following evidence: "A man about whose work witness had complained had replied that he would be a fool if he put through more than 6 pairs of boots an hour. He admitted that he could do 14 pairs an hour." A builder and contractor said: "In covering and pointing my men lay from 350 to 400 brick a day. They ought to do 1,000." Another employer: "In one of the mines the men have averaged 40 sacks a day on time wages, and often 100 sacks in the same hours when they have a contract." An employer favorable to the act:

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The one chief evil is the restriction of output. We have had an employee in our furniture factory confess, when remonstrated with for slow work, that he was limiting his output by order of the union." A publisher: "There was restriction of output in all time-wage offices after the linotype award, in order to force offices into paying on a piecework basis. The Star in Dunedin, Press and Times in Christchurch, and Post in Wellington suffered in this way to my knowledge. In reply to remonstrances the men said they were giving the piecework equivalent of their wages." This statement was further confirmed by the publisher of one of the papers mentioned. The president of an employers' association said: "A sailmaker of my acquaintance changed his men from piecework to time wages when an award came in in order to save himself on some contracts he had made. He found the foreman timing off the men, so they wouldn't make more articles for their money than when on piecework rates." In the last two cases mentioned the workmen had a special grievance which they wished to remedy. The linotype award was unsatisfactory to the men, and fixed a minimum wage lower than some employers voluntarily paid, while in the second instance the change from piecework to time wages evidently would cause special friction. But the fact remains that in the government stroke the workers have a means of defeating the award to some extent when it does not meet what they consider their just expectations.

It would seem to an observer coming from outside the colony that the effect of the arbitration law upon industrial development and general business prosperity had been very greatly exaggerated by both its advocates and its opponents. There is no more occasion to attribute the expanding commerce and manufactures of the colony to labor legislation than there is to ascribe the rise and fall of the tides on our Atlantic coast to the river and harbor bill. As already indicated, the colony has enjoyed prosperity while there was calamity in other countries. A general rise in the price of farm and ranch commodities, the South African war, and the protracted Australian drought have created a ready and profitable demand for products that perfected methods of storage and facilities for transportation have recently enabled the colony to place in distant markets. On the other hand, there is no evidence to show that the labor laws of New Zealand have seriously hampered industry as a whole, or have prevented the investment of capital sufficient to maintain her industrial growth, even during the period of abnormal expansion that has just preceded. In Invercargill, Dunedin, Wellington, Napier, and Auckland woolen mills and factories were either in process of erection or extension, or such improvements were reported fully matured, while this report was being prepared. The building trades in all these towns (excepting Napier, which was not visited),

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and in Christchurch were personally observed to be active, and were said by residents to be in an unusually prosperous condition. A brisk demand for real estate existed. It is not to be understood that there was anything that would impress an American as a boom; but good healthy business activity was almost universally observed and reported throughout the colony.

Some financial companies have withdrawn from New Zealand since 1888, but there appears to have been no connection between their action and the labor legislation of the colony. In fact two had practically ceased operations before the arbitration law went into effect. There is no evidence to prove that the general flow of capital to and from the colony has been materially affected by the passage of that act or by its subsequent operation.

On the other hand there are probably special instances where investors have hesitated to put money into enterprises and where new undertakings have been discouraged by the fear that they might be hampered by the regulations of the court. A stock broker said he knew of several specific cases where capital had not gone into industrial enterprises on account of the act. A local capitalist said that he had considered starting a sawmill, but had not done so because of the award. A hosiery manufacturer was reported to have canceled an order for new machinery and reduced the number of his hands on account of coming under an award schedule. But cases of this sort reported were not numerous nor important, and they were greatly outweighed by the instances where new factories had been started and old ones extended since arbitration had been legally enforced.

When manufacturing and importing are done by the same firm, however, which is very common in New Zealand, the influence of the act has been to favor importing at the expense of home manufacturing, because of the greater stability of conditions prevailing in the importing business and the time and trouble involved on the part of manufacturing employers in defending their position before arbitration tribunals. An employer in the Middle Island said: "The effect of the act had been to lessen manufacturing at the expense of importing when a firm conducts both forms of business. X (referring to one of the largest mercantile firms in the city) had recently started a furniture factory when the hands applied for an award. Some of the union officers were among their employees. They closed their factory and now import exclusively." In evidence given before the court by a large manufacturing boot house, it is stated: "In our own factory we are employing to-day probably not within 30 bench men of what we had a few years ago, and yet our trade is larger, and it is because we are compelled by the position of competition to import a great portion of our wares instead of manufacturing them in our factory. That is a very unsatisfactory thing for us. We have a well-equipped factory

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with all the latest machinery, and we have not been able to use these machines as our judgment would direct us so as to give best results. We have been compelled to adopt methods which we know are inconsistent with the proper development of our trade." This same manufacturer stated to the writer of this report: "The act has interfered with the development of boot manufacturing in this colony." Another manufacturer in the same industry said: "The act has checked progress in our industry and lessened our manufactures." A comparison of the New Zealand census statistics of this industry for the year ending March 31, 1901, with the figures in the report of the Massachusetts bureau of labor for 1900 show the following:

COMPARATIVE STATISTICS OF BOOT AND SHOE MANUFACTURING, NEW ZEALAND AND MASSACHUSETTS.

Items.	New Zealand, year ending March 31, 1901.	Massachusetts, 1900.
Number of employees	2,696	59,288
Average annual earnings	$347.37	$463.44
Total value of product	$2,575,614.59	$129,189,130.00
Product per employee	$955.35	$2,179.00

While the earnings of the Massachusetts operative are 33.4 per cent higher than those of the New Zealand operative, and his hours of labor 15 per cent to 20 per cent longer, his annual product is about 126 per cent greater than that of the latter. The statistics of the relative growth of the import trade in boots and shoes and the condition of manufacturing in the same industry bear out the statement as to the depressed condition of the trade in the colony. The number of boot manufacturing operatives employed in 1896 and in 1901, respectively, according to the reports of the labor department, which cover small shops and repairers not included in the census statistics, was 3,012 and 3,150, an increase of but 138 in five years. Meantime the value of importations, most of which were under an ad valorem tariff of 22½ per cent, has increased from about $623,000 to nearly $1,028,000, or about 65 per cent. Doubtless this is due in part to the more active competition of foreign manufacturers, and especially to the aggressive pushing of American goods in the colonial markets; but the manufacturers' statements to the effect that the arbitration act has been contributory to the relative decline of their business must be accepted as presumably correct.

A manufacturer said in regard to the industry in which he was engaged: "Agricultural implement manufactures have remained stationary since the passing of the act, though they were growing rapidly before that law was passed. Imports of machinery have meanwhile increased greatly." There is no tariff upon these goods, and their classification in the import statistics is such as to make comparative figures a trifle uncertain. So far as the domestic side of the

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industry is concerned, however, figures show that between 1896 and 1901 the number of hands employed increased but 5—from 581 to 586, the capital invested decreased over $48,000, the plants decreased from 34 to 33; but wages increased about $45,500. The value of the products, including repairs, increased from about $497,000 to a little over $672,000. Taking the principal manufacturing industries of the colony, the census statistics show a slight increase in the industry product—the difference between the value of the manufactured product and the raw materials used—for each operative employed, and also an increase in the proportion of the industrial product which he received as wages during the last six years. The figures are as follows:

ANNUAL EARNINGS AND INDUSTRY PRODUCT PER OPERATIVE FOR PRINCIPAL INDUSTRIES, 1896 AND 1901.

Year ending March 31—	Annual earnings per operative.	Industry product per operative.	Per cent of industry product taken for wages.
1896	$338.94	$1,113.01	30.5
1901	361.38	1,136.14	31.8

The including of the frozen-meat industry, where the number of employees is small and the industry product over 13 times the value of the raw materials used, according to the statistics of 1901, makes these figures useless for comparison with those of other countries. This explains the low proportion that wages bear to the total industry product. It is apparent, however, that wages have increased in a much faster ratio than the industry product per operative. Deducting the meat-freezing industry from the New Zealand statistics, and comparing with the manufacturing statistics of Massachusetts and Ohio for the year 1900, the following table results:

ANNUAL EARNINGS AND INDUSTRY PRODUCT PER OPERATIVE IN PRINCIPAL INDUSTRIES, NEW ZEALAND, MASSACHUSETTS, AND OHIO.

[Figures for New Zealand shown in this table do not include the frozen-meat industry.]

Locality.	Annual earnings per operative.	Industry product per operative.	Per cent of industry product taken for wages.
New Zealand (year ending March 31, 1901)	$357.10	$772.78	46.2
Massachusetts (1900)	439.57	903.37	48.7
Ohio (1900)	447.02	975.31	45.8

It is dangerous to make final deductions from statistics gathered under such different conditions; but the figures we have show no excessive disproportion in the labor cost of production in New Zealand.

A number of minor instances were reported where, after an award had been granted, the price of articles produced under the awards was increased to an extent that discouraged home production. A bee-man

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in the Middle Island now imports from the United States the pails he uses for shipment of honey, at a cost of $1.60 per dozen, as compared with $2.60 per dozen, which he would have to pay for those made in the colony since the award in the tinsmiths' trade went into effect. The same thing has occurred in case of dredge-bucket pins and a number of minor foundry articles formerly made by common hands at the works, but under the award made only by skilled laborers. The specific instances to which attention was called were not important in themselves. All they show is that the act is a factor in raising the cost of production to the manufacturer, and that this sometimes wipes out the margin in favor of home production.

The court takes trade conditions into account in making awards, and it is only when inexperience with the details of a case or deficient information as to real trade conditions leads to an error in an award, that the judge imposes conditions that the trade can not meet. But it is one of the difficulties in administering such a law that such instances of error will occur, or that trade conditions will change during the currency of an award, and the manufacturer and his workmen suffer as a consequence.

That this danger is duly realized by the court is indicated by the remarks of the judge upon the Wellington bookbinders' award of 1902: "This work is produced in the colony at a very small margin below what it can be imported and sold for, and we have felt that any material additional burden or restriction placed upon manufacturers here will imperil the industry altogether, and that the effect will not be to give more work to local journeymen at higher wages, but to compel additional importations, and to go far to destroy an industry which at the present time affords employment to a considerable number of workers who are not technically journeymen."

This particular difficulty occurs, of course, only where there is outside competition. In trades that are necessarily local, like the building trades, transportation industries, grocery clerks, butchers, bakers, and the general purveyors to the daily needs of the community, there is not this economic restriction upon the terms that may be embodied in the awards. The employer passes on the higher cost of production to the consumer, who is oftentimes the very wage-earner who has profited by the court's decision, and this higher price of commodities or services in common use in turn becomes an incentive to the worker to push his claim for another increase of wages when the next award comes around. Moreover, while he at least temporarily profits, the wage-earner whose occupation is such as to limit his wages to what the trade can stand without succumbing to foreign competition is placed at a relative disadvantage, because his compensation is limited by a different economic law while the price he may be forced to pay for services and local commodities is almost unrestricted. For this

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reason, too, one finds employers commanding a natural monopoly of the local market much more complacent over the working of the act than others. An employer, who is also a member of parliament, said: "I don't care how high the awards make wages so long as I can pass them on to the purchaser. In fact, it's an advantage to us employers, for we figure out our profits on all the money that passes through our hands, and bigger prices and bigger wages simply mean a bigger percentage for us." Another large employer said: "I make more money out of the same number of sales under the act than before, for my profit is a fixed percentage of the cost of production, and as the cost of production rises my gains rise." This desire of the employer to make a profit out of the act sometimes leads to queer maneuvering. The following incident was related to the writer of this report by a trade-union officer in Wellington:

The blacksmiths and farriers of that city formed a union and had practically settled upon the terms of a voluntary agreement with the masters, all that remained to do being to sign the necessary papers and file the instrument with the clerk of the district. While this was pending the masters sent notice to the men that they would have to bring the matter before the court; that they—the masters—would not make a voluntary settlement. A few days later the person who related the incident to the writer met one of the masters on a suburban train and questioned him as to the employers' sudden change of front. "Oh," said the master, "you see, we're willing to let the men have what they want, but we shall have to get the matter into court to justify us in raising prices."

Indeed, the men frankly recognize this condition in bringing a reference for a new award, and themselves suggest an increase in prices to recoup the employers for the higher wages paid. In his remarks upon the Waikato coal-miners' award of 1903 the judge said: "In consequence of such increase [granted in the previous award] the company raised the price of coal. * * * The representatives of the union have contended that the company can again raise the price of coal. The representatives of the company submit that this can not be either fairly or safely done, and the results of the last increase in prices, the whole of which has been absorbed by the increased price of winning the coal, have been a decreased output and reduced profits."

The increase in the cost of living in New Zealand since the awards began to go into effect is variously estimated at from 20 per cent to 40 per cent. A workman's wages, as said before, will not go nearly as far in New Zealand as they will in cities and towns of equal size in the United States. In fact the necessaries of life cost from 25 per cent to 40 per cent more than in Ohio or in central California. It probably costs more to live in Auckland, considered the cheapest of New Zealand cities, than it does to live in Philadelphia or Washington.

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A business man occupying his own six-room cottage in a suburb across the bay from Auckland, with a wife and three small children, and employing no servant, estimated his running household expenses at $20 a week. It cost a family of three adults, living in the same style in Washington, but employing a servant at $3.50 a week and board, and renting a seven-room house in the suburbs, upon an average $80 a month in winter and $75 in summer for household expenses. The rent in this case was $20 a month.

But the United States, without arbitration laws or similar regulation of industries, has experienced perhaps an equal relative rise in prices within the last eight years. Commenting upon the situation in New Zealand the secretary for labor says in his report for 1902: "It was complained [before the Victorian commission] that the present act had increased the cost of living by raising the pay of workers; that coal costs more on account of miners' high rate of wages; buildings are more expensive because carpenters, plumbers, painters, etc., all have higher wages than formerly. That fact must be admitted, but it appears to carry little disadvantage. As soon as the workman gets his wages they are almost all distributed again directly; with high earnings he buys more bread, beef, beer, tea, clothes, theater tickets, excursion tickets, etc., than if he made poor earnings." The question of just what the farmer, who alone of the producers of the colony sells in a foreign market under unrestricted competition with producers whose necessary commodities and services are not supplied by award protected wage-earners, may come in time to think of these rising prices, and what attitude he, with his dominant vote, may take toward the legislation that creates these awards, is yet to be determined. The New Zealand farmer is at present in a state of high prosperity, which he appreciates the more by contrast with the series of lean years that preceded; but his attitude under all conditions of the world market is the crux of the high price question involved in the arbitration law's effects.

A number of unfortunate results which opponents claim have followed upon the act will be suggested in the quotations from general opinions quoted below. One or two require further special mention. A dispute brought before the court is by no means so serious a matter as a strike. It does not involve a cessation of industry, with its attendant loss of production, acute ill-feeling engendered between employers and employees, and other economic and social evils. But to have a case pending before an arbitration court involves a certain amount of expense and loss of time upon employers, and is in itself a check upon industry to the extent that it renders uncertain the future conditions of production. There are single employers working under as many as four different awards. The total effect of having these disputes constantly pending—and with

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the congestion of the court's business they may hang fire a year or more—is very similar, if not quite so disastrous, to a chronic agitation for the revision of the tariff in the United States. There is no more finality in the labor situation under the existing awards than there was when the law went into operation. Quite the reverse. The disputes are increasing in number with the growth of labor organization, the recent amendments to the act, and the natural extension of the jurisdiction of the court under the impulse of its own operation. All the awards, agreements, and other instruments filed under the act from May 30, 1896, when the first decisions were given, to June 30, 1901, or in a period of five years and one month, are included in 776 pages octavo of printing; the awards and similar documents filed during the following 18 months, including possibly 40 pages of remarks by the court not published in the previous volumes, fill 842 pages. In other words, awards are growing both more numerous and more complex; and this increase can hardly help but constitute an unsettled condition unfavorable to the extension of industries. The logical corollary of this expansion of court interference, moreover, is that industrial evils have either increased under the act, or that much readier and possibly less justifiable recourse is taken to the arbitration tribunal by those bringing the disputes.

The latter is probably the case in many instances. Seven employees, out of the hundreds possibly employed in an industry, may form a union, and a majority of these, or four dissatisfied men, may bring their employer into court. Nay, even more. None of these men need be employed at the time they bring the action; for the law says: "Where an industrial union of workers is party to an industrial dispute, the jurisdiction of the board or court to deal with the dispute shall not be affected by reason merely that no member of the union is employed by any party to the dispute, or is personally concerned in the dispute." This provision, which may have been intended to prevent an employer from dodging a dispute by closing his works before a reference was filed, or to enable workers to get at sweaters and undercutters not employing members of the union, certainly places an unwise power in the hands of a disaffected minority of the employees in an industry. It is only fair to call attention to the fact that it would be avoided were compulsory preference given to unionists, and all employees forced to organize. But even in the large number of trades where preference has already been given by the court, it has not followed that the disputes were lessened. The presence of the act itself, with its inexpensive procedure, forms a temptation to invite its interference.

This is a result of the law certainly not anticipated by its projectors. The premier himself is reported to have remarked in a public address that the act was being "ridden to death by the unions." A former

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labor member of parliament said: "They thought that when one crop of awards was over absolute industrial peace would reign for a number of years, until conditions changed to demand a revision. They didn't reckon that these disputes were going to be hardy perennials."

While some of the union officers use their powers and influence under the act with discretion, the tendency of these organizations seems to be to prosecute unnecessarily for breaches, when there is simply an unintentional or excusable violation of some minor detail of an award. Labor men voluntarily called attention to this danger. The fines go to the unions, and this is another incentive to bring unnecessary actions. To illustrate: Last year the King's birthday and "show," or provincial fair, day in Christchurch were upon Monday and Friday of the same week. Wednesday the butchers' shops have a voluntary half holiday, which was also observed this week. Under the terms of the award the men receive full pay for these holidays. Some of the employees without objection came to the shops Friday morning to take in the meat received from the abattoirs, and prepare it for Saturday distribution. They remained two hours to do this, in order to relieve the press of work the following morning, when, on account of the Sunday trade, deliveries for Saturday use had to be out of the shops by 7 a. m. The union sued the employers for breach and secured a conviction. In another instance in the same city where a holiday occurred in the week the men and employers worked unwittingly two and one-half hours more than the prescribed time for the week under such conditions. It was a case where it would take a rather bright mathematician to figure out that a breach had occurred. The employers were later sued and convicted for this offense. Even after they had been fined many of the employers couldn't see where the award had been violated, and were disputing about it a month later. These fines ranged from $4.87 to $9.73 and went to the unions. The costs of the suits were over $35.

Another evil resulting from the present method of prosecuting breaches is suggested by the following Press Association telegram from Wellington, in June, 1903: "A large deputation of sawmillers from various parts of the colony waited upon the premier to-night in regard to the manner in which the arbitration act was being worked. The deputation asked that amendments should be introduced to prevent any official of a union receiving anything but a fixed salary, to prevent fines from being awarded to unions, and to prevent the private settlement of breaches of awards. It was pointed out that the secretary of one union, who admitted receiving no salary from the organization, had recently visited a number of districts and presumably collected a large sum in fines and stirred up a good deal of irritation. These fines went to the secretary." One is permitted to fancy that employers did not pay fines for which they were not

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liable; but there is undoubtedly a real evil suggested in this communication.

The general opinion as to the value of the act varies among different employers and different classes of the people. It would be wrong to say that any one portion of the community was entirely in accord upon the question. Some of the bitterest opponents are not large employers, but investors, professional men, and retail merchants. So far as the personal experience of the writer of this report goes, the class most unanimously hostile to the present labor legislation is the large farmers and pastoralists. A number of these were interviewed in different places, engaged in casual conversation on trains, on steamers, and at hotels, and all expressed opinions unreservedly unfavorable to the act. No opportunity was afforded of gauging to an equal extent the opinions of smaller agriculturists, but those met by chance were not favorable to the laws, which they seemed to consider opposed to their own interests and as intended to favor the town at the expense of the country. Commercial travelers appeared to have a class prejudice against the labor laws, and reported lack of sympathy in the country districts with the present legislation. On the other hand, many of the very largest employers and those with most experience with labor difficulties, were generally favorable to the arbitration law, or at least to the principle it involves. The managers of large shipping companies, a coal-mine manager, and some of the large manufacturers belong to this class. There has undoubtedly been a recent recrudescence of hostility to all arbitration legislation on account of the agitation for compulsory preference to unionists. There was no disposition anywhere among the people at large to consider present legislation final or to attribute to it the qualities of an industrial panacea. The laboring classes as a body are firm supporters of the law, though in several instances they criticise its practical working. The general opinions of employers and employees and public officials practically familiar with the operation of the act are naturally the most illuminating, and are the only ones here quoted: A woolen manufacturer, in parliamentary testimony: "The Canterbury Employers' Association wishes to impress upon the government that they are in accord with the principles laid down in the conciliation and arbitration act. There is no antagonism now, whatever there may have been." A clothing manufacturer, in a personal interview: "Experience improves the act and the awards, and in ten years we shall have it on a good working footing." Another employer: "The act has brought the men a larger share of the profits of prosperity than they otherwise would have received." An employer in a speech before parliament: "So far as I am aware the employers of this colony do not want the industrial conciliation and arbitration act repealed. They recognize this: That while there may have been mistakes in the administration, and advantage taken of some of the

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provisions of the act, yet as a method of settling disputes it is infinitely better than the old method of strikes." The secretary of an employers' association: "Employers don't object to a court's fixing a minimum wage and hours of labor, but they do object to having all the details of their business regulated by the court." A large employer: "The act prevents sweating, and so long as the men do not make manufacturing more expensive than importing, we can pass the extra expense on the consumer and do not complain." A coal-mine manager: "I prefer to have the act in force in my business." A large manufacturer: "It wouldn't be wise to sweep away the act now, because it has created a new industrial environment. But if we could have foreseen how it would develop, we should have opposed it vigorously. Industry is regulated in the interests of a single class. The labor legislation has not been any benefit to the industry of the colony." A publisher: "The principle is all right, but the whole thing should be taken out of politics." A steamship corporation manager: "I myself, and I think employers generally, favor the act, though the awards are sometimes unsatisfactory. But the employers are often to blame for this, in not making a good presentation of their case and covering all the points with sufficient evidence. I don't favor having attorneys, but we might do better in some ways if we had them to even up evidence for us." A publisher: "Employers were always friendly to the act, but the constant pressure and new demands of the unions have tended to make them hostile." The president of an employers' association: "After all these criticisms, I still say that the act might be so amended as to be a God-send to the colony." An ironworks superintendent: "The act on the whole is fair and we're satisfied with it." A building contractor: "Personally I prefer to have a free hand with my employees, and I never had a dispute with them all the years I was in business before the act was passed. But on the whole I think the act is all right. It gives me more assurance of settled conditions in the lines of business I depend on for supplies." A large employer: "Politics interferes with the fair administration of the act." A woolen manufacturer: "We are putting a lot more money into our business, and I believe in the principle of arbitration. But they are hedging us in too much with their regulations. They go too far at present." A labor member of parliament: "If a vote were taken among employers, and the question of compulsory preference to unionists were not up, a majority would be for the arbitration law." A Conservative daily (opposed to the present ministry): "The great majority of people of the colony, however, who recognize that the law has not been subject to a crucial test, are quite content to see it maintained until they have a chance of judging whether under all possible conditions, and in times of adversity as well as in times of prosperity, it can be depended upon

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to provide a satisfactory method of adjusting labor disputes." An employer member of parliament: "My fellow manufacturers as a rule do not hold with me. * * * I have had a long and varied experience in the employment of labor in several manufacturing spheres, and the conclusion I have arrived at fully coincides with the opinion I had when we first adopted the present policy some few years ago—that is, that great benefit has accrued to every one, employers and employees—and that the industrial field has been very materially fertilized by a system which practically puts an end to strikes, and so renders manufacturing operations much more constant and certain, especially where contract liability is a factor in the case."

Against these opinions, favorable or favorable with qualifications, might be set as many more that were quite the reverse. Organizations of employers are distinctly adverse to the act, so far as their official statements can lead one to form an opinion. Employers, especially those in mercantile as well as in manufacturing business, were sometimes peculiarly reticent as to their views upon the arbitration law until assured that what they said would be considered confidential. In one or two cases persons visited in company with a public official would speak favorably of the act, and in private conversation subsequently express quite the reverse opinion. Business men went out of their way in three cities to say that the publicity given their testimony prevented employers from testifying or from stating their views frankly before the Australian commissions sent over to investigate the working of the act, lest they thereby injure their business. In looking over a number of the original replies to the questions sent out by the employers' associations to their members, asking for opinions upon the measure, the writer of this report was struck with the fact that many were marked "private," and that some had even been brought in to the secretary unsigned. It is difficult to say just what this spirit indicated as to conditions, but it was so marked that it can not honestly be omitted from a description of the testimony presented.

The questions just referred to were sent out by the employers' associations of the four principal cities of the colony, to their members, asking for opinions as to certain effects of the arbitration act. About 30 replies were received in each city, the answers frequently being from the secretary of an industrial union of employers, voicing the opinion of all the members of the society, so that the actual value of each reply varied, some representing individual and others collective opinions. But in no instance, so far as the writer could learn, were opinions favorable to the act indorsed by more than a single individual. Upon numerical rating, therefore, the balance of opinion adverse to the law as it stands at present would be considerably heavier than it appears in the table.

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In the tabular statement the city of Auckland has been omitted because exact figures could not be obtained, but the replies averaged about the same as in other cities.

OPINIONS OF EMPLOYERS RELATIVE TO THE CONCILIATION AND ARBITRATION ACT.

Questions.	Wellington.			Christchurch.			Dunedin.			Total.		
	Persons replying.			Persons replying.			Persons replying.			Persons replying.		
	Yes.	Qualified.	No.	Yes.	Qualified.	No.	Yes.	Qualified.	No.	Yes.	Qualified.	No.
In your opinion was such a measure required—												
For the purpose of removing any actual difficulties existing	5	2	26	5	7	19	(a)	(a)	(a)	10	9	45
As a preventive of prospective evils not otherwise provided against	5	3	25	5	3	25	(a)	(a)	(a)	10	6	50
For any other justifiable purpose	5	3	25	2	7	19	(a)	(a)	(a)	7	10	44
Has the operation of the act been, in your opinion, beneficial in—												
The promotion of good feeling between employers and employed	2	......	33	.....	......	28	.....	3	26	2	3	87
Increasing the efficiency or conscientiousness of workmen	.....	......	34	.....	......	28	.....	1	27	.....	1	89
Increasing the general prosperity	1	5	28	.....	......	28	.....	6	20	1	11	76
In your opinion has the act been productive of evils in—												
Creating disputes between employers and employees	31	3	1	36	......	1	29	......	....	96	3	2
Causing loss or waste of time to employers and employees during the "hearing of such disputes"	31	3	1	30	......	1	22	2	2	83	5	4
Causing interference with employers in the control of their business	31	2	2	29	......	1	26	2	....	86	4	3
Limiting the development and lessening the operations of trade and manufacture	31	2	2	29	......	1	20	3	1	80	5	4
Increasing the expenses of business without increasing the volume of profit thereof	32	2	....	29	1	1	23	1	....	84	4	1
Discouraging or preventing the investment of capital in industries	32	2	....	29	......	2	27	......	....	88	2	2

[a] This question was not sent out in Dunedin.

This table shows the general attitude of employers toward the law as it stands at present upon the statute books. The following quotations give more specific reasons for this hostility:

The woolen manufacturer whose parliamentary testimony has already been quoted as favorable to the act, said in his testimony before the Victorian Commission in 1902: "In the woolen mill it [the act] has had a bad effect generally in producing strained relations. The old friendly relationship that previously existed has ceased to exist, not only as between operatives and employers, but between the operatives themselves. * * * The intention of the act has been departed from altogether, that instead of settling it is promoting disputes." The secretary of an employers' association, in a personal interview: "The act kills kindly sentiment between employers and employees.

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Employers make no voluntary concessions now." Another large employer said in his testimony before the commission just mentioned: "We have been in business for 20 years, employ between 250 and 300 hands, pay £600 ($2,920) a week in wages, and never had a word of dispute or complaint or unpleasantness with our workers; yet, when this thing came in, a minority joined with the union and formulated these ridiculous demands." Another employer said in a personal interview: "We have never had so much industrial unrest as since the passing of the act." The secretary of an employers' association said: "The act stereotypes industries." A building contractor said: "I would repeal or greatly modify the act. You can't make awards flexible enough to suit the different conditions of production and the different capacities of individual workmen." A manufacturer: "We could do better without the law." A skilled ironworks mechanic was the only workman who spoke unreservedly against the law. He said: "I've been here since the laws started. I don't think much of them. I prefer to make my own terms with the boss and work as I please."

Opinion, therefore, is evidently divided, but workingmen as a class are in favor of, and employers as a class are opposed to, the present arbitration law. Employers almost universally profess to believe in the "principle" of arbitration, and this might mislead a casual interviewer as to their opinion of the arbitration legislation actually in force. But many who criticise the present law most severely would not see it suddenly repealed. They say it has created an environment that would lead to industrial anarchy for a period, if the legal restraints were taken away from the strongly organized unions. And many, with strong class instincts and the resentment of a petty fine paid by themselves or a fellow employer for some possibly trifling and unintentional breach of an award still rankling in their minds, may express themselves more strongly than they feel. Employers were encountered whose denunciations of the act were both vociferous and profane, implying some specially acute and recent ground for their effusion of sentiment upon the subject. Others expressed themselves more quietly, but with equal bitterness. But the most forceful opponents of the act were the dispassionate critics, employers of responsibility, who felt effects from its workings which they honestly believed to be detrimental to industry and to all classes of industrial workers. Still, it is doubtful if there is an employer of importance in New Zealand who would return voluntarily to the system of strikes. They would amend and modify, probably entirely remodel, the present legislation, but they would retain in some form or other its essential principle. Public opinion in the colony has been cultivated into a position where it would hardly tolerate again a free fight between employers and employees. This feeling was voiced by a man of much local promi-

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nence, an employer of a large amount of labor under the act, and one of the most intelligent and consistently logical and dispassionate opponents of the present labor legislation met in the colony. At the close of the conversation he was asked: "Would you repeal the present laws in such a way as to make strikes the only ultimate method of settling industrial disputes?" He thought a moment, and then replied: "I was in Chicago recently, when your building trades were on a strike. I saw armed men standing at the corners of your new Federal building there to protect the workmen from the strikers. No, I don't want to see a change of our laws that will permit of such conditions here."

Considered merely as a piece of legislation, and judged by its logical consistency and conformity to those general principles which political experience has taught should be observed in legal enactments, the arbitration law possesses certain defects. To try to unite conciliation and compulsion in the same statute, as consecutive phases of an identical legal process, was, as already pointed out, a practical impossibility. The scales of justice were never so near the eyes of the litigants as entirely to hide her sword hand. Yet to embody these two principles in the original statute was practically a historical necessity. The theory of the law when enacted was to establish a tribunal to enforce collective bargains; the practical effect of the law has been to establish a tribunal for making collective bargains. Hence, also, the name "court" applied to the principal tribunal constituted by the act is misleading in so far as it implies an identity or strong similarity in form, procedure, functions, or guiding principles to any other court existing in a modern judicial system. In the first place, the arbitration court is a representative, not an impartial and nonpartisan, body; in the second place, persons not cited or allowed to defend themselves before it are bound by its decisions and suffer pains and penalties from its actions; third, it legislates, and then takes judicial cognizance of the violations of its own laws. The court is a body with delegated legislative powers. It fixes holidays, compensation for accidents, physical conditions of employment, all of which form items of legislation in the existing statutes of parliament; and it grants compulsory preference to unionists and establishes a minimum wage, both of which subjects are upon the programme of proposed or solicited legislation for the coming session. It does not grant trial by jury, nor are its decisions reviewed by any other tribunal. All these facts are faults from the statesman's point of view, and they do violence to the general experience of mankind as crystallized in political principles. To unite legislative and judicial functions in a single body, irresponsible to any higher power than the popular legislature, must appear to Americans, with their constitutional principles and precedents in view, a dangerous retrogression to more primitive conditions of law.

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A second reactionary principle involved in the statute is pointed out by the chief justice of the colony in his decision upon the jurisdiction of the court. He says: "The court [of arbitration] can make the contract or agreement that is to exist between workmen and employer. It abrogates the right of workmen and employers to make their own contracts. It in effect abolishes 'contract' and restores 'status.' * * * No doubt the statute, by abolishing contract and restoring status, may be a reversal to a state of things that existed before our industrial era, as Maine and other jurists have pointed out. The power of the legislature is sufficient to cause a reversion to this prior state, though jurists may say that from status to contract marks the path of progress."

The purpose of this criticism is to indicate the fact that practical expediency rather than scientific principles were observed in drafting the present statute, and that it possesses all the defects and weaknesses of purely empirical legislation. Unless some political or economic change in the colony leads to an early repeal of the law, these faults will manifest themselves in practical experience and be remedied. But they should not be overlooked when the act is taken for a model for legislation elsewhere.

The obvious advantages of preventing strikes, with all their attendant evils, and the faith that the path of social progress leads toward a better remedy than they for the settlement of industrial disputes, are all the arguments needed for a conscientious consideration of the New Zealand law, as pointing the way to a possible solution of these difficulties in our own country. But even with that purpose in mind, it is well to call attention to some of the obstacles that would occur in enacting such legislation in America. In the first place, our national and State constitutions would guarantee a jury trial to persons prosecuted for serious breaches of awards, and possibly to parties brought into court under any industrial dispute which could be proved to involve a property issue of sufficient magnitude, with its indirectly resultant penalties. This is a right that neither workingmen nor employers in America—but above all workingmen—could be persuaded to sacrifice. The question of federal and State jurisdiction would at once appear. The production of interchangeable commodities could not be well regulated by a State court; for manufacturers hampered by an award would simply move over into another State, where they would be assured of a policy of noninterference in their industry. The problem that has presented itself in New Zealand as the question of colonial awards, or the adjustment of awards to the conditions of production in different localities, would be multiplied many times in a country like the United States. The New Zealand awards, moreover, are adjusted only to conditions of competition in a home market, while in America they would have to

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be adjusted to conditions of competition and production in foreign markets and countries if we are to retain our export trade. To draw any final deductions from the working of the law in an agricultural colony, remote from immigration routes and with no export trade in manufactured commodities, that would apply to the more complex conditions of a country like our own is manifestly impossible.

The law does tend to create monopolies. It forces employers into unions, for only thus can they defend themselves under the act, and these naturally evolve into organizations for restricting competition. This was naively avowed by certain employers in the colony, and charged by the workingmen on more than one occasion. Under the operation of the awards workers become partners in the profits of such combinations, but not always the stronger partner. It would seem that in a country like the United States this feature of the New Zealand law might be likely to stimulate unduly a progress toward the centralization of industry.

There is, moreover, an artificial condition accountable in part for the success of the law in New Zealand that would not be present in our own country. The minimum wage, whether established by a court or by a special board, as in Victoria, throws the slow worker and the semi-incompetent wage-earner out of employment. This is the testimony of Victorian manufacturers and investigators as to the working of the law in that State, and is the testimony of practically all employers interviewed in New Zealand. The Victorian Commission, speaking from the results of its investigation in the latter colony, says: "It is clear that the problem how to protect and provide a livelihood for the slow and inferior worker without impairing or breaking down the principle of the minimum wage has not yet been properly solved in New Zealand." Hitherto the poor workers and unemployed have been put upon the public works of the colony, and thus drawn away from the labor market. Though this may not have been the special purpose of the policy of extensive public borrowing for internal improvements adopted by the government, an indirect result of that policy has been to provide what have been tantamount to relief works for the unemployed. But throw this great ragged edge of society into the labor market, where a minimum wage law is in force, and a powerful incentive for the evasion of that law is at once put upon employers and would-be workers alike. This difficulty has not been entirely avoided in New Zealand. In the report of the 1902 conference of the trades and labor councils of the colony, one of the delegates is quoted as saying that he knew of cases in Auckland where men said they were getting the minimum wage when they were not doing so, and other cases where men got the minimum wage but handed back a portion to their employer. This evasion occurs, according to public reports, under the minimum wage boards in Victoria. With our constant

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influx of foreign immigration, accustomed to a low standard of living and low payment for their services, the difficulties here suggested would be increased manifold. And secret rebates would not be such a new thing with some of our employers. But still, the need of providing a remedy for conditions in America is only the more exigent for that reason.

The political aspect of the law's effects is also to be considered. Practical politics and legislation can not be divorced in our country even to the same extent as in New Zealand. In that colony the premier is the font of administration, legislation, and justice alike. When a man of dominant personality, immense will power, and unusual ability, like Mr. Seddon, who at present unites in his own person the prime minister, colonial treasurer, minister of defence, minister of labor, minister of education, and minister of immigration, besides being a member of both houses and the leader of the majority in parliament, is at the helm in a small colony like New Zealand, any legislation in favor with the administration finds strong and effective support at need. For Americans, working under a system of local government and dispersed political power, with the constant necessity of reconciling the most diverse interests in their legislative assemblies, the problem of enforcing and maintaining such laws as the arbitration act assumes an entirely different aspect. Indeed, to an outsider it looks as though the political problem might become acute even in New Zealand. Within the past 18 months the farmers have begun to organize, and now their "union" is reported to have 20,000 members. While professedly nonpolitical and mainly intended for the discussion of agricultural questions, the rules of the society provide that: "Any council, branch, or executive of the union may take into consideration any political question affecting the farming or pastoral interests, but shall so far as possible avoid the discussion of purely partisan questions." A representative of the organization said: "Several of the South Island branches have wanted to commit the organization, 20,000 strong, to opposition to the labor party. But the North Island section was opposed to such action, as it might drive from our ranks many supporters of Mr. Seddon. We prefer to keep an eye on labor laws, and make our strength felt in opposition to such as affect our interests. The farmers are opposed to the labor party upon the tariff, immigration, taxation, and land tenure. They want restricted and we free immigration; they oppose and we uphold freeholds. Labor has no stake in the country, like the farmers, and migrates to other colonies in times of depression, leaving us to pay their public debts." An agricultural implement manufacturer said that the hostility of the farmers to the labor legislation was sufficient to seriously affect the sale of home-made implements among them. His agents reported that the former sentiment in favor of patronizing the colonial indus-

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tries in this line had quite disappeared. In petitioning for awards before the court, workers in the tanning and meat-freezing trades are said to have suggested to their employers that if they could not raise prices in the foreign markets, they could at least cut prices to the farmers in order to pay higher wages. One of the leading administration dailies thus comments upon the situation, in May, 1903: "Naturally the farmers are opposed to preference of employment being given to the unionists, and they are determined to influence parliament to reject the proposition. There is also reasonableness in their contention that the arbitration act is unfair in so far as, while it provides for organized labor and organized capital, the unorganized consumers and farmers are being ignored. * * * The farmers have also been stimulated to similar organization, and it is well that these organizations should exist in the state. They may be mutually destructive of each other's worst elements, and yet be generally helpful to the community as a whole." Labor leaders generally attach slight importance to this opposition, on the ground that the farmers can not be organized and harmonized enough to make them an effective political force; but to an American (accustomed to see the political activity of the farmers of an agricultural State when dissatisfied), it seems that here might be the beginning of a movement that may have an important influence, not perhaps in abolishing, but in greatly modifying the character of labor legislation directly affecting rural interests. There is not the same solidarity between farm hands and farmers in the colony as in America. A farmer with a lifelong experience in New Zealand said he never knew of farm workmen sitting down to the same table with their employer. So the trade unions may have a lever in organized farm labor with which to bring pressure to bear to prevent hostile action by country employers. But such special conditions do not obtain in America; and the political problem of reconciling the interests of agricultural producers and consumers with those of manufacturers and workmen in the skilled occupations would have to be considered very seriously in the United States if legislation were to be permanent. The New Zealand law, as evolved in actual operation is certainly class legislation, and the rights of society at large are not sufficiently protected or observed as yet in the system it creates. A member of the arbitration court has said: "Nothing is recognized by the arbitration act except unions of workers and unions of employers. The trade, commerce, manufacture, agriculture, and mining, the interests and the welfare of the 800,000 people in New Zealand, are controlled by putting the arbitration court in motion by a body of unionists representing 20,000. The other side is represented by the representatives of some 1,800 employers." It is evident that unless built upon the interests of the whole community the law may be seriously endangered, or even may fall, in some storm and stress period of popular discontent.

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A premonition of this fact is evidenced in the frequent statement from both laboring men and employers that the arbitration act may fail in a time of depression, when the awards must be revised so as to lower wages or restrict the other advantages previously gained by the workers. A former labor member of parliament said: "Workmen in unreasoning moments may oppose the act, but I hope that society at large will then insist on its observance, as they have insisted on some things in the Victoria railway strike." An officer of a trades and labor council said: "In hard times I think the act will go under, from the action of the workmen themselves." A second labor member of parliament (but not himself a workingman) said: "When depression comes, the act must fail. If a business begins to lose money under free contract, the employer can call his men together, explain the situation, and either adjust the matter with them or close up. Generally, if the employer is right and convinces his men of the true situation, he can fit wages to the new conditions and keep running. Under an award he has no option. He must pay the minimum wage or lay himself liable to a fine, or else the act becomes a dead letter. Let a sharp depression strike the whole colony at once, and no court could deal with the matter. I do not see how the act can fail to precipitate a crisis if such a depression ever comes." On the other hand, the secretary of a union said: "In hard times necessity would master the workingman. He couldn't fight the law and the employer together, and must accept lower wages." A large employer expressed himself in practically the same words, saying that the strike spirit was always stronger in good times and during rising prices, and that workmen were much more "docile" in periods of depression. Employees have shown in a number of instances a disposition to criticise the court and to try to secure control over the court through the ministry, when dissatisfied with awards. Unions at times meet and pass resolutions condemning the court. They have sent delegations to the premier with complaints as to the awards or the court, even asking for the removal of the judge. A labor member introduced a resolution into the upper house of parliament calling for an investigation of the court, because a few unions were dissatisfied with some recent awards and decisions. Of course it is quite useless to predict just how the workingmen and the community at large would regard the act in a period of depression; but these conditions in New Zealand suggest that sufficient regard may not have been paid to the fact that laws are primarily for the benefit of society at large, and must be so framed as to insure public support from all quarters if they are to endure; and that if the protection of the direct beneficiaries of the arbitration act were withdrawn, or turned into open hostility, that law might be in the position of a man betrayed in the house of his friends, with its existence imperiled by the enemies it had made in times of prosperity.

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In calling attention to what appear to be defects, either in principle or detail, in the present arbitration legislation of New Zealand, it is only intended to emphasize again the fact that such legislation is still in an experimental stage, that it has been framed along lines of practical expediency alone, and that it is not yet sufficiently tried and tested to allow any broad generalizations to be made as to its final efficiency and permanent success. But one should remember that the colony has been legislating for New Zealand and not for other countries, and it has been unnecessary to adjust laws to many conditions prevailing elsewhere. The colonial legal system has not the sanctity of a creed in the eyes of its makers, and there is little doubt but that the arbitration act will be adapted to meet new difficulties as they occur. The court, in its rapidly accumulating awards, is building up a large body of quasi-juristic precedents, that will guide much more surely succeeding judges and tribunals in the administration of this or any similar statute. The law has not been a failure, though many inconveniences have been experienced from its workings. It has accustomed the community to the idea of making law supreme in industrial disputes, and this is an idea that will not easily disappear. With all its apparent defects the act is a success beyond the expectation of many of its early supporters. Practical legislators have considered it worth transplanting, with modifications not impairing its essential principle, to several of the States of the Australian Commonwealth. There, meeting new conditions, many of them more similar to our own than those prevailing in New Zealand, the law is almost certain to be still further modified in practical application, and still more completely adapted to the diverse conditions of modern industrial life. One concludes an investigation with this conviction—that a line of legislation has been started in New Zealand to remedy one of our greatest industrial evils that will in all probability continue to expand and develop from its present tentative and experimental condition until it has solved, or greatly contributed toward solving, so far as the collective will of society can, the problem that brought it forth.

CONCLUSION.

There is little to be said in conclusion of this report. A stranger can not hope to compass and appraise at their true value all the forces and circumstances presenting themselves to an investigator of labor conditions in New Zealand. An American, while he finds much to admire in the intent and in many of the details of social legislation in the colony, senses a class consciousness among the people and a tendency toward rigidity and status in their institutions that does violence to his inherited ideals and sympathies. It is not in a dead level of material comfort that the real prosperity of a nation consists. That was provided by the Incas of Peru. But it is in the constant incentive

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to individual enterprise, in untrammeled ambition, in the consciousness of the call to labor on the part of every member of the community. The "strenuous life" is already a well-worn term in our country, but it contains the secret of living for the present generation of Americans. We can not but instinctively recoil from the thought of a state protectorate over our individual activities. The nation is largely composed of people whose ancestors, or who themselves, have devoted energy and sacrifice to getting away from that very thing. Laboring men say that the arbitration act in New Zealand has killed the "fighting spirit" of the unions. That is possibly a social gain; but what American employer even does not feel a secret dislike of the situation it implies? In other words, our habits of thought and temperamental sympathies are not in accord with those dominant in New Zealand. The ways of the latter country may be better; but they are not our ways. We are less law-abiding as a nation than New Zealand, and more rampantly independent as individuals. An American community would soon kick holes all through the acts of parliament of the other country. We shall have to solve our social problems in our own way, and perhaps after longer and severer experiences than those of the colony. "An ideal laboratory" is what a canny Scotch labor leader called New Zealand. Such it is, indeed; and we must consider her legislation as laboratory experiments for ourselves.

New Zealand is a country that one delights to visit and regrets to leave. Nature has endowed it with an excellent climate, abundant resources, and beautiful scenery. The people are of selected stock and of our nearest kin. Nowhere will a stranger meet with sincerer courtesy or more cordial hospitality. One feels like making a general acknowledgment to the whole colony for kindnesses received when he leaves its shores.

Special mention should be made of courtesies received from Secretary Tregear, of the labor department, and his assistants in the cities visited, from other public officials, and from many employers, journalists, labor officers, and others who assisted the writer of this report with information and helpful services.

An analysis of the labor laws of the colony concludes this report. It was impossible without much repetition to give a separate summary of the different acts. Therefore their salient provisions, illustrating the motives and guiding principles of the laws, are arranged after the manner of a simple code, according to a system that will be self-explanatory to many readers and can be easily followed by all from the introductory notes and titles.

ANALYSIS OF LAWS.

The compiled labor laws of New Zealand, apart from the court decisions, awards, and interpretations necessary for their complete explanation, are embodied in 56 separate acts, and form an octavo volume of

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428 pages. A concise analysis of this legislation can be made only by redistributing the matter contained in the individual statutes in such a way as to illustrate the general principles which the laws enforce without the repetition and detail of the original enactments. This has been attempted in the present chapter, following in a general way the classification of the Roman jurists. The provisions of these laws are considered from the standpoint of the rights of the employee, as the definition and enforcing of these rights is the main motive for their existence.

A reprint in full of the industrial conciliation and arbitration law is found on pages 1282 to 1311 of this Bulletin. In this analysis those parts of the law necessary to be used are not reproduced, but reference is made to the law in its entirety, where the appropriate sections may be found.

The laws fall into three divisions. The first defines the personal rights of employees, which can not be measured in money or modified by private contract. They include the right to engage conditionally or unconditionally in various occupations, the right to physical conditions of employment favorable to health and social welfare, and the right to organize for the purpose of industrial betterment. The second division covers the real or property rights of employees to wages and to compensation for injuries received in service. The third concerns itself with the special procedure and penalties provided for enforcing the personal and real rights just mentioned.

I.—PERSONAL RIGHTS OF EMPLOYEES.

1.—WOMEN AND MINORS.

(1) *Laws limiting employment in mines.*

No female and no boy [under 13 years of age] shall be employed in any capacity in or about any mine. [Coal Mines Act, 1891.]

No youth [under 18 years of age] shall be employed as lander or braceman at any time at a brace set over any shaft.

Wherever any entrance to any mine, or any communication within any part of any mine to any other part thereof, shall be by means of a vertical shaft or pit or inclined plane or level, no person other than a properly competent person of the full age of eighteen years shall have charge of any engine, windlass, or gin (whether driven or worked by manual labor or any other power), or of any part of the machinery, ropes, chains, or other tackle by or by means of which persons are brought up or passed down or along any such vertical shaft or pit or inclined plane or level.

No person under the age of eighteen years shall be allowed to charge a hole with explosives, or to fire any charge of explosives.

No person under the age of twenty-one years shall be placed in charge of or have the control of any steam-engine or boiler used in connection with the working of any mine. [Coal Mines Act, 1891; Mining Act, 1898.]

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No female person of any age, and no male person under the age of fourteen years, shall be employed for hire in any capacity in or about a mine: Provided that this shall not apply in the case of clerical employment. [Mining Act, 1898.]

(2) *Laws limiting employment in factories.*

A woman shall not be employed in any factory during the four weeks immediately after her confinement.

With respect to the employment of boys or girls the following rules shall be observed in every factory:—

1. A boy or girl under fourteen years of age shall not be employed except in special cases authorized in writing by the inspector: Such authorization shall not be given in the case of a factory in which the total number of persons employed exceeds three.

2. A girl under fifteen years of age shall not be employed as typesetter in any printing-office.

3. A boy or girl under sixteen years of age shall not be employed in any room in which there is carried on—Any dry grinding in the metal trade; or the dipping of matches of any kind.

4. A girl under sixteen years of age shall not be employed in any factory in which there is carried on—The making or finishing of bricks or tiles, not being ornamental tiles; or the making or finishing of salt.

5. A girl under eighteen years of age shall not be employed in any room in which there is carried on—The process of melting or annealing glass.

6. A woman or boy under eighteen years of age shall not be employed in any room in which there is carried on—The silvering of mirrors by the mercurial process; or the making of white-lead.

Without limiting the foregoing restrictions as to the age of employment, the following rules shall be observed in every factory with respect to the employment of boys or girls under the age of sixteen years:—

A boy or girl under sixteen years of age shall not be employed in any factory unless the occupier holds from the inspector a certificate of fitness relating to the boy or girl. [Factories Act, 1901.]

* * * * * * *

(3) *Laws limiting employment about machinery.*

No person under the age of eighteen years shall have charge of or be allowed to exercise sole control over any boiler. [Inspection of Machinery Act, 1882.]

2.—HOURS OF LABOR.

[Hours of labor are considered as a function of wages under the property rights of the employee. But in some cases the laws of New Zealand do not grant the right to contract for working hours beyond a statutory limit.]

(1) *Laws limiting the hours of labor in mines.*

No youth [under 18 years of age] shall be employed for more than forty-eight hours in any week, exclusive of the time allowed for meals, nor more than eight hours in any day, except in cases of emergency.

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No person in charge of steam machinery used in connection with any mine, or for the treatment of the products of any mine, shall be employed for more than eight consecutive hours at any time, and any person who has continually worked for eight hours shall not resume work until after an interval of not less than four hours. [Coal Mines Act, 1891; Mining Act, 1898.]

Subject to the provisions of the act, a miner shall not be employed underground for a longer period in any day than eight hours, exclusive of meal-times.

Such period of eight hours shall be deemed to commence from the time the miner enters the mine, and to finish when he leaves the mine. [Coal Mines Act Amendment Act, 1901.]

(2) *Laws limiting the hours of labor in shops.*

A woman, or a person under eighteen years of age, shall not work for hire or maintenance in or about any shop, nor at any work in connection with the shop, for a longer period than fifty-two hours, excluding meal-times, in any one week, nor for a longer period than nine hours and a half, excluding meal-times, in any one day, except on one day in each week, when eleven and a half hours' work may be done: Provided that the persons employed in a shop or work-room may, with the consent of the inspector, be employed for a period not exceeding three hours in any one day beyond the ordinary working-hours on not more than forty days in any one year, for the purposes of stock-taking.

No woman, or person under eighteen years of age, shall be employed more than five consecutive hours without being granted an interval of not less than half an hour for refreshments.

A woman, or a person under eighteen years of age, shall not, to the knowledge of the shopkeeper, be employed in any shop who has been previously on the same day employed in a factory or work-room for the number of hours permitted by law, or for a longer period than will complete such number of hours. [Shops and Shop-assistants Act, 1894.]

(3) *Laws limiting the hours of labor on public contracts.*

In every public contract the maximum length of the working-day to be observed in the case of each description of skilled or unskilled manual labor employed by the contractor in carrying out the contract shall not exceed eight hours exclusive of overtime.

The foregoing provisions of this act shall be deemed to be incorporated in every public contract.

It shall not be competent to any worker to contract himself out of the benefit of this act. [Public Contracts Act, 1900.]

(4) *Laws limiting the hours of labor in factories.*

Subject to the provisions of this act, a male worker shall not be employed in or about a factory—For more than forty-eight hours, excluding meal-times, in any one week; nor for more than eight hours and three-quarters in any one day; nor for more than five hours continuously without an interval of at least three-quarters of an hour for a meal.

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Subject to the provisions of this act, a woman or boy shall not be employed in or about a factory—For more than forty-five hours, excluding meal-times, in any one week; nor for more than eight hours and a quarter, excluding meal-times, in any one day; nor for more than four hours and a quarter continuously without an interval of at least three-quarters of an hour for a meal; nor at any time after one o'clock in the afternoon of one workday in each week as hereinafter mentioned; nor in the case of women, at any time between the hours of six o'clock in the evening and eight in the morning following; nor in the case of boys, at any time between the hours of six o'clock in the evening and a quarter to eight o'clock in the morning following: Provided that, with the written consent of the inspector, seven o'clock in the morning may, during such months as are specified in such consent, be substituted in lieu of eight o'clock in the morning, but so that the hours of work are not extended beyond eight hours and a quarter.

The provisions of the last preceding section are hereby modified in the case of woolen-mills to the extent following, that is to say: Women over the age of eighteen years, and boys, may be employed therein—For not more than forty-eight hours, excluding meal-times, in any one week; and for not more than eight hours and three-quarters in any one day; and for not more than four hours and a half continuously without an interval of at least three-quarters of an hour for a meal.

In order to prevent any evasion or avoidance of the foregoing limits of working-hours, all work done by any person employed in a factory for the occupier elsewhere than in the factory (whether the work is or is not connected with the business of the factory) shall be deemed to be done whilst employed in the factory, and the time shall be counted accordingly. [Factories Act, 1901.]

[Some industries, like meat-freezing establishments, are excepted from these provisions, and in certain instances a limited amount of overtime is allowed, subject to a permit from the factory inspector.]

3.—HOLIDAYS AND EARLY CLOSING.

(1) *General.*

Every day on which any election takes place shall be and be deemed to be a public holiday after mid-day. [Electoral Act Amendment Act, 1900.]

The second Wednesday in the month of October in each year shall be known as "Labor Day."

Labor Day is hereby declared to be a public holiday. [Labor Day Act, 1899.]

(2) *In mines.*

With respect to persons in charge of machinery used in connection with any mine, or with the treatment of the products of any mine, * * * such person shall be entitled to holidays at the rate of not less than one whole holiday or two half-holidays for every eight weeks (whether consecutive or not) during which he is employed in charge of such machinery on seven consecutive days in each such week. [Mining Act, 1898.]

If any such person as aforesaid shall be employed during seven consecutive days in every week, he shall be entitled to not less than

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twelve half-days or six full days of holidays during the year. [Coal Mines Act, 1891.]

Except in cases where the previous authority in writing of an inspector of mines has been obtained, it shall not be lawful for any person or company to directly or indirectly employ any workman on Sunday for hire or reward to do any skilled or unskilled manual labor in or about any mine within the meaning of "The Mining Act, 1891," or "The Coal Mines Act, 1891." [Sunday Labor in Mines Prevention Act, 1897.]

(3) *In factories.*

Except as provided by the next succeeding section [exceptions as to newspapers], the occupier of a factory shall allow to every woman and boy under eighteen years of age employed in the factory the following holidays, that is to say,—(1) A whole holiday on every Christmas Day, New Year's Day, Good Friday, Easter Monday, Labor Day, and birthday of the reigning Sovereign; provided that when Christmas Day, New Year's Day, or the birthday of the reigning Sovereign falls on a Sunday, then the whole holiday shall be allowed on the next ensuing Monday; and also (2) a half-holiday on every Saturday from the hour of one of the clock in the afternoon. [Factories Act, 1901.]

(4) *In offices.*

The closing-hour of all offices shall not be later than five o'clock in the afternoon of each week-day except Saturday, when the closing-hour shall be not later than one o'clock in the afternoon: Provided that exception shall be made in respect of not exceeding ten days in each calendar month, when employees may be required to continue at work, or return to work, for not exceeding three hours in any one day. It is further provided that this section shall not apply to shipping, tramway, and newspaper offices. [Shops and Shop-assistants Act Amendment Act, 1896.]

Offices shall be excepted from the operation of the last preceding section during two periods of four weeks each in every year for the purposes of their half-yearly balances. [Shops and Shop-assistants Act, 1894.]

(5) *In shops.*

All shops in a city, borough, or town district, except those wherein is carried on exclusively one or more of the businesses of a fishmonger, a fruiterer, a confectioner, a coffeehouse-keeper, an eatinghouse-keeper, or the keeper of a bookstall on a railway platform, shall be closed in each week on the afternoon of one working-day at the hour of one of the clock. Whenever a public holiday or half-holiday occurs in any week, it shall be a sufficient compliance with this act if a shopkeeper closes his shop on such holiday or half-holiday instead of on the closing-day under this act. [Shops and Shop-assistants Acts Amendment Act, 1901.]

4.—PHYSICAL CONDITIONS OF LABOR.

[The laws give a multitude of detailed regulations governing the physical conditions of labor in different industries. Only a few of the more salient provisions are quoted.]

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(1) *In mines.*

Where workmen are employed in a mine, or any of the workmen so employed are members of a society formed in connection with the coal-mining industry, and registered under "The Industrial Conciliation and Arbitration Act, 1900," as an industrial union of workers, such workmen or society may, at their own cost, appoint any two persons to inspect the mine, whether such persons are employed in the mine to be inspected or not. [Coal Mines Act Amendment Act, 1901; also substantially in Mining Act Amendment Act, 1900.]

If more than four persons are employed in the mine below ground in one shift, sufficient accommodation shall, if ordered by the inspector, be provided above ground near the principal entrance of the mine, and not in the engine-house or boiler-house, for enabling the persons employed in the mine to conveniently dry and change their dresses, and in no case shall men be allowed to change their dresses upon a boiler. [Mining Act, 1898; also substantially in Coal Mines Act, 1891.]

(2) *In shearing sheds.*

When any person or persons of the Chinese race is or are employed in or about any shearing-shed, it shall be incumbent upon the employer to provide for such person or persons separate and distinct sleeping accommodation from that provided for other shearers.

Proper and sufficient accommodation shall, as regards sleeping-room, mean not less than two hundred and forty cubic feet of space for each shearer sleeping in any room or apartment (which room or apartment shall not in any case be the same as that in which meals are provided), but shall not be deemed to require any owner to provide blankets or bedding. [Shearers' Accommodation Act, 1898.]

(3) *On ships.*

The following rules shall be observed with respect to accommodation on board ships, that is to say:—(1) Every place in any ship occupied by seamen or apprentices, and appropriated to their use, shall have, for every such seaman or apprentice, a space of not less than seventy-two cubic feet, and of not less than twelve superficial feet, measured on the deck or floor of such place. (2) Every such place shall be such as to make the space aforesaid available for the proper accommodation of the men who are to occupy it, shall be securely constructed, properly lighted and ventilated, properly protected from weather and sea, and, as far as practicable, properly shut off and protected from effluvium which may be caused by cargo or bilge-water. [Shipping and Seamen's Act, 1877.]

(4) *In shops.*

Every shopkeeper is hereby required to provide proper sitting accommodation for females employed in his shop.

No shopkeeper shall—(1) Directly or indirectly prohibit or prevent, or make any rule or regulation prohibiting, any female employed in his shop from being seated when not actually and immediately engaged in the course of her employment; (2) require any such female to be so continuously employed in an employment the course of which

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requires her to remain standing as that reasonable intervals are not allowed to her in each day during which she may use the sitting accommodation provided; (3) dismiss from his employment or reduce the wages of any female on the ground that she has made use of such sitting accommodation, unless it be proved that she has used it for an unreasonably long time or an unreasonable number of times on any day.

Shop-assistants shall be entitled to one hour for dinner.

Every shop or business establishment shall be kept in a cleanly state, and free from effluvia arising from any drain, privy, or other nuisance, and shall be ventilated in a practical and efficient manner. Where members of both sexes are working in the same shop or business establishment there shall be sufficient water-closet or privy accommodation for each sex, separated in such manner as to insure privacy, to the satisfaction of the inspector. [Shops and Shop-assistants Act, 1894.]

(5) *In factories.*

In every factory in which work is carried on by more than three persons upon a floor situate above the ground floor, efficient fire-escapes shall be provided for every workroom situate on any such first-mentioned floor.

Every door, whether internal or external, shall be hung so as to open outwards.

The factory shall be kept in a cleanly state, and free from any smell or leakage arising from any drain, privy, or any other nuisance.

Sufficient privy accommodation shall be provided for all persons employed in the factory, and where members of both sexes are employed, not being members of the same family, the accommodation shall be entirely separate for each sex, so as to insure privacy.

A woman or boy shall not be employed in any factory in which wet spinning is carried on, unless full and satisfactory provision is made to protect each of them from being wetted, and, where hot water is used, to prevent the escape of steam into any room in which any of them are employed.

A woman or boy shall not be permitted to take any meal in any room in which any handicraft or manufacturing process is being or within the previous two hours has been carried on, or any person is or during the previous two hours has been engaged in work.

A woman or boy who under this act is entitled to an interval for meals shall not be permitted to do any work or to remain in any workroom during such interval.

In every case where the number of women and boys employed in the factory exceeds four the occupier shall provide a fit and proper room in which they may take their meals.

In every case where, in a factory, any * * * noxious handicraft, process, or employment is carried on no person employed in the factory shall be permitted to take any meal in any room or place in which such noxious handicraft, process, or employment is being or during any previous part of the day has been carried on. [Factories Act, 1901.]

5.—SWEAT-SHOP LAW.

For the better suppression of what is commonly known as the "sweating evil," the following provisions shall apply in every case

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where the occupier of a factory lets or gives out work of any description in connection with textile or shoddy material to be done by any person elsewhere than in the factory:—(1) The occupier of the factory shall at all times keep or cause to be kept a record showing with substantial correctness—The full name and address of each such person, and the situation of the place where he does the work; the quantity and description of the work done by each such person; and the nature and amount of the remuneration paid to him therefor. (2) If the work is done elsewhere than in a registered factory, the occupier of the factory by whom the work was let or given out shall cause to be affixed to each garment or other article upon which the work has been done a label in the prescribed form. (3) If the person to whom the work is let or given out as aforesaid—Directly or indirectly sublets the work or any part thereof, whether by way of piecework or otherwise; or does the work or any part thereof otherwise than on his own premises, and by himself or his own work-people to whom he himself pays wages therefor, that person commits an offense, and is liable to a penalty not exceeding £10 [$48.67] for each such offense. [Factories Act, 1901.]

6.—APPRENTICES AND SEAMEN.

(1) *Apprentices.*

Every one who as master or mistress has contracted to provide necessary food, clothing, or lodging for any servant or apprentice under the age of sixteen years is under a legal duty to provide the same, and is criminally responsible for omitting without lawful excuse to perform such duty, if the death of such servant or apprentice is caused, or if his life is endangered, or his health is permanently injured, by such omission.

Every one is liable to three years' imprisonment with hard labor who, without lawful excuse, neglects the duty of a master or mistress to provide necessaries for a servant or apprentice * * * so that the life of any such servant or apprentice is endangered or his health permanently injured by such neglect. [Criminal Code Act, 1893.]

Any master who shall ill-treat or who shall neglect to instruct properly or otherwise discharge his duty towards his apprentice may be summoned to appear before two or more justices, and upon conviction shall be fined by the said justices any sum not exceeding £10 [$48.67]. [Master and Apprentice Act, 1865.]

(2) *Seamen.*

If the master or any other person belonging to any ship wrongfully forces on shore and leaves behind, or otherwise willfully and wrongfully leaves behind in any place, on shore or at sea, in or out of Her Majesty's dominions, any seaman or apprentice belonging to such ship before the completion of the voyage for which such person was engaged, or the return of the ship to the colony, he shall for each such offense be deemed guilty of a misdemeanor.

Any three or more of the crew of any ship may complain to any superintendent of mercantile marine or any chief officer of customs that the provisions or water for the use of the crew are at any time of bad quality, unfit for use, or deficient in quantity; and such officer may thereupon examine the said provisions or water, or cause them

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to be examined; and if on examination such provisions or water are found to be of bad quality and unfit for use, or to be deficient in quantity, the person making such examination shall signify the same in writing to the master of the ship; and, if such master does not thereupon provide other proper provisions or water in lieu of any so signified to be of a bad quality and unfit for use, or does not procure the requisite quantity of any so signified to be insufficient in quantity, or uses any provisions or water which had been so signified as aforesaid to be of a bad quality and unfit for use, he shall in every such case incur a penalty not exceeding £20 [$97.33].

If any seaman or apprentice whilst on board any ship states to the master that he desires to make complaint to a justice of the peace against the master or any of the crew, the said master shall if the ship is then at a place where there is a justice, so soon as the service of the ship will permit, and, if the ship is not then at such a place, so soon after her first arrival at such a place as the service of the ship will permit, allow such seaman or apprentice to go ashore, or send him ashore in proper custody, so that he may be enabled to make such complaint. [Shipping and Seamen's Act, 1877.]

7.—TRADE UNIONS.

(1) *Definition.*

The term "trade union" means any combination, whether temporary or permanent, for regulating the relations between workmen and masters, or between workmen and workmen, or between masters and masters, or for imposing restrictive conditions on the conduct of any trade or business, whether such combination would or would not, if this act had not been passed, have been deemed to have been an unlawful combination by reason of some one or more of its purposes being in restraint of trade. [Trade Union Act, 1878.]

(2) *Legality.*

An agreement or combination by two or more persons to do or procure to be done any act in contemplation or furtherance of a trade dispute between employers and workmen shall not be deemed to be unlawful so as to render such persons liable to criminal prosecution for conspiracy if one act committed by such person would not be unlawful.

No person employed by a local authority, or by any company or contractor upon which or upon whom there is imposed by statute the duty, or which or who have otherwise assumed the duty, of supplying any city, borough, town, or place, or any part thereof, with gas, electric light, or water, shall combine or agree with any other person or persons to leave, without due notice, the employ of such local authority, company, or contractor, if the effect of such combination or agreement may reasonably be expected to be that the inhabitants of such city, borough, town, or place, or part thereof respectively, will be for any time deprived wholly or to a great extent of their supply of gas, electric light, or water. [Conspiracy Law Amendment Act, 1894.]

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(3) *Membership.*

A person under the age of twenty-one, but above the age of fourteen, may be a member of a trade union, unless provision be made in the rules thereof to the contrary, and may, subject to the rules of the trade union, enjoy all the rights of a member except as herein provided, and execute all instruments and give all acquittances necessary to be executed or given under the rules, but shall not be a member of the committee of management, trustee, or treasurer of the trade union. [Trade Union Act 1878 Amendment Act, 1896.]

(4) *Registration.*

Any seven or more members of a trade union may, by subscribing their names to the rules of the union, or otherwise complying with the provisions of this act with respect to registry, register such trade union under this act, provided that if any one of the purposes of such trade union be unlawful such registration shall be void. [Trade Union Act, 1878.]

(5) *Legal powers.*

It shall be lawful for any trade union registered under this act to purchase or take upon lease, in the names of the trustees for the time being of such union, any land not exceeding one acre, and to sell, exchange, mortgage, or let the same; and no purchaser, assignee, mortgagee, or tenant shall be bound to inquire whether the trustees have authority for any sale, exchange, mortgage, or letting, and the receipt of the trustees shall be a discharge for the money arising therefrom.

The trustees of any trade union registered under this act, or any other officer of such trade union who may be authorized so to do by the rules thereof, are hereby empowered to bring or defend, or cause to be brought or defended, any action, suit, prosecution, or complaint, in any court of law or equity, touching or concerning the property, right, or claim to property of the trade union. [Trade Union Act, 1878.]

(6) *Limitation to contracts.*

Nothing in this act shall enable any court to entertain any legal proceeding instituted with the object of directly enforcing or recovering damages for the breach of any of the following agreements, namely:— (1) Any agreement between members of a trade union as such, concerning the conditions on which any members for the time being of such trade union shall or shall not sell their goods, transact business, employ, or be employed: (2) Any agreement for the payment by any person of any subscription or penalty to a trade union: (3) Any agreement for the application of the funds of a trade union—To provide benefits to members; or to furnish contributions to any employer or workman not a member of such trade union, in consideration of such employer or workman acting in conformity with the rules or resolutions of such trade union; or to discharge any fine imposed upon any person by sentence of a court of justice: or (4) Any agreement made between one trade union and another: or (5) Any bond to secure the performance of any of the above-mentioned agreements: But nothing in this section shall be deemed to constitute any of the above-mentioned agreements unlawful. [Trade Union Act, 1878.]

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(7) *Responsibility of officers.*

If any officer, member, or other person being or representing himself to be a member of a trade union registered under this act, or the nominee, executor, administrator, or assignee of a member thereof, or any person whatsoever, by false representation or imposition, obtain possession of any moneys, securities, books, papers, or other effects of such trade union, or, having the same in his possession, willfully withhold or fraudulently misapply the same, or willfully apply any part of the same to purposes other than those expressed or directed in the rules of such trade union, or any part thereof, he shall, upon a complaint made by any person on behalf of such trade union, or by the registrar, be liable on summary conviction to a penalty not exceeding £50 [$243.33] and costs, and to be ordered to deliver up all such property, or to repay all moneys applied improperly, and in default of such delivery or repayment, or of the payment of such penalty and costs aforesaid, to be imprisoned, with or without hard labor, for any time not exceeding six months; but nothing herein contained prevents any such person from being proceeded against by way of indictment, if not previously convicted of the same offense under the provisions of this act. [Trade Union Act, 1878.]

8.—INDUSTRIAL UNIONS AND ASSOCIATIONS.

[These bodies corporate are provided for in the Industrial Conciliation and Arbitration Act as artificial persons to appear as parties to actions under that statute. Recent amendments to the law have given registered trade unions identical powers with industrial unions to become parties to industrial agreements, to be bound by the awards, and to apply for extension of awards, without the necessity of registering again as industrial unions; but they are not allowed without such registration to become parties to disputes or to participate in the selection of members of the boards of conciliation or of the court. Neither are industrial associations electors for either of the above tribunals. Only powers parallel to those of the trade unions are considered in this section. For the law governing industrial unions and associations see the Industrial Conciliation and Arbitration Act, pages 1284 to 1289 of this Bulletin.]

II.—REAL OR PROPERTY RIGHTS OF EMPLOYEES.

[The property rights of employees are measured in money and are conditioned by the terms of their contractual relation with their employer. They fall into two classes, those relating to wages and those relating to pecuniary compensation for injuries received in service.]

1.—WAGE CONTRACT AND RATE OF WAGES.

[The rate of wages is usually determined by individual or collective contract between employers and employees, but in New Zealand it is partially regulated by judicial awards and statutes.]

(1) *Form of contract.*

"Workman" * * * means a railway servant, and any person who, being a laborer, servant in husbandry, journeyman, artificer,

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handicraftsman, miner, or otherwise employed in manual labor, whether under the age of twenty-one years or above that age, has entered into or works under a contract with an employer, whether the contract * * * be express or implied, oral or in writing, and be a contract of service or a contract personally to execute any work or labor. [Employers' Liability Act, 1882.]

(2) Special exception for apprentices.

Before any child shall be bound apprentice under this act an indenture of apprenticeship shall be executed by the person or persons authorized * * * to bind such apprentice of the one part, and by the master to whom such child shall be appointed to be bound apprentice of the other part; and every such indenture so entered into shall be binding on such child on the one part and such master on the other part, and shall contain a covenant on the part and behalf of such master that during the said term of apprenticeship the master shall and will provide such apprentice with sufficient and suitable food, clothing, and bedding, * * * and also that such master shall pay into a savings-bank in the said colony, in the name of such apprentice, the yearly sum of £2 [$9.73] if a male, and 30s. [$7.30] if a female, for each and every year during the last three years of the said apprenticeship, when the term of such apprenticeship shall be for the term of five years, to be paid to him or her with the interest thereof at the expiration of his or her apprenticeship. [Master and Apprentice Act, 1865.]

(3) Special exception for seamen.

The master of every ship, except ships of less than eighty tons registered tonnage exclusively employed in trading between different ports on the coast of the colony, shall enter into an agreement with every seaman whom he carries to sea from any port in the colony as one of his crew in the manner hereinafter mentioned; and every such agreement shall be in the form sanctioned by the minister, and shall be dated at the time of the first signature thereof, and shall be signed by the master before any seaman signs the same, and shall contain the following particulars as terms thereof, that is to say:—(1) The nature, and, as far as practicable, the duration of the intended voyage or engagement, or the maximum period of the voyage or engagement, and the places or parts of the world (if any) to which the voyage or engagement is not to extend: (2) The number and description of the crew, specifying how many are engaged as sailors: (3) The time at which each seaman is to be on board to begin work: (4) The capacity in which each seaman is to serve: (5) The amount of wages which each seaman is to receive: (6) A scale of the provisions which are to be furnished to each seaman: (7) Any regulations as to conduct on board, and as to fines, short allowance of provisions, or other lawful punishments for misconduct, which have been sanctioned by the minister as regulations proper to be adopted, and which the parties agree to adopt. [Shipping and Seamen's Act, 1877.]

(4) Industrial agreements (collective bargains).

[For the law governing industrial agreements see the Industrial Conciliation and Arbitration Act, page 1290 of this Bulletin.]

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(5) Judicial awards.

[For the law governing judicial awards see the Industrial Conciliation and Arbitration Act, section 92, page 1304 of this Bulletin.]

(6) Statutory minimum wage.

In order to prevent persons being employed in factories without reasonable remuneration in money, the following provisions shall apply:—(1) Every person who is employed in any capacity in a factory shall be entitled to receive from the occupier payment for the work at such rate as is agreed on, being in no case less than 5s. [$1.22] per week during the first year of employment for every person under twenty years of age, with an annual increase of not less than 3s. [$0.73] per week during every succeeding year of employment in the same trade until twenty years of age. (2) Such rate of payment shall in every case be irrespective of overtime. [Factories Act Amendment Act, 1902.]

In the employment of every description of skilled or unskilled manual labor for the purposes of any public contract, the contractor shall at all times be deemed to have agreed with his workers to observe such length for the working-day, and to pay such rates of wages or other remuneration for working-days and for overtime respectively, as are generally considered in the locality to be usual and fair for the description of labor to which they relate, such length being at no time greater nor such rates lower than those fixed for the same description of labor by or under any award or order of the court of arbitration existing at the time the contract was entered into, whether the contractor was or was not a party thereto or bound thereby: Provided that nothing in this section or elsewhere in this act contained shall limit or affect the rights of the worker under any agreement with the contractor for the observance of a shorter length or the payment of a higher rate than those referred to in this section. [Public Contracts Act, 1900.]

Whenever the master, or any owner or agent of any ship—(1) engages seamen in the colony, or (2) having engaged them abroad employs them in the colony,—such seamen, whilst so employed, shall be paid and may recover the current rate of wages for the time being ruling in the colony, and in the former case the engagement may be determined in the colony at any time after the ship's arrival at her final port of discharge in the colony, consequent on the completion of a round voyage, by twenty-four hours' previous notice on either side. [Shipping and Seamen's Act Amendment Act, 1896.]

(7) Wages for overtime.

The prescribed number of working-hours [8 hours underground] may from time to time be exceeded, but on every such occasion wages shall be paid for such extended hours at not less than one-fourth as much again as the ordinary rate. [Coal Mines Act Amendment Act, 1901.]

Every person who is employed during such extended hours [a] under this section shall be paid therefor at not less than one-fourth as much

[a] Limited for women and boys to 3 hours a day, 2 consecutive days a week, or an aggregate of 30 days a year over the time prescribed for factories. See pages 1259 and 1260.

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again as the ordinary rate: Provided further that when the ordinary rate is by time, and not by piecework, the overtime rate shall not be less than 6d. [12 cents] per hour for those persons whose ordinary wages do not exceed 10s. [$2.43] a week, and 9d. [18 cents] per hour for all other persons so employed, and shall be paid at the first regular pay-day thereafter. [Factories Act, 1901.]

Where notice [i. e. previous notice that such overtime will be required] is impracticable, the occupier shall, in addition to any payment for overtime, provide every such woman or boy who resides at a further distance than one mile from the factory either with a sufficient meal between the hour at which the factory ordinarily closes and the hour at which the extension is to commence, or with an allowance of not less than 1s. [24 cents], such allowance to be paid on the day on which such extension is to apply not later than the hour at which the factory ordinarily closes. [Factories Act Amendment Act, 1902.]

(8) *Wages for holidays.*

Wages for each whole or half holiday shall in the case of each woman or boy under eighteen years of age be at the same rate as for ordinary working-days, and shall be paid at the first regular pay-day thereafter. [Factories Act, 1901.]

2.—SPECIAL PROVISIONS FOR PROTECTING THE RATE OF WAGES.

(1) *General.*

In every contract hereafter to be made with any workman the wages of such workman shall be made payable in money only, and not otherwise, and, if by agreement, custom, or otherwise a workman is entitled to receive, in anticipation of the regular period of the payment of his wages, an advance as part or on account thereof, it shall not be lawful for the employer to withhold such advance or make any deduction in respect of such advance on account of poundage, discount, or interest, or any similar charge.

No employer shall, directly or indirectly, by himself or his agent, impose as a condition, express or implied, in or for the employment of any workman, any terms as to the place, or the manner in which, or the person with whom any wages or portion of wages paid to the workman are or is to be expended.

The entire amount of the wages earned by or payable to any workman shall be actually paid to such workman in money, and not otherwise, at intervals of not more than one month if demanded. [Truck Act, 1891.]

It shall not be lawful for any employer to directly or indirectly take or receive any money from any worker in his employ, whether by way of deduction from wages or otherwise howsoever, in respect of any policy of insurance against injury by accident. [Wages Protection Act, 1899.]

[There are exceptions to the last provision in certain cases where board and lodging, aid in sickness, or other assistance is given by the employer. Seamen and farm laborers as a class are excluded from its effects.]

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(2) In mines.

Where the amount of wages paid to any of the persons employed in a mine depends on the amount of mineral gotten by them, such person shall be paid according to the weight of the mineral gotten by them.

Nothing herein contained shall preclude the owner, agent, or manager of the mine from agreeing with the persons employed in such mine that deductions shall be made in respect of stones or materials other than mineral contracted to be gotten which shall be sent out of the mine with such mineral, or in respect of any tubs, baskets, or hutches being improperly filled in those cases where they are filled by the getter of the mineral or his drawer, or by the person immediately employed by him, such deductions being determined by the banksman or weigher and check-weigher (if there be one), or, in case of difference, by a third party to be mutually agreed on by the owner, agent, or manager of the mine on the one hand and the person employed in the mine on the other.

The persons who are employed in a mine to which this act applies, and are paid according to the weight of the mineral gotten by them, may, at their own cost, station a person (in this act referred to as a "check-weigher") at the place appointed for the weighing of such mineral, in order to take an account of the weight thereof. [Coal Mines Act, 1891.]

(3) In factories.

No premium in respect of the employment of any person shall be paid to or be received by the occupier, whether such premium is paid by the person employed or by some other person. [Factories Act, 1901.]

(4) In case of seamen.

Where a seaman has agreed with the master of a British ship for payment of his wages in British sterling or any other money, any payment of or on account of his wages if made in other currency than that stated in the agreement shall, notwithstanding anything in the agreement, be made at the rate of exchange for the money stated in the agreement for the time being current at the place where the payment is made. [Shipping and Seamen's Act Amendment Act, 1894.]

The right to wages shall not be dependent on the earning of freight; and every seaman and apprentice who would be entitled to demand and recover any wages if the ship in which he has served had earned freight, shall, subject to all other rules of law and conditions applicable to the case, be entitled to claim and recover the same notwithstanding that freight has not been earned. [Shipping and Seamen's Act, 1877.]

Any agreement with a seaman made under section thirty-nine of the principal act may contain a stipulation for payment to or on behalf of the seaman, conditionally on his going to sea in pursuance of the agreement, of a sum not exceeding the amount of one month's wages payable to the seaman under the agreement.

Save as authorized by this section, any agreement by or on behalf of the employer of a seaman for the payment of money to or on behalf of the seaman conditionally on his going to sea from any port in the colony shall be void, and no money paid in satisfaction or in

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respect of any such agreement shall be deducted from the seaman's wages, and no person shall have any right of action, suit, or set-off against the seaman or his assignee in respect of any money so paid or purporting to have been so paid. [Shipping and Seamen's Act Amendment Act, 1894.]

3.—TIME AND PLACE OF PAYING WAGES.

(1) *General.*

In the absence of an agreement in writing to the contrary, the entire amount of wages earned by or payable to any workman engaged or employed in manual labor shall be paid to such workman at intervals of not more than one week. [Workmen's Wages Act, 1893.]

If any master or other person employing journeymen, workmen, servants, or laborers, shall pay or cause any payment to be made to any such journeymen, workmen, servants, or laborers in or at any licensed premises, or in any house in which liquor shall be sold, he shall for every such offense forfeit and pay any sum not exceeding £10 [$48.67]. [Licensing Act, 1881.]

(2) *In mines.*

No wages or contract-money shall be paid to any person employed in or about any mine to which this act applies at or within any public-house, beer-shop, or place for the sale of any spirits, beer, wine, cider, or other spirituous or fermented liquor, or other house of entertainment, or any office, garden, or place belonging or contiguous thereto or occupied therewith. [Coal Mines Act, 1891.]

(3) *In factories.*

Such payment [of wages] shall be made in full at not more than fortnightly intervals. [Factories Act, 1901.]

(4) *In case of seamen.*

In all cases where vessels are trading in the colony, and where vessels are engaged on time agreement, all wages earned shall be paid monthly, on the first day of the month or within seven days after, or as soon thereafter as the vessel arrives at any port where there is a branch of any bank. [Shipping and Seamen's Act Amendment Act, 1894.]

In the case of foreign-going ships the owner or master of the ship shall pay to each seaman on account, at the time when he lawfully leaves the ship at the end of his engagement, £2 [$9.73], or one-fourth of the balance due to him, whichever is least, and shall pay him the remainder of his wages within two clear days (exclusive of any Sunday or public holiday) after he so leaves the ship. [Shipping and Seamen's Act Amendment Act, 1885.]

4.—WAGES EXEMPT FROM ATTACHMENT.

No order attaching or charging the wages of any workman shall be made by any court, or any judge or magistrate, except * * * if the amount of wages exceeds at the rate of £2 [$9.73] per week, any

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surplus above that sum shall be liable to attachment as before the passing of this act; but the costs or expenses of any such attachment shall not be chargeable against the workman unless by virtue of such attachment the creditor shall recover a sum equal to or greater than the amount of such costs and expenses. [Wages Attachment Act, 1895.]

No wages due or accruing to any seaman or apprentice shall be subject to attachment or arrestment from any court; and every payment of wages to a seaman or apprentice shall be valid in law, notwithstanding any previous sale or assignment of such wages, or of any attachment, encumbrance, or arrestment thereon. [Shipping and Seamen's Act, 1877.]

5.—GENERAL SECURITY FOR WAGES.

[Wages are sometimes made a preferred claim against any property of the employer.]

(1) In case of bankrupts.

After legal costs, assignee's fees, and goods liable to distraint for rent, wages take precedence as follows: (1) All wages or salary of any clerk or servant in respect of services rendered to the bankrupt during the whole or any part of the four months immediately preceding the date of the filing of a debtor's petition, or the filing of a creditor's petition on which an order of adjudication is made not exceeding £100 [$486.65]; (2) all wages of any artisan, laborer, or workman, whether skilled or unskilled, whether payable for time or piece work, in respect of services rendered to the bankrupt during the whole or any part of the four months immediately preceding the filing of a debtor's petition, or the filing of a creditor's petition on which an order of adjudication is made, and not exceeding £50 [$243.33]; (3) any sum ordered by the court to be paid out of the bankrupt's estate to or for the use of an apprentice, under section eighty-three of this act.

Between themselves the debts mentioned in this subsection shall rank equally, and shall be paid in full, unless the property of the bankrupt is insufficient to meet them, in which case they shall abate in equal proportions between themselves.

Any clerk, servant, artisan, laborer, or workman may, in addition to his preferential claim for salary or wages as hereinafter provided, prove and obtain a dividend on any claim he may have for salary and wages beyond that which is hereinafter made a preferential claim. [Bankruptcy Act, 1892.]

(2) In case of companies.

In the distribution of the assets of any company being wound up under "The Companies Act, 1882," or any amendment thereof, there shall be paid, in priority to other debts—(1) All wages or salary of any clerk or servant, in respect of services rendered to the company during four months before the commencement of the winding-up, not exceeding £50 [$243.33]; and (2) all wages of any laborer or workman, in respect of services rendered to the company during two months before the commencement of the winding-up.

The foregoing debts shall rank equally among themselves, and shall

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be paid in full, unless the assets of the company are insufficient to meet them, in which case they shall abate in equal proportions between themselves. [Companies Acts Amendment Act, 1893.]

6.—SPECIFIC SECURITY FOR WAGES.

[Wages are made a preferred claim against a specific sum of money or a piece of property designated by law.]

(1) *Charge against moneys.*

The wages due to workmen employed on any contract, work, or undertaking shall, subject to the employer's rights as mentioned in section fifteen hereof, be a first and paramount charge upon the moneys due to the contractor by the employer under or in respect of the contract, work, or undertaking.

If the employer pay the contractor in advance, then in any proceedings by workmen against the employer under this act the employer shall not be entitled to set off any such payments against the wages due to and claimed by the workmen.

Every assignment, disposition, or charge (legal or equitable) made or given by the contractor to any person whomsoever, other than his workmen for wages due to them, of or upon the moneys due or to become due to him under or in respect of the contract, work, or undertaking shall have no force or effect at law or in equity as against all wages due and to accrue due to the workmen.

All moneys received by the contractor from the employer under or in respect of the contract, work, or undertaking shall not be liable to be attached or charged, except by the workmen as hereafter mentioned, until all wages due or to accrue due to the workmen have been fully paid and satisfied; and the contractor shall apply all such moneys in payment of the wages due and to accrue due to the workmen. [Workmen's Wages Act, 1893.]

(2) *Lien upon lands, buildings, and chattels.*

A contractor, subcontractor, or workman who does or procures to be done any work upon or in connection with any land, or any building or other structure or permanent improvement upon land, or does or procures to be done any work upon or in connection with any chattel, is entitled to a lien upon the whole interest of the employer in that land or chattel.

The lien of a workman * * * does not exceed the amount for the time being payable to him for his work, whether he was employed by the employer or by a contractor or subcontractor.

The lien of a workman in respect of one contract does not exceed thirty days' earnings.

The several liens and charges created by this act shall, as between themselves, have priority in the order following, that is to say:—(1) The liens and charges of workmen for wages; (2) the liens and charges of subcontractors; (3) the liens of contractors.

When land upon which a lien attaches under this act is mortgaged under a mortgage duly registered before the registration of a lien under this act against such land under the contract in respect of which the lien arises, the mortgage shall, unless the mortgagee is a party to

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the contract, have priority over the lien; but, if the mortgagee is a party to the contract, the lien shall have priority. [Contractors' and Workmen's Lien Act, 1892.]

(3) Lien upon mining rights.

Every person who is employed by or under the holder of any mining privilege (other than a business-site or residence-site) to work thereon on wages or on contract shall, by force of this act, have a lien on such mining privilege (and also on any other mining privilege held and worked in connection therewith by the same holder) for wages or contract-moneys owing to him by reason of such employment, and such lien shall extend and operate in manner following, that is to say:—(1) The lien shall extend to three months' wages in the case of a wages-man. (2) Where the lien is in respect of wages owing by a contractor, it shall operate only to the extent of the amount owing under the contract to the contractor by the holder of the mining privilege. (3) As between wages-men and contractors, the lien of a wages-man shall have priority.

A duly registered lien under this act or the corresponding provisions of any former mining act shall have priority over all other then existing or subsequently created encumbrances, liens, or interests whatsoever affecting the mining privilege to which such registered lien relates. [Mining Act, 1898.]

(4) Lien upon ships.

No seaman shall by any agreement, except as by this act provided, forfeit his lien upon the ship, or be deprived of any remedy for the recovery of his wages to which he would otherwise have been entitled; and every stipulation in any agreement inconsistent with any provision of this act, and every stipulation by which any seaman consents to abandon his right to wages in the case of the loss of the ship, or to abandon any right which he may have or obtain in the nature of salvage, shall be wholly inoperative.

In all cases where any court, justices of the peace, or magistrate has or have power to make an order directing payment to be made of any seaman's wages, penalties, or other sums of money, then, if the party so directed to pay the same is the master or owner of a ship, and the same is not paid at the time and in manner prescribed in the order, the court, justices, or magistrate who made the order may, in addition to any other powers they or he may have for the purpose of compelling payment, direct the amount remaining unpaid to be levied by distress or poinding and sale of the said ship and her tackle. [Shipping and Seamen's Act, 1877.]

7.—COMPENSATION FOR INJURIES.

(1) Application.

"Workman" means any person, male or female, whether under or over the age of twenty-one years, who, under contract with an employer, whether made before or after the passing of the said act or this act, contracts personally to do or perform any work or manual labor of any kind, whether technical, skilled, or unskilled, and whether such

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contract be oral or in writing, express or implied. [Employers' Liability Act Amendment Act, 1891.]

"Worker" means any person of any age or either sex who, under contract with an employer, whether made before or after the coming into operation of this act, and whether oral or in writing, expressed or implied, is engaged in any employment to which this act applies, whether by way of manual labor or otherwise, and whether his agreement is one of service or apprenticeship or otherwise, and whether the employment is on land, or on any ship or other vessel (of whatsoever kind and howsoever propelled) in any navigable or other waters within New Zealand or the jurisdiction thereof.

This act shall apply only to employment by the employer on or in or about—(1) Any industrial, commercial, or manufacturing work carried on by or on behalf of the employer as part of his trade or business; or (2) any mining, quarrying, engineering, building, or other hazardous work carried on by or on behalf of the employer, whether as a part of his trade or business or not; or (3) any work carried on by or on behalf of the Crown or any local authority as the employer, if the work would, in the case of a private employer, be an employment to which this act applies. [Workers' Compensation for Accidents Act, 1900.]

From and after the commencement of this act the principal act shall apply to the employment of workers in agriculture. [Workers' Compensation for Accidents Act Amendment Act, 1902.]

(2) *Conditions establishing right to compensation.*

Where, after the commencement of this act, personal injury is caused to a workman—(1) By reason of any defect in the condition of the ways, works, machinery, or plant connected with or used in the business of the employer; or (2) by reason of the negligence of any person in the service of the employer who has any superintendence intrusted to him, whilst in the exercise of that superintendence; or (3) by reason of the negligence of any person in the service of the employer to whose orders or directions the workman at the time of the injury was bound to conform, where such injury resulted from his having so conformed; or (4) by reason of the act or omission of any person in the service of the employer done or made in obedience to the rules or by-laws of the employers, or in obedience to particular instructions given by any person delegated with the authority of the employer in that behalf; or (5) by reason of the negligence of any person in the service of the employer who has the charge or control of any signal, point, locomotive engine, or train upon a railway. [Employers' Liability Act, 1882.]

If in any employment to which this act applies personal injury by accident arising out of and in the course of the employment is caused to a worker, his employer shall, subject as hereinafter mentioned, be liable to pay compensation. [Workers' Compensation for Accidents Act, 1900.]

The employer shall not be liable under this act in respect of any injury which does not disable the worker for a period of at least one week from earning full wages at the work at which he was employed, nor in respect of an injury which is proved to be directly attributable to the serious and willful misconduct of the worker. [Workers' Compensation for Accidents Act Amendment Act, 1902.]

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(3) Amount of compensation.

The amount of compensation recoverable under this act shall not exceed £500 [$2,433] in respect of any one cause of action. [Employers' Liability Act Amendment Act, 1891.]

The compensation to which a worker is entitled under the principal act in respect of his total or partial incapacity shall be a weekly payment not exceeding fifty per centum of his average weekly earnings, calculated on the period during which he was at work during the previous twelve months, if he has been so long in the employment of the same employer; but if not, then for such less period during which he has been in the employment of the same employer.

Such payment shall be made during the incapacity of the worker, but shall not exceed £2 [$9.73] per week, and the total liability of the employer in respect of such compensation shall not exceed £300 [$1,460]. [Workers' Compensation for Accidents Act Amendment Act, 1902.]

Where death results from the injury, if the worker leaves any dependants wholly dependent upon his earnings at the time of his death, the compensation shall be a sum equal to his earnings in the employment of the same employer during the three years next preceding the injury, or the sum of £200 [$973], whichever of those sums is the larger, but not exceeding in any case £400 [$1,947]: Provided that the amount of any weekly payments made under this act shall be deducted from such sum, and if the period of the worker's employment has been less than the said three years, then the amount of his earnings during the said three years shall be deemed to be 156 times his average weekly earnings during the period of his actual employment. [Workers' Compensation for Accidents Act, 1900.]

(4) General security for compensation.

Where any employer becomes liable, either under this act or independently of this act, to pay compensation or damages in respect of any accident, and is entitled to any sum from insurers in respect of the amount due to a worker under such liability, then, in the event of the employer becoming bankrupt or making a composition or arrangement with his creditors, or, if the employer is a company, of the company being wound up, such worker shall, by force of this act, have a first charge upon the sum aforesaid for the amount so due. [Workers' Compensation for Accidents Act, 1900.]

(5) Special security for compensation.

Where the accident in respect whereof the claim arises occurred in the course of his employment in or about a mine, factory, building, or vessel:—At and from the time when the accident occurred, the amount of compensation or damages to which he may become entitled, whether under this act or independently of this act, shall, by force of this act, and notwithstanding that such amount is unadjusted or unascertained, be deemed to be a charge in his favor on his employer's estate or interest in such mine, factory, building, or vessel, and the plant, machinery, tackle, and appliances in or about the same; and also in the land whereon such mine, factory, or building is situate, or whereto it appertains.

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Every such charge shall have priority over all existing or subsequent charges or encumbrances howsoever created. [Workers' Compensation for Accidents Act, 1900.]

III.—PROCEDURE AND PENALTIES.

1.—PROCEDURE BEFORE ORDINARY COURTS.

(1) *Summary procedure to enforce liens and recover penalties.*

Claims under this act may be enforced, and questions and disputes between persons claiming a lien or charge under this act and any other person or persons liable, or alleged to be liable, to pay any amount claimed, or otherwise interested in any property or money which may be affected by a lien or charge, or claim of lien or charge, and also between persons or classes of persons claiming a lien or charge, may be settled upon application in a summary manner to any court having jurisdiction in the matter as declared by this act. [Contractors' and Workmen's Lien Act, 1892.]

All penalties under this act may be recovered in a summary way before a resident magistrate or two or more justices of the peace, in accordance with "The Justices of the Peace Act, 1882." [Truck Act, 1891.]

All penalties imposed by this act may be recovered summarily before two or more justices of the peace under "The Justices of the Peace Act, 1882," at the suit of the inspector or at the suit of any other officer authorized in that behalf by the minister. [Coal Mines Act, 1891.]

Where any person is charged with an offense against this act, such charge shall be heard and all penalties imposed by this act shall be recovered in a summary way before a stipendiary magistrate. [Shops and Shop-assistants Act, 1894.]

All offenses and penalties under this act may be prosecuted and recovered in a summary way, in the manner directed by "The Justices of the Peace Act, 1886," or any acts amending the same. [Trade Union Act, 1878.]

All proceedings in respect of offenses against this act shall be taken in a summary way on the information or complaint of an inspector, and shall be heard before a stipendiary magistrate alone. [Factories Act, 1901.]

(2) *Procedure not void for want of form.*

A conviction or order made in any matter arising under this act, either originally or on appeal, shall not be quashed for want of form. [Shops and Shop-assistants Act, 1894.]

A notice under this section shall not be deemed invalid by reason of any defect or inaccuracy therein, unless the magistrate or judge who tries the action arising from the injury mentioned in the notice shall be of opinion that the defendant in the action is prejudiced in his defense by such defect or inaccuracy, and that the defect of inaccuracy was for the purpose of misleading. [Employers' Liability Act, 1882.]

In any information or complaint under this act it is sufficient to describe the offense in the words of this act, and no exemption, proviso, excuse, or qualification accompanying the description of the offense in this act need be specified or negatived. [Trade Union Act, 1878.]

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(3) Preference to lower courts.

Every action for the recovery of compensation under this act shall be brought in any court of competent jurisdiction, but may, with the consent of both parties, be brought in a resident magistrate's court, notwithstanding the amount claimed may be beyond his ordinary jurisdiction; and such magistrate is hereby empowered to hear and determine any such case. [Employers' Liability Act, 1882.]

Notwithstanding anything to the contrary in any act contained, there shall be no right of appeal to the supreme or any other court from the order or determination of any stipendiary magistrate made under this act. [Shearers' Accommodation Act, 1898.]

2.—CONCILIATION AND ARBITRATION.

[For the law governing this subject see the Industrial Conciliation and Arbitration Act, pages 1282 to 1311 of this Bulletin. In addition to the provisions of this act regulating procedure before the arbitration court are the following from the Workers' Compensation for Accidents Act, 1900, and the amendment act of 1903.]

If in any proceedings under this act any question arises as to the liability to pay compensation under this act, or as to the amount or duration of compensation under this act, or as to whether the employment is one to which this act applies, the question, if not settled by agreement, shall, subject to the provisions of the second schedule to this act, be settled as an industrial dispute by the arbitration court under the Industrial Arbitration Act. [Workers' Compensation for Accidents Act, 1900.]

Notwithstanding anything in the principal act, all proceedings under that act shall, where the claim for compensation does not exceed £200 [$973], be heard and determined by a stipendiary magistrate, whose decision shall, subject to the next succeeding subsection, be final.

Either party to the proceedings may—where the claim does not exceed £50 [$243.33], with the leave of the magistrate; or where the claim exceeds £50 [$243.33], without such leave—appeal from the decision of the magistrate on any point of law.

Such appeal shall be made to the court of arbitration in the manner provided by "The Magistrates' Courts Act, 1893," in cases of appeal to the supreme court on point of law, and the provisions of that act relating to such appeals shall, mutatis mutandis, apply to appeals under this section. [Workers' Compensation for Accidents Amendment Act, 1903.]

3.—GENERAL PENALTIES.

(1) Fines.

Where any woman, or person under the age of eighteen years, is employed in or about any shop contrary to the provisions of this act, the shopkeeper shall be liable to a penalty not exceeding £2 [$9.73] for each person so employed. [Shops and Shop-assistants Act, 1894.]

A trade union which fails to give any notice or send any document which it is required by this act to give or send, and every officer or other person bound by the rules thereof to give or send the same, or, if there be no such officer, then every member of the committee of

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management of the union, unless proved to have been ignorant of or to have attempted to prevent the omission to give or send the same, is liable to a penalty of not less than £1 [$4.87] and not more than £5 [$24.33], recoverable at the suit of the registrar or of any person aggrieved, and to an additional penalty of the like amount for each week during which the omission continues. [Trade Union Act, 1878.]

Every person who commits any breach of any provision of the principal act, for which no specific penalty is provided by that act, is liable to a penalty not exceeding £5 [$24.33]. [Shops and Shop-assistants Act Amendment Act, 1895.]

If any person, being a license-holder, fails or neglects to comply with any of the provisions of this act, or, being a license-holder or not, commits a breach of any of the provisions of this act, he is liable to a penalty not exceeding £5 [$24.33]. [Servants' Registry Offices Act, 1895.]

If any workman is employed in breach of this act, the person or company employing him, and also, where the employer is a company, the mine-manager and every director thereof, are severally liable to a penalty not exceeding £5 [$24.33]. [Sunday Labor in Mines Prevention Act, 1897.]

Every person who willfully violates or neglects any provision of this act, or any general or special rule established hereby or hereunder, for the violation or neglect of which no penalty is hereby expressly imposed, shall for every such offense be liable to a penalty not exceeding £10 [$48.67]. [Coal Mines Act, 1891.]

Every person who commits any offense against this act for which no specific penalty is elsewhere provided is liable to a penalty not exceeding £10 [$48.67] for each such offense, and if the offense is a continuing one, then to a further penalty not exceeding £5 [$24.33] for each day on which the offense is continued after the first day. [Factories Act, 1901.]

For the purpose of carrying out the provisions of this act, every inspector shall have the right of ingress and egress to and from every shearing-shed; and any person obstructing any inspector in the exercise of his duty, or refusing him ingress or egress, shall be liable to a penalty of not exceeding £20 [$97.33].

Any employer who shall fail to comply with any such order [of an inspector in regard to shearers' quarters not complying with the law] within such time as shall be thereby appointed shall be liable to a penalty of not exceeding £25 [$121.66], and to a further penalty of not exceeding £2 [$9.73] per day for every day during which such default shall continue. [Shearers' Accommodation Act, 1898.]

If the employer of any workman shall, by himself or the agency of another person or persons, directly or indirectly enter into any contract or make any payment hereby declared to be illegal and void wholly or in part, or if the employer or his agent contravenes or fails to comply with any of the foregoing provisions of this act, such employer or agent, as the case may be, shall be deemed guilty of an offense, and be liable to the following penalties: For the first offense, a penalty not exceeding £10 [$48.67]; for the second offense, a penalty not exceeding £25 [$121.66]; and for a third or any subsequent offense, a penalty not exceeding £50 [$243.33]. [Truck Act, 1891.]

Every contractor who sublets any part of the work to be done by him under any contract shall immediately upon entering into any sub-

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contract give written notice to the employer, stating the name of the subcontractor, the work to be done by him, the amount of the subcontract, and the mode of payment.

If any contractor shall fail to comply with this provision, he shall be liable to a penalty not exceeding £50 [$243.33], to be recovered in a summary way under "The Justices of the Peace Act, 1882." [Contractors' and Workmen's Lien Act, 1892.]

[For the provisions of the Industrial Conciliation and Arbitration Act imposing fines see sections 100 (2), 103, and 104 of the act, pages 1307 and 1308 of this Bulletin.]

(2) *Fine or imprisonment.*

Every person who shall combine or agree in a manner forbidden by this section [to strike without previous notice against an employer supplying gas, electric light, or water to a community] shall be liable to a penalty not exceeding £10 [$48.67], or to be imprisoned for a term not exceeding one month with or without hard labor. [Conspiracy Law Amendment Act, 1894.]

If the employer or contractor shall, by himself or the agency of any other person or persons, contravene, or, without good reason, fail to comply with any of the provisions of this act, such employer, contractor, or agent shall be deemed guilty of an offense under this act, and be liable to a penalty not exceeding £50 [$243.33], or, in default of payment thereof, to imprisonment, with or without hard labor, for a period not exceeding three months. [Workmen's Wages Act, 1893.]

(3) *Misdemeanor.*

If any person with intent to mislead or defraud gives to any member of a trade union registered under this act, or to any person intending or applying to become a member of such trade union, a copy of any rules or of any alterations or amendments of the same other than those respectively which exist for the time being, on the pretense that the same are the existing rules of such trade union, or that there are no other rules of such trade union, or if any person with the intent aforesaid gives a copy of any rules to any person on the pretense that such rules are the rules of a trade union registered under this act which is not so registered, every person so offending shall be deemed guilty of a misdemeanor. [Trade Union Act, 1878.]

(4) *Punishment of apprentices.*

Any two justices of the peace, upon application or complaint made on oath by any master against any apprentice concerning any breach of duty, disobedience, or ill-behavior in his service, shall hear, examine, and determine the same in a summary way, and may, if they think fit, punish the offender by commitment to solitary confinement in any jail for any time not exceeding three days: Provided always that such punishment shall in no case be inflicted upon any apprentice under fourteen years of age, or upon any female apprentice. [Master and Apprentice Act, 1865.]

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THE INDUSTRIAL CONCILIATION AND ARBITRATION ACT OF NEW ZEALAND.

The Bureau is in receipt from time to time of many inquiries in regard to the Industrial Conciliation and Arbitration Act of New Zealand, better known in this country as the "Compulsory arbitration law." Owing to these numerous inquiries and requests for copies of the law, and to the fact that the law as printed in Bulletin No. 33 of this Bureau has since been twice changed, first by the act of October 20, 1900, which consolidated all the previous acts and reenacted them with amendments, and later by the amendment act of November 7, 1901, it has seemed best to reproduce here the acts now in force, in order that they may be accessible to those desiring to be informed in regard to the details of the New Zealand law on this subject.

The original act was The Industrial Conciliation and Arbitration Act of August 31, 1894. This act was successively amended by the acts of October 18, 1895, October 17, 1896, and November 5, 1898. It was the law as it stood after the amendment act of 1898 that was published in Bulletin No. 33.

A copy of the act as it now stands is given below. It has been thought preferable to reproduce the act of 1900, now called the "principal act," incorporating in it all the changes provided for by the amendment act, rather than to print the two acts separately and thus leave to the reader the task of determining the present status of the provisions. All changes in the principal act which are due to the amendment act of 1901 are carefully indicated by footnotes.

1. The short title of this act is "The Industrial Conciliation and Arbitration Act, 1900."

(1) PRELIMINARY.

Interpretation.

2. In this act, if not inconsistent with the context—"Board" means a board of conciliation for an industrial district constituted under this act:

"Court" means the court of arbitration constituted under this act:

"Employer" includes persons, firms, companies, and corporations employing one or more workers:

"Industrial dispute" means any dispute arising between one or more employers or industrial unions or associations of employers and one or more industrial unions or associations of workers in relation to industrial matters:

"Industrial matters" means all matters affecting or relating to work

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done or to be done by workers, or the privileges, rights, and duties of employers or workers in any industry, not involving questions which are or may be the subject of proceedings for an indictable offense; and, without limiting the general nature of the above definition, includes all matters relating to—

(a) The wages, allowances, or remuneration of workers employed in any industry, or the prices paid or to be paid therein in respect of such employment;

(b) The hours of employment, sex, age, qualification, or status of workers, and the mode, terms, and conditions of employment;

(c) The employment of children or young persons, or of any person or persons or class of persons, in any industry, or the dismissal of or refusal to employ any particular person or persons or class of persons therein;

(d) The claim of members of an industrial union of employers to preference of service from unemployed members of an industrial union of workers;

(e) The claim of members of industrial unions of workers to be employed in preference to nonmembers;

(f) Any established custom or usage of any industry, either generally or in the particular district affected:

"Industrial association" means an industrial association registered under this act:

"Industrial union" means an industrial union registered under this act:

"Industry" means any business, trade, manufacture, undertaking, calling, or employment in which workers are employed:

"Officer" means president, vice-president, treasurer, or secretary:

"Prescribed" means prescribed by regulations under this act:

"Registrar" means the registrar of industrial unions under this act:

"Supreme court office" means the office of the supreme court in the industrial district wherein any matter arises to which such expression relates; and, where there are two such offices in any such district, it means the office which is nearest to the place or locality wherein any such matter arises:

"Trade union" means any trade union registered under "The Trade Union Act, 1878," whether registered under that act before the passing of the principal act or not.[a]

"Worker" means any person of any age, of either sex, employed by any employer to do any skilled or unskilled manual or clerical work for hire or reward.[b]

Administration.

3. The minister for labor shall have the general administration of this act.

4. The registrar shall be the person who for the time being holds the office of secretary for labor, or such other person as the governor from time to time appoints to be registrar.

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[a] This paragraph was added by the amendment act of 1901.

[b] The words "in any industry," which were in the principal act, were stricken out by the amendment act of 1901.

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(2) REGISTRATION.

Industrial unions.

5. Subject to the provisions of this act, any society consisting of not less than two persons in the case of employers, or seven in the case of workers, lawfully associated for the purpose of protecting or furthering the interests of employers or workers in or in connection with any specified industry or industries in the colony, may be registered as an industrial union under this act on compliance with the following provisions:

(1) An application for registration shall be made to the registrar in writing, stating the name of the proposed industrial union, and signed by two or more officers of the society.

(2) Such application shall be accompanied by (*a*) a list of the members and officers of the society, (*b*) two copies of the rules of the society, (*c*) a copy of a resolution passed by a majority of the members present at a general meeting of the society, specially called in accordance with the rules for that purpose only, and desiring registration as an industrial union of employers, or, as the case may be, of workers.

(3) Such rules shall specify the purposes for which the society is formed, and shall provide for—

(a) The appointment of a committee of management, a chairman, secretary, and any other necessary officers, and, if thought fit, of a trustee or trustees:

(b) The power, duties, and removal of the committee, and of any chairman, secretary, or other officer or trustee, and the mode of supplying vacancies:

(c) The manner of calling general or special meetings, the quorum thereat, the powers thereof, and the manner of voting thereat:

(d) The mode in which industrial agreements and any other instruments shall be made and executed on behalf of the society, and in what manner the society shall be represented in any proceedings before a board or the court:

(e) The custody and use of the seal, including power to alter or renew the same:

(f) The control of the property, the investment of the funds, and an annual or other shorter periodical audit of the accounts:

(g) The inspection of the books and the names of the members by every person having an interest in the funds:

(h) A register of members, and the mode in which and the terms on which persons shall become or cease to be members, and so that no member shall discontinue his membership without giving at least three months' previous written notice to the secretary of intention so to do, nor until such member has paid all fees, fines, levies, or other dues payable by him under the rules, except pursuant to a clearance card duly issued in accordance with the rules:

(i) The purging of the rolls by striking off any members in arrears of dues for twelve months; but this is not to free such discharged person from arrears due:

(j) The conduct of the business of the society at some convenient address to be specified, and to be called "the registered office of the society:"

(k) The amendment, repeal, or alteration of the rules, but so that

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the foregoing requisites of this subsection shall always be provided for:

(l) Any other matter not contrary to law.

[4.] Where a company registered out of New Zealand is carrying on business in New Zealand through an agent acting under a power of attorney, such company may be registered as an industrial union of employers, and in such case the provisions of this section shall be deemed to be complied with if the application to register is made under the hand of the agent for the company, and is accompanied by—

(1) Satisfactory evidence of the registration or incorporation of the company;

(2) Two copies of its articles of association or rules;

(3) The situation of its registered office in New Zealand;

(4) A copy of the power of attorney under which such agent is acting; and

(5) A statutory declaration that such power of attorney has not been altered or revoked.([a])

6. (1) On being satisfied that the society is qualified to register under this act, and that the provisions of the last preceding section hereof have been complied with, the registrar shall, without fee, register the society as an industrial union, pursuant to the application, and shall issue a certificate of registration, which, unless proved to have been cancelled, shall be conclusive evidence of the fact of such registration, and of the validity thereof.

(2) The registrar shall at the same time record the rules, and also the situation of the registered office.

7. (1) Every society registered as an industrial union shall, as from the date of registration, but solely for the purposes of this act, become a body corporate by the registered name, having perpetual succession and a common seal, until the registration is canceled as hereinafter provided.

(2) There shall be inserted in the registered name of every industrial union the word "employers" or "workers," according as such union is a union of employers or workers, and also (except in the case of an incorporated company) the name of the industry in connection with which it is formed, and the locality in which the majority of its members reside or exercise their calling, as thus: "The [Christchurch Grocers'] Industrial Union of Employers;" "The [Wellington Tram-drivers'] Industrial Union of Workers."

8. With respect to trade unions registered under "The Trade Union Act, 1878," the following special provisions shall apply, anything hereinbefore contained to the contrary notwithstanding:

(1) Any such trade union may be registered under this act by the same name (with the insertion of such additional words as aforesaid).

(2) For the purposes of this act every branch of a trade union shall be considered a distinct union, and may be separately registered as an industrial union under this act.

(3) For the purposes of this act the rules for the time being of the trade union, with such addition or modification as may be necessary to give effect to this act, shall, when recorded by the registrar, be deemed to be the rules of the industrial union.

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[a] This section, numbered [4], was added by the amendment act of 1901.

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9. With respect to the registration of societies of employers the following special provisions shall apply:

(1) In any case where a copartnership firm is a member of the society, each individual partner residing in the colony shall be deemed to be a member, and the name of each such partner (as well as that of the firm) shall be set out in the list of members accordingly, as thus: "Watson, Brown, and Company, of Wellington, boot manufacturers; the firm consisting of four partners, of whom the following reside in New Zealand, that is to say, John Watson, of Wellington, and Charles Brown, of Christchurch:"

Provided that this subsection shall not apply where the society to be registered is an incorporated company.

(2) Except where its articles or rules expressly forbid the same, any company incorporated under any act may be registered as an industrial union of employers, and in such case the provisions of section five hereof shall be deemed to be sufficiently complied with if the application for registration is made under the seal of the company, and pursuant to a resolution of the board of directors, and is accompanied by—

(a) A copy of such resolution;

(b) Satisfactory evidence of the registration or incorporation of the company;

(c) Two copies of the articles of association or rules of the company;

(d) A list containing the names of the directors, and of the manager or other principal executive officer of the company;

(e) The situation of the registered office of the company.

(3) In so far as the articles or rules of any such incorporated company are repugnant to this act, they shall, on the registration of the company as an industrial union of employers, be construed as applying exclusively to the company and not to the industrial union.

10. In no case shall an industrial union be registered under a name identical with that by which any other industrial union has been registered under this act, or by which any other trade union has been registered under "The Trade Union Act, 1878," or so nearly resembling any such name as to be likely to deceive the members or the public.

11. In order to prevent the needless multiplication of industrial unions connected with the same industry in the same locality or industrial district, the following special provisions shall apply:

(1) The registrar may refuse to register an industrial union in any case where he is of opinion that in the same locality or industrial district and connected with the same industry there exists an industrial union to which the members of such industrial union might conveniently belong:

Provided that the registrar shall forthwith notify such registered industrial union that an application for registration has been made.

(2) Such industrial union, if dissatisfied with the registrar's refusal, may in the prescribed manner appeal therefrom to the court, whereupon the court, after making full inquiry, shall report to the registrar whether in its opinion his refusal should be insisted on or waived, and the registrar shall be guided accordingly:

Provided that it shall lie on the industrial union to satisfy the court that, owing to distance, diversity of interest, or other substantial reason, it will be more convenient for the members to register separately than to join any existing industrial union.

12. The effect of registration shall be to render the industrial union,

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and all persons who are members thereof at the time of registration, or who after such registration become members thereof, subject to the jurisdiction by this act given to a board and the court respectively, and liable to all the provisions of this act, and all such persons shall be bound by the rules of the industrial union during the continuance of their membership.

13. (1) Copies of all amendments or alterations of the rules of an industrial union shall, after being verified by the secretary or some other officer of the industrial union, be sent to the registrar, who shall record the same upon being satisfied that the same are not in conflict with the requirements of this act.

(2) A printed copy of the rules of the industrial union shall be delivered by the secretary to any person requiring the same on payment of a sum not exceeding one shilling [24 cents].

(3) In all proceedings affecting the industrial union, prima facie evidence of the rules and their validity may be given by the production of what purports to be a copy thereof, certified as a true copy under the seal of the union and the hand of the secretary or any other officer thereof.

14. (1) In addition to its registered office, an industrial union may also have a branch office in any industrial district in which any of its members reside or exercise their calling.

(2) Upon application in that behalf by the union, under its seal and the hand of its chairman or secretary, specifying the situation of the branch office, the registrar shall record the same, and thereupon the branch office shall be deemed to be registered.

(3) The situation of the registered office and of each registered branch office of the industrial union may be changed from time to time by the committee of management, or in such other manner as the rules provide.

(4) Every such change shall be forthwith notified to the registrar by the secretary of the union, and thereupon the change shall be recorded by the registrar.

15. All fees, fines, levies, or dues payable to an industrial union by any member thereof under its rules may, in so far as they are owing for any period of membership subsequent to the registration of the society under this act, be sued for and recovered in the name of the union in any court of competent jurisdiction by the secretary or the treasurer of the union, or by any other person who is authorized in that behalf by the committee of management or by the rules.

16. An industrial union may purchase or take on lease, in the name of the union or of trustees for the union, any house or building, and any land not exceeding five acres, and may sell, mortgage, exchange, or let the same or any part thereof; and no person shall be bound to inquire whether the union or the trustees have authority for such sale, mortgage, exchange, or letting; and the receipt of the union or the trustees shall be a discharge for the money arising therefrom.

17. (1) In the month of January in every year there shall be forwarded to the registrar by every industrial union a list of the members and officers (including trustees) of such union, as at the close of the last preceding month:

Provided that in the case of an incorporated company it shall be sufficient if the list contains the names of the directors and of the manager or other principal executive officer of the company:

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Provided further that an industrial union of workers shall not return as a member any worker whose subscription is twelve months in arrears.

(2) Each such list shall be verified by the statutory declaration of the chairman or secretary of the union.

(3) Such statutory declaration shall be prima facie evidence of the truth of the matters herein set forth.

(4) Every industrial union making default in duly forwarding such list commits an offense against this act, and is liable to a penalty not exceeding two pounds [$9.73] for every week during which such default continues.

(5) Every member of the committee of management of any such union who willfully permits such default commits an offense against this act, and is liable to a penalty not exceeding five shillings [$1.22] for every week during which he willfully permits such default.

(6) Proceedings for the recovery of any such penalty shall be taken in a summary way under "The Justices of the Peace Act, 1882," on the information or complaint of the registrar, and the amount recovered shall be paid into the public account and form part of the consolidated fund:

Provided that before taking the proceedings the registrar shall give at least fourteen days' notice to the offending parties of his intention so to do.

If an industrial union makes default in forwarding to the registrar the returns required by this section, and the registrar has reasonable cause to believe that the union is defunct, he may send by post to the last known officers of the union a letter calling attention to the default, and inquiring whether the union is in existence.[a]

If within two months after sending such letter the registrar does not receive a reply thereto, or receives a reply from any one or more of the officers to the effect that the union has ceased to exist, he may insert in the Gazette, and send to the last known officers of the union, a notice declaring that the registration of the union will, unless cause to the contrary is shown, be cancelled at the expiration of six weeks from the date of such notice.[a]

At the expiration of the time mentioned in the notice the registrar may, unless cause to the contrary is shown, strike the name of the union off the register, and shall publish notice thereof in the Gazette, and thereupon the registration of the union shall be canceled.[a]

(7) It shall be the duty of the registrar to supply to parliament, within thirty days after its meeting in each year, a return showing the number of members in each industrial union registered under the act.

18. Every industrial union may sue or be sued for the purposes of this act by the name by which it is registered; and service of any process, notice, or document of any kind may be effected by delivering the same to the chairman or secretary of such union, or by leaving the same at its registered office (not being a branch office), or by posting the same to such registered office in a duly registered letter addressed to the secretary of the union.

19. Deeds and instruments to be executed by an industrial union for the purposes of this act may be made and executed under the seal of the union and the hands of the chairman and secretary thereof, or in such other manner as the rules of the union prescribe.

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[a] This paragraph was added by the amendment act of 1901.

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20. Any industrial union may at any time apply to the registrar in the prescribed manner for a cancellation of the registration thereof, and thereupon the following provisions shall apply:

(1) The registrar, after giving six weeks' public notice of his intention to do so, may, by notice in the Gazette, cancel such registration:

Provided that in no case shall the registration be canceled during the progress of any conciliation or arbitration proceedings affecting such union until the board or court has given its decision or made its award, nor unless the registrar is satisfied that the cancellation is desired by a majority of the members of the union.

(2) The effect of the cancellation shall be to dissolve the incorporation of the union, but in no case shall the cancellation or dissolution relieve the industrial union, or any member thereof, from the obligation of any industrial agreement, or award or order of the court, nor from any penalty or liability incurred prior to such cancellation.

The registrar may, in any matter arising in or out of the performance of his duties, state a case for the advice and opinion of the court.[a]

Industrial associations.

21. Any council or other body, however designated, representing not less than two industrial unions of the one industry of either employers or workers may be registered as an industrial association of employers or workers under this act.

22. All the provisions of this act relating to industrial unions, their officers and members, shall, mutatis mutandis, extend and apply to an industrial association, its officers and members, and these provisions shall be read and construed accordingly in so far as the same are applicable:

Provided that an industrial association shall not be entitled to nominate or vote for the election of members of a board, or to recommend the appointment of a member of the court.

(3) INDUSTRIAL DISPUTES IN RELATED TRADES.

23. (1) An industrial dispute may relate either to the industry in which the party by whom the dispute is referred for settlement to a board or the court, as hereinafter provided, is engaged or concerned, or to any industry related thereto.

(2) An industry shall be deemed to be related to another where both of them are branches of the same trade, or are so connected that industrial matters relating to the one may affect the other: thus, bricklaying, masonry, carpentering, and painting are related industries, being all branches of the building trade, or being so connected as that the conditions of employment or other industrial matters relating to one of them may affect the others.

(3) The governor may from time to time, by notice in the Gazette, declare any specified industries to be related to one another, and such industries shall be deemed to be related accordingly.

(4) The court shall also in any industrial dispute have jurisdiction to declare industries to be related to one another.

(5) Where an industrial union of workers is party to an industrial dispute, the jurisdiction of the board or court to deal with the dispute

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[a] This paragraph was added by the amendment act of 1901.

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shall not be affected by reason merely that no member of the union is employed by any party to the dispute, or is personally concerned in the dispute.

Where workers engaged upon different trades are employed in any one business of any particular employer, the court may make one award applicable to such business, and embracing, as the court may think fit, the whole or part of the various branches constituting the business of such employer. Before the court shall exercise such power, notice shall be given to the respective industrial unions of workers engaged in any branch of such business.[a]

(4) INDUSTRIAL AGREEMENTS.

24. (1) The parties to industrial agreements under this act shall in every case be trade unions or industrial unions or industrial associations or employers; and any such agreement may provide for any matter or thing affecting any industrial matter, or in relation thereto, or for the prevention or settlement of an industrial dispute.[b]

(2) Every industrial agreement shall be for a term to be specified therein, not exceeding three years from the date of the making thereof, as specified therein, and shall commence as follows: "This industrial agreement, made in pursuance of 'The Industrial Conciliation and Arbitration Act, 1900,' this day of , between ," and then the matters agreed upon shall be set out.

(3) The date of the making of the industrial agreement shall be the date on which it is executed by the party who first executes it; and such date, and the names of all the original parties thereto, shall be truly stated therein.

(4) Notwithstanding the expiry of the term of the industrial agreement, it shall continue in force until superseded by another industrial agreement or by an award of the court, except where, subject to the provisions of subsection two of section twenty, the registration of an industrial union of workers bound by such agreement has been canceled.

25. A duplicate original of every industrial agreement shall, within thirty days after the making thereof, be filed in the office of the clerk of the industrial district where the agreement is made.

26. At any time whilst the industrial agreement is in force any industrial union or industrial association or employer may become party thereto by filing in the office wherein such agreement is filed a notice in the prescribed form, signifying concurrence with such agreement.

27. Every industrial agreement duly made, executed, and filed shall be binding on the parties thereto, and also on every member of any industrial union or industrial association which is party thereto.

28. (1) Every industrial agreement, whether made under this act or under any act repealed by this act, may be varied, renewed, or canceled by any subsequent industrial agreement made by and between all the parties thereto, but so that no party shall be deprived of the benefit thereof by any subsequent industrial agreement to which he is not a party.

(2) Industrial agreements shall be enforceable in manner provided by section ninety-four of this act, and not otherwise.

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[a] This paragraph was added by the amendment act of 1901.

[b] Amended by the amendment act of 1901 by the insertion of "trade unions or" after "shall in every case be."

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(5) CONCILIATION AND ARBITRATION.

Districts and clerks.

29. (1) The governor may from time to time, by notice in the Gazette, constitute and divide New Zealand or any portion thereof into such industrial districts, with such names and boundaries, as he thinks fit.

(2) All industrial districts constituted under any act repealed by this act, and existing at the time of such repeal, shall be deemed to be constituted under this act.

30. If any industrial district is constituted by reference to the limits or boundaries of any other portion of the colony defined or created under any act, then, in case of the alteration of such limits or boundaries, such alteration shall take effect in respect of the district constituted under this act without any further proceeding, unless the governor otherwise determines.

31. (1) In and for every industrial district the governor shall appoint a clerk of awards (elsewhere in this act referred to as "the clerk"), who shall be paid such salary or other remuneration as the governor thinks fit, and shall be subject to the control and direction of the registrar.

(2) Every clerk appointed under any act repealed by this act, and in office at the time of such repeal, shall be deemed to be appointed under this act.

32. The office of clerk may be held either separately or in conjunction with any other office in the public service, and in the latter case the clerk may, if the governor thinks fit, be appointed not by name but by reference to such other office, whereupon the person who for the time being holds such office, or performs its duties, shall by virtue thereof be the clerk.

33. It shall be the duty of the clerk—

(1) To receive, register, and deal with all applications within his district lodged for reference of any industrial dispute to the board or to the court;

(2) To convene the board for the purpose of dealing with any such dispute;

(3) To keep a register in which shall be entered the particulars of all references and settlements of industrial disputes made to and by the board, and of all references, awards, and orders made to and by the court;

(4) To forward from time to time to the registrar copies of or abstracts from the register;

(5) To issue all summonses to witnesses to give evidence before the board or court, and to issue all notices and perform all such other acts in connection with the sittings of the board or court as are prescribed, or as the court, the board, or the registrar directs; and

(6) Generally to do all such things and take all such proceedings as are prescribed by this act or the regulations thereunder, or as the court, the board, or the registrar directs.

Boards of conciliation.

34. In and for every industrial district there shall be established a board of conciliation, which shall have jurisdiction for the settlement

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of any industrial dispute which arises in such district and is referred to the board under the provisions in that behalf hereinafter contained.

35. The board of each industrial district shall consist of such unequal number of persons as the governor determines, being not more than five, of whom—

(1) One (being the chairman) shall be elected by the other members in manner hereinafter provided; and

(2) The other members shall, in manner hereinafter provided, be elected by the respective industrial unions of employers and of workers in the industrial district, such unions voting separately and electing an equal number of such members:

Provided that an industrial union shall not be entitled to vote unless its registered office has been recorded as aforesaid for at least three months next preceding the date fixed for the election.

36. The ordinary term of office of the members of the board shall be three years from the date of the election of the board, or until their successors are elected as hereinafter provided, but they shall be eligible for reelection.

37. Every board established under any act repealed by this act, and existing at the time of such repeal, shall be deemed to be established under this act, and the members thereof who are then in office shall so continue until the expiry of their ordinary term of office under such repealed act, or until their successors are elected under this act, but they shall be eligible for reelection.

38. With respect to the ordinary election of the members of the board (other than the chairman) the following provisions shall apply:

(1) The clerk shall act as returning officer, and shall do all things necessary for the proper conduct of the election.

(2) The first ordinary election shall be held within not less than twenty nor more than thirty days after the constitution of the district in the case of districts hereafter constituted, and before the expiry of the current ordinary term of office in the case of existing boards.

(3) Each subsequent ordinary election shall in every case be held within not less than twenty nor more than thirty days before the expiry of the current ordinary term of office.

(4) The governor may from time to time extend the period within which any election shall be held for such time as he thinks fit, anything hereinbefore contained to the contrary notwithstanding.

(5) The returning officer shall give fourteen days' notice, in one or more newspapers circulating in the district, of the day and place of election.

(6) For the purposes of this election the registrar shall compile and supply to the returning officer a roll setting forth the name of every industrial union entitled to vote, and every such union, but no other, shall be entitled to vote accordingly.

(7) The roll shall be supplied as aforesaid not less than fourteen days before the day fixed for the election, and shall be open for free public inspection at the office of the clerk during office hours, from the day on which it is received by the clerk until the day of the election.

(8) Persons shall be nominated for election in such manner as the rules of the nominating industrial union prescribe, or, if there be no such rule, nominations shall be made in writing under the seal of the union and the hand of its chairman or secretary.

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(9) An industrial union not entitled to vote shall not be entitled to nominate.

(10) Each nomination shall be lodged with the returning officer not later than five o'clock in the afternoon of the fourth day before the day of election, and shall be accompanied by the written consent of the person nominated.

(11) Forms of nomination shall be provided by the returning officer on application to him for that purpose.

(12) The returning officer shall give notice of the names of all persons validly nominated, by affixing a list thereof on the outside of the door of his office during the three days next preceding the day of election.

(13) If it appears that the number of persons validly nominated does not exceed the number to be elected, the returning officer shall at once declare such persons elected.

(14) If the number of persons validly nominated exceeds the number to be elected, then votes shall be taken as hereinafter provided.

(15) The vote of each industrial union entitled to vote shall be signified by voting paper under the seal of the union and the hand of the chairman and secretary.

(16) The voting paper shall be lodged with or transmitted by post or otherwise to the returning officer at his office, so as to reach his office not later than five o'clock in the afternoon of the day of the election; and the returning officer shall record the same in such manner as he thinks fit.

(17) Every voting paper with respect to which the foregoing requirements of this section are not duly complied with shall be deemed to be informal.

(18) Each industrial union shall have as many votes as there are persons to be elected by its division.

(19) Such votes may be cumulative, and the persons, not exceeding the number to be elected, having the highest aggregate number of valid votes in each division shall be deemed elected.

(20) In any case where two or more candidates in the same division have an equal number of valid votes, the returning officer, in order to complete the election, shall give a casting vote.

(21) As soon as possible after the votes of each division of industrial unions have been recorded, the returning officer shall reject all informal votes, and ascertain what persons have been elected as before provided, and shall state the result in writing, and forthwith affix a notice thereof on the door of his office.

(22) If any question or dispute arises touching the right of any industrial union to vote, or the validity of any nomination or vote, or the mode of election or the result thereof, or any matter incidentally arising in or in respect of such election, the same may in the prescribed manner be referred to the returning officer at any time before the gazetting of the notice of the election of the members of the board as hereinafter provided, and the decision of the returning officer shall be final.

(23) Except as aforesaid, no such question or dispute shall be raised or entertained.

(24) In case any election is not completed on the day appointed, the returning officer may adjourn the election, or the completion thereof,

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to the next or any subsequent day, and may then proceed with the election.

(25) The whole of the voting papers used at the election shall be securely kept by the returning officer during the election, and thereafter shall be put in a packet and kept until the gazetting of the notice last aforesaid, when he shall cause the whole of them to be effectually destroyed.

(26) Neither the returning officer nor any person employed by him shall at any time (except in discharge of his duty or in obedience to the process of a court of law) disclose for whom any vote has been tendered, or retain possession of or exhibit any voting paper used at the election, or give to any person any information on any of the matters herein mentioned.

(27) If any person commits any breach of the last preceding subsection hereof he is liable to a penalty not exceeding twenty pounds [$97.33], to be recovered and applied as specified in subsection six of section seventeen hereof.

39. (1) As soon as practicable after the election of the members of the board, other than the chairman, the clerk shall appoint a time and place for the elected members to meet for the purpose of electing a chairman, and shall give to each such member at least three days' written notice of the time and place so appointed.

(2) At such meeting the members shall, by a majority of the votes of the members present, elect some impartial person who is willing to act, not being one of their number, to be chairman of the board.

40. (1) As soon as practicable after the election of the chairman, the clerk shall transmit to the registrar a list of the names of the respective persons elected as members and as chairman of the board, and notice of the names of the members and chairman of the board shall be inserted in the Gazette by the registrar. ([a])

(2) Such notice shall be final and conclusive for all purposes, and the date of gazetting of such notice shall be deemed to be the date of the election of the board.

41. Any member of the board may resign, by letter to the registrar, and the registrar shall thereupon report the matter to the clerk.

42. If the chairman or any member of the board—

(1) Dies; or

(2) Resigns; or

(3) Becomes disqualified from acting under section ninety-seven hereof; or

(4) Is proved to be guilty of inciting any industrial union or employer to commit any breach of an industrial agreement or award; or

(5) Is absent during four consecutive sittings of the board—his office shall thereby become vacant, and the vacancy thereby caused shall be deemed to be a casual vacancy.

43. (1) Every casual vacancy shall be filled by the same electing authority, and, as far as practicable, in the same manner and subject to the same provisions, as in the case of the vacating member.

(2) Upon any casual vacancy being reported to the clerk, he shall take all such proceedings as may be necessary in order that the vacancy may be duly supplied by a fresh election:

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[a] In this paragraph the language after "board, and" is as amended by the amendment act of 1901.

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Provided that the person elected to supply the vacancy shall hold office only for the residue of the term of the vacating member.

44. If any person being a member of one board allows himself to be nominated for election as a member of another board, his nomination shall be void; and if he is so elected his election shall be void.

45. In any case where the registrar is satisfied that for any reason the proper electing authority has failed or neglected to duly elect a chairman or other member of the board, or that his election is void, the governor may by notice in the Gazette appoint a fit person to be such chairman or other member, and, for the purposes of this act, every chairman or other member so appointed shall be deemed to be elected, and shall hold office for the unexpired residue of the ordinary term of office.

46. The presence of the chairman and of not less than one-half in number of the other members of the board, including one of each side, shall be necessary to constitute a quorum at every meeting of the board subsequent to the election of the chairman:

Provided that in the case of the illness or absence of the chairman the other members may elect one of their own number to be chairman during such illness or absence.

47. In all matters coming before the board the decision of the board shall be determined by a majority of the votes of the members present, exclusive of the chairman, except in the case of an equality of such votes, in which case the chairman shall have a casting vote.

48. The board may act notwithstanding any vacancy in its body, and in no case shall any act of the board be questioned on the ground of any informality in the election of a member, or on the ground that the seat of any member is vacant, or that any supposed member is incapable of being a member.

49. In any case where the ordinary term of office expires, or is likely to expire, whilst the board is engaged in the investigation of any industrial dispute, the governor may, by notice in the Gazette, extend such term for any time not exceeding one month, in order to enable the board to dispose of such dispute, but for no other purpose:

Provided that all proceedings for the election of the board's successors shall be taken in like manner in all respects as if such term were not extended, and also that any member of the board whose term is extended shall be eligible for nomination and election to the new board.

Special boards of conciliators.

50. Notwithstanding anything hereinbefore contained, it is hereby declared that in any part of the colony, whether included in a district or not, and whether a board of conciliation has been duly constituted or not, a special board of conciliators shall, on the application of either party to the dispute, and in the prescribed manner, be constituted from time to time to meet any case of industrial dispute.[a]

51. All the provisions of this act relating to a board of conciliation, its constitution, election, jurisdiction, and powers, shall, mutatis mutandis, apply to a special board of conciliators, subject nevertheless to such modifications as are prescribed, and also to the modifications following, that is to say:

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[a] In this paragraph the language after "conciliators" is as amended by the amendment act of 1901.

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(1) The returning officer shall be appointed by the governor.

(2) The members of the special board, who shall be experts in the particular trade under dispute (other than the chairman), shall, in the prescribed manner, be elected in equal numbers by the employers and industrial unions of employees directly interested in the dispute, and by the industrial unions of workers so interested.

(3) All or any of the members of the special board may be members of an existing board of conciliation.

(4) The members of the special board shall in each case vacate their office on the settlement of the dispute.

Functions and procedure of conciliation boards.

52. Any industrial dispute may be referred for settlement to a board by application in that behalf made by any party thereto, and with respect to such application and reference the following provisions shall apply:

(1) The application shall be in the prescribed form, and shall be filed in the office of the clerk for the industrial district wherein the dispute arose.

(2) If the application is made pursuant to an industrial agreement, it shall specify such agreement by reference to its dates and parties, and the date and place of the filing thereof.

(3) The parties to such dispute shall in every case be industrial unions, or industrial associations, or employers:

But the mention of the various kinds of parties shall not be deemed to interfere with any arrangement thereof that may be necessary to insure the industrial dispute being brought in a complete shape before the board; and a party may be withdrawn, or removed, or joined at any time before the final report or recommendation of the board is made, and the board may make any recommendation or give any direction for any such purpose accordingly.

(4) As soon as practicable after the filing of the application, the clerk shall lay the same before the board at a meeting thereof to be convened in the prescribed manner.

(5) An employer, being a party to the reference, may appear in person, or by his agent duly appointed in writing for that purpose, or by counsel or solicitor where allowed as hereinafter provided.

(6) An industrial union or association, being a party to the reference, may appear by its chairman or secretary, or by any number of persons (not exceeding three) appointed in writing by the chairman, or in such other manner as the rules prescribe, or by counsel or solicitor where allowed as hereinafter provided.

(7) Except where hereinafter specially provided, every party appearing by a representative shall be bound by the acts of such representative.

(8) No counsel, barrister,[a] or solicitor, whether acting under a power of attorney or otherwise,[b] shall be allowed to appear or be heard before a board, or any committee thereof, unless all the parties to the reference expressly consent thereto, or unless he is a bona fide employer or worker in the industry to which the dispute relates.[c]

[a] The word "barrister" was added by the amendment act of 1901.

[b] The words "whether acting under a power of attorney or otherwise" were added by the amendment act of 1901.

[c] The words "or unless he is a bona fide employer or worker in the industry to which the dispute relates" were added by the amendment act of 1901.

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53. In every case where an industrial dispute is duly referred to a board for settlement the following provisions shall apply:

(1) The board shall, in such manner as it thinks fit, carefully and expeditiously inquire into the dispute, and all matters affecting the merits thereof and the right settlement thereof.

(2) For the purposes of such inquiry the board shall have all the powers of summoning witnesses, administering oaths, compelling hearing and receiving evidence, and preserving order, which are by this act conferred on the court, save and except the production of books.

(3) In the course of such inquiry the board may make all such suggestions and do all such things as it deems right and proper for inducing the parties to come to a fair and amicable settlement of the dispute, and may adjourn the proceedings for any period the board thinks reasonable, to allow the parties to agree upon some terms of settlement.

(4) The board may also, upon such terms as it thinks fit, refer the dispute to a committee of its members, consisting of an equal number of the representatives of employers and workers, in order that such committee may facilitate and promote an amicable settlement of the dispute.

(5) If a settlement of the dispute is arrived at by the parties it shall set forth in an industrial agreement, which shall be duly executed by all the parties or their attorneys (but not by their representatives), and a duplicate original whereof shall be filed in the office of the clerk within such time as is named by the board in that behalf.

(6) If such industrial agreement is duly executed and filed as aforesaid, the board shall report to the clerk of awards that the dispute has been settled by industrial agreement.

(7) If such industrial agreement is not duly executed and filed as aforesaid, the board shall make such recommendation for the settlement of the dispute, according to the merits and substantial justice of the case, as the board thinks fit.

(8) The board's recommendation shall deal with each item of the dispute, and shall state in plain terms, avoiding as far as possible all technicalities, what, in the board's opinion, should or should not be done by the respective parties concerned.

(9) The board's recommendation shall also state the period during which the proposed settlement should continue in force, being in no case less than six months nor more than three years, and also the date from which it should commence, being not sooner than one month nor later than three months after the date of the recommendation.

(10) The board's report or recommendation shall be in writing under the hand of the chairman, and shall be delivered by him to the clerk within two months after the day on which the application for the reference was filed, or within such extended period, not exceeding one additional month, as the board thinks fit.

(11) Before entering upon the exercise of the functions of their office the members of the board, including the chairman, shall make oath or affirmation before a judge of the supreme court that they will faithfully and impartially perform the duties of their office, and also that except in the discharge of their duties they will not disclose to any person any evidence or other matter brought before the board. In the absence of a judge of the supreme court, the oath or affirmation

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may be taken before a stipendiary magistrate or such other person as the governor from time to time authorizes in that behalf.[a]

54. Upon receipt of the board's report or recommendation the clerk shall (without fee) file the same, and allow all the parties to have free access thereto for the purpose of considering the same and taking copies thereof, and shall, upon application, supply certified copies for a prescribed fee.

55. If all or any of the parties to the reference are willing to accept the board's recommendation, either as a whole or with modifications, they may, at any time before the dispute is referred to the court under the provisions in that behalf hereinafter contained, either execute and file an industrial agreement in settlement of the dispute, or file in the office of the clerk a memorandum of settlement.

56. With respect to such memorandum of settlement the following provisions shall apply:

(1) It shall be in the prescribed form, and shall be executed by all or any of the parties or their attorneys (but not by their representatives).

(2) It shall state whether the board's recommendation is accepted as a whole, or with modifications, and in the latter case the modifications shall be clearly and specifically set forth therein.

(3) Upon the memorandum of settlement being duly executed and filed, the board's recommendation shall, with the modifications (if any) set forth in such memorandum, operate and be enforceable in the same manner in all respects as an industrial agreement duly executed and filed by the parties.

57. At any time before the board's recommendation is filed, all or any of the parties to the reference may by memorandum of consent in the prescribed form, executed by themselves or their attorneys (but not by their representatives), and filed in the office of the clerk, agree to accept the recommendation of the board, and in such case the board's recommendation, when filed, shall operate and be enforceable in the same manner in all respects as an industrial agreement duly executed and filed by the parties.

58. With respect to every industrial dispute which, having been duly referred to the board, is not settled under the provisions for settlement hereinbefore mentioned, the following special provisions shall apply:

(1) At any time within one month after the filing of the board's recommendation, any of the parties may, by application in the prescribed form filed in the office of the clerk, refer such dispute to the court for settlement, and thereupon such dispute shall be deemed to be before the court.

(2) If at the expiration of such month no such application has been duly filed, then on and from the date of such expiration the board's recommendation shall operate and be enforceable in the same manner in all respects as an industrial agreement duly executed and filed by the parties.

Either party to an industrial dispute which has been referred to a board of conciliation may, previous to the hearing of such dispute by the board, file with the clerk an application in writing requiring the dispute to be referred to the court of arbitration, and that court shall

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[a] The last sentence of this paragraph was added by the amendment act of 1901.

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have jurisdiction to settle and determine such dispute in the same manner as if such dispute had been referred to the court under the provisions of section fifty-eight of the principal act.[a]

The board may, in any matter coming before it, state a case for the advice and opinion of the court.[a]

The court of arbitration.

59. There shall be one court of arbitration (hereinafter called "the court") for the whole colony for the settlement of industrial disputes pursuant to this act.

60. The court shall have a seal, which shall be judicially noticed in all courts of judicature, and for all purposes.

61. The court shall consist of three members, who shall be appointed by the governor.

62. (1) Of the three members of the court one shall be appointed on the recommendation of the industrial unions of employers, and one on the recommendation of the industrial unions of workers.

(2) The third member shall be a judge of the supreme court, and shall be president of the court.

(3) In case of the illness or unavoidable absence of the president at any time, the governor shall appoint another judge of the supreme court to act as president during such illness or absence.

63. For the purposes of the appointment of the members of the court (other than the president) the following provisions shall apply:

(1) Each industrial union may, within one month after being requested so to do by the governor, recommend the name of one person to the governor, and from the names so recommended the governor shall select two members, one from the persons recommended by the unions of employers, and one from the persons recommended by the unions of workers, and appoint them to be members of the court.

(2) The recommendation shall in each case be made in the name and under the seal of the union, by the committee of management or other governing authority thereof, however designated.

(3) If either of the divisions of unions fails or neglects to duly make any recommendation within the aforesaid period, the governor shall, as soon thereafter as may be convenient, appoint a fit person to be a member of the court; and such member shall be deemed to be appointed on the recommendation of the said division of unions.

(4) As soon as practicable after a full court has been appointed by the governor the names of the members of the court shall be notified in the Gazette, and such notification shall be final and conclusive for all purposes.

64. Every member of the court shall hold office for three years from the date of the gazetting of his appointment, or until the appointment of his successor, and shall be eligible for reappointment.

65. The court as constituted under any act repealed by this act shall be deemed to be constituted under this act, and the president and other members thereof in office at the commencement of this act shall so continue until the expiry of the term of their appointment, or until the appointment of their successors under this act, and shall be eligible for reappointment under this act.

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[a] This paragraph was added by the amendment act of 1901.

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66. If any member of the court resigns by letter to the governor, or, in the case of the president, if he ceases to be a judge of the supreme court, his office as member or president of the court shall thereby become vacant, and the vacancy shall be deemed to be a casual vacancy.

67. The governor shall remove any member of the court from office who becomes disqualified from acting under section ninety-seven hereof, or is proved to be guilty of inciting any industrial union or employer to commit any breach of an industrial agreement or award, or is absent from four consecutive sittings of the court; and every vacancy thereby caused shall be deemed to be a casual vacancy.

68. Every casual vacancy in the membership of the court shall be supplied in the same manner as in the case of the original appointment; but every person appointed to fill a casual vacancy shall hold office only for the residue of the term of his predecessor.

69. Before entering on the exercise of the functions of their office, the members of the court, other than the president, shall make oath or affirmation before the president that they will faithfully and impartially perform the duties of their office, and also that, except in the discharge of their duties, they will not disclose to any person any evidence or other matter brought before the court.

70. The governor may also from time to time appoint such clerks and other officers of the court as he thinks necessary, and they shall hold office during pleasure, and receive such salary or other remuneration as the governor thinks fit.

Jurisdiction and procedure of the court.

71. The court shall have jurisdiction for the settlement and determination of any industrial dispute referred to it under the provisions of this act.

72. Forthwith after any dispute has been duly referred to the court for settlement under the provisions in that behalf hereinbefore contained, the clerk shall notify the fact to the president.

73. Subject to provisions hereinafter contained as to the joining or striking out of parties, the parties to the proceedings before the court shall be the same as in the proceedings before the board, and the provisions hereinbefore contained as to the appearance of parties before a board shall apply to proceedings before the court.

74. With respect to the sittings of the court the following provisions shall apply:

(1) The sittings of the court shall be held at such time and place as are from time to time fixed by the president.

(2) The sittings may be fixed either for a particular case or generally for all cases then before the court and ripe for hearing, and it shall be the duty of the clerk to give to each member of the court, and also to all parties concerned, at least three clear days' previous notice of the time and place of each sitting.

(3) The court may be adjourned from time to time and from place to place in manner following, that is to say:

(a) By the court or the president at any sitting thereof, or, if the president is absent from such sitting, then by any other member present, or, if no member is present, then by the clerk; and

(b) By the president at any time before the time fixed for the sitting,

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and in such case the court shall notify the members of the court and all parties concerned.

75. Any party to the proceedings before the court may appear personally or by agent, or, with the consent of all the parties, by counsel or solicitor, and may produce before the court such witnesses, books, and documents as such party thinks proper.

76. The court shall in all matters before it have full and exclusive jurisdiction to determine the same in such manner in all respects as in equity and good conscience it thinks fit.

77. With respect to evidence in proceedings before the court the following provisions shall apply:

(1) Formal matters which have been proved or admitted before the board need not be again proved or admitted before the court, but shall be deemed to be proved.

(2) On the application of any of the parties, and on payment of the prescribed fee, the clerk shall issue a summons to any person to appear and give evidence before the court.

(3) The summons shall be in the prescribed form, and may require such person to produce before the court any books, papers, or other documents in his possession, or under his control, in any way relating to the proceedings.

(4) All books, papers, and other documents produced before the court, whether produced voluntarily or pursuant to summons, may be inspected by the court, and also by such of the parties as the court allows; but the information obtained therefrom shall not be made public, and such parts of the documents as, in the opinion of the court, do not relate to the matter at issue may be sealed up.

(5) Every person who is summoned and duly attends as a witness shall be entitled to an allowance for expenses according to the scale for the time being in force with respect to witnesses in civil suits under "The Magistrates' Courts Act, 1893."

(6) If any person who has been duly served with such summons, and to whom at the same time payment or tender has been made of his reasonable traveling expenses according to the aforesaid scale, fails to duly attend or to duly produce any book, paper, or document as required by his summons he commits an offense, and is liable to a penalty not exceeding twenty pounds [$97.33], or to imprisonment for any term not exceeding one month, unless he shows that there was good and sufficient cause for such failure.

(7) For the purpose of obtaining the evidence of witnesses at a distance, the court, or, whilst the court is not sitting, the president, shall have all the powers and functions of a stipendiary magistrate under "The Magistrates' Courts Act, 1893," and the provisions of that act relative to the taking of evidence at a distance shall, mutatis mutandis, apply in like manner as if the court were a magistrate's court.

(8) The court may take evidence on oath, and for that purpose any member or the clerk may administer an oath.

(9) On any indictment for perjury it shall be sufficient to prove that the oath was administered as aforesaid.

(10) The court may accept, admit, and call for such evidence as in equity and good conscience it thinks fit, whether strictly legal evidence or not.

(11) Any party to the proceedings shall be competent and may be compelled to give evidence as a witness.

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(12) The court in its discretion may order that all or any part of its proceedings may be taken down in shorthand.

78. The presence of the president and at least one other member shall be necessary to constitute a sitting of the court.

79. The decision of a majority of the members present at the sitting of the court, or, if the members present are equally divided in opinion, then the decision of the president, shall be the decision of the court.

80. The decision of the court shall in every case be signed by the president, and may be delivered by him, or by any other member of the court, or by the registrar.

81. The court may refer any matters before it to a board for investigation and report, and in such case the award of the court may, if the court thinks fit, be based on the report of the board.

82. The court may at any time dismiss any matter referred to it which it thinks frivolous or trivial, and in such case the award may be limited to an order upon the party bringing the matter before the court for payment of costs of bringing the same.

83. The court in its award may order any party to pay to the other party such costs and expenses (including expenses of witnesses) as it deems reasonable, and may apportion such costs between the parties or any of them as it thinks fit, and may at any time vary or alter any such order in such manner as it thinks reasonable:

Provided that in no case shall costs be allowed on account of agents, solicitors, or counsel.

84. The award of the court on any reference shall be made within one month after the court began to sit for the hearing of the reference, or within such extended time as in special circumstances the court thinks fit.

85. (1) The award shall be signed by the president, and have the seal of the court attached thereto, and shall be deposited in the office of the clerk of the district wherein the reference arose, and be open to inspection without charge during office hours by all persons interested therein.

(2) The clerk shall upon application supply certified copies of the award for a prescribed fee.

86. (1) The award shall be framed in such manner as shall best express the decision of the court, avoiding all technicality where possible, and shall specify—

(a) Each original party to whom the award is binding, being in every case each trade union, industrial union, industrial association, or employer who is party to the proceedings at the time when the award is made; [a]

(b) The industry to which the award applies;

(c) The industrial district to which the award relates, being in every case the industrial district in which the proceedings were commenced;

(d) The currency of the award, being any specified period not exceeding three years from the date of the award:

Provided that, notwithstanding the expiration of the currency of the award, the award shall continue in force until a new award has been duly made, except where, subject to the provisions of subsection two of section twenty, the registration of an industrial union of workers bound by such award has been cancelled.

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[a] The words "trade union" were added to this paragraph by the amendment act of 1901.

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(2) The award shall also state in clear terms what is or is not to be done by each party on whom the award is binding, or by the workers affected by the award, and may provide for an alternative course to be taken by any party:

Provided that in no case shall the court have power to fix any age for the commencement or termination of apprenticeship.

(3) The award, by force of this act, shall extend to and bind as subsequent party thereto every trade union, industrial union, industrial association, or employer who, not being original party thereto, is at any time whilst the award is in force connected with or engaged in the industry to which the award applies within the industrial district to which the award relates.([a])

[11.] Any award in force at the coming into operation of the principal act shall, notwithstanding the expiration of the currency of such award, continue in force and shall have been deemed to have been in force until a new award shall have been made under the principal act, except where, subject to the provisions of subsection two of section twenty of the principal act, the registration of an industrial union of workers bound by such award has been cancelled.([b])

[12.] With respect to any award in force at the coming into operation of the principal act, the court may, upon notice to any trade union, industrial union, industrial association, or employer within the district and engaged in the industry to which the award applies, not an original party thereto, extend such award and its provisions to such trade union, industrial union, industrial association, or employer.([c])

(4) The court may, in any award made by it, limit the operation of such award to any city, town, or district being within or part of any industrial district.([d])

(5) The court shall in such case have power, on the application of any employer, industrial union, or industrial association in any industrial district within which the award shall have effect, to extend the provisions of such award (if such award shall have been limited in its operation as aforesaid) to any person, employer, industrial union, or industrial association within such industrial district.([d])

(6) The court may, if it thinks fit, limit the operation of any award heretofore made under the principal act to any particular town, city, or locality in any industrial district in which such award now has effect.([d])

(7) The limitation or extension referred to in the preceding paragraphs five and six shall be made upon such notice to and application of such parties as the court may in its discretion direct.([d])

87. With respect to every award, whether made before or after the commencement of this act, the following special powers shall be exercisable by the court by order at any time during the currency of the award, that is to say:

(1) Power to amend the provisions of the award for the purpose of remedying any defect therein or of giving fuller effect thereto.

(2) Power to extend the award so as to join and bind as party thereto any specified trade union, industrial union, industrial association, or employer in the colony not then bound thereby or party thereto, but

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[a] The words "trade union" were added to this paragraph by the amendment act of 1901.

[b] This section, numbered [11], was added by the amendment act of 1901.

[c] This section, numbered [12], was added by the amendment act of 1901.

[d] This paragraph was added by the amendment act of 1901.

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connected with or engaged in the same industry as that to which the award applies:[a]

Provided that the court shall not act under this subsection except where the award relates to a trade or manufacture the products of which enter into competition in any market with those manufactured in another industrial district, and a majority of the employers engaged and of the unions of workers concerned in the trade or manufacture are bound by the award:

Provided further that, in case of an objection being lodged to any such award by a union of employers or employees in a district other than that in which the award was made, the court shall sit for the hearing of the said objection in the district from which it comes, and may amend or extend the award as it thinks fit.

(3) The award, by force of this act, shall also extend to and bind every worker who, not being a member of any industrial union on which the award is binding, is at any time whilst it is in force employed by any employer on whom the award is binding; and if any such worker commits any breach of the award he shall be liable to a penalty not exceeding ten pounds [$48.67], to be recovered in like manner as if he were a party to the award.

88. (1) The powers by the last preceding section hereof conferred upon the court may be exercised on the application of any party bound by the award.

(2) At least thirty days' notice of the application shall be served on all other parties, including, in the case of an application under subsection two of that section, every trade union, industrial union, industrial association, or employer to whom it is desired that the award should be extended.[a]

(3) The application may be made by either party to the court direct, without previous reference to the board.

89. In all legal and other proceedings on the award it shall be sufficient to produce the award with the seal of the court thereto, and it shall not be necessary to prove any conditions precedent entitling the court to make the award.

90. Proceedings in the court shall not be impeached or held bad for want of form, nor shall the same be removable to any court by certiorari or otherwise; and no award, order, or proceeding of the court shall be liable to be challenged, appealed against, reviewed, quashed, or called in question by any court of judicature on any account whatsoever.

91. The court in its award, or by order made on the application of any of the parties at any time whilst the award is in force, may fix and determine what shall constitute a breach of the award, and what sum, not exceeding five hundred pounds [$2,433.25], shall be the maximum penalty payable by any party in respect of any breach.

92. The court in its award, or by order made on the application of any of the parties at any time whilst the award is in force, may prescribe a minimum rate of wages or other remuneration, with special provision for a lower rate being fixed in the case of any worker who is unable to earn the prescribed minimum:

Provided that such lower rate shall in every case be fixed by such tribunal, in such manner, and subject to such provisions as are specified in that behalf in the award or order.

93. In every case where the court in its award or other order directs

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[a] The words "trade union" were added to this paragraph by the amendment act of 1901.

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the payment of costs or expenses it shall fix the amount thereof, and specify the parties or persons by and to whom the same shall be paid.

94. For the purpose of enforcing any award or order of the court, whether made before or after the commencement of this act (but not being an order under section ninety-six hereof), the following provisions shall apply:

(1) In so far as the award itself imposed a penalty or costs it shall be deemed to be an order of the court, and payment shall be enforceable accordingly under the subsequent provisions of this section relating to orders of the court.

(2) If any party on whom the award is binding commits any breach thereof by act or default, then, subject to the provisions of the last preceding subsection hereof, the registrar or any party to the award may, by application in the prescribed form, apply to the court for the enforcement of the award.

(3) On the hearing of such application the court may by order either dismiss the application or impose such penalty for the breach of the award as it deems just, and in either case with or without costs:

Provided that in no case shall costs be given against the registrar.

(4) If the order imposes a penalty or costs it shall specify the parties liable to pay the same, and the parties or persons to whom the same are payable:

Provided that the aggregate amount of penalties payable under any award or order of the court shall not exceed five hundred pounds [$2,433.25].

(5) For the purpose of enforcing payment of the penalty and costs payable under any order of the court, a certificate in the prescribed form, under the hand of the clerk and the seal of the court, specifying the amount payable and the respective parties or persons by and to whom the same is payable, may be filed in any court having civil jurisdiction to the extent of such amount, and shall thereupon, according to its tenor, be enforceable in all respects as a final judgment of such court in its civil jurisdiction:

Provided that, for the purpose of enforcing satisfaction of such judgment where there are two or more judgment creditors thereunder, process may be issued separately by each judgment creditor against the property of his judgment debtor in like manner as in the case of a separate and distinct judgment.

(6) All property belonging to the judgment debtor (including therein, in the case of a trade union or an industrial union or industrial association, all property held by trustees for the judgment debtor) shall be available in or towards satisfaction of the judgment debt, and if the judgment debtor is a trade union or an industrial union or an industrial association, and its property is insufficient to fully satisfy the judgment debt, its members shall be liable for the deficiency: [a]

Provided that no member shall be liable for more than ten pounds [$48.67] under this subsection.

(7) For the purpose of giving full effect to the last preceding subsection hereof, the court or the president thereof may, on the application of the judgment creditor, make such order or give such directions as are deemed necessary, and the trustees, the judgment debtor, and all other persons concerned shall obey the same.

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[a] The words "a trade union or" were added to this paragraph by the amendment act of 1901.

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95. For the purpose of enforcing industrial agreements, whether made before or after the commencement of this act, the provisions of subsections two to seven of the last preceding section hereof shall, mutatis mutandis, apply in like manner in all respects as if an industrial agreement were an award of the court, and the court shall accordingly have full and exclusive jurisdiction to deal therewith.

96. The court shall have full and exclusive jurisdiction to deal with all offenses under either subsection six of section seventy-seven, section one hundred, section one hundred and three, section one hundred and four, or section one hundred and eight hereof, and for that purpose the following provisions shall apply:

(1) Proceedings to recover the penalty by this act imposed in respect of any such offense shall be taken in the court in a summary way under the provisions of "The Justices of the Peace Act, 1882", and those provisions shall, mutatis mutandis, apply in like manner as if the court were a court of justices exercising summary jurisdiction under that act:

Provided that in the case of an offense under section one hundred of this act (relating to contempt of court) the court, if it thinks fit so to do, may deal with it forthwith without the necessity of an information being taken or a summons being issued.

(2) For the purpose of enforcing any order of the court made under this section, a duplicate thereof shall by the clerk of awards be filed in the nearest office of the magistrate's court, and shall thereupon, according to its tenor, be enforced in all respects as a final judgment, conviction, or order duly made by a stipendiary magistrate under the summary provisions of "The Justices of the Peace Act, 1882."

(3) The provisions of sections eighty-nine and ninety hereof shall, mutatis mutandis, apply to all proceedings and orders of the court under this section.

(4) All penalties recovered under this section shall be paid into the public account and form part of the consolidated fund.

[16.] Proceedings for the enforcement of any industrial agreement, or award, or order of the court may be taken by the inspector of factories of the district, and in any such case it shall not be necessary for a union or association to pass any resolution or take any ballot authorizing such proceedings. [a]

General provisions as to board and court.

97. The following persons shall be disqualified from being appointed, or elected, or from holding office as chairman or as member of any board, or a member of the court; and if so elected or appointed shall be incapable of continuing to be such member or chairman:

(1) A bankrupt who has not obtained his final order of discharge;

(2) Any person convicted of any crime for which the punishment is imprisonment with hard labor for a term of six months or upwards; or

(3) Any person of unsound mind; or

(4) An alien.

98. An industrial dispute shall not be referred for settlement to a board by an industrial union or association, nor shall any application be made to the court by any such union or association for the enforcement of any industrial agreement or award or order of the court,

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[a] This paragraph, numbered [16], was added by the amendment act of 1901.

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unless and until the proposed reference or application has been approved by the members in manner following, that is to say:

(1) In the case of an industrial union, by resolution passed at a special meeting of the union and confirmed by subsequent ballot of the members, a majority of the votes recorded being in favor thereof; the result of such ballot to be recorded on the minutes; and

(2) In the case of an industrial association, by resolution passed at a special meeting of the members of the governing body of the association, and confirmed at special meetings of a majority of the unions represented by the association.

99. (1) Each such special meeting shall be duly constituted, convened, and held in manner provided by the rules, save that notice of the proposal to be submitted to the meeting shall be posted to all the members, and that the proposal shall be deemed to be carried if, but not unless, a majority of all the members present at the meeting of the industrial union or of the governing body of the industrial association vote in favor of it. [a]

(2) A certificate under the hand of the chairman of any such special meeting shall, until the contrary is shown, be sufficient evidence as to the due constitution and holding of the meeting, the nature of the proposal submitted, and the result of the voting.

100. In every case where an industrial dispute has been referred to the board the following special provisions shall apply:

(1) Until the dispute has been finally disposed of by the board or the court neither the parties to the dispute nor the workers affected by the dispute shall, on account of the dispute, do or be concerned in doing, directly or indirectly, anything in the nature of a strike or lockout or of a suspension or discontinuance of employment or work, but the relationship of employer and employed shall continue uninterrupted by the dispute or anything arising out of the dispute, or anything preliminary to the reference of the dispute, and connected therewith. [b]

(2) If default is made in faithfully observing any of the foregoing provisions of this section, every union, association, employer, worker, or person committing or concerned in committing the default shall be liable to a penalty not exceeding fifty pounds [$243.33].

(3) The dismissal of any worker, or the discontinuance of work by any worker, pending the final disposition of an industrial dispute shall be deemed to be a default under this section, unless the party charged with such default satisfies the court that such dismissal or discontinuance was not on account of the dispute. [c]

101. Whenever an industrial dispute involving technical questions is referred to the board or court the following special provisions shall apply:

(1) At any stage of the proceedings the board or the court may direct that two experts nominated by the parties shall sit as experts.

(2) One of the experts shall be nominated by the party, or, as the case may be, by all the parties, whose interests are with the employers; and one by the party, or, as the case may be, by all the parties, whose interests are with the workers.

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[a] The words "present at the meeting" were added to this paragraph by the amendment act of 1901.

[b] The words "or anything preliminary to the reference of the dispute, and connected therewith," were added to this paragraph by the amendment act of 1901.

[c] This paragraph was added by the amendment act of 1901.

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(3) The experts shall be nominated in such manner as the board or court directs, or as is prescribed by regulations, but shall not be deemed to be members of the board or court for the purpose of disposing of such dispute.

(4) The powers of this section conferred upon the board and the court respectively shall, whilst the board or the court is not sitting, be exercisable by the chairman of the board and the president of the court respectively.

102. (1) In order to enable the board or court the more effectually to dispose of any matter before it according to the substantial merits and equities of the case, it may, at any stage of the proceedings, of its own motion or on the application of any of the parties, and upon such terms as it thinks fit, by order,—

(a) Direct parties to be joined or struck out;

(b) Amend or waive any error or defect in the proceedings;

(c) Extend the time within which anything is to be done by any party; and

(d) Generally give such directions as are deemed necessary or expedient in the premises.

(2) The powers by this section conferred upon the board may, when the board is not sitting, be exercised by the chairman.

(3) The powers by this section conferred upon the court may, when the court is not sitting, be exercised by the president.

103. If in any proceedings before the board or court any person willfully insults any member of the board or court or the clerk, or willfully interrupts the proceedings, or without good cause refuses to give evidence, or is guilty in any other manner of any willful contempt in the face of the board or court, it shall be lawful for any officer of the board or court, or any member of the police force, to take the person offending into custody and remove him from the precincts of the board or court, to be detained in custody until the rising of the board or court, and the person so offending shall be liable to a penalty not exceeding ten pounds [$48.67].

104. If any person prints or publishes anything calculated to obstruct or in any way to interfere with or prejudicially affect any matter before the board or court he shall for every such offense be liable to a penalty not exceeding fifty pounds [$243.33].

105. If, without good cause shown, any party to proceedings before the board or court fails to attend or be represented, the board or court may proceed and act as fully in the matter before it as if such party had duly attended or been represented.

106. (1) Proceedings before the board or court shall not abate by reason of the seat of any member of the board or court being vacant for any cause whatever, or of the death of any party to the proceedings; and, in the latter case, the legal personal representative of the deceased party shall be substituted in his stead.

(2) A recommendation or order of the board, or an award or order of the court, shall not be void or in any way vitiated by reason merely of any informality or error of form, or noncompliance with this act.

107. (1) The proceedings of the board or court shall be conducted in public:

Provided that, at any stage of the proceedings before it, the board or court, of its own motion, or on the application of any of the parties, may direct that the proceedings be conducted in private; and in such case all persons (other than the parties, their representatives, the offi-

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cers of the board or court, and the witnesses under examination) shall withdraw.

(2) The board or court may sit during the day or at night, as it thinks fit.

108. Any board and the court, and, being authorized in writing by the board or court, any member of such board or court, respectively, or any officer of such board or court, or any other person, without any other warrant than this act, at any time between sunrise and sunset,—

(1) May enter upon any manufactory, building, workshop, factory, mine, mine-workings, ship or vessel, shed, place, or premises of any kind whatsoever, wherein or in respect of which any industry is carried on or any work is being or has been done or commenced, or any matter or thing is taking or has taken place, which is made the subject of a reference to such board or court;

(2) May inspect and view any work, material, machinery, appliances, article, matter, or thing whatsoever being in such manufactory, building, workshop, factory, mine, mine-workings, ship or vessel, shed, place, or premises as aforesaid;

(3) May interrogate any person or persons who may be in or upon any such manufactory, building, workshop, factory, mine, mine-workings, ship or vessel, shed, place, or premises as aforesaid in respect of or in relation to any matter or thing hereinbefore mentioned.

And any person who shall hinder or obstruct the board or court, or any member or officer thereof respectively, or other person, in the exercise of any power conferred by this section, or who shall refuse to the board or court, or any member or officer thereof respectively duly authorized as aforesaid, entrance during any such time as aforesaid to any such manufactory, building, workshop, factory, mine, mine-workings, ship or vessel, shed, place, or premises, or shall refuse to answer any question put to him as aforesaid, shall for every such offense be liable to a penalty not exceeding fifty pounds [$243.33].

(6) SPECIAL AS TO GOVERNMENT RAILWAYS.

109. With respect to the government railways open for traffic the following special provisions shall apply, anything elsewhere in this act to the contrary notwithstanding:

(1) The society of railway servants called "The Amalgamated Society of Railway Servants," and now registered under the acts repealed by this act, shall be deemed to be registered under this act.

(2) In the case of the dissolution of the said society, any reconstruction thereof, or any society of government railway servants formed in its stead, may register under this act as an industrial union of workers.

(3) The minister for railways may from time to time enter into industrial agreements with the registered society in like manner in all respects as if the management of the government railways were an industry, and he were the employer of all workers employed therein.

(4) If any industrial dispute arises between the minister and the society it may be referred to the court for settlement as hereinafter provided.

(5) The society may, by petition filed with the clerk and setting forth the particulars of the matters in dispute, pray the court to hear and determine the same.

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(6) Such petition shall be under the seal of the society and the hands of two members of the committee of management.

(7) No such petition shall be filed except pursuant to a resolution of a special meeting of the society duly called for the purpose in accordance with its rules, and with respect to such resolution and the procedure thereon sections ninety-eight and ninety-nine shall apply.

(8) Such petition when duly filed shall be referred to the court by the clerk, and the court, if it considers the dispute sufficiently grave to call for investigation and settlement, shall notify the minister thereof, and appoint a time and place at which the dispute will be investigated and determined, in like manner as in the case of a reference, and the court shall have jurisdiction to hear and determine the same accordingly and to make award thereon.

(9) In making any award under this section the court shall have regard to the schedule to "The Government Railway Department Classification Act, 1896."

(10) In any proceedings before the court under this section the minister may be represented by any officer of the department whom he appoints in that behalf.

(11) All expenses incurred and moneys payable by the minister under this section shall be payable out of moneys to be appropriated by parliament for the purpose.

(12) In no case shall the board have any jurisdiction over the society, nor shall the society or any branch thereof have any right to nominate or vote for the election of any member of the board.

(13) Except for the purposes of this section the court shall have no jurisdiction over the society.

(14) For the purposes of the appointment of members of the court, the society shall be deemed to be an industrial union of workers, and may make recommendations to the governor accordingly.

(7) MISCELLANEOUS.

110. Any notification made or purporting to be made in the Gazette by or under the authority of this act may be given in evidence in all courts of justice, in all legal proceedings, and for any of the purposes of this act, by the production of a copy of the Gazette.

111. (1) Every document bearing the seal of the court shall be received in evidence without further proof, and the signature of the president of the court, or the chairman of the board, or of the registrar, or of the clerk of awards, shall be judicially noticed in or before any court or person or officer acting judicially or under any power or authority contained in this act:

Provided such signature is attached to some award, order, certificate, or other official document made or purporting to be made under this act.

(2) No proof shall be required of the handwriting or official position of any person acting in pursuance of this section.

112. The governor from time to time may make regulations for any of the following purposes:

(1) Prescribing the forms of certificates or other instruments to be issued by the registrar, and of any certificate or other proceeding of any board, or any officer thereof;

(2) Prescribing the duties of clerks of awards, and of all other officers and persons acting in the execution of this act;

(3) Providing for anything necessary to carry out the first or any subsequent election of members of boards, or on any vacancy therein,

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or in the office of chairman of any board, including the forms of any notice, proceeding, or instrument of any kind to be used in or in respect of any such election;

(4) Providing for the mode in which recommendations by industrial unions as to the appointment of members of the court shall be made and authenticated;

(5) Prescribing any act or thing necessary to supplement or render more effectual the provisions of this act as to the conduct of proceedings before a board or the court, or the transfer of such proceedings from one of such bodies to the other;

(6) Providing generally for any other matter or thing necessary to give effect to this act, or to meet any particular case;

(7) Prescribing what fees shall be paid in respect of any proceeding before a board, or the court, and the party by whom such fees shall be paid;

(8) Prescribing what respective fees shall be paid to the members of the court (other than the president) and to the members of the board;

(9) Prescribing what respective traveling expenses shall be payable to the members of the court (including the president) and to the members of the board; and

(10) For any other purpose for which regulations are contemplated or required in order to give full effect to this act.

113. All such regulations shall come into force on the date of the gazetting thereof, and shall be laid before parliament within fourteen days after such gazetting if parliament is then in session, or, if not in session, then within fourteen days after the beginning of the next session.

114. Nothing in this act or the regulations thereunder shall supersede any fees payable by law in respect of proceedings under "The Justices of the Peace Act, 1882," or in any court of judicature.

115. All charges and expenses incurred by the government in connection with the administration of this act shall be defrayed out of such annual appropriations as from time to time are made for that purpose by parliament.

116. No stamp duty shall be payable upon or in respect of any registration, certificate, agreement, award, statutory declaration, or instrument affected, issued, or made under this act:

Provided that nothing in this section contained shall apply to the fees of any court payable by means of stamps.

117. The acts specified in the schedule hereto are hereby repealed: Provided nevertheless as follows:

(1) Every person appointed to any office under such repealed acts, and holding office at the time of the repeal, shall be deemed to have been duly appointed under this act.

(2) Every union or association registered and incorporated under such repealed acts at the time of the repeal shall be deemed to be registered and incorporated under this act.

(3) All registers, records, certificates, awards, industrial agreements, and other official documents existing under such repealed acts at the time of the repeal shall endure and continue for the purposes of this act.

(4) All proceedings pending under such repealed acts at the time of the repeal may be continued and completed under this act.

118. Except as provided by section one hundred and nine hereof, nothing in this act shall apply to the Crown, or to any department of the government of New Zealand.

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AGREEMENTS BETWEEN EMPLOYERS AND EMPLOYEES.

[It is the purpose of this Bureau to publish from time to time important agreements made between large bodies of employers and employees with regard to wages, hours of labor, etc. The Bureau would be pleased to receive copies of such agreements whenever made.]

FORM OF AGREEMENT USED BY THE MASTER BUILDERS' ASSOCIATION OF BOSTON.

This agreement, made the ———, in the year one thousand nine hundred and ———, by and between ———, a voluntary association, having a usual place of business in ———, in the county of ——— and State of ———, party of the first part, and ———, a voluntary association, having a usual place of business in ———, in the county of ——— and State of ———, party of the second part, witnesseth, that for the purpose of establishing a method of peacefully settling all questions of joint concern, and in consideration of the mutual benefit to be derived therefrom, the said ——— and the said ———, parties of the first and second parts, severally and jointly agree that no such question shall be conclusively acted upon by either body independently, but shall be referred for settlement to a joint committee, which committee shall consist of an equal number of representatives from each association, and that the findings of said committee shall be final and binding upon the organizations—parties hereto—and upon their respective members.

The effect of the above agreement is understood to be that in no event shall strikes or lockouts be permitted, but that all questions and differences shall be submitted to the joint committee, work to proceed without stoppage or embarrassment, and that no sympathetic action shall be taken by either of the organizations—parties hereto—or by their members, in support of any action taken by any other organization or the members thereof.

In carrying out this agreement the parties hereto agree that there shall be no discrimination against workmen or employers by the parties hereto or by their members, on account of membership or nonmembership, in any society or organization whatsoever.

The parties hereto also agree that this agreement shall not be annulled by withdrawal of either party or otherwise, except after date of expiration of working rules established under this agreement, notice to be filed by either party so intending with the other party to this agreement at least six months prior to said date, and that no amendment shall be made to this agreement except upon like notice and by concurrent vote.

The joint committee above referred to is hereby created and established, and the following rules adopted for its guidance:

1. This committee shall consist of not less than six members, equally divided between the associations represented. The delegates to the committee shall be elected annually by their respective associations at their regular meetings for the election of officers, the presidents of

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the respective associations being delegates ipso facto. An umpire shall be chosen by the committee at their annual meeting, as the first item of business after organization. This umpire must be neither a workman nor an employer of workmen. He shall not serve unless his presence is made necessary by failure of the committee to agree. In such cases he shall act as presiding officer at all meetings and have the casting vote, as provided in rule 7.

2. The duty of the committee shall be to consider such matters of mutual interest and concern to the employers or to the workmen in this trade, as are comprehended in this agreement or as may be referred to it in due and proper form by either of the parties to this agreement, transmitting its conclusions thereon to each association for its government.

3. An annual meeting of the committee shall be held during the month of November, at which meeting the special business shall be the determination of "working rules" to guide and govern employers and workmen in this trade for the ensuing calendar year; these rules to comprehend hours of labor, rates of wages, and any other questions of joint concern then before said committee.

4. Special meetings shall be held when either of the parties hereto desire to call the attention of the committee to any infringement of the rules established by the said committee, or to submit any question to the committee for settlement.

5. For the proper conduct of business, a chairman shall be chosen at each meeting, but he shall preside only for the meeting at which he is so chosen. The duty of the chairman shall be that usually incumbent on a presiding officer.

6. A clerk shall be chosen at the annual meeting, to serve during the year. His duty shall be to call all regular meetings, and to call special meetings when officially requested so to do by either party hereto. He shall keep true and accurate record of the meetings, transmit all findings to the associations interested, and attend to the usual duties of the office.

7. A majority vote shall decide all questions. In case of the absence of any member, the president of the association by which he was appointed shall have the right to appoint a substitute in his place. The umpire shall have casting vote in case of tie.

In witness wheroof, the parties hereto, duly authorized by their respective constituent associations, have caused these presents to be subscribed, and their respective seals to be affixed, by officials hereunto duly and specially authorized and empowered, this ——— day of ———, A. D. 19—.

————————,	————————,
By ———, *President.*	By ———, *President.*
———, *Secretary.*	———, *Secretary.*

SCALE OF PRICES FOR DAILY NEWSPAPER OFFICES OF TYPOGRAPHICAL UNION NO. 13 FOR THE YEAR 1903.

SECTION 1. In offices where typesetting or type-casting machines are used none but journeymen members of Typographical Union No. 13 shall be employed as printers, foremen, make-ups, operators,

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proof readers, copyholders, copy cutters, bank men, and linotype machinists.

SEC. 2. All work, whether done by machine or hand, shall be on a time basis, as follows: On morning papers, with or without afternoon editions, not less than twenty-four dollars and thirty-six cents ($24.36) shall be paid for a week of forty-two hours. Overtime to be paid for at the rate of eighty (80) cents per hour. Not less than forty-two hours shall constitute a week's work, and when practicable a week's work shall consist of six days of seven hours each; but where exigencies of business require the length of each day's work shall be agreed upon between chapel and employer: provided always that not less than *six* nor more than *nine* hours be worked in any one day nor more than *forty-two* hours be worked in a week. All hours over nine in one day and forty-two in one week shall be counted as overtime.

SEC. 3. Extra help, when employed for not more than three days in one week, shall be given not less than seven continuous hours (except as provided for luncheon) each day. When more than three days are worked by an extra the hours may be regulated as provided for in section 2.

SEC. 4. The hours of labor shall be continuous, with the exception of an intermission of not less than 30 minutes nor more than 45 minutes for luncheon, which shall not be counted as office time. At least 15 minutes must be given for luncheon, and where less than 30 minutes are allowed it shall be counted as office time. On morning papers the hours of labor for regulars shall be between 5 p. m. and 5 a. m. and on afternoon editions of morning papers between the hours of 8 a. m. and 6.30 p. m. These hours shall not apply to extra men employed by the office.

SEC. 5. When "good day" or "good night" has been called and a man is called back after leaving the office he shall receive $1 compensation for said call, besides regular overtime.

SEC. 6. No matter used in the columns of the paper using machines shall be transferred or sold to any other newspaper office, and no work shall be done for any office on strike.

SEC. 7. No person shall be eligible as an apprentice on machines who is not a journeyman printer and a member of Typographical Union No. 13. The term of apprenticeship on the machines shall be eight consecutive weeks, and the compensation $16.00 per week.

SEC. 8. Apprentices shall serve five (5) years of the trade, at the end of which time they shall be classed as journeymen and receive journeymen's wages. During the last year of their apprenticeship they shall be instructed in all the intricate work done in the office where they are employed, such as setting ads., etc., and shall serve the last eight (8) weeks of their apprenticeship exclusively learning to operate typesetting machines. The number of apprentices to be employed to be governed by the constitution and laws of Typographical Union No. 13.

SEC. 9. When the product is not used, members and apprentice members may learn to operate without learners' wages.

SEC. 10. The machinist shall not have any control over the operator.

SEC. 11. Machine operators are subject to the call of the foreman for other work when desired.

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SEC. 12. No compositor who has been discharged from an office for cause shall be eligible to sub except at the option of the office.

SEC. 13. No paper shall give or transfer a matrix of an advertisement other than a cut, and then only to signers of this scale.

SEC. 14. No employee of the composing room who desires to lay off shall be compelled to work when a competent sub can be had. Employees shall put on their own subs from the floor of the office. The foreman shall be the judge of the competency of the sub.

SEC. 15. This agreement shall be continuous, running from year to year, and can only be changed by the Boston Daily Newspaper Association or any individual newspaper or Typographical Union No. 13 giving written notice of any proposed change, including details, sixty (60) days prior to November 15 of any year, such changes to take effect on November 16th.

EVENING PAPERS.

SECTION 1. On evening papers without morning editions not less than twenty-two dollars and twenty-six cents ($22.26) per week shall be paid for a week of six days, seven hours to constitute a day's work.

SEC. 2. The hours of labor shall be between 7.30 a. m. and 5 p. m., and shall be continuous with the exception of an intermission of not less than 30 nor more than 45 minutes for luncheon, which shall not be counted as office time. At least 15 minutes must be given for luncheon, and where less than 30 minutes is allowed it shall be counted as office time.

SEC. 3. Extra help may be employed for a full day's work.[a]

SEC. 4. Overtime shall be paid for at the rate of eighty (80) cents per hour.

SEC. 5. Section 1 and sections 5 to 15, inclusive, of the morning scale shall apply to evening papers.

ARBITRATION.

The arbitration agreement as entered into by the International Typographical Union and the American Newspaper Publishers' Association shall govern in all disputes that may arise.

The above scale is hereby agreed upon by Frederick Driscoll, representing the Boston Globe Newspaper Company, the Boston Herald Company, the Boston Traveler Company, the Boston Daily Advertiser and the Boston Evening Record, the Journal Newspaper Company, the Post Publishing Company, and James M. Lynch and Henry McMahon, representing Boston Typographical Union, No. 13, to take effect from November 16, 1902.

FREDERICK DRISCOLL.
JAMES M. LYNCH.
HENRY MCMAHON.

BOSTON, December 15, 1902.

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[a] An extra is a man put on for the convenience of the office for less than a full week's work.

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PUBLISHERS' AGREEMENT WITH TYPOGRAPHICAL UNION SCALE COMMITTEE.

BOSTON, *November 8, 1902.*

We, the undersigned, publishers of the Boston Advertiser, Boston Globe, Boston Herald, Boston Journal, Boston Post, Boston Record, and Boston Traveler, having referred demand of Typographical Union No. 13 to arbitration, in accordance with the terms of the agreement between the American Newspaper Publishers' Association and the International Typographical Union, hereby agree to be bound by the decision of the National Board of Arbitration.

THE GLOBE NEWSPAPER CO.,
By CHAS. H. TAYLOR, Jr., *Treasurer.*
THE BOSTON HERALD CO.,
By FRED E. WHITING, *Business Manager.*
THE BOSTON TRAVELER CO.,
By F. N. LITCHFIELD, *Treasurer.*
THE BOSTON DAILY ADVERTISER and
THE BOSTON EVENING RECORD,
By W. E. BARRETT, *Publisher.*
THE JOURNAL NEWSPAPER CO.,
By STEPHEN O'MEARA.
THE POST PUBLISHING CO.,
By E. A. GROZIER, *Treasurer.*

FORM OF AGREEMENT USED BY THE MANUFACTURERS' CLUB OF BUFFALO.

This agreement, made this ——— day of ———, 190—, by and between ———, an employer's association party of the first part, and ———, an employee's association, party of the second part,

Witnesseth, That whereas the parties hereto are desirous of establishing equitable wage rates and securing stability in their relations as employer and employee and equal protection of their respective rights,

Now therefore, the parties hereto have covenanted and agreed, and by these presents do covenant and agree to and with each other as follows:

ARTICLE 1. The party of the second part agree to withdraw their demands that the party of the first part should operate their business under the rules and regulations of the union in regard to apprentices, and no limit is placed on number of apprentices.

ART. 2. The standard minimum wage rate for journeymen who have learned the general trade of ——— shall be ——— cts. per hour.

ART. 3. The standard minimum wage rate shall be subject to the following differentials:

The young man who has completed his apprenticeship, and who by reason of his mechanical inferiority or lack of experience, or both, shall be unfitted to receive the full wage rate provided for above, shall be free to make such arrangement as to wage with his employer for a period mutually satisfactory as may be agreeable to himself and employer.

There being a grade of work calling for less skill than is required by the ordinary man, this grade being limited in quantity, it is agreed that nothing in this agreement shall be construed as prohibiting the

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employer from employing a man to make such work and paying for same at a rate that may be mutually agreed upon between them. It is understood that a man who is working for and receiving a rate of wages of —— cents per hour or over is not to be asked to make a grade of work referred to above for any less wage rate than he is regularly entitled to under this agreement. This does not give the man the right to refuse to make the work if it is offered to him at his regular wage rate.

ART. 4. It is agreed that nothing in the foregoing shall be construed as prohibiting piece or premium work, and when it is desired on the part of the employer that his work shall be done under the piecework or premium system, it is agreed that the wages of the man shall be based so that he may earn a wage not less than if working by the day. This is understood as applying to men who are competent to do an equal amount of work and of equal quality to the average man in the shop in which he is employed.

Where the employer and man can not agree on the piece price for a certain piece of work, the employer is to have the work done by the day for a period of a day or more, according to the nature of the work, in order to establish a fair and equitable wage rate on the work in question; nothing in this agreement shall be construed as preventing a man from agreeing with his employer on a piece or premium price as soon as he is given a pattern.

ART. 5. Time and a half shall be paid for all overtime, excepting in cases of accident or causes beyond control continuing not more than 30 minutes; and double time for Sundays and legal holidays, to wit, Fourth of July, Labor Day, Thanksgiving Day, and Christmas. It being further understood that when shops do not make a practice of running beyond bell or whistle time and are occasionally late, the "give and take" system shall apply in all such cases, it being further understood that both sides should show a spirit of fairness in adjusting matters of this kind.

ART. 6. Arbitrary limitations of output on the part of men, or arbitrary demands for an excessive amount of output by the men on the part of the employers, being contrary to the spirit of equity which should govern the relationship of employer and employee, all attempts in that direction by either party are to be viewed with disfavor, and will not receive the support of either of the respective associations parties to this agreement.

It being further agreed that the wage rates specified herein are to be paid for a fair and honest day's work on the part of the man, and that in case a man feeling that a wrong has been done him by his employer and that his treatment has been at variance with the terms of this agreement, he shall first endeavor to have the same corrected by a personal interview with his employer, and, failing in this, then he shall report same to the proper channel of his local union for investigation. If there is any objectionable action on the part of the man which is in conflict with this agreement or the spirit thereof, then the employer is to point out to the man where he is wrong, and, failing in this, he may discharge the man for breach of discipline, or else retain him in his service and submit the case to his association for investigation.

In order that there may be no misunderstanding as to the wages a man is to receive under the above agreement, it is understood that a man must agree with the employer on the rate of wages he is to receive

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at the time he is engaged; it being further agreed that neither the man nor the employer is to deviate from the terms of this agreement as to wages or deportment.

Art. 7. The parties to this agreement deprecate strikes and lockouts, and desire to discourage such drastic measures among the members of their respective associations.

It is therefore agreed that all unfair or unjust shop practices on the part of men or employers are to be viewed with disfavor by the respective associations, and any attempt on the part of either party to this agreement to enforce any unfair or unjust practice upon the other is to be the subject of rigid investigation by the officers of the respective associations; and if upon careful investigation such charges are sustained against the party complained of, then said party is to be subject to discipline according to the by-laws of the respective associations.

And it is further agreed that all disputes which can not be settled amicably between the employer and men shall be submitted to arbitration as follows: Either party shall have the right to ask its reference to a committee of arbitration, which shall consist of the presidents of the respective associations or their representatives, and two other representatives from each association appointed by the respective presidents.

The finding of this committee of arbitration by a majority vote shall be final.

Pending adjudication by this committee of arbitration there shall be no cessation of work at the instance of either party to the dispute.

The committee of arbitration shall meet within two weeks after reference of the dispute to them.

Art. 8. When the words "employer" or "men" are used, it is understood that their foreman or representatives may carry out the provisions of this agreement and act for them.

Art. 9. It is further agreed that nothing in the foregoing shall be construed as applying to operators of labor-saving machines who have not learned the general trade, and the right of the employer to introduce or operate such machines in his factory shall not be questioned. And other men than members of the union may be employed, it being distinctly understood that the right to run an open shop is not abridged.

Art. 10. This agreement shall continue in force to ———, 190—, and thereafter to ———, 190—, and to continue from year to year from ———, 190—, unless notice be given on ——— of any year by either party to this agreement signifying their desire to change or modify the conditions of this agreement.

And it is further agreed that should any agreement be reached by a conference of representatives of the respective national associations upon the question of wage rates, and in conflict with the terms of this agreement, that a conference of the parties hereto shall be called immediately to conform the terms of this agreement to those of the national agreement; otherwise this agreement is to continue in force as above provided.

———.
———.

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AGREEMENT BETWEEN MARINE FIREMEN, OILERS, AND WATERTENDERS' LOCAL NO. 124, OF THE I. L. M. AND T. A. AND THE LAKE CARRIERS' ASSOCIATION OF BUFFALO.

This agreement, made and entered into at the city of Buffalo this 17th day of April, 1903, by and between the Lake Carriers' Association, a corporation of the State of West Virginia, by its executive committee, duly authorized, and the Marine Firemen's Local 124, of the I. L. M. & T. A., duly authorized representatives, witnesseth:

First. This agreement is made for the navigation season of 1903, on the Great Lakes, for all vessels enrolled or may hereafter be enrolled in the Lake Carriers' Association.

Second. It is understood and agreed that steamers covered by this contract shall not be required to carry any more or less men than was the custom previous to 1902, except in cases where men are unable to do the work. Then they can apply to the engineer or owner for such additional help as the engineer may deem necessary; and in the event of difference arising, the same shall be adjusted promptly by the presidents of the parties hereto, respectively, who, if unable to agree, shall call in a third disinterested party, and the decision of a majority of these three shall be final and binding.

Third. In the event that Firemen's Union Local 124, I. L. M. & T. A., is unable to furnish sufficient men when called for by the engineer or his representative, he may ship nonunion men to fill such shortage for not longer than the ensuing round trip; and such nonunion men shall not be disturbed before the expiration of their terms of shipment for the trip as above provided.

Fourth. It is distinctly understood and agreed that all men working under this agreement shall promptly obey all orders of the executive officers and engineers.

Fifth. It is further understood and agreed that no union man shipping on any boat covered by this contract for the trip shall desert the ship before the trip is completed, and in case he does so desert before the trip is completed, such desertion shall be reported to the Firemen, Oilers, and Watertenders' Union, who agree to discipline him and not offer him for shipment for a period of thirty days.

Sixth. It is further agreed that all requisitions for men to be furnished under this contract shall be made to the officers or agents of the Marine Firemen, Oilers, and Watertenders' Union when not shipped aboard the boat, and, if any transportation is required to get the men to the vessel, the same shall be furnished by the Marine Firemen's Local who, in turn, shall be reimbursed by the captain or owner (as the case may be), after such men have made the round trip as agreed. Nothing in this article shall prevent or prohibit the engineer of the vessel from shipping union men who may apply to him as heretofore.

Seventh. It is also agreed that the offices of the Firemen's Local shall be kept open until ten p. m. each day during the navigation season at the ports of Buffalo, Conneaut, Ashtabula, Cleveland, Toledo, Detroit, Bay City, Chicago, South Chicago, Milwaukee, Superior, and Ogdensburg.

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WAGE SCALE.

Subject to the foregoing terms and conditions the Lake Carriers' Association and the members of the Marine Firemen, Oilers, and Watertenders' Association do hereby agree to the following scale of wages for the season of 1903:

1. The wages of the men employed in fitting out shall be $1.75 per day while they are not boarded on the vessel. As soon as they are shipped for the trip and the vessel is in commission the rate shall be the wage fixed by the schedule hereinafter provided.

2. The rate of wages for firemen, oilers, and watertenders shall be at the rate of $47.50 per month until October first, and from October first to the close of navigation the wage to be $65 per month.

3. After the close of navigation and when the boats are being laid up the firemen, oilers, and watertenders are to receive sailing wages, with board, or $0.75 per day for board.

4. The engineers on steel tow barges shall receive $70 per month for the entire navigation season.

5. It is the intention of the parties to this agreement that the Marine, Firemen, Oilers, and Watertenders' Local shall furnish and supply to all vessels of the Lake Carriers' Association all of the men they require of the classes herein mentioned to the utmost of their ability.

6. It is understood and agreed that the Firemen, Oilers, and Watertenders' Local agrees that it will at all times use its best efforts, and, so far as possible, guarantee a sufficient number of men to carry out this contract to the satisfaction of the Lake Carriers' Association, and further, that said Firemen, Oilers, and Watertenders' Local will not order or allow its members to go on strike for any cause, but shall not be required to work under police protection on the boat.

7. In the event of any difference arising between the two parties hereto as to the meaning or intent of any part of this contract, the men shall continue to work and said differences to be arbitrated in the usual way.

In witness whereof the Lake Carriers' Association, by its executive committee and president, as aforesaid, has caused this contract to be subscribed and made on its behalf, and the said Marine Firemen, Oilers, and Watertenders' Local 124 of the I. L. M. & T. A. has caused this agreement to be subscribed and entered into on their behalf, by their representatives, whose names are also hereunto subscribed, at the city of Buffalo, the day and year first above written.

JAMES STEWART, *Pres't.*
MICHAEL CASEY.
HARRY JACKSON,
DAN'L J. KEEFE,
J. J. JOYCE.

LAKE CARRIERS' ASSOCIATION,
By W. LIVINGSTONE, *Pres.*
A. B. WOLVIN, by E. S.
H. A. HAWGOOD, by E. S.
HENRY COULBY, by E. S.
EDWARD SMITH,
E. T. EVANS,
By T. MURFORD.

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AGREEMENT BETWEEN LUMBER CARRIERS' ASSOCIATION AND THE FIREMEN, OILERS, AND WATER-TENDERS' LOCAL, NO. 124, OF THE I. L. M. & T. A.

This agreement, made and entered into in the city of Buffalo, N. Y., April 20th, 1903, by and between the Lumber Carriers' Association by its duly authorized committee and the Firemen, Oilers, and Watertenders of the Great Lakes, Local No. 124, of the I. L. M. & T. A., by its duly authorized representatives, witnesseth as follows:

ARTICLE 1. This agreement is made for the navigation season of 1903 on the Great Lakes for all vessels now enrolled or hereafter enrolled in the Lumber Carriers' Association.

ART. 2. It is understood and agreed that steamers covered by this contract shall not be required to carry any more or less men than the custom that has heretofore prevailed.

ART. 3. In the event that the Firemen's Union is unable to furnish sufficient union men when called for by the captain or his representatives, he may ship nonunion men to fill such shortage for not longer than the ensuing round trip and such nonunion men shall not be disturbed before the expiration of their terms of shipment for the trip as above provided.

ART. 4. It is distinctly understood and agreed that all men working under this contract shall observe and perform and execute faithfully, promptly, and cheerfully all orders given by their superior officers.

ART. 5. It is further understood and agreed that no union man shipping on any boat covered by this contract for the trip shall desert the ship before the trip is completed. The captain or his representative shall report such desertion to the Firemen's Union; such deserter shall not again be employed under this contract within the next thirty days thereafter.

ART. 6. It is further agreed that all requisitions for men to be furnished under this contract shall be made by the officers of the vessels covered hereby to the agencies of the Firemen's Association. A list of the names of such agents with addresses shall be furnished to the Lumber Carriers' Association from time to time, so that they may notify their engineers where to apply for men. Nothing in this article shall prevent or prohibit the master or his representatives of any vessel shipping union men who may apply to him for a job as heretofore.

ART. 7. The sleeping quarters of the men shall have good and clean bedding, clean linen furnished each trip, and rooms properly ventilated.

ART. 8. The men shall be furnished with good and wholesome food properly cooked.

WAGE SCALE.

Subject to the foregoing terms and conditions the Lumber Carriers' Association and the members of the Firemen's Union do hereby agree to the following scale of wages for the season of 1903.

ARTICLE 1. The wages of the men employed in fitting out steamers shall be $1.75 per day while they are not boarded on the vessel. As soon as they are shipped for the trip and the vessel is in commission the rates shall be the wages fixed by the schedule herein provided.

ART. 2. The rate of wages for firemen shall be at the rate of $47.50 per month from the opening of navigation to the 1st day of

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October, and from the 1st day of October to the close of navigation at the rate of $65 per month.

Art. 3. After the close of navigation and when the boats are being laid up the firemen are to receive sailing wages with board, or $0.75 per day in lieu thereof.

Art. 4. It is the intention of the parties to this agreement that the Firemen's Union shall and must furnish to all vessels of the Lumber Carriers' Association all the men they require to the utmost of their ability. It is understood that the said Firemen's Union agrees that it will at all times use its best efforts and so far as possible guarantee a sufficient number of men to carry out this contract to the satisfaction of the Lumber Carriers' Association; and further, that said Firemen's Union will not allow or order its men to go out on strike for any cause. In the event of any differences arising between the parties hereto as to the meaning and intent of any part of this contract the men shall continue to work and said differences shall be arbitrated in the usual way.

It is mutually agreed by and between the Lumber Carriers' Association and the Firemen's Union that duly authorized delegates or representatives shall be appointed to meet before March 1st, 1904, for the purpose of arranging a wage scale and contract on vessels of the Lumber Carriers' Association for the season of 1904.

In witness whereof, The Lumber Carriers' Association, by its duly authorized committee as aforesaid, has caused this contract to be subscribed and made on its behalf, and the said Firemen, Oilers, and Watertenders of the Great Lakes, Local No. 124, of the I. L. M. & T. A., has caused the same to be subscribed and entered into on its behalf by its representatives, whose names are also hereunto subscribed, in the city of Buffalo, State of New York, this 20th day of April, 1903, in the year first above mentioned.

For the Lumber Carriers—

W. H. Teare.
E. L. Fisher.
Chas. H. Prescott, Jr.
J. A. Calbeck.
W. D. Hamilton.
O. W. Blodgett.
H. E. Runnels.

For the Firemen's Union—

James Stewart, *Pres.*
Michael Casey, *Secy.*
Harry Jackson.

For I. L. M. & T. A.—

Dan'l J. Keefe, *Pres.*

AGREEMENT BETWEEN THE ARCHITECTURAL IRON LEAGUE AND THE BRIDGE AND STRUCTURAL IRON WORKERS' UNION NO. 1, OF CHICAGO, APRIL, 1903.

This agreement, made this first day of April, 1903, by and between the Architectural Iron League et al. (employers), party of the first part, and the Bridge and Structural Iron Workers' Union No. 1, of Chicago, of the International Association, Bridge and Structural Iron Workers, party of the second part, for the purpose of preventing

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strikes and lockouts and facilitating a peaceful adjustment of all grievances and disputes which may, from time to time, arise between the employer and mechanics in the bridge and structural iron and steel trade.

The territory covered by this agreement is Chicago and Cook County.

NO OUTSIDE INTERFERENCE.

Witnesseth, That both parties to this agreement hereby covenant and agree that they will not tolerate nor recognize any right of any other association, union, council, or body of men not directly parties hereto to interfere in any way with the carrying out of this agreement, and that they will use all lawful means to compel their members to comply with the arbitration agreement and working rules as jointly agreed upon and adopted.

PRINCIPLES UPON WHICH THIS AGREEMENT IS BASED.

Both parties hereto this day hereby adopt the following principles as an absolute basis for their joint working rules, and to govern the action of the joint arbitration board, as hereinafter provided for:

1. That there shall be no limitations as to the amount of work a man shall perform during his working day.
2. That there shall be no restriction of the use of machinery or tools.
3. That there shall be no restriction of the use of any manufactured material except prison-made.
4. That no person shall have the right to interfere with workmen during working hours.
5. That the use of apprentices shall not be prohibited.
6. That the foreman shall be the agent of the employer.
7. That all workmen are at liberty to work for whomsoever they see fit.
8. That all employers are at liberty to employ and discharge wnomsoever they see fit.

HOURS.

Eight hours shall constitute a day's work, except on Saturdays during the months of June, July, August, and September, when work may stop at 12 o'clock noon, with four hours' pay for the day.

OVERTIME.

Time and one-half shall be paid for overtime between the hours of 7 and 8 a. m., and between the hours of 4.30 or 5 and 7 p. m., and for Saturday afternoons during the months of June, July, August, and September. Where only one shift of men are employed on the job, ıf the same men work after 7 o'clock p. m. double time shall be paid. Where a single shift is employed, beginning work after 5 p. m., time and one-half shall be paid for the first 8 hours and double time thereafter.

HOLIDAYS.

Double time to be paid for work done on Sundays throughout the year, and also for work done on the following four holidays (or days

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celebrated as such): Decoration Day, Fourth of July, Thanksgiving Day, and Christmas Day. Sunday and holiday time to cover any time during the 24 hours of said calendar days.

EXTRA SHIFTS.

Where work is carried on with two or three shifts of men, working eight hours each, then only single time shall be paid for both night and day work during week days and double time for Sundays and the above-mentioned holidays.

LABOR DAY.

No work shall be done on Labor Day.

WAGES.

The minimum rate of wages to be paid shall be fifty-six and one-quarter cents per hour, payable in lawful money of the United States.

PAY DAY.

It is agreed that journeymen shall be paid at least once every two weeks and not later than 5 p. m. Tuesday.

TIME AND METHOD OF PAYMENT OF WAGES.

All wages are to be paid on the work in full up to and including the Saturday night preceding pay day. When a workman quits work of his own accord, he shall receive his pay on the next regular pay day. When a man is discharged, he shall be either paid in cash on the work or given a time check which shall be paid at once on presentation at the office of employer, and if he is not paid promptly upon his arrival at the office, and if he shall remain there during working hours, he shall be paid the minimum wages for such waiting time, Sundays and holidays excepted.

BRANCHES OF WORK COVERED BY THIS AGREEMENT.

The following branches of work are covered by this agreement: The erection and construction of bridges, structural steel and cast iron, including steel foundation beams other than rails in buildings, viaducts, steel stacks, coal bunkers when supported on steel frame. The wrecking of bridges, viaducts, and fireproof buildings and the erection and removal of false work from bridges and viaducts, all cast iron and steel mullions, except ornamental shell work for store fronts and cornice for store fronts. The setting of isolated pieces, such as plates, caps, corbells, and lintels, etc., may be done by other mechanics.

It is further agreed that after material has been unloaded at the site it shall be handled by members of party of the second part. When material is unloaded by tackle or derrick, it shall be done by members of parties of the second part.

There shall be no infringement on the noon hour.

Piecework shall not be permitted.

If the party of the first part sublets any portion of his work covered by this agreement, the subcontractor shall be subject to the terms of this agreement.

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No member or members affiliated with the second party shall leave the work of the party of the first part because nonunion men in some other line of work or trade are employed on building or job where said second party is employed.

FOREMAN.

The foreman, if a union man, shall not be subject to the rules of this union while acting as foreman, and no fines shall be entered against him by his union for any cause whatever while acting in such capacity, it being understood that a foreman shall be a competent mechanic in his trade and be subject to the decisions of the joint arbitration board. There shall be but one foreman on each job.

STEWARD.

Whenever two or more journeymen members of the second party are working together, a steward may be selected by them from their number to represent them, who shall, while acting as steward, be subject only to the rules and decisions of the joint arbitration board. No salary shall be paid to a journeyman for acting as steward. He shall not leave his work or interfere with workmen during working hours and shall perform his duties as steward so as not to interfere with his duty to his employer. He shall always, while at work, carry a copy of the working rules with him.

APPRENTICES.

Each employer shall have the right to teach his trade to apprentices, and the said apprentices shall serve for a period of not less than —— years, as prescribed in the apprentice rules to be agreed upon by the joint arbitration board, and shall be subject to control of the said joint arbitration board.

ARBITRATION.

Both parties hereto agree that any and all disputes between any member or members of the employers' association on the one side and any member or members of the union on the other side during the life of this agreement shall be settled by arbitration in the manner hereinafter provided for, and for that purpose both parties hereto agree that they will, at their annual election of each year, elect an arbitration committee to serve one year and until their successors are elected and qualified. In case of death, expulsion, removal, or disqualification of a member or members on the arbitration committee such vacancy shall be filled by the association or union at its next regular meeting. The arbitration committee for each of the two parties hereto shall consist of five members, and they shall meet not later than the fourth Thursday of January each year in joint session, when they shall organize a joint arbitration board by electing a president, secretary, treasurer, and umpire. The joint arbitration board shall have full power to enforce this agreement entered into between the parties hereto and to make and enforce all lawful working rules governing both parties. No strikes, lockouts, or stoppage of work shall be resorted to pending the decision of the joint arbitration board. When a dispute or grievance arises between a journeyman and employer (parties

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hereto), or an apprentice and his employer, the question at issue shall be submitted in writing to the presidents of the two organizations, and upon their failure to agree and settle it, or if one party to the dispute is dissatisfied with the decision, it shall then be submitted to the joint arbitration board at their next regular meeting. If the joint arbitration board is unable to agree, the umpire shall be requested to sit with them and, after he has heard the evidence, cast the deciding vote. All verdicts shall be decided by majority vote, by secret ballot, be rendered in writing, and be final and binding on all parties to the dispute.

WHO ARE DISQUALIFIED TO SERVE ON ARBITRATION COMMITTEE.

No member who is not actively engaged in the trade, or foreman, nor holds a public office, either elective or appointive, under the municipal, county, State, or National Government, shall be eligible to act as the representative in this trade arbitration board, and any member shall become disqualified to act as member of this trade joint arbitration board and cease to be a member thereof immediately upon his election or appointment to any other public office or employment.

UMPIRE.

An umpire shall be elected who is in no wise affiliated or identified with the building industry, and who is not an employee nor an employer of labor, nor an incumbent of a political elective office.

MEETINGS.

The joint arbitration board shall meet to transact routine business the first Tuesday in each month, but special meetings may be called on three days' notice by the president upon application of three members.

The joint arbitration board has the right to summon any member or members affiliated with either party hereto against whom complaints are lodged for breaking this agreement or working rules, and also appear as witness. The summons shall be handed to the president of the association or union to which the member belongs, and he shall cause the member or members to be notified to appear before the joint arbitration board on date set.

FINES FOR NONATTENDANCE AS WITNESS.

Failure to appear when notified, except (in the opinion of the board) valid excuse is given, shall subject a member to a fine of twenty-five dollars for the first offense, fifty for the second, and suspension for the third.

SALARIES.

The salary of each representative on the joint arbitration board shall be paid by the association or union he represents.

QUORUM.

Seven members present shall constitute a quorum in the joint arbitration board, but the chairman of each of the two arbitration committees shall have the right to cast the vote in the joint arbitration board for any absent member of his committee.

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FINES AS RESULT OF ARBITRATION.

Any member or members affiliated with either of the two parties hereto violating any part of this agreement or working rules established by the joint arbitration board shall be subject to a fine of from ten to two hundred dollars, which fine shall be collected by the president of the association or union to which the offending member or members belong and by him paid to the treasurer of the joint arbitration board not later than thirty days after the date of the levying of the fine.

If the fine is not paid by the offender or offenders it shall be paid out of the treasury of the association or union of which the offender or offenders were members at the time the fine was levied against him or them, and within sixty days of date of levying same; or in lieu thereof the association or union to which he or they belonged shall suspend the offender or offenders and officially certify such suspension to the joint arbitration board within sixty days from the time of fining, and the joint arbitration board shall cause the suspension decree to be read by the presidents of both the asssociation and union at their next regular meeting and then post said decree for sixty days in meeting rooms of the association and union. No one who has been suspended from membership in the association or union for neglect or refusal to abide by the decisions of the joint arbitration board can be again admitted to membership except by paying his fine or by unanimous consent of the joint arbitration board.

All fines assessed by the joint arbitration board and collected during the year shall be equally divided between the two parties hereto by the joint arbitration board at the last regular meeting in December.

RULES FOR ARBITRATION BOARD AND FOR PARTIES HERETO.

All disputes arbitrated under this agreement must be settled by the joint arbitration board, in conformity with the principles and agreements herein contained, and nothing herein can be changed by the joint arbitration board. No by-laws or rules, conflicting with this agreement or working rules agreed upon, shall be passed or enforced by either party hereto against any of its affiliated members in good standing.

TERMINATION.

It is agreed by the parties hereto that this agreement shall be in force between the parties hereto until May 1st, 1904.

On behalf of the party of the first part: Architectural Iron League of Chicago, by Robert Vierling, Charles Gindele, M. R. Vanderkloot, Addison E. Wells, Paul Willis, John Griffiths.

On behalf of the party of the second part: The Bridge and Structural Iron Workers' Union, No. 1, of Chicago, of the International Association of Bridge and Structural Iron Workers, by P. A. Mackin, Thomas Peterson, John O'Dowd, G. E. Schutz, Wm. Shupe.

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AGREEMENT BETWEEN THE NATIONAL WHOLESALE TAILORS' ASSOCIATION OF CHICAGO AND THE UNITED GARMENT WORKERS OF AMERICA.

This agreement, made and entered into this tenth day of January, A. D. 1903, by and between the National Wholesale Tailors' Association of the city of Chicago and its members, parties of the first part, and the United Garment Workers of America, parties of the second part, and all the local unions affiliated with said United Garment Workers of America, engaged in the manufacture of coats, pants, and vests, and in the busheling and examining departments of the parties of the first part, WITNESSETH,

THAT WHEREAS the parties of the first part are in the wholesale tailoring business in the city of Chicago, and the parties of the second part are the labor union having jurisdiction over organized labor employed by the parties of the first part;

AND WHEREAS the parties hereto are desirous of forming a working agreement and formulating a written policy for the purpose of insuring peace and harmony in the industry herein involved and benefiting equally all the parties hereto:

NOW, THEREFORE, it is mutually covenanted and agreed by and between the parties hereto as follows, to wit:

FIRST. It is agreed by and between the parties hereto that from and after the execution of this agreement the parties of the first part will employ in the manufacturing, busheling, and examining departments of shops owned, or hereafter to be owned by the parties of the first part, only members of the parties of the second part. It is distinctly understood and agreed, however, that the parties of the first part shall be allowed to employ nonunion employees in their own shops in case parties of the second part can not furnish competent union employees in sufficient number, and shall be allowed to employ contractors who have in their employ nonunion tailors.

SECOND. The wage scale now in existence between the parties hereto shall remain the same until June 1st, 1903. No wage scale shall be discussed or presented for coat, pants, vests, tailors, bushelmen, or examiners belonging to the parties of the second part until June 1, 1903. They shall not discriminate against the manufacturers of special-order clothing as compared with the manufacturers of ready-made clothing. If such wage scales so presented shall not be agreed to by the district trades council of the parties of the second part and the executive board of the parties of the first part, the differences, if any there be, shall be submitted to arbitration, as hereinafter provided. Both parties agree to bind themselves by the decision of the arbitration board, and the contract signed not later than June 15th, 1903, and such contract shall be for a period of not less than twelve (12) months, commencing July 1, 1903.

THIRD. It is further agreed by and between the parties hereto that all contracts hereafter to be signed shall be executed not later than June 15th of each year.

FOURTH. It is further agreed that all existing contracts between the parties of the first part or any of its members that may be now in force on June 1, 1903, with any local union affiliated with the parties of the second part, or any contractor, shall not be disturbed, but shall be allowed to continue according to the terms thereof until its expiration.

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FIFTH. It is agreed that in the event of a misunderstanding or any dispute arising as to the formulation of any working agreement, or as to the construction of this or any working agreement, or as to the settlement of any wage scale that may be submitted in accordance with section two (2) of this agreement, by and between the parties hereto, that no house shall lock out any member of the United Garment Workers of America and no executive board or business agent of the parties of the second part, or any of its local unions affiliated therewith, shall declare a strike and the United Garment Workers shall not declare a strike, but such misunderstanding or dispute shall be referred within twenty-four hours to the executive board of the parties of the first part and the district trades council of the parties of the second part for settlement, and in case such board and district trades council fail to settle such controversy within twenty-four hours after the same shall have been submitted, it is agreed that said executive board and said district trades council shall, within said twenty-four hours, each name two arbitrators, who may be members of the said executive board and said district trades council, and the four arbitrators so selected shall, within twenty-four hours, name one disinterested party, who shall not be a manufacturer or a member of any labor organization, and the five so selected shall, within a reasonable time, settle the difficulty, and the decision so rendered shall be binding on all parties hereto. And the parties hereto agree to sign a working agreement, in accordance with the decision so rendered by the arbitrators within twenty-four hours after the rendition of such decision.

SIXTH. The parties of the second part agree not to engage in any sympathetic strike for the purpose of aiding any labor organization that are not locals of the United Garment Workers of America.

IN WITNESS WHEREOF the parties hereto, by their duly authorized officers and agents, have signed and sealed these presents the day and year first above written.

—— ——, [SEAL.]
By —— ——,
—— ——. [SEAL.]

JOINT AGREEMENT, WORKING RULES, AND RULES OF ESTIMATING BETWEEN THE CHICAGO EMPLOYING PLASTERERS' ASSOCIATION, AND THE JOURNEYMEN PLASTERERS' PROTECTIVE AND BENEVOLENT SOCIETY OF CHICAGO.

This agreement, made this 24th day of January, 1903, by and between the Chicago Employing Plasterers' Association, party of the first part, and the Journeymen Plasterers' Protective and Benevolent Society of Chicago, party of the second part, for the purpose of preventing strikes and lockouts and facilitating a peaceful adjustment of all grievances and disputes which may, from time to time, arise between the employer and the mechanics in the plastering trade, witnesseth:

1. That both parties to this agreement hereby covenant and agree that they will not tolerate nor recognize any right of any other association, union, council, or body of men, not direct parties to this agreement, to order a strike or lockout, or otherwise to dictate or interfere with the work, and that work can be stopped only by an

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order signed jointly by the presidents of the Chicago Employing Plasterers' Association and the Journeymen Plasterers' Protective and Benevolent Society of Chicago, parties hereto, or the joint arbitration board elected in accordance with this agreement; and that they will compel their members to comply with this arbitration agreement, rules of estimating and working rules as jointly agreed upon and adopted; and that where a member or members affiliated with either of the two parties to said agreement, refuse to do so, they shall be suspended from membership in the association or union to which they belong.

2. A sympathetic strike shall not be a violation of this agreement, provided that the trade in whose interest the sympathetic strike is to be called offer and are refused arbitration of the matter in dispute.

3. Nothing in this agreement will be construed as preventing either the Chicago Employing Plasterers' Association or the Journeymen Plasterers' Protective and Benevolent Society from joining a central organization, but it is distinctly understood that neither the Chicago Employing Plasterers' Association nor the Journeymen Plasterers' Protective and Benevolent Society (parties hereto), shall have the right to join or become affiliated with any central organization which shall have any law or laws, or pass any law or laws conflicting with or annulling this joint agreement, except as herein set forth.

4. Both parties hereto this day adopt the following principles as an absolute basis for their joint working rules, and to govern the actions of the joint arbitration board, as hereinafter provided for, to remain in full force until April 1, 1906, from April 1, 1903.

5. There shall be no limitation as to the amount of work a man shall perform during his working day. Each man shall do a fair and honest day's work.

6. No person shall have the right to interfere with the workmen during working hours. The business agent shall have access to all buildings being plastered by parties to this agreement. No person shall have the right to give orders to the men during working hours on the building, except the employer or his representative. Any trouble arising on a job may be referred to the steward and employer.

7. The use of two (2) apprentices to each employer shall not be prohibited. An agreement as to the number of apprentices is hereby entered into, it being understood that apprentices shall be subject to joint rules here agreed to.

8. The foreman shall be the agent of the employer. The foreman shall be subject to the joint agreement while acting as foreman, and be subject only to the decisions of the joint arbitration board for any cause whatsoever while acting as foreman, and he must be a member of the Journeymen Plasterers' Protective and Benevolent Society.

9. All workmen are at liberty to work for whomsoever they see fit. A man can work for any employer who will give him work in his trade, it being understood that he shall demand and receive the wages agreed upon by the joint arbitration board in his trade.

10. Employers shall be at liberty to employ and discharge whomever they see fit, but all men shall receive the full wages agreed upon in their trade.

11. The steward shall represent the journeymen. He shall be elected by and from amongst the men in his trade working on the same building, and shall, while acting as steward, be subject to the rules and

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decisions of the Journeymen Plasterers' Protective and Benevolent Society. He will, however, be subject to the same penalties for any violation of this agreement. No salary shall be paid to a journeyman for acting as steward. He shall not leave his work or interfere with workmen during working hours. He shall always, while at work, carry a copy of working rules with him.

12. Eight hours shall constitute a day's work, except on Saturday, when work shall stop at 12 o'clock, noon, with four hours' pay for that day.

13. Double time to be paid for overtime. Work done between the hours of 5 p. m. and 6 a. m., and also Saturday afternoons, shall be paid for as overtime. Double time to be paid for work on Sundays throughout the year, and no work shall be done on the following six holidays (or days celebrated as such): Decoration Day, Fourth of July, Thanksgiving Day, Christmas Day, New Year's Day, and Labor Day.

14. It is hereby agreed that the journeymen shall be paid once every week, on Friday. When a journeyman is discharged he shall be paid in full, and also when he is laid off, if he demands it, except when the layoff is caused by bad weather or other satisfactory cause. When a journeyman quits work of his own accord he shall receive his pay on the next regular pay day.

15. The minimum rate of wages to be paid to plasterers shall be 56¼ cents per hour, payable in lawful money of the United States.

The following branches of work are covered by this agreement:

PLAIN AND ORNAMENTAL PLASTERING.

16. No by-laws or rules conflicting with this arbitration agreement or working rules agreed upon shall be passed or enforced by either party hereto against any of its affiliated members.

RULES OF ESTIMATING.

17. All ornamental plastering upon any building or job shall be let with or to the contractor having the plain plastering upon such building or job, and no member of the Journeymen Plasterers' Protective and Benevolent Society will be permitted to work upon any building or job where the ornamental plastering is let to other than the plastering contractor having the contract for the plain plastering on such building or job.

PATCHING OF PLASTERING.

18. No person or persons employing members of the Journeymen Plasterers' Protective and Benevolent Society will be permitted to figure upon or take contracts for any building or job if the specifications for such building or job provide that the contractor for the plastering shall do the patching of plastering after other mechanics as a part of the contract price, and all such patching of plastering after other mechanics or the repairing of plastering damaged by others than the plastering contractor shall be paid for over and above the contract price and in accordance with the uniform scale adopted by the Chicago Plasterers' Association. Any person or persons who shall estimate upon or take any contract for any building or job in violation of this rule shall be fined five per cent of his contract price for the first offense, ten per cent of his contract price for the second offense, and for a

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third default he shall be subject to such penalty as the joint arbitration committee shall decide.

19. No member of the Journeymen Plasterers' Protective and Benevolent Society shall be permitted to work upon any building or job for any person violating this rule until all fines levied against the person so violating has been paid into the treasury of the Journeymen Plasterers' Protective and Benevolent Society.

20. In conformity with previous agreements by and between the Chicago Employing Plasterers' Association and the Journeymen Plasterers' Protective and Benevolent Society these rules of estimating shall go into immediate effect.

WORKING RULES.

21. The object of these working rules is to obtain a higher standard of work. All work shall be done in a workmanlike manner, and poor work shall be done over again by the man doing it, upon his own time, and without expense to the contractor.

SCRATCH COAT.

22. All scratch coating shall be well covered with a good, fair coat of mortar, and well scratched. Where lime mortar is used, the scratch coat shall be dry before the second or browning coat is applied.

PATENT OR HARD MORTAR.

23. The first coat in patent or hard mortar may be "doubled up" as soon as the first coat has "set."

BROWNING.

24. One-coat work on tile, brick, or wooden lath shall be well laid on and darbied, and the angles rodded and floated when fit. Browning over scratch coat shall be rodded and floated and made straight. Patent or hard mortar need not be floated.

FLOAT-SAND FINISH.

25. Shall be laid on even and well floated with a float and brought to an even surface.

HARD FINISH.

26. Shall be well gauged and troweled, and angles made straight.

COVES.

27. That are bracketed by iron men or carpenters may be done with rod and darby. Where they are not bracketed as above, coves shall be run with a mold, and ceilings and walls shall be screeded and rods shall be put up to run from.

BULL NOSES.

28. All bull noses shall be run with a mold.

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GAUGED MORTAR.

29. Where gauged mortar is used the first coat may be doubled up and finished as soon as it has set.

WORK ON WIRE AND METAL LATH.

30. All work on wire and metal lath, where a finish coat is desired, must be done with three-coat work.

LUMPING.

31. No persons employing plasterers shall lump a job or any part thereof to any journeyman plasterer so employed, and no journeyman plasterer shall be allowed to work on any such job.

WORK.

32. All work shall be done in a good and workmanlike manner, and the employer shall allow a reasonable amount of time to have same done, and any journeyman plasterer failing to do so shall be compelled to do the work over again at his own time and expense. The joint arbitration committee are hereby empowered to judge any and all work in dispute, and their decision shall be final in all cases.

PATENT OR HARD PLASTER.

33. All hard plaster shall be used in accordance with the directions of the manufacturer making same.

SEGMENT TILE CEILINGS.

34. Nothing in these rules shall be construed as requiring segment tile ceilings to be run with molds.

ORNAMENTAL WORK.

35. Any ornamental plastering work may be cast complete and stuck up by members of the Journeymen Plasterers' Protective and Benevolent Society, provided such ornamental plaster be cast from mitre to mitre.

ORIGINAL CONTRACTOR.

36. The original contractor must finish a job or any part thereof for which he may have a contract, and no journeyman plasterer will be permitted to work on such job for anyone except such original contractor unless by the expressed permission of such original contractor. Final payment shall be evidence of completion of such contract.

Only one member of any firm of contractors shall be permitted to work with tools, this clause having reference to actual work of plastering only.

37. Both parties hereto agree that they will, at their annual election of each year, elect an arbitration committee to serve one year and until their successors are elected and qualified. In case of death, expulsion, removal, or disqualification of a member or members on the arbitration committee, such vacancies shall be filled by the association or union at its next regular meeting.

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38. The arbitration committee for each of the two parties hereto shall consist of five members, and they shall meet not later than the fourth Thursday of January each year in joint session, when they shall organize a joint arbitration board [and] shall elect a president, secretary, treasurer, and umpire.

39. No member who is not actively engaged in the plastering trade or occupies any other offices in his association or union except the office of president, nor holds a public office, either elective or appointive, under the municipal, county, State, or National Government, shall be eligible to act as a representative in this trade arbitration board; and any member shall become disqualified to act as member of this trade joint arbitration board and cease to be a member thereof immediately upon his election or appointment to any other office in his association or union or to any public office or employment. No foreman shall act on arbitration committee except with the consent of the Journeymen Plasterers' Protective and Benevolent Society of Chicago.

40. An umpire shall be elected who is in no wise affiliated or identified with the building industry, and who is not an employee nor an employer of labor, nor an incumbent of political office.

41. The joint arbitration board shall meet to transact business from time to time as occasion may demand. Meetings may be called on three days' notice by the president upon application of three members.

42. When a dispute or grievance arises between a journeyman and employer (parties hereto), or an apprentice and his employer, the question at issue shall be submitted in writing to the presidents of the two organizations, and upon their failure to agree and settle it within two working days, or if one party to the dispute is dissatisfied with their decision, it then shall be submitted to the joint arbitration board at its next meeting. They shall hear the evidence and decide in accordance therewith by majority vote by secret ballot, [decision to] be rendered in writing and be final and binding on both parties.

43. If the joint arbitration board is unable to agree, the umpire shall be requested to sit with them, and, after he has heard the evidence, cast the deciding vote.

44. The joint arbitration board has the right to summon any member or members affiliated with either party against whom complaint is lodged for breaking this joint arbitration agreement or working rules, and also appear as witnesses. The summons shall be handed to the president of the association or union to which the member belongs, and he shall cause the members or member to be notified to appear before the joint board on date set. Failure to appear when notified, except (in the opinion of the board) valid excuse is given, shall subject a member to a fine of twenty-five dollars ($25.00) for the first default, fifty dollars ($50.00) for the second, and suspension for the third.

45. The salary of a representative on the joint arbitration board shall be paid by the association or union he represents.

46. Any member or members affiliated with either of the two parties hereto violating any part of this agreement, or the working rules established by the joint arbitration board, shall be subject to a fine from ten to two hundred dollars, which fine shall be collected by the president of the association or union to which the offending member or members belong, and by him paid to the treasurer of the joint arbitration board not later than thirty days after the date of the levying of the fine.

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47. If the fine is not paid by the offender or offenders, it shall be paid out of the treasury of the association or union of which the offender or offenders were members at the time the fine was levied against him or them and within sixty days from date of levying same; or in lieu thereof the association or union to which he or they belong shall suspend the offender or offenders and officially certify such suspension to the joint arbitration board within sixty days from the time of fining, and the joint arbitration board shall cause the suspension decree to be read by the president of both the association and union at their next regular meetings, and then post said decree for sixty days in the meeting rooms of the association and union. No one who has been suspended from membership in the association or union for neglect or refusal to abide by the decision of the joint arbitration board can be admitted to membership except by paying his fine or by unanimous consent of the joint arbitration board.

The joint agreement and working rules shall work in conformity with the working rules of the Operative Plasterers' International Association.

On behalf of the Chicago Employing Plasterers' Association.

T. J. McNulty,
William Gavin,
Oscar A. Reum,
R. S. Holdeman,
John A. Boland,
Arbitration Committee.

On behalf of the Journeymen Plasterers' Protective and Benevolent Society.

John Donlin,
George E. Carter,
Daniel McKendry,
Anthony J. Mullaney,
Arbitration Committee.

This agreement and working rules as above set forth shall go into effect April 1, 1903, and be in effect until April 1, 1906.

ARTICLES OF AGREEMENT BETWEEN THE ILLINOIS CENTRAL RAILROAD COMPANY AND THE BLACKSMITHS EMPLOYED THEREON.

Articles of agreement between the Illinois Central Railroad Company, parties of the first part, and the blacksmiths employed thereon, members of the International Brotherhood of Blacksmiths, parties of the second part:

Article 1.

Section 1. This agreement shall be in effect on and after June 1, 1902, and shall be in force for the period of one year.

Sec. 2. No alteration or abridgment of this agreement shall take effect on the part of either of the parties hereunto signed unless sixty days' notice shall have been given by the party desiring such change to the other party to this agreement.

Sec. 3. No unjust discrimination shall be made against blacksmiths employed on the system of the Illinois Central Railroad Company

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because of their affiliation with the International Brotherhood of Blacksmiths.

SEC. 4. Should it become necessary to blacksmith employed in any of the shops on the system to visit points at a distance from their usual place of employment, to meet officials of the company, free transportation shall be granted them the same as other employees are on similar business.

SEC. 5. The regular standard working day shall be 10 hours per day; overtime after 6 p. m.; time and one-half shall be allowed for each hour's work performed thereafter, and time and one-half for each hour worked on Sundays and legal holidays. Holidays shall be Christmas Day, New Year's Day, Memorial Day, Fourth of July, Labor Day, and Thanksgiving Day.

ARTICLE II.

SECTION 1. Apprentices: One apprentice shall be employed in each blacksmith shop of the system, regardless of the number of blacksmiths employed therein, and one apprentice to be employed for every five blacksmiths thereafter.

SEC. 2. No apprentice shall be employed who shall be under 16 years of age or who shall be over 21 years of age.

SEC. 3. The standard rate of pay for apprentices shall be as follows: First year, $0.11 per hour; second year, $0.12 per hour; third year, $0.13 per hour; fourth year, $0.15.

ARTICLE III.

SECTION 1. The minimum rate of pay for blacksmiths at Burnside shops, Illinois Central Railroad Company, shall be as follows: Blacksmiths who have worked 4 years or more at fire, $0.30 per hour; hammermen and machine bolt makers who have worked 4 years or more at said machine, $0.30 per hour, except frame fire and big steam hammer, $0.35 per hour, and all heavy fires that have paid $0.30 per hour heretofore, $0.32½ per hour.

SEC. 2. All helpers who are now running fires shall receive 10 per cent advance in pay and 10 per cent advance every year until they shall receive the minimum rate of blacksmiths.

SEC. 3. The apprentice system shall not affect those helpers who are now running fire.

ARTICLE IV.

SECTION 1. The minimum rate of pay for helpers who get promoted to bolt machines, bulldosers, and compressed-air forgers shall be: One year, $0.21 per hour; 2 years, $0.23 per hour; 3 years, $0.25 per hour; 4 years, $0.27 per hour.

SEC. 2. There shall be no discrimination by the company against any persons or committees representing a grievance or acting for others in the adjustment thereof.

Signed for the Illinois Central Railroad:

——— ———.
——— ———.

For the International Brotherhood of Blacksmiths:

——— ———.
——— ———.
——— ———.

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AGREEMENT BETWEEN THE CONTRACTING BRICKLAYERS AND THE HOD CARRIERS' UNIONS OF CINCINNATI AND VICINITY.

This agreement between the contracting bricklayers and the hod carriers' unions of Cincinnati and vicinity is hereby agreed to from April, 1902, to the 1st of April, 1904.

It is hereby agreed that the contractors have the right to employ any kind of labor they desire, to unload brick and building material used in brickwork from cars, boats, wagons, etc., and to wheel the said material to the place most convenient, and also the hod carriers deliver all material from such points to the bricklayers.

It is further agreed that the contractors have the right to employ whatever kind of labor they may desire for the handling and making of all scaffolding.

Also that the contractors have the right to employ any kind of labor that may be to their interest to attend patch jobs, boiler repairing, paving, etc. All hod carriers must furnish their own hods.

It is agreed that the wages shall be 35 cents per hour from April, 1902, to April 1st, 1904, and all overtime to be time and half, and hod carriers to get time and half for Sundays and such holidays as bricklayers may receive time and half for.

There shall be a standing committee of three members of each organization to act as an arbitration committee, to whom all difficulties that may arise shall be referred, and no stoppage of work shall take place until the said committee reports that they can not agree, and such committee shall meet within 48 hours after the difficulty arises; if after the committee can not agree then both parties or organizations shall call a special meeting at once to hear report and take action thereon.

This agreement is to take effect on date of acceptance, and there shall be no demand made on the contracting bricklayers and no stoppage on account of the so-called sympathy strikes during the time this agreement is in force.

It is further agreed that if there is to be any change in wages that such change must be asked for six months in advance of the expiration of this agreement.

For contracting bricklayers by
J. Hesterberg.
M. P. Scully.
William Harders.
Charles E. Iliff.

For hod carriers unions by
W. W. Cordell.
W. F. Davis.
Sidney Gay.
C. A. Farmer.

AGREEMENT BETWEEN LOCAL NO. 109, I. L., M. AND T. A., AND THE LAKE CARRIERS' ASSOCIATION.

BUFFALO GRAIN SCOOPERS LOCAL 109.

This agreement, made and entered into at the city of Detroit, Michigan, on the sixth day of March, 1903, by and between the International Longshoremen, Marine and Transportworkers' Association, party of

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the first part, and the Lake Carriers' Association, a corporation of the State of West Virginia, party of the second part, witnesseth as follows:

1. This agreement is made for the handling of grain at the port of Buffalo for the season of 1903.

2. All men employed by the superintendent for the purpose of handling grain at the port of Buffalo shall be members of the local organization of the I. L., M. and T. A., whenever such men can be had. When such men can not be had, the superintendent has the right to secure any other men who can perform the work in a satisfactory manner until such time as members of the I. L., M. and T. A. can be secured. No man shall be discharged without just cause, and he shall be notified of the cause of such discharge.

3. In the event of any controversy arising between the I. L., M. and T. A. or local organization and the Lake Carriers' Association or superintendent, or in the event of the men or local organization having any grievance, the men shall continue the work, and any and all such controversies and grievances shall be settled, if possible, by the president of the local organization and the superintendent for the Lake Carriers' Association. If such controversies and grievances can not be settled, then they shall be arbitrated by choosing a third disinterested man, upon whom the president of the local organization and the superintendent for the Lake Carriers' Association shall agree. The decision of any two shall be final. If the president of the local organization and the superintendent for the Lake Carriers' Association can not agree upon a third man, each side shall choose a disinterested man, and the two men thus chosen to choose a third disinterested man, and the said three men shall constitute a board of arbitration. The decision of a majority of said three shall be final, and both parties shall abide thereby. It is expressly agreed that said arbitration board shall meet within ten days after the matter being submitted to them.

4. It is distinctly understood and agreed between the parties to this agreement that no man or boss in an intoxicated condition or under the influence of liquor shall be permitted to work while in that condition. A continued repetition of such condition shall be cause for suspension or discharge.

5. When a gang at any elevator quits or refuses to work on a vessel it shall be considered a violation of this agreement and a gang may be sent from any other elevator governed by this agreement, who shall finish or discharge such vessel after the rules of this agreement as though they had originally started her. The men so finishing the cargo shall receive the entire pay for discharging or unloading all of that cargo, or at least that portion of it consigned to the elevator at which the men quit or refused to work. The men so refusing to work said vessel shall be discharged or suspended, as may be determined by the president of the local organization and the superintendent for the Lake Carriers' Association.

6. Boss scoopers shall be appointed by the superintendent. It is understood and agreed that they be members of the Scoopers' Local Union.

7. The wage scale for unloading grain shall be \$2.12½ per thousand bushels, except where cargo is started on or after 6 p. m. Saturday or any time up to 7 a. m. Monday or coming partially unloaded from another elevator after 6 p. m. Saturday. Such cargoes shall be paid for at the rate of \$3.12½ per thousand bushels. It is understood, how-

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ever, that all cargoes started prior to 6 p. m. Saturday and worked continuously at the same elevator shall be unloaded at the regular rate.

8. The compensation for handling wet grain or lightering cargoes when vessels are aground shall be at the rate of thirty-five cents per hour.

9. It is further mutually understood and agreed by and between both parties to this agreement that no saloon or political influence shall be allowed or practiced by representatives or employees of either parties.

10. Legal holidays shall mean Decoration Day, Fourth of July, Labor Day, and Thanksgiving Day. No other holidays shall be recognized.

11. The supervising bosses shall have power to hire and discharge men for cause, employing only members of Local 109 in good standing.

12. The president of Local 109 shall appoint the timekeepers for the gangs at the different elevators.

13. It is further agreed and understood that any matter not herein mentioned will remain as heretofore.

In witness whereof the Lake Carriers' Association has caused this agreement to be subscribed to by its president, and the International Longshoremen, Marine and Transportworkers' Association has caused the same to be duly executed by its representatives, as well as by the representatives of Local No. 109, also duly authorized.

Lake Carriers—
- Wm. Livingstone, *President.*
- H. Coulby.
- H. A. Hawgood.
- E. T. Evans.
- Edward Smith.

I. L., M. & T. A.—
- Daniel J. Keefe, *President.*
- J. J. Joyce, *Pres. Local 109.*
- Thos. Cavanaugh.
- J. J. McGowan.

AGREEMENT OF NEW YORK METAL TRADES ASSOCIATION WITH DISTRICT LODGE NO. 2 OF BROTHERHOOD BOILER MAKERS AND IRON SHIP BUILDERS.

Memorandum of agreement, made this 1st day of May, 1903, between the New York Metal Trades Association, represented by Wallace Downey, N. F. Palmer, Andrew Fletcher, jr., Christopher Cunningham, and George Fox; and District Lodge No. 2 of the Seaboard of the Brotherhood of Boiler Makers and Iron Ship Builders of America, represented by T. R. Foy, W. F. Cochran, J. Kay, J. Woodside, and T. R. Devlin, and F. J. McKay and D. A. Malloy.

Witnesseth: That the custom prevailing in regard to hours of work in the several plants of the members of the New York Metal Trades Association shall be continued.

That boiler makers, riveters, chippers, and calkers shall receive $3 per day, and flange turners, anglesmiths, layers out, and fitters up shall receive five per cent advance.

That all overtime remain as at present, and overtime shall be dispensed with as far as possible.

Only straight time will be allowed for time worked on Saturday afternoon; but a half holiday on Saturday afternoon without pay may be granted by arrangement between the employer and workmen.

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When any workman is discharged or laid off he shall be paid without unreasonable delay.

When a workman leaves the service of an employer of his own accord he will receive the pay due him at the next regular pay day.

There shall be no restriction or discrimination on the part of workmen as to the handling of any materials entering into the construction of the work upon which they are employed.

There shall be no limitation placed upon the amount of work to be performed by any workman during working hours.

There shall be no restriction as to the use of machinery or tools, or as to the number of men employed in the operation of the same.

There shall be no restriction whatever as to the employment of foremen.

There shall be no sympathetic strikes called on account of trades disputes.

No person other than those authorized by the employer shall interfere with workmen during working hours.

The employer may employ or discharge, through his representative, any workman as he may see fit; but no workman is to be discriminated against on account of his connection with a labor organization.

Necessary car fares and ferriages shall be paid to workmen when they are sent from plants to jobs.

In cases where misunderstandings or disputes arise between the employer and workmen the matter in question shall be submitted to arbitration, without strikes, lockouts, or the stoppage of work, pending the decision of the arbitration.

Each member of the New York Metal Trades Association affected by this agreement shall be held individually only for the performance of the same, and his or its violation of this agreement shall subject such member to expulsion from the association.

The above rules and regulations to continue for one year from May 1, 1903.

In consideration of the strike at the yard of the Townsend-Downey Shipbuilding Company being declared off immediately this company agrees to conform to the hours of work prevailing in other yards of the members of the New York Metal Trades Association.

In witness whereof the parties to this agreement have signed the same in duplicate the day and year first above written.

New York Metal Trades Association,

By Wallace Downey.
N. F. Palmer.
Andrew Fletcher, Jr.
Christopher Cunningham.
George Fox.

District Lodge No. 2 of the Seaboard of the Brotherhood of Boiler Makers and Iron Ship Builders of America,

By Wm. F. Cochran.
Thomas R. Foy.
James Kay.
Thomas Devlin.
James Woodside.
Francis J. McKay.
David A. Malloy.

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RECENT REPORTS OF STATE BUREAUS OF LABOR STATISTICS.

CONNECTICUT.

Eighteenth Annual Report of the Bureau of Labor Statistics for the year ending November 30, 1902. Harry E. Back, Commissioner. 568 pp.; Appendix, 56 pp.

The following subjects are considered in this report: Statistics of towns, 62 pages; new mill construction, 30 pages; statistics of manufactures, 137 pages; industrial history of Connecticut, 81 pages; history of organized labor, 171 pages; strikes and lockouts, 21 pages; free public employment bureaus, 39 pages; Connecticut labor laws, 49 pages.

Statistics of Towns.—Under this presentation are given the date of incorporation, population and area, and the expenditures for maintenance and operation for the fiscal year 1901 of the 168 towns of the State; also the per capita debt, the per capita assessed valuation of property, and the per capita expenditure for maintenance. The whole amount expended by the various towns, cities, and boroughs during the year covered by the investigation was $10,311,543, which is equal to $11.35 per capita of the total population of the State. The per capita expenditure ranged from $3.83 in the town of Thompson to $19.08 in New Haven.

New Construction.—This section gives a list of buildings or additions erected during the year ending July 1, 1902, to be used for manufacturing purposes. Location, material, dimensions, and cost of construction are given for each new structure; also increase in the number of employees caused by building. In 43 towns of the State 126 concerns erected 158 additions and new factories, at a total reported cost of $2,427,572. The additional number of employees provided for by 63 of the 126 establishments was 4,163.

Statistics of Manufactures.—This part of the report consists chiefly of three tables showing, by industries, the number of employees, number of days in operation, total wages paid, average annual and daily earnings, value of products, percentage of labor cost of value of products, and percentage of other expenses and profits. These items are reported for the years 1901 and 1902, and, except for the last two items, there is given the percentage of increase or decrease for the latter year. Summaries and analytical text are also given. A sum-

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mary of the more important data for the fiscal year 1902 is presented in the table following:

STATISTICS OF MANUFACTURES FOR THE FISCAL YEAR 1902.

Industries.	Establishments reporting.	Average persons employed.	Average days in operation.	Average annual earnings per employee.	Amount paid in wages.	Gross value of product.	Per cent of labor cost of gross value of product.
Brass and brass goods	86	23,266	293.0	$496.33	$11,547,596	$57,901,990	19.5
Carriages and carriage parts	15	801	302.4	675.60	541,159	1,501,670	36.0
Corsets	11	3,876	294.5	299.43	1,160,600	4,518,816	25.9
Cotton goods	29	6,565	301.3	344.67	2,262,782	7,057,962	17.8
Cotton mills	25	9,486	305.6	338.41	3,210,141	10,015,897	30.6
Cutlery and tools	40	2,836	296.8	522.65	1,482,228	3,361,790	44.1
General hardware	41	10,220	304.6	486.98	4,976,698	12,426,943	36.8
Hats and caps	21	2,865	284.3	463.88	1,329,012	4,955,009	26.8
Hosiery and knit goods	13	2,245	289.4	340.13	763,586	2,865,729	26.6
Iron and iron foundries	45	6,138	296.8	562.17	3,450,630	8,817,332	37.0
Leather goods	10	405	300.0	502.19	203,222	1,214,189	15.6
Machine shops	91	11,549	299.0	558.80	6,453,593	17,680,354	35.3
Musical instruments and parts	12	1,780	293.9	514.41	915,643	3,289,571	27.8
Paper and paper goods	51	3,264	294.1	389.52	1,271,394	5,831,579	21.5
Rubber goods	15	5,445	296.8	517.10	2,815,116	20,743,315	13.6
Shoes	5	173	307.0	429.88	74,369	239,271	31.1
Silk goods	31	6,764	300.0	381.25	2,578,784	11,968,950	19.3
Silver and plated ware	25	5,073	289.6	504.24	2,557,994	10,426,345	25.3
Wire and wire goods	19	1,437	289.8	431.76	620,433	2,849,391	21.8
Wood working	21	1,174	296.4	476.08	558,437	1,718,924	33.1
Woolens and woolen mills	52	8,145	297.9	401.36	3,269,085	15,386,679	21.0
Miscellaneous	97	7,808	298.5	458.70	3,581,051	10,338,420	24.9
Total	755	121,315	297.3	458.52	55,623,553	215,110,126	25.3

From the foregoing table it appears that the percentage of labor cost of gross value of product was the greatest in the cutlery and tools industry, it being 44.1, while in the rubber goods industry it was the smallest, it being but 13.6. The manufacture of carriages and carriage parts shows the highest average annual earnings per employee, viz, $675.60, while the manufacture of corsets, on the other hand, shows the lowest, or $299.43.

Statistics of identical establishments for 1901 and 1902 show the following comparisons: For average persons employed, 1902 shows an increase over 1901 of 7.8 per cent; for average days in operation, 1902 shows an increase over 1901 of 0.8 per cent; for average annual earnings per employee, 1902 shows an increase over 1901 of 3.7 per cent; for amount paid in wages, 1902 shows an increase over 1901 of 11.5 per cent, and for gross value of product, 1902 shows an increase over 1901 of 12.4 per cent.

Industrial History.—This history of the industries of the State is arranged and treated under the "Colonial Period," embracing the time from the first settlement until the Revolutionary war, and the "Period from the commencement of the Revolutionary war until 1900." The histories of the six largest cities are grouped in the order of the number of their industries, and the histories of the towns are arranged alphabetically under the counties in which they are located. Finally there are industrial statistics by counties, and the years of the chartering or formation of all manufacturing corporations in Connecticut.

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History of Organized Labor.—The career of organized labor in Connecticut from the earliest organization in 1811 to the present time is treated under this caption. The history of each union shows date of organization, benefit features, present membership, receipts during the past fiscal year, and other data. During each of the past four years the number of organizations that reported to the State bureau was as follows: In 1899, 214; in 1900, 270; in 1901, 340; and in 1902, 510. In 1901 labor unions were found in 43 different towns of the State and in 1902 in 48 different towns. Following the historical presentation is a list of the unions, grouped by towns, with the name and address of the secretary of each union.

Strikes and Lockouts.—Under this head are given brief accounts of the labor troubles of the State for the year ending October 30, 1902, and a tabulated statement showing the date, class of labor, name of employer, location, number of employees involved, duration, causes and results of 104 disputes. Of the 104 strikes, 62 resulted more or less favorably to the strikers, 39 were entirely unsuccessful, 1 was temporarily adjusted, and 2 remained unsettled. The number of employees involved in these strikes was 10,141, with a reported loss of time of 235,453 days, and of wages to the amount of $353,180.

Free Public Employment Bureaus.—The operations of the five free public employment bureaus, provided for under the law of May 29, 1901, for the year ending December 1, 1902, are set forth in this chapter. Details are given showing by sex the number and kind of positions sought for and secured, the class of help wanted, and the nationality of applicants. A summary of the results for the year covered is given in the following table for the five cities in which the bureaus are located:

OPERATIONS OF FREE PUBLIC EMPLOYMENT BUREAUS FOR THE YEAR ENDING DECEMBER 1, 1902.

Location.	Applications for situations.		Applications for help.		Positions secured.	
	Males.	Females.	Males.	Females.	Males.	Females.
New Haven	2,140	1,620	637	1,215	608	948
Hartford	2,971	2,572	1,549	2,783	1,428	1,562
Bridgeport	844	2,118	676	2,357	535	1,538
Norwich	328	335	155	336	122	241
Waterbury	478	792	251	1,007	180	517
Total	6,761	7,437	3,268	7,698	2,873	4,806

Of the 4,806 females securing situations 3,355 were engaged for some form of domestic work. A wide range of occupations is shown in the returns for males, a considerable number taking places as skilled workmen. The largest single class of males aided by the bureaus was farm laborers, 886 of whom were placed. Shopmen and teamsters come next in order, the number of these being 324 and 183,

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respectively. Of laborers and general workers, 165 of each class were placed.

Labor Laws.—In an appendix to the report are presented the labor laws of the State. These have been completely revised since the issue of the last bureau report, so as to correspond with the general statutes of Connecticut, revision of 1902.

MAINE.

Sixteenth Annual Report of the Bureau of Industrial and Labor Statistics for the State of Maine. 1902. Samuel W. Matthews, Commissioner. 220 pp.

The subjects presented in this report are: The granite industry, 45 pages; artificial stone, 3 pages; brickmaking, 7 pages; new features in the lime industry, 8 pages; slate, 1 page; trade unions, 30 pages; factories, mills, and shops built, 4 pages; the cotton industry, 4 pages; the woolen industry, 4 pages; railroads, 3 pages; development of Rumford Falls, 39 pages; agricultural statistics, 27 pages; population statistics, 7 pages; report of the inspector of factories, workshops, mines, and quarries, 25 pages.

The Granite Industry.—An extended account is given of this industry, which ranks among the leading ones of the State. From returns made to the labor bureau, by practically all the quarries in operation during 1901, the following summary of the more important facts is presented: The capital invested in the industry amounted to $2,915,000, the production for 1901 amounted to $2,689,300, and the number of workmen aggregated 3,502, of whom 814 were quarrymen, 1,242 granite cutters, 151 blacksmiths, 784 paving cutters, 350 common laborers, and 161 other workmen, such as engineers, carpenters, polishers, etc.

The amount paid out for labor was a little over $2,000,000. The rates of wages per day paid to the different classes of workmen were $2.80 to $3.20 to granite cutters, $1.75 to $2 to quarrymen, $2.80 to blacksmiths, $1.50 to $1.75 to common laborers, and $1.75 to $2.50 to other laborers, including polishers, engineers, carpenters, etc. Paving cutters working by the piece (1,000 blocks) made from $2.25 to $2.50 per day. All granite cutters worked 8 hours per day, while quarrymen, blacksmiths, and other classes of laborers worked 8 hours in some plants and 9 in others. Labor was quite generally organized.

Trade Unions.—A list of the labor unions by cities and towns is given with membership, initiation fees, dues, benefit features, daily hours of labor, daily wages, and other essential facts. According to returns received by the bureau there were about 150 labor organizations in the State, with a membership between 10,000 and 12,000. In the

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following statement is presented the hours of labor of the principal organized trades, with the minimum and maximum daily wages:

HOURS OF LABOR PER DAY AND MINIMUM AND MAXIMUM DAILY WAGES IN PRINCIPAL ORGANIZED TRADES.

Organized trades.	Hours of labor.	Minimum and maximum wages.	Organized trades.	Hours of labor.	Minimum and maximum wages.
Bricklayers, plasterers, and masons	9	$3.00-$3.50	Plumbers, gas fitters, and steam fitters	9	b$3.00
Carpenters and joiners	9	2.00- 2.50	Quarrymen	(c)	$1.75- 2.25
Cigar makers	8	a2.50	Sawmill employees	10	b1.50
Granite cutters	8	2.80- 3.20	Sheet-metal workers	9	1.75- 2.25
Iron molders	9	2.25- 3.00	Slasher tenders	10	a2.00
Loom fixers	10	1.50- 1.75	Slate, gravel, and metal roofers	9	2.00- 2.50
Machinists	10	2.00- 2.50	Stove mounters	9	1.75- 2.25
Mason tenders	9	1.75- 2.00	Team drivers	9	1.75- 2.25
Painters, paperhangers, and decorators	9	a2.50			

a Average wages. b Minimum wages. c 9 hours in some localities, 8 in others.

FACTORIES, SHOPS, AND MILLS BUILT.—The returns show that in 91 towns 129 buildings were erected, or enlarged, remodeled, etc., during the year 1902 at a total cost of $2,776,930. These improvements provided for 5,017 additional employees. The returns for the 12 years, 1891 to 1902, are summarized below:

FACTORIES, MILLS, AND SHOPS BUILT OR ENLARGED, ETC., DURING THE YEARS 1891 TO 1902.

Year.	Number of towns.	Number of buildings.	Aggregate cost.	New employees.
1891	86	110	$3,023,850	4,278
1892	89	114	2,128,000	4,312
1893	81	108	841,725	2,526
1894	48	55	663,700	1,039
1895	75	102	1,367,800	2,797
1896	62	77	1,055,900	1,470
1897	74	95	827,600	2,339
1898	64	72	675,100	2,024
1899	103	138	6,800,700	4,990
1900	114	167	2,174,825	5,539
1901	94	121	5,638,200	6,337
1902	91	129	2,776,930	5,017

COTTON AND WOOLEN INDUSTRIES.—For the year ending June 30, 1902, returns were received for 11 cotton mills and 22 woolen mills, showing for each the capital invested, cost of material, value of product, number of employees by sex and age, weeks in operation, and total annual and average weekly wages paid. In the 11 cotton mills there was a total investment of $13,391,722, a product of $12,383,041, and a wage payment of $4,057,111 to 12,071 employees, of which 5,323 were men, 6,224 women, and 524 children under 16 years of age. The cost of material used amounted to $7,093,385, and the mills were in operation an average of 51 weeks during the year. In the 22 woolen mills there was a total investment of $3,589,564, a product of $5,875,916, and a wage payment of $1,314,188 to 3,072 employees, of whom 2,078 were men, 955 women, and 39 children under 16 years of age. The

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cost of material used amounted to $3,639,005, and the mills were in operation an average of 51¾ weeks during the year.

Ten of the cotton and 18 of the woolen mills also reported in 1901, so that comparative statistics can be presented for identical establishments as follows:

STATISTICS OF 10 COTTON MILLS AND 18 WOOLEN MILLS, 1901 AND 1902.

Items.	10 cotton mills.		18 woolen mills.	
	1901.	1902.	1901.	1902.
Capital invested	$13,075,219	$13,251,722	$3,296,027	$3,187,064
Cost of material	$6,434,148	$7,013,385	$2,534,386	$3,098,647
Wages paid	$3,787,797	$4,022,111	$985,629	$1,130,695
Value of product	$11,289,049	$12,183,041	$4,284,884	$5,050,477
Average weekly wages:				
Men	$7.75	$7.81	$8.99	$9.24
Women	$5.88	$5.85	$6.59	$6.83
Children	$3.15	$3.07	$3.74	$3.91
Average weeks in operation	50.6	51.0	50.8	51.9
Average number of employees:				
Men	5,221	5,298	1,736	1,787
Women	6,015	6,149	759	800
Children	518	524	36	37
Total	11,754	11,971	2,531	2,624

A comparison of the two years shows that in both branches of industry there was a considerable increase in the cost of material used during 1902, and also in the amount paid out in wages and in the value of product. The average weeks in operation and the average number of employees likewise show increases in 1902. In the cotton industry the average weekly wages of women and children were slightly lower in 1902 than in 1901; but for men in the cotton industry, and for all classes of help in the woolen, 1902 shows an increase over 1901.

The following table shows the proportion of the value of product applied to cost of material, to wages, and remaining for minor expenses and profits; also the annual average earnings per employee in these two industries for the years 1899 to 1902:

PER CENT OF VALUE OF PRODUCT APPLIED TO COST OF MATERIAL, TO WAGES, AND TO MINOR EXPENSES AND PROFITS, AND AVERAGE ANNUAL EARNINGS PER EMPLOYEE IN THE COTTON AND WOOLEN INDUSTRIES, 1899 TO 1902.

Year.	Cotton industry.				Woolen industry.			
	Per cent of value of product applied to—			Average annual earnings.	Per cent of value of product applied to—			Average annual earnings.
	Cost of material.	Wages.	Minor expenses and profits.		Cost of material.	Wages.	Minor expenses and profits.	
1899	51.8	36.6	11.6	$300.00	65.5	21.7	12.8	$354.71
1900	53.9	35.0	11.1	319.62	55.9	21.9	22.2	416.10
1901	57.1	33.5	9.4	321.11	60.0	22.6	17.4	388.77
1902	57.3	32.8	9.9	336.10	61.9	22.4	15.7	427.80

In the cotton industry it is noticeable that the per cent of value of product applied to cost of material is greatest in 1902, there having been

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a gradual increase since 1899, while the proportion applied to wages has decreased since 1899, although the average annual earnings have increased. The movements have been more irregular in the woolen industry, cost of material rating highest in 1899 and lowest in 1900. The proportion, however, applied to wages shows considerable regularity, being 21.7 per cent and 21.9 per cent in 1899 and 1900, and 22.6 per cent and 22.4 per cent in 1901 and 1902. Again, average annual earnings show an irregular movement, being $354.71 and $416.10 in 1899 and 1900, and $388.77 and $427.80 in 1901 and 1902.

Railroads.—On June 30, 1902, there were 7,477 employees upon the 20 steam railroads of the State. The amount paid in wages by these roads aggregated $3,967,274.53. The average daily wages, including general officers, increased from $1.79 in 1901 to $1.81 in 1902; and, not including general officers, from $1.69 in 1901 to $1.76 in 1902.

On June 30, 1902, there were employed upon the street railways of the State 1,002 persons, to whom were paid $491,108.67 in wages. The average daily wages on street railways was $1.65. It is estimated that from 30,000 to 35,000 persons were dependent upon the railroad employees in the State.

Agricultural and Population Statistics.—This consists of statistics of agriculture and population compiled from the returns of the Twelfth Federal Census so far as they relate to the State of Maine.

MASSACHUSETTS.

Thirty-second Annual Report of the Massachusetts Bureau of Statistics of Labor. March, 1902. Horace G. Wadlin, Chief. xviii, 357 pp.

The following are the subjects presented in this report: Part I, labor chronology (1900), embracing hours of labor, wages, trade unions, strikes and lockouts, social and industrial benefits, and labor legislation, 129 pages; Part II, labor chronology (9 months ending September 30, 1901), embracing strikes and lockouts, wages, hours of labor, trade unions, social and industrial benefits, and labor legislation, 107 pages; Part III, prices and cost of living, 1872, 1881, 1897, and 1902, 76 pages; Part IV, labor laws of Massachusetts, 43 pages.

Hours of Labor.—The information relative to hours of labor, presented chronologically for the different cities and towns of the State, includes actions of trade unions, employers, and employees. The trend of the movements, on the whole, has tended to the lessening of the hours of labor of employees. In the 9 months' period ending September 30, 1901, the shorter working day, in most instances, was established without a reduction in wages. The weekly half holiday during the summer months has been quite generally adopted in almost all branches of trade, while the early closing movement for retail stores has met with much favor. The number of movements relating to

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hours of labor for the entire year 1900 was 429, while the number for the 9 months ending September 30, 1901, was 273. In the table following is given, by months, the number of cities and towns in which action was taken relative to hours of labor during the year 1900 and 9 months ending September 30, 1901:

NUMBER OF CITIES AND TOWNS IN WHICH ACTION WAS TAKEN RELATIVE TO HOURS OF LABOR, 1900 AND 1901.

1900.	Cities.	Towns.	Total.	1901.	Cities.	Towns.	Total.
January	11	12	23	January	9	5	14
February	8	8	16	February	9	4	13
March	12	13	25	March	10	11	21
April	15	8	23	April	13	10	23
May	14	7	21	May	15	8	23
June	12	8	20	June	16	7	23
July	12	14	26	July	17	20	37
August	7	13	20	August	7	6	13
September	7	13	20	September	5	6	11
October	10	14	24				
November	7	7	14				
December	12	10	22				

Wages.—The facts here presented show chronologically the wage movements in the cities and towns of the State for the year 1900, and 9 months ending September 30, 1901, together with the initiative of such actions, whether by employers, employees, or trade unions. The wage movements for 1900 numbered 187, of which 104 were increases, 11 were reductions, 35 were demands for increases refused, 26 were agreements, and 11 were other movements. The movements for 9 months ending September 30, 1901, numbered 108, of which 60 were increases, 14 were reductions, 7 were demands for increases refused, 20 were agreements, and 7 were other movements. In the table following is given, by months, the number of cities and towns in which action was taken relative to wages during the year 1900, and nine months ending September 30, 1901:

NUMBER OF CITIES AND TOWNS IN WHICH ACTION WAS TAKEN RELATIVE TO WAGES, 1900 AND 1901.

1900.	Cities.	Towns.	Total.	1901.	Cities.	Towns.	Total.
January	15	19	34	January	6	5	11
February	10	5	15	February	5	....	5
March	9	3	12	March	8	3	11
April	4	1	5	April	8	1	9
May	9	2	11	May	6	1	7
June	7	2	9	June	3	3	6
July	3	1	4	July	6	2	8
August	8	....	8	August	6	....	6
September	1	....	1	September	4	....	4
October	2	3	5				
November	3	1	4				
December	4	1	5				

Trade Unions.—The information presented under this title shows the subjects considered and the actions taken by trade unions during 1900 and 9 months ending September 30, 1901. Following is a classi-

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fication of the movements under ten general headings, with the number of actions properly belonging to each classification:

NUMBER OF ACTIONS TAKEN BY TRADE UNIONS, 1900 AND 1901, BY NATURE OF ACTION.

<table>
<tr><th rowspan="2">Nature of action.</th><th colspan="2">Number.</th></tr>
<tr><th>1900.</th><th>1901.</th></tr>
<tr><td>Trade-union movements</td><td>350</td><td>379</td></tr>
<tr><td>Wages and hours of labor</td><td>221</td><td>140</td></tr>
<tr><td>Formation of new unions</td><td>118</td><td>140</td></tr>
<tr><td>Individuals and firms</td><td>50</td><td>15</td></tr>
<tr><td>City and town government</td><td>39</td><td rowspan="2">17</td></tr>
<tr><td>State government</td><td>36</td></tr>
<tr><td>Affiliations</td><td>35</td><td>31</td></tr>
<tr><td>National government</td><td>22</td><td>4</td></tr>
<tr><td>Strike movements</td><td>17</td><td>30</td></tr>
<tr><td>Corporations and trusts</td><td>11</td><td></td></tr>
<tr><td>Total</td><td>899</td><td>756</td></tr>
</table>

The classification termed "trade-union movements" represented the largest number of actions, comprising 39 per cent of the whole number in 1900 and 50 per cent in 1901. Among the movements included under the above term may be mentioned the following: Donations to striking unions, label agitation, stoppage allowances, annual reports, fining of members, placing of boycotts, dissolution of unions, curtailment of benefits, voting establishments "fair" and "unfair," grievances over introduction of new machinery or change of work, etc.

STRIKES AND LOCKOUTS.—Under this title is presented a chronological record, by cities and towns, of the labor disagreements occurring in the State during 1900 and 9 months ending September 30, 1901. A condensed summary of the causes and results of the disagreements appears in the tabular statements following:

CAUSES AND RESULTS OF STRIKES, 1900 AND 1901.

[Under "Succeeded partly" is included those strikes satisfactorily adjusted and those compromised. No distinction is made between strikes and lockouts.]

Causes of strikes.	Results of strikes.					Total strikes.
	Succeeded.	Succeeded partly.	Failed.	Pending.	Not stated.	
1900.						
Hours of labor	3	2	4		1	10
Hours of labor and wages	7	8	12	1		28
Wages	23	26	34	1	6	90
Other causes	20	13	24	2	2	61
Total	53	49	74	4	9	189
9 months of 1901.						
Hours of labor	8	4	4	1	4	21
Hours of labor and wages	15	19	29	3	1	67
Wages	15	33	43	3	2	96
Other causes	24	26	35	3	2	90
Total	62	82	111	10	9	274

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Considering results of strikes in 1900, employees were successful in 28.04 per cent of the contests, partly successful in 25.93 per cent, and unsuccessful in 39.15 per cent; in 2.12 per cent of the cases the dispute was pending at the close of the year, and in 4.76 per cent the result was not stated. During the 9 months ending September 30, 1901, 22.63 per cent of the contests were successful, 29.93 per cent partially successful, 40.51 per cent failed, 3.56 per cent were pending at the close of the period, and in 3.28 per cent of the cases the result was not stated.

Considering industries in 1900, the largest number of disagreements occurred in that of boots and shoes, the aggregate being 40. There were 22 in the cotton-goods industry, 12 in woolen goods, 7 in worsted goods, and 6 in tanning, the remainder being distributed among various other industries. For the 9 months ending September 30, 1901, the largest number of disagreements occurred in the boot and shoe industry, the aggregate being 53.

Social and Industrial Benefits.—This section of the report is composed of brief accounts of the action of employers for the benefit of their employees, or to improve the conditions of employment; also of bequests or gifts for education, charity, libraries, hospitals, parks, playgrounds, etc., from whatever source, if intended to improve industrial conditions or to promote the general social welfare. The information is presented chronologically by cities and towns.

Labor Legislation.—This consists of a reproduction of the laws affecting labor passed by the State legislature at its session in 1900 and in 1901. Part IV of the report reproduces that portion of the Revised Laws relating to the employment of labor in Massachusetts, with amendments thereto or additional labor legislation enacted during the session of 1902.

Prices and Cost of Living.—The comparative statistics relative to prices presented in this part of the report are for average retail prices of such commodities as are of ordinary household consumption in the families of working men. The quotations are for the years 1872, 1881, 1897, and 1902, and for certain standard articles classified as groceries, provisions, fuel, dry goods, and boots, and also for rents and board. Comparisons are made between the year 1902 and previous years, showing increases and decreases of prices; and also, by means of statements, showing the quantities of commodities which could be purchased for $1 in each year of the four selected years, the purchase power of money is exemplified.

In order to arrive at more definite conclusions as to the effect upon cost of living, of the changes in prices, a series of budgets of family income and expenses was made use of. These budgets covered 152 families, selected at random in different parts of the State, or of workingmen in various industries, and were believed to represent fairly general or typical conditions.

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From the conclusion of the presentation relative to prices and cost of living the following summarized results are quoted:

PER CENT OF INCREASE OR DECREASE IN PRICE IN 1902 AS COMPARED WITH 1897 AND 1872.

Items.	Per cent of increase or decrease in price in 1902 as compared with—	
	1897.	1872. (a)
Food	+11.16	−19.97
Dry goods and boots	+16.07	−41.01
Rent	+52.43	+ .02
Fuel	+ 9.78	−26.61

a Prices reduced to gold basis.

The average expenditure of a normal family, as shown by the budgets, was $797.83, divided as follows: Food, $428.21; clothing, $109.03; rent, $100.67; fuel and light, $45.93; all other purposes, $113.99. Applying the percentages of change in prices shown in the preceding table to the average expenditure of these families, and using for clothing the percentage variation in the prices of dry goods and boots, and for fuel and light that shown for fuel alone, the first four amounts would become for 1897—food, $385.20; clothing, $93.90; rent, $66; fuel and light, $41.80; or, in the aggregate, $586.90, as against $683.84 in 1902. That is, the absolutely necessary items of food, clothing, rent, and fuel which in 1902 cost $683.84 would have been purchasable for $586.90 in 1897. If, in 1897, the same amount had been spent for sundries as in 1902, the aggregate expense would have been $700.89 as against $797.83. To meet the increase indicated in 1902, supposing no surplus to have existed in either year, would have required an increase of income for the family amounting to $96.94, or 13.83 per cent. The comparison may be made between 1902 and 1872 in the same way, the result showing that the expenditure required in the earlier year to cover the items costing $683.84 in 1902 would have been $882.30; and allowing the same amount for sundries in each year the aggregate for 1872 would be $996.29, as against $797.83 in 1902, showing a decrease in the latter year of $198.46, or 19.92 per cent.

MONTANA.

Eighth Report [Second Biennial] of the Bureau of Agriculture, Labor, and Industry of the State of Montana. 1901-1902. J. A. Ferguson, Commissioner. viii, 733 pp.

Following are the general titles of the subjects treated in this report: Montana (historical and descriptive), 11 pages; lands, 68 pages; agriculture, 57 pages; live stock, 44 pages; labor, 72 pages; the industries, 163 pages; the new industries, 56 pages; miscellaneous, 251 pages.

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LABOR.—A variety of subjects relating to labor are presented under this general head.

The report for strikes and lockouts during 1901 and 1902 shows that in 1901 there were 24 disputes, of which 9 were successful, 11 were compromised, 3 were unsuccessful, and 1 was still pending at the close of the year; in 1902 there were 35 disputes, of which 16 were successful, 12 were compromised, and 7 were unsuccessful.

In reference to the shorter working day the following is quoted: "So general has the short-hour movement been that it can safely be said that not less than 10,000 employees in the State are working from 1 to 5 hours less a day than they were in 1895, and in most cases without any corresponding reduction in wages. The most prominent reduction through legislation was gained through the action of the seventh legislative assembly in 1901, which passed a law limiting the hours of labor in mines, mills, and smelters to 8 a day. This law became operative on May 1, 1901, but the shorter day had been granted by the large mining and smelting companies some months previous to that date."

Under the provisions of an act of the State legislature, passed in 1897, the city of Butte opened on March 10, 1902, a free public employment office. The transactions of the office from the date of opening to November 30, 1902, are shown in the table following:

TRANSACTIONS OF THE BUTTE FREE PUBLIC EMPLOYMENT OFFICE, MARCH 10 TO NOVEMBER 30, 1902.

Month.	Applications for work.			Applications for help.	Positions secured.		
	Male.	Female.	Total.		Male.	Female.	Total.
March 10-31	252	135	387	118	39	54	93
April	95	128	223	297	139	96	235
May	101	133	234	210	52	105	157
June	176	103	279	274	127	86	213
July	224	147	371	355	186	122	308
August	265	262	527	417	191	163	354
September	179	241	420	357	141	162	303
October	165	228	393	323	120	172	292
November	206	194	400	287	126	118	244
Total	1,663	1,571	3,234	2,638	1,121	1,078	2,199

There were 437 males and 380 females who secured positions as hotel and restaurant employees; 618 males secured employment as laborers and 606 females as domestics.

Other subjects considered under the general title "Labor" are the company store law, sanitation, railroad employees, fellow-servant law, wage scales, labor organizations, Chinese and Japanese, etc.

INDUSTRIES.—The amount, value, etc., of production of the various mineral resources of the State for 1900 and 1901 is extensively detailed under this general head; also the product of breweries, and the production of lumber, brick, stone, and flour. During the year 1900

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there were produced by 21 coal mines in the State 1,697,349 tons of coal, the mines paying a total of $1,748,151 for labor. The coal production in 1901 was 1,442,569 tons, and the amount paid for labor $1,610,266. For the year ending June 30, 1901, 20 breweries in the State employed 256 persons and paid $283,310 for labor; for the year ending June 30, 1902, 21 breweries employed 251 persons and paid $265,380 for labor. In the production of brick and other clay products there was expended for labor $185,315 during 1900, and $214,369 during 1901. There is a reproduction of the statistics of manufactures of Montana as given by the Twelfth Census.

Under the general head of "New industries" are given accounts of the recent industrial enterprises undertaken in the State. These include development of the oil fields, woolen manufacture, the working of placer ground by the dredging system, corundum mining, railroad tie preserving, long-distance transmission of electricity, plaster paris and stucco manufacture, marble, grindstone, and graphite production, macaroni manufacture, garment manufacture, and the manufacture of metal fencing.

NEBRASKA.

Eighth Biennial Report of the Bureau of Labor and Industrial Statistics for the years 1901 and 1902. Cyrus E. Watson, Deputy Commissioner. xxii, 401 pp.

The subjects presented in this report are: Enforcement of the female labor law, 55 pages; crop statistics, 25 pages; child labor and compulsory education, 11 pages; marriages and divorces, 33 pages; strikes and lockouts, 36 pages; labor organizations, 12 pages; Nebraska farm lands, 23 pages; beet sugar industry, 31 pages; State of Nebraska, 11 pages; Omaha, Lincoln, and South Omaha, 18 pages; statistical summary, 135 pages. Two appendixes conclude the report, in the first of which is reproduced a Connecticut act, approved May 29, 1901, concerning employment bureaus, and in the second a Missouri act, approved March 7, 1901, concerning mediation and arbitration.

Enforcement of the Female Labor Law.—Under this caption is given a reprint of the female labor law of the State, together with an account of the litigation that has grown out of violations of the same.

Child Labor and Compulsory Education.—This division of the report contains a reproduction of the State law regulating child labor; also a discussion and communications on the subject of compulsory education.

Strikes and Lockouts.—Tables are given presenting the details of the strikes and lockouts which took place in the State during the twenty years beginning January 1, 1881, and ending December 31, 1900, together with the necessary summaries relating to the same.

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Data for the tabulations were furnished by the United States Bureau of Labor.

Labor Organizations.—The number of labor unions known to the bureau as existing in the State at the end of the biennial period 1901–1902 was 181, and of these 103 furnished reports. During the period 57 organizations were formed. The returns received from the 103 unions showed that 72 made provisions for sick, disability, and death benefits, 28 made no such provisions, and 3 failed to report. In 26 trades wages had been increased, while no decreases were reported; in 62 trades the opportunities for employment had increased, while in 14, chiefly relating to railroad work, they had decreased. The average length of the working day was 9.7 hours. A table is presented giving for each of the 103 unions the name of the organization, charter number, locality, date of organization, length of working day, and rate of wages. There is also a list, by cities and towns, of all the labor unions in the State.

Beet Sugar Industry.—The rise and development of the beet sugar industry in the United States and various foreign countries are reviewed in this chapter, together with statistics of production, exports, etc. The industry as developed in the State of Nebraska shows that in 1902 the area devoted to the raising of sugar beets amounted to 11,193 acres, the yield from this acreage being 102,858 tons. The average price paid per ton for beets was $5. There were 22,890,000 pounds of sugar manufactured, giving employment to 700 working people whose pay roll aggregated $120,000. The statement following shows the scale of wages paid per day at the different factories:

Occupation	Wages per day
Machinists	$3.50 to $4.00
Blacksmiths	2.25 to 3.00
Engineers	4.00 to 4.50
Firemen	2.28 to 2.50
Carpenters	3.50 to 4.00
Chemists	3.50 to 3.75
Special operatives	3.50 to 4.00
Laborers	2.00 to 2.40
Boys	1.20 to 1.50

Statistical Summary.—A variety of data, social and industrial, is here presented. The statistics are partly the result of original inquiry and partly reproductions from State and Federal reports.

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RECENT FOREIGN STATISTICAL PUBLICATIONS.

BELGIUM.

Annuaire de la Législation du Travail. 6e année, 1902. Office du Travail, Ministère de l'Industrie et du Travail. 1903. xxi, 718 pp.

This is the sixth of a series of annual reports on labor legislation published by the Belgian labor bureau. The report contains the text of laws and amendments enacted and of important decrees, regulations, administrative orders, etc., issued relative to labor during the year 1902 in Germany, Austria, Belgium, Denmark and Iceland, Spain, France, Great Britain and colonies, Hungary, Italy, Luxemburg, Norway, Netherlands, Roumania, Russia and Finland, Sweden, Switzerland (federation and cantons), and eight States of the American Union. An appendix, which is a supplement to the fifth annual report, contains certain enactments, decrees, etc., of 1901 for Denmark, Spain, Switzerland, and fifteen States of the Union.

GERMANY.

Erhebung über die Arbeitszeit der Gehülfen und Lehrlinge in solchen Komtoren des Handelsgewerbes und kaufmännischen Betrieben, die nicht mit offenen Verkaufsstellen verbunden sind. Veranstaltet im September, 1901. Drucksachen der Kommission für Arbeiterstatistik, Erhebungen Nr. XI. Bearbeitet im Kaiserlichen Statistischen Amt, Abtheilung für Arbeiterstatistik. Berlin, 1902. xliv, 164 pp.

In September, 1901, the German commission for labor statistics made an investigation into the hours of labor of persons employed in business offices and commercial establishments not connected with salesrooms open to the public. The investigation was limited to persons rendering clerical services for wages. Members of proprietors' families, workmen, servants, porters, etc., were not included. Only establishments employing at least one person, not an apprentice, were considered. For the most part the establishments covered by the investigation were the offices of factories, of commercial undertakings of various kinds, and of insurance companies.

The imperial statistical office estimated that the total number of persons in the category under investigation was 162,500. Schedules for 10 per cent of this number were prepared and given to the various States for distribution. An effort was made to apportion the

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schedules among the large cities, the towns, and the rural communities in the ratio of their importance to the total population. One-half of the schedules were filled out by employers and one-half by employees. In the report the persons employed are classed as journeymen (male and female) and as apprentices (male and female). Since the term "journeyman" is defined as a person performing clerical services who is neither a superintendent nor an apprentice, the word "clerk" is used in its stead in the following pages.

The number of establishments investigated was 13,673, in which 69,686 persons were employed. The following table shows the number of establishments and persons employed, according to hours of labor per day:

NUMBER OF ESTABLISHMENTS AND PERSONS EMPLOYED, BY HOURS OF LABOR PER DAY.

Hours of labor per day.	Establishments.	Persons employed.	Per cent.
9 or under	6,818	40,530	58.16
10 or over 9	4,040	20,292	29.12
11 or over 10	2,085	7,042	10.11
Over 11	730	1,822	2.61
Total	13,673	69,686	100.00

Expressed in proportions, 58.16 per cent of the persons employed worked nine hours or less, while 87.28 per cent worked ten hours or less.

The table below shows the per cent of employees of each class whose hours of labor per day are nine or under, ten or over nine, and over ten, according to the size of the community in which they are employed:

PER CENT OF EMPLOYEES OF EACH CLASS WORKING EACH SPECIFIED NUMBER OF HOURS PER DAY, BY SIZE OF COMMUNITIES IN WHICH EMPLOYED.

Classified population of city, town, or village.	Per cent of— Male clerks over 16 years, working—			Female clerks over 16 years, working—			Male apprentices over 16 years, working—			Male apprentices under 16 years, working—		
	9 hours or under.	10 or over 9 hours	Over 10 hours	9 hours or under.	10 or over 9 hours	Over 10 hours	9 hours or under.	10 or over 9 hours.	Over 10 hours.	9 hours or under.	10 or over 9 hours.	Over 10 hours.
100,000 or over	71.1	23.1	5.8	63.3	29.3	7.4	59.3	29.0	11.7	51.2	36.1	12.7
20,000 to 100,000	55.5	31.2	13.3	44.3	32.9	22.8	46.0	31.2	22.8	39.3	34.7	26.0
5,000 to 20,000	51.2	33.8	15.0	44.0	26.0	30.0	41.2	32.0	26.8	34.3	38.2	27.5
2,000 to 5,000	52.4	29.6	18.0	40.0	53.3	6.7	44.4	30.8	24.8	38.2	40.1	21.7
Under 2,000	57.3	24.6	18.1	85.7	14.3	......	44.7	34.0	21.3	61.1	13.9	25.0

The next table shows the per cent of employees of each class according to the size of the establishments:

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PER CENT OF EMPLOYEES OF EACH CLASS WORKING EACH SPECIFIED NUMBER OF HOURS PER DAY, BY SIZE OF ESTABLISHMENTS.

Size of establishment.	Per cent of—											
	Male clerks over 16 years, working—			Female clerks over 16 years, working—			Male apprentices over 16 years, working—			Male apprentices under 16 years, working—		
	9 hours or under.	10 or over 9 hours	Over 10 hours	9 hours or under.	10 or over 9 hours	Over 10 hours	9 hours or under.	10 or over 9 hours.	Over 10 hours.	9 hours or under.	10 or over 9 hours.	Over 10 hours.
1 clerk	52.1	26.4	21.5	63.0	25.7	11.3	44.3	32.8	22.9	49.3	31.7	19.0
2 or 3 clerks	51.0	30.0	19.0	56.2	29.9	13.9	45.7	29.0	25.3	44.2	32.0	23.8
4 to 9 clerks	55.0	32.1	12.9	53.6	29.5	16.9	48.5	30.4	21.1	41.5	35.4	23.1
10 to 19 clerks	59.7	32.5	7.8	49.9	34.4	15.7	51.7	32.8	15.5	38.6	41.0	20.4
20 clerks or over	76.5	19.6	3.9	62.0	29.4	8.6	61.1	29.0	9.9	43.4	42.8	13.8

The following table shows the per cent of employees by kind of establishments:

PER CENT OF EMPLOYEES OF EACH CLASS WORKING EACH SPECIFIED NUMBER OF HOURS PER DAY, BY KIND OF ESTABLISHMENTS.

Kind of establishment.	Per cent of—											
	Male clerks over 16 years, working—			Female clerks over 16 years, working—			Male apprentices over 16 years, working—			Male apprentices under 16 years, working—		
	9 hours or under.	10 or over 9 hours	Over 10 hours	9 hours or under.	10 or over 9 hours	Over 10 hours	9 hours or under.	10 or over 9 hours.	Over 10 hours.	9 hours or under.	10 or over 9 hours.	Over 10 hours
Banking, loan, and insurance	93.3	5.6	1.1	89.7	5.6	4.7	84.3	11.7	4.0	82.1	11.7	6.2
Other commercial	51.7	34.6	13.7	56.3	32.6	11.1	43.8	33.1	23.1	39.0	37.7	23.3
Factories	59.1	30.1	10.8	51.5	31.6	16.9	45.7	34.1	20.2	40.3	37.3	22.4
Other industrial	63.6	24.1	12.3	63.1	24.8	12.1	42.7	34.8	22.5	39.5	32.7	27.8

From these tables it is seen that the hours of labor were shortest for the male clerks and longest for the apprentices. In general, the hours were shortest in the large cities and in the large establishments (those with 20 or more employees), and they were shorter in the banking, loan, and insurance business than in the other three categories given in the table.

The establishments with only one clerk each employed 3,232 persons. Of the latter, 2,577 worked ten hours or less, while 655 worked more than ten hours per day. The establishments with more than one clerk were divided into two classes—first, those in which all employees had the same hours, and, second, those in which the hours varied for different employees. The former class was by far the more numerous. These establishments numbered 8,575, or 62.7 per cent of the total establishments, while the number of persons employed was 52,250, or about 75 per cent of the total number of persons investigated. The establishments in the second class—those in which the hours varied for different employees—were 1,866 in number, and formed 13.6 per cent of the establishments investigated, while the number of persons employed was 14,204, or 20.4 per cent of the total number of persons. Of the

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52,250 persons employed in the first class, 32,061 worked nine hours or less, 14,724 worked over nine but not over ten hours, and 5,465 worked over ten hours. Of the 14,204 persons employed in the second class, 6,761 worked nine hours or less, 4,699 worked over nine but not over ten hours, and 2,744 worked over ten hours.

The returns showed that about 97 per cent of the establishments had a regular, definite noon recess, while 3 per cent had no such recess. In the great majority of cases this recess was between one and two hours in length. In but few cases was it less than one hour or more than two hours. In general it may be said that the hours of labor were shorter in those establishments which had no noon intermission. In addition to the noon recess, 27 per cent of the establishments gave other recesses for breakfast and for afternoon lunch. Of the establishments without a regular noon recess, 45 per cent had recesses for breakfast and for afternoon lunch. The total time of the two additional recesses rarely exceeded one hour, and in the majority of instances was one-half hour or less.

In 20 per cent of the establishments an increase in the number of hours worked each day occurred regularly at certain times in the year. About one-third of the persons investigated were affected by this increase. The increase was usually caused by special conditions prevailing in the business in which the establishment was engaged. Some of the most frequent causes were the preparation of monthly pay rolls, taking inventories, arranging for shipments on steamers, etc. The increase lasted for 30 days or longer in the majority of instances. As a rule the increase was not more than three hours on any one day. The custom of working longer hours on Saturday was but seldom met with. On the other hand, in 1,073 establishments, or 8 per cent of those investigated, there was a reduction in the number of hours on Saturday. In about 88 per cent of these cases the reduction was two hours or less. As regards Sunday and holiday labor, excluding the cases in which the schedules were defective on this point, it was learned that work on these days occurred in 4,516 establishments, which formed 33 per cent of the total number investigated. The number of persons affected was 24,657, or 35 per cent of all persons investigated. In 70 per cent of the establishments and for 69 per cent of the persons so affected this Sunday and holiday labor did not exceed two hours.

In about 34 per cent of the establishments leaves of absence were given regularly, and in 6 per cent "on request." The number of persons receiving regular leaves of absence was 27,132, while those receiving leaves of absence on request numbered 5,532. For the female employees over 16 and for the male apprentices, the time given was usually less than two weeks, while for the majority of the male employees over 16 years of age it was from one to three weeks.

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GREAT BRITAIN.

Report from the Select Committee of the House of Lords on Early Closing of Shops. Session, 1901. xvi, 213 pp. (Published by order of the House of Commons.)

This volume contains the report and recommendations of a committee appointed from the House of Lords to consider the early closing of shops. The committee was directed to examine into and report upon the hours of labor in tradesmen's shops and what steps, if any, should be taken to diminish them.

The evidence taken by the committee is printed in full and occupies the chief portion of the volume. It shows that in many places shops, even of the better class, were kept open 80 or 90 hours per week, or longer, in addition to the time occupied in clearing up, putting away goods, etc. Small shops were kept open much longer in many cases. An attempt was made to ascertain what effect an early-closing law would have on the various classes of purchasers in order that the rights of the public as well as those of the shopkeepers and their assistants might be protected.

The investigation developed the fact that in most instances the majority of proprietors in a given class of trade were willing and anxious to close early, but were restrained from so doing by the fact that other shops of that class would remain open. Instances were reported where an organized movement of the shopkeepers in certain districts to establish an early-closing hour had been defeated because of the refusal of a few proprietors to join the movement. The views of a large number of tradesmen's associations were brought before the committee, either through the associations' officers or by petitions or resolutions. Eighty-six witnesses were examined directly, 62 of whom represented important tradesmen's associations in all parts of the country. In this manner over 290 tradesmen's associations were found to be in favor of an early closing. The witnesses were generally of opinion that little more could be accomplished by voluntary action in the direction of early closing, and that legislation was necessary.

The report of the committee closes as follows:

"The evidence has convinced us that earlier closing would be an immense boon to the shopkeeping community, to shopkeepers and shop assistants alike; that the present hours are grievously injurious to health, especially in the case of women, and under these circumstances we recommend that town councils should be authorized to pass provisional orders, making such regulations in respect to the closing of shops as may seem to them to be necessary for the areas under their jurisdiction; and these provisional orders should be submitted to Parliament in the usual manner before acquiring the force of law. Special enactments for restraining the outlay involved, and providing for its discharge, may be necessary."

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DECISIONS OF COURTS AFFECTING LABOR.

[This subject, begun in Bulletin No. 2, has been continued in successive issues All material parts of the decisions are reproduced in the words of the courts, indicated when short by quotation marks, and when long by being printed solid. In order to save space, matter needed simply by way of explanation is given in the words of the editorial reviser.]

DECISIONS UNDER STATUTORY LAW.

Boycotts—Associations to Regulate Prices—Injunction—*Walsh v. Association of Master Plumbers of St. Louis, et al., Court of Appeals at St. Louis, Mo., 71 Southwestern Reporter, page 455.*—This case came before the court of appeals on an appeal by J. E. Walsh from a judgment in the St. Louis circuit court. Walsh was a master plumber and in his bill complained that a boycott had been established against him by the defendant Association of Master Plumbers, composed of about three hundred persons, and by a combination of persons engaged in the manufacture and sale of goods and materials known as plumbers' supplies. Walsh was not a member of the association, but had been a duly licensed and registered plumber for a number of years in the city of St. Louis until about the year 1899. At about this date the members of the Association of Master Plumbers and the dealers and manufacturers doing business in the city were alleged to have entered into an understanding and combination in writing combining and conspiring together against Walsh and all other plumbers in the city who were not members of the association, whereby it was agreed that the aforesaid dealers and manufacturers would not sell to any master plumber any plumbers' supplies unless he was or became a member of said association. It was further agreed by the members of the association that they would boycott any dealer found selling to a plumber not a member of their association, and the manufacturers and dealers, on their part, agreed among themselves that if anyone of their number should sell or permit to be sold any such supplies to any plumber or other person in the city of St. Louis who did not belong to the Master Plumbers' Association he should be fined therefor the sum of $250. Walsh was unwilling to join the Association of Master Plumbers, and in consequence found himself unable to purchase supplies and materials in order to finish contracts which he had undertaken. The bill alleged that such agreements were a conspiracy in violation of the laws of the State of Missouri and that they were in

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restraint of trade and in violation of the rights of the plaintiff and the general public and against the public policy. He claimed that his business had been practically ruined, and that he had no redress at all, and asked for an injunction against the parties complained of to prevent a continuation of the wrongful acts above recited. A temporary injunction was granted, but on hearing a demurrer was filed by the defendants alleging that the petition did not state facts sufficient to constitute a cause of action against the defendants or any of them; that the plaintiff was not entitled to relief in equity, and that if there was any right of action such action should be brought by the attorney-general of the State of Missouri or by the prosecuting attorney of the city of St. Louis and not by the plaintiff, who was a private citizen. This demurrer was sustained and the temporary restraining order dissolved. It was from this ruling that Walsh appealed. The court of appeals reversed the judgment of the circuit court, Judge Bland, speaking for the court, using in part the following language:

In Hunt *v.* Simonds, 19 Mo., at page 586, the court said: "It is obviously the right of every citizen to deal or refuse to deal with any other citizen, and no person has ever thought himself entitled to complain in a court of justice of a refusal to deal with him, except in some cases where, by reason of the public character which a party sustains, there rests upon him a legal obligation to deal and contract with others." Cooley, in his work on Torts (2d Ed., p. 328), states the principle broadly as follows: "It is part of every man's civil rights that he be left at liberty to refuse business relations with any person whomsoever, whether the refusal rests upon reason or is the result of whim, caprice, prejudice, or malice." A capitalist has the right to employ his capital or to hide it away and refuse to use it, so long as he does not become a public charge, and a man without capital may labor or refuse to labor so long as he keeps out of the poorhouse. So, also, have capitalists the right to combine their capital in productive enterprises, and by lawful competition drive the individual producer and the smaller ones out of business. And laborers and artisans have the right to form unions, and by their united effort fight competition by lawful means. And courts will not lay their hands upon either to restrain them, however fierce the competition, so long as their methods are lawful. But, if either steps without the pale of the law, and by fraud, misrepresentation, intimidation, obstruction, or molestation hinders one in his business or his avocation as an artisan or laborer, courts have not hesitated to interfere, and to afford remedial relief, either by awarding compensatory damages in an action at law, or, where the injury is a continuing one, by granting injunctive relief. [Cases cited.] The petition alleges that the agreement between the Association of Master Plumbers and the respondent corporations is for the purpose of fixing prices and limiting the production of plumbers' supplies. Agreements of this character are prohibited by section 8978, art. 2, c. 143, Rev. Stat., 1899; and they are, therefore, unlawful. But it is contended by respondents that, conceding the agreement to be unlawful because within the prohibition of said section, the illegal agreement concerns the public only, and can only be declared illegal

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in a suit brought for the purpose by the attorney-general or the prosecuting attorney of the county, as provided by the next succeeding section (8979). Section 8982 of the same article expressly provides that it is the purpose of the article to provide an additional remedy for the control and restraint of pools, trusts, and conspiracies in restraint of trade. And it is evident that if the remedy prayed for by appellant existed before the enactment of said article 2, it is not taken away or in any way abridged by section 8979 of the article.

The contract being unlawful, it remains to be seen whether or not the appellant's private rights were obstructed or interfered with as a result of the illegal agreement. The petition alleges that they were; that he was unable to purchase supplies, on account of said agreement, with which to do his work, and was prevented from taking plumbers' contracts for the reason he could not procure the supplies necessary to fill the contracts; that the only reason the respondent corporations have for refusing to sell him supplies is because he is not a member of the Association of Master Plumbers, and that one of the purposes of the illegal agreement is to coerce him to become a member of said association. In Doremus *v.* Hennessy, 176 Ill., 608; 52 N. E., 924 [see Bulletin of the Department of Labor, No. 22, page 463], it was held that members of a trade association, who combined to induce or compel other persons not to deal nor enter into contracts with one who will not join the association, or conform his prices with those fixed by the association, will be liable for the injuries caused to him by loss of business resulting from such combination. The allegations of the petition show that the respondents have conspired together to boycott the appellant and other master plumbers of the city of St. Louis who have not joined the Association of Master Plumbers. A boycott is defined to be an illegal conspiracy in restraint of trade. An instructive case in this connection is the House of Lords case of Quinn *v.* Leathem [1901] App. Cas., 495, wherein it was unanimously held that: "A combination of two or more, without justification or excuse, to injure a man in his trade by inducing his customers or servants to break their contracts with him, or not to deal with him or continue in his employment, is, if it results in damage to him, actionable."

Applying the doctrine of these cases to the allegations of the petition, there can be no question that the agreement between the respondents is an illegal conspiracy, and that its effect is to inflict a civil wrong upon appellant, and that this wrong is a continuing one, and, according to all the authorities entitles the appellant to injunctive relief so far as a court of equity is authorized to administer it within the bounds of equitable jurisprudence. We think it is competent for the court to declare the agreement complained of as illegal and void, and to restrain the parties to the agreement from keeping its terms or demanding that they be kept, and thus leave the respondent corporations and each of them free to deal or not to deal with appellant, as they may choose. In so far as it appears from the allegations of the petition, the Association of Master Plumbers is not an illegal association. Presumably it was formed for the purpose of mutual protection, and to fight competition in their business within the boundaries of the city of St. Louis. As we have seen, the association may lawfully do this by lawful means and methods to the extent of driving nonmembers out of business. We see nothing, therefore, in the petition that would authorize a court of equity to dissolve the association.

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The judgment is reversed, and the cause remanded, with directions to the circuit court to set aside the order sustaining the demurrer and to overrule the same, with leave to respondents to answer if they are so advised.

EMPLOYERS' LIABILITY—CONSTITUTIONALITY OF STATUTE—*Ballard et al. v. Mississippi Cotton Oil Company, Supreme Court of Mississippi, 34 Southern Reporter, page 533.*—This case arose from an action by Elizabeth Ballard and others against the above-named company to recover damages for the death of John Ballard, who received injuries as the result of the failure of the company to furnish a safe and suitable appliance for his use while in its employment. The facts are of minor importance and appear with sufficient fullness in the opening paragraph of the remarks of Judge Whitfield, who delivered the opinion of the court. The action rested upon the provisions of chapter 66 of the laws of 1898, which provides that "every employee of any corporation shall have the same rights and remedies for an injury suffered by him from an act or omission of the corporation or its employees as are allowed by other persons not employees, where the injury results from the negligence of a superior agent or officer, or of a person having a right to control or direct the services of the party injured, and also when the injury results from the negligence of a fellow servant," etc., and that knowledge of defective appliances, etc., shall constitute no defense. This law was declared unconstitutional in the circuit court of Yazoo County and on appeal this judgment was affirmed by the supreme court of the State. The arguments of the attorneys for both appellant and appellee are reproduced in full in the Reporter, and the discussion by the judge of the points raised is quite extended. The conclusions and the principal grounds for the same are embraced in the following brief extracts:

We are clearly of the opinion that the stepladder furnished the deceased employee, John W. Ballard, was a wholly unsafe and dangerous appliance; but it is equally clear that he had knowledge of its dangerous character. Under the common law, his suit would therefore fail; but he sues under the provisions of the act of 1898 (Laws 1898, p. 85, c. 66).

The act of 1898 under review is assailed as violating the fourteenth amendment of the Constitution of the United States, because it denies, as alleged, to corporations the equal protection of the laws in two respects: First, in that it applies to the employees of *all* corporations, without reference to any difference in the respective business of the corporations; second, because it discriminates between employees of natural persons and of corporations—and the argument is put briefly thus by way of illustration: "Suppose one man has an independent fortune and has a large body of pine land, say in Clarke County, Miss., and being desirous of converting the timber upon these lands into lumber, and recognizing that the sawmill business is hazardous and likely to impose large liability upon him, he incorporates this

business under the name of the Clarke County Sawmilling Company. Alongside of him and his property in Clarke County is an *individual* owning an equal body of land, who does not see fit to take this precaution. Suppose the boilers of these two sawmills are notoriously weak, and all the employees of both parties are aware of it, and yet they continue to work. Suppose, now, at the same time and from identically the same cause, a boiler explosion takes place in both mills. The Clarke County Sawmilling Company would, under the act of 1898, be mulcted in damages, but the individual would not be liable." And it is urged that the act applies to *all* corporations but to no natural persons, and, since the natural person and the corporation might be both engaged in precisely the same business, a discrimination in such cases does not rest on any difference in the business. Possibly the clearest statement of the doctrine contended for by appellee is that stated in Soon Hing *v.* Crowley, 113 U. S. 708, 709, 5 Sup. Ct. 733, 28 L. Ed. 1145, as follows: "The discriminations which are open to objection are those where persons engaged in the same business are subject to different restrictions, or are held entitled to different privileges under the same conditions. It is only then that the discrimination can be said to impair that equal right which all can claim in the enforcement of the law."

Our conclusion, after the most careful and protracted consideration, is that section 1 of the act of 1898 (Acts 1898, p. 85, c. 66), violates the fourteenth amendment of the Constitution of the United States, in that it imposes restrictions upon all corporations, without reference to any difference arising out of the natures of their business, which are not imposed upon natural persons, and thus denies to corporations the equal protection of the law. We are, therefore, constrained to declare the said act unconstitutional.

EMPLOYERS' LIABILITY—MINE REGULATIONS—FAILURE TO PERFORM STATUTORY DUTIES—*Himrod Coal Company v. Stevens, Supreme Court of Illinois, 67 Northeastern Reporter, page 389.*—In this case Onie Stevens had sued the coal company named above to recover damages for the death of her husband. It appears that Stevens was a driver in the coal mine and while engaged about his duties was injured by being run into by a car under the care of another driver, from which injury he died. Stevens was driver on what was known as side entry No. 3, which connected directly with the main entry, while one Lyons was driver on side entry No. 4. The track in this latter entry did not extend through to the main entry but turned through the cross wall and joined the track in side entry No. 3 at some distance from the main entry. There was a swinging door near the junction of the two tracks, placed there for purposes of ventilation. This door was customarily pushed open by the mule drawing the car, no attendant being stationed there. At the time of the accident causing the death, Lyons came through this door with mule and car at the rate of about eight miles an hour, the mule pushing the door open and running against Stevens with the results stated.

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The mining laws of the State require proper ventilation in all mines, two clauses providing that "(e) All permanent doors in mines used in guiding and directing the ventilating currents shall be so hung and adjusted as to close automatically;" and "(f) At all principal doorways, through which cars are hauled, an attendant shall be employed for the purpose of opening and closing said doors when trips of cars are passing to and from the workings."

The plaintiff charged that the failure to have an attendant at this doorway between entries No. 3 and 4 was negligence in view of the requirements of this statute, and that if the law had been complied with the attendant would have been able to prevent the accident. The mining company contended that this doorway was not a principal doorway as described in the statute, and further that the duties of the attendant would not in any case have extended to the prevention of accidents such as the above.

The circuit court of Vermilion County awarded damages to the plaintiff, Stevens, and this judgment was affirmed by the appellate court of the third district. The case was again appealed to the supreme court of the State, where the judgment of the courts below was affirmed.

Judge Cartwright, for the court, reviewed the above facts, and concluded as follows:

The principal purpose of the section is to provide for ventilation, and doors are necessary to guide and direct the current. It is argued that where the current of air is strong doors can not be made to swing both ways, but must shut against a jam and must be pushed open against the current, so that an attendant must be provided to open the door; but where the current is not strong the door may swing both ways, and a mule can push it open and, after passing through, it will swing back into place. Counsel says that for this reason attendants are required at principal doors on the main current to open and close them quickly, so as to keep the air flowing constantly in the same direction and secure ventilation. It will be noticed that clause "e" provides that all permanent doors used in guiding and directing the ventilating currents shall close automatically, and according to this theory the force of the main current would close them very quickly without an attendant. But whatever the fact may be in that respect, it is apparent that the existence of the necessary doors creates a source of danger to those who are driving on cars. The provision is that there shall be an attendant in charge of each principal door, whose duty it shall be to open and close it for the purpose of allowing trips of cars to pass through and presumably to open it at proper times and with proper and suitable precautions for that purpose. It could not have been intended that a person stationed at a door to open and close it for the passage of cars would open it at improper times, when collisions with other cars would probably result. The presence of an attendant, performing his duty as required by the statute, would tend to secure the safety of the driver; and in view of the danger, it seems to us fairly within the purpose of the act to provide against dangers resulting from the existence of the necessary obstructions in the form of doors.

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It could not have been in the contemplation of the legislature that the attendant would push the door open whenever a car came along the track, regardless of consequences and without the exercise of any care. We think the declaration was properly based on the statute. As a matter of fact, if there had been an attendant at the door, properly performing his duties, the accident would not have occurred; and the evidence was that when there was no attendant the only safe way was to stop the car and go forward and look through the door to see whether anyone was coming on the other track. It must be presumed that an attendant, stationed at the door to open it, would have performed that duty.

The principal controversy at the trial was as to the question whether this door was a principal door, within the meaning of the statute, or a subordinate door. The evidence for the plaintiff was that principal doors were those through which there was considerable travel, that all doors which were much used were principal doors, and that this door was of that character. The evidence for the defendant was that the character of a door as a principal or subordinate door is determined by the current of air; that a principal door is a door on an entry where there is a main current, before it has been divided and subdivided; and that this was not a principal door. This was a question of fact, settled by the judgment of the appellate court.

The judgment of the appellate court is affirmed.

Employers' Liability—Railroad Companies—Construction of Statute—What is a Locomotive Engine—*Jarvis v. Hitch, Supreme Court of Indiana, 67 Northeastern Reporter, page 1057.*—This was an action by Oscar Hitch against George T. Jarvis, receiver of a railroad company, to recover damages under the fourth subdivision of the first section of the employers' liability act. The circuit court of Gibson County allowed damages, from which an appeal was taken to the appellate court, where the judgment was affirmed. (For a report of this decision see Bulletin of the Department of Labor, No. 45, page 380.) On rehearing before the supreme court this judgment was reversed, the case turning on the question of whether the machine by whose movement Hitch was injured was or was not a locomotive engine. The appellate court had ruled that it was properly so classed, but the supreme court gave its opinion to the contrary. The machine consisted of a steam engine placed on one end of a flat car, while at the other was the driver used in raising the hammer, all forming one machine and used as a pile-driver. The engine was used to lift the hammer, and also, by means of a sprocket wheel on the axle under the boiler and a chain running from the engine to such wheel, to move the machine back and forth upon the tracks when desired.

Judge Monks, in delivering the opinion of the court, used in part the following language:

Said employers' liability act was adopted by the legislature of this State in 1893, and said fourth subdivision of the first section thereof,

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so far as a right of action is given for injury caused by the negligence of persons in charge of "any signal, locomotive engine, or train upon a railway," is substantially the same as the fifth subsection of the English employer's liability act of 1880. As the English employer's liability act was enacted in 1880, the meaning given the words "locomotive engine" in said fifth subsection thereof by the courts of that country before the adoption by the legislature of this State of said fourth subdivision in 1893 is persuasive, if not controlling, in determining the meaning of the words "locomotive engine" in said fourth subdivision of section 7083, Burns' Rev. St. 1901. [Cases cited.]

The meaning of the term "locomotive engine," as used in said English employer's liability act, was decided in 1883 by the Queen's Bench Division in Murphy *v.* Wilson, 48 Law Times, N. S. 788; 52 Law Journal Q. B. D. 524, 525. In that case Murphy sued to recover compensation for personal injury caused to him while in the service of Wilson & Son, as he alleged, by reason of the negligence of a person in the service of said Wilson & Son, who "had charge and control of a locomotive engine on a railroad." It was shown by the evidence that the alleged "locomotive engine" was a "machine consisting of a crane and a steam engine working it, both being mounted on the same truck and forming one machine, and so constructed that the engine served the double purpose of moving the machine from place to place and of raising stone by means of the crane." Pollock, B., said; "This machine was a steam crane, so fixed on a trolley that, by means of shifting gear working on the axles of the trolley, the crane and trolley could be moved from one place to another along rails which in the present case were only temporary. It can only be said to be a locomotive engine in the sense that it is an engine, and, by means of the trolley to which it is affixed it is capable of being moved about. Now the term 'locomotive engine' has a well-known significance, and is used generally for an engine to draw a train of trucks or cars along a permanent or temporary set of rails. There is also a well-known class of engines, such as traction engines, which, though they are capable of being moved from place to place, are never spoken of as locomotive engines. Was it then the intention of the legislature to include these latter, or such an engine as the steam crane in question, or only to refer to those engines that are usually styled 'locomotive engines'? The words used in the subsection, in connection with the term 'locomotive engine,' refer exclusively to well-known things connected with the ordinary working of a railway. The machine in this case is intended to lift heavy weights of stone and other materials used in constructing a railway, having, besides, an incidental power of applying its steam force to the trolley. If the legislature had intended to include any such machine they would have used proper terms. I can see no reason why the defendants in this case should be held liable under this section any more than if it were a case of a steam-printing machine or a punching machine." Lopez, J., said: "I am of the same opinion. I think that the words 'locomotive engine' in section 1, subsection 5, of the employers' liability act of 1880, which have a well-known and ordinary meaning, must be read as having been used by the legislature with that meaning, and only in that sense."

The machine in this case was intended to drive piles, and was constructed and used for that purpose, and, as an incident, there was

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attached to it the power to move itself and the cars belonging to it from place to place, by applying its steam power to one of the axles upon which it rested. There is no substantial difference between the steam crane in the case of Murphy *v.* Wilson, supra, and the steam pile driver in this case, except the first was used to lift heavy weights, and the latter to drive piles. We think it is clear that the steam pile driver was not a "locomotive engine" within the meaning of said fourth subdivision of section 1 of the act of 1893, being section 7083, Burns' Rev. St., 1901. By the term "locomotive engine" used in said clause, the legislature only intended an engine constructed and used for traction purposes on a railroad track.

EMPLOYERS' LIABILITY—RAILROAD COMPANIES—SAFETY COUPLERS—LOCOMOTIVE TENDER—*Larabee v. New York, New Haven and Hartford Railroad Company, Supreme Judicial Court of Massachusetts, 66 Northeastern Reporter, page 1032.*—In this case George Larabee obtained a judgment against the above-named company for injuries received while trying to couple a car and a tender, against which judgment the company brought exceptions. These exceptions were sustained and the judgment reversed, the opinion of the court being delivered by Judge Holmes, from whose remarks the following is quoted:

The car was equipped with an automatic coupler, as required by St., 1895, p. 412, c. 362, sec. 2 (R. L., c. 111, sec. 203), but the tender was not, so that the coupling had to be done in the old way with a link and pin. The plaintiff's case was that the tender should have been equipped in the same manner as the car.

The section cited copies, for traffic within the State, the provisions of United States Statutes, act March 2, 1893, c. 196, sec. 2, 27 Stat., 531 [U. S. Comp. St., 1901, p. 3174], as to interstate commerce. The material words are, "No railroad corporation shall haul or permit to be hauled or used on its lines * * * any car which is not equipped with coupl rs coupling automatically by impact, and which can be uncoupled without the necessity of men going between the ends of the cars." By a later section it is enacted that "any employee of such corporation who may be injured by any * * * car, or train in use contrary to the provison of this act shall not be deemed thereby to have assumed the risk thereby occasioned, although continuing in the employment of such corporation after the unlawful use of such * * * car, or train has been brought to his knowledge." (Act March 2, 1893, c. 196, sec. 8, 27 Stat., 532 [U. S. Comp. St., 1901, p. 3176].) The defendant asked a ruling that a tender of a locomotive is not a car within the meaning of the act. The refusal of this raises the only question with which it is necessary to deal.

The court is of opinion that the ruling requested should have been given. It may be, as some of us think, that the rear end of the tender is within the policy and object of the act, but the word "car" in its ordinary use and acceptance does not include it. On the contrary, it excludes the tender as obviously as it does the engine. It always is dangerous to give unusual meanings to the words of a document on the

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strength of an imagination of what the writer had in mind. Moreover, the other language of the section indicates that, whatever the evil which the legislature sought to prevent, it had in mind only cars properly so called. The prohibition "no railroad corporation shall haul" hardly would be so expressed if it had in conscious view not merely the cars which are regarded as the inert objects of traction by a separate engine from which they are detached daily, but also the tenders which are so much more closely associated with the source of power as almost to be regarded as one with it, and which only exceptionally and with more or less difficulty are taken apart from it.

Employers' Liability—Vice-Principal—Assumption of Risk—Effect of Statute—Sufficiency of Allegations—*American Rolling Mill Company v. Hullinger, Supreme Court of Indiana, 67 Northeastern Reporter, page 986.*—James M. Hullinger sued the American Rolling Mill Company for injuries received while in its employment, and obtained a verdict in the circuit court of Delaware County. The company's attorneys had demurred to the complaint as insufficient, but this demurrer was overruled and judgment entered as stated. On appeal to the supreme court the action of the court below was reversed. Demurrer was based on two points: First, that the complaint did not properly charge the company with negligence, in that it did not sufficiently set forth the status of the master mechanic, by whose fault the injury was caused, as a vice-principal of the plaintiff; and, secondly, in that the complaint did not state facts which would negative the common-law doctrine of the assumption of risk by the plaintiff. Judge Gillett, who announced the opinion of the court, took up these questions in order as follows:

The first question is whether it appears from the complaint that said master mechanic was not a coservant, but was a person for whose acts the appellant was responsible. It is charged in said pleading not only that said master mechanic had full charge of the work at which appellee was engaged at the time of his injury, but that he had been "intrusted by said defendant with the duty of keeping the ways, works, plant, tools, and machinery connected with and in use in the business of said defendant corporation in proper condition." The complaint shows that the master mechanic was a vice-principal, and in that particular, at least, facts are stated on which a common-law liability may be based. (Southern Indiana, etc., R. Co. *v.* Martin (at last term), 66 N. E., 886.)

The further question that is presented concerning the complaint is whether it should state facts showing that appellee had not assumed the risk, which in this case arose from leaving a bent or truss leaning against a gin pole, without being held in position by guy ropes or other means of support. It is admitted by counsel for appellee that this showing would have been necessary, according to the course of decisions in this State, in stating a liability for negligence, between master and servant not resting upon any statute. Notwithstanding

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the duties the master owes the servant at common law, yet, if it appears that the latter had assumed the risk, there is no liability for negligence. This is but an application of the maxim, "Volenti non fit injuria," which states a principle of very broad application in the law. The master may not have performed the duty required of him, but if the servant knows that such duty has not been performed, and appreciates the extent of the risk that he thereby runs, or should have known and appreciated the same, he ordinarily assumes the risk, and this absolves the master from liability for his resulting injury.

Judge Gillett then took up the contention of Hullinger's counsel that the common-law doctrine of the assumption of risk had been modified by the employers' liability act of March 4, 1893. This law provides that "every railroad or other corporation, except municipal, operating in this State shall be liable in damages for personal injury suffered by any employee while in its service, the employee so injured being in the exercise of due care and diligence," in certain cases. These include negligence of a superior in giving orders to which the injured employee was bound to conform, and where the injury results from the act or omission of any person, done or made in obedience to the particular instructions given by any person delegated with the authority of the corporation in that behalf. Section 2 of this act had especially defined the doctrine of the assumption of risk and denied to an injured person any remedy where the injury resulted from an action obviously dangerous or where the risk was so apparent that the employee must be charged with knowledge of the dangers attendant thereon. This section was repealed in 1895, and the question turned on the principle controlling at present as to assumed risks. As to this point the court said:

We have no hesitation in asserting that the doctrine of assumed risk is involved in cases arising under the statute. With the repeal of section 2, the common law became operative; and therefore the doctrine of assumed risk became a part of the section that created the liability, except to the extent that the statute may be said to be in conflict with the common law. Thus the old doctrine that the servant injured assumed the risk that his coservants might be negligent, as an implication from their common employment, merely, is not to be held applicable to the servants for whose acts the statute makes the master liable, for such a holding would establish in its full vigor the coservant rule, which the statute was intended to modify. [Cases cited.]

It may be said in passing that the rule concerning assumed risk is different in cases arising under the employers' liability act, where definitive duties are not prescribed, from what it is where a statute points out definitely what the master must do in certain cases to guard the safety of the employee.

Of course, in cases of this kind, where the servant is confronted by the exigencies of a new situation, and where he has the implied assurance of reasonable safety to himself, growing out of the command of the person who stands for the master to do the work required, the question of assumed risk often becomes a mixed one of law and fact.

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But as the risk that the bent or truss mentioned in the complaint in this case would fall may have appeared glaring, and as the appellee may or should have known and appreciated the full extent of the danger, we regard the complaint as insufficient.

Exemption of Wages from Execution—Necessaries—Construction of Statute—*Fisher et al. v. Shea et al., Supreme Judicial Court of Maine, 54 Atlantic Reporter, page 846.*—In this case William H. Fisher and others sued Robert G. Shea and his trustees to recover $15 attorney's fee. When the claim accrued Shea was acting as a police officer of the city of Augusta, and was threatened with an action for alleged assault and battery. Fisher was retained as his attorney. The action was not prosecuted and Shea resisted the recovery of the fee on the ground that he was protected by the provisions of the exemption law of the State, which allows the wages of a workingman for a time not exceeding one month next preceding the service of the process and not exceeding $20 of the amount due to him as wages for personal labor. This amount is not exempt in any suit for necessaries furnished him or his family. The question turned solely on the point as to whether such an attorney's fee as was involved in the present case should be considered as necessaries. Judge Peabody for the court held that it was, his remarks concluding as follows:

In the present case there was no arrest on the writ, but the fact that he was liable to arrest on execution after judgment against him is a circumstance proper to be considered. It is analogous to cases where original arrests were made. The defendant was a police officer, and as such peculiarly subject to prosecutions of the character described in this case. The suit against him could not fail to affect seriously his reputation as a citizen and his efficiency as an officer of the law, and he was forced to defend it to avoid consequences more injurious than the loss of property rights.

It is well to consider here the purpose of the statute invoked in this case. The reason for its existence rests on public policy. It is for the best interests of the State that the wage-earner should have the incentive to labor for the maintenance of his home which comes from a judicious protection of his earnings, and equally so that he should be protected from the effects of his own improvidence or misfortune by holding out to those who can furnish him with the things he needs a reasonable expectation of remuneration. It is obviously the intent of the statute to encourage furnishing to all, without regard to financial responsibility, those things whose lack might not only cause hardship to the individual, but detriment to the community.

The defense of a citizen from injury to his person or his reputation, the protection of a public officer in the performance of his duties, and the maintenance of his official character, may properly be included among those things to which the statute has given preference.

It is our opinion that the services rendered in this case were necessaries within the meaning of the law.

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DECISIONS UNDER COMMON LAW.

EMPLOYER AND EMPLOYEE—EMPLOYEES OF CONTRACTORS—DUTY TO KEEP APPLIANCES IN SAFE CONDITION—*Central Coal and Iron Company v. Grider's Administrator, Court of Appeals of Kentucky, 74 Southwestern Reporter, page 1058.*—Foley & Nunan were independent contractors employed by the above-named company to sink a shaft on one of their properties at a stipulated price per foot. The coal company was to furnish certain necessary tools and implements, while all labor and ammunition were to be supplied by the contractors. Daniel Grider was an employee of the contractors and was killed by being struck with a tub which fell as the result of the breaking of a wire rope which had been furnished by the company in accordance with the terms of its contract. This rope was new when furnished and had been in use for about six months. The contractors employed and paid their own laborers, their names not appearing on the pay roll of the coal company. The company had no direction or control of such workmen, nor was the work under the supervision of the company any further than was necessary for the making of estimates to enable it to make payments to the contractors from time to time for the work done. These facts were established without contradiction. Grider's administrator had recovered damages in the circuit court of Muhlenberg County, which judgment, on appeal, was reversed by the court of appeals. Judge Paynter announced the decision of the court, the following being the concluding portions of the same:

The court concludes that the relation of master and servant did not exist between appellant [the coal company] and Foley & Nunan, or between it and the intestate, and that it was not under a duty to look after the rope and keep it in a reasonably safe condition. If any one was guilty of actionable negligence, Foley & Nunan were, in using the rope after it got in an unsafe condition. The undisputed facts show that the negligent act (if such there was) did not consist in furnishing an insufficient or defective rope, but in allowing it to become so by those to whom it was furnished—the intestate's employers, between whom [and Grider] the relation of master and servant existed. Without passing upon the question (it not being before us) as to whether or not the appellant would have been responsible, had it furnished a defective rope, and the intestate had been killed in consequence thereof, it is sufficient to say that as there was no evidence to show that it was defective when it was delivered to Foley & Nunan, and, further, as the relation of master and servant did not exist between appellant and intestate, no duty rested on it to see that the rope continued safe for use in the shaft, and the court should have given the jury peremptory instructions to find for the appellant.

EMPLOYERS' LIABILITY—DANGER FROM STRIKING EMPLOYEES—*Holshouser v. Denver Gas and Electric Company, Court of Appeals of Colorado, 72 Pacific Reporter, page 289.*—William Holshouser sued

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in the district court of Arapahoe County to recover damages from the company above named for injuries received while in its employ. It appeared by the complaint that the former employees of the company were on strike and had threatened violence to any one taking their places. Holshouser was not informed of these facts, and accepted employment. He worked for 18 days, at the end of which time he was shot by strikers. The district court entered judgment for the defendant company on a demurrer for want of facts in the complaint, from which judgment Holshouser appealed and procured a reversal. The decision rendered by Judge Thomson is given below:

The plaintiff, when he contracted to work for the defendant, took upon himself the usual and necessary risks of the employment; but concerning extrinsic or extraordinary dangers, of which he had no knowledge, he was entitled to information from the defendant before entering the service, if such information was in the defendant's possession. In Perry *v.* Marsh, 25 Ala., 659, it is said that, if one employs a workman in a service which is apparently safe, but which becomes hazardous from causes disconnected with the service, which are not discoverable by the exercise of ordinary prudence, he is bound by the strongest principles of morality and good faith to disclose the danger, if known to him; and the failure to make such disclosure would be a breach of duty for which the employer would be held responsible, if, while engaged in the work, the workman sustained an injury. This rule has been applied to a variety of facts; and, so far as our research has extended, it is uniformly held that in inducting an employee into an employment which involves exposure to some invisible danger, no matter what the cause or nature of the peril may be, the employer, to escape responsibility, must impart to the employee his own knowledge of the situation. [Cases cited.]

It is intimated that during the intervening time the plaintiff ought to have discovered that a strike was in existence, and that the defendant's old employees were in no tranquil frame of mind. How he might have made the discovery, unless he had seen or heard something to suggest inquiry, we are not told. But it is the complaint, and not the case, which is on trial. It is alleged in that pleading that the plaintiff did not know that there was a strike, or that he was in any danger, until he was attacked. This explicit statement of fact is not to be met by mere argument. The facts necessary to charge the defendant with liability for the injury, namely, the existence of reasons to apprehend danger, the defendant's knowledge and the plaintiff's want of knowledge of their existence, and the defendant's failure to communicate to the plaintiff the knowledge in its possession, are all sufficiently averred. It was error to sustain the demurrer, and the judgment will be reversed.

EMPLOYERS' LIABILITY—RAILROAD COMPANIES—DISOBEDIENCE OF RULES—CONTRIBUTORY NEGLIGENCE—*Nordquist v. Great Northern Railway Company, Supreme Court of Minnesota, 95 Northwestern Reporter, page 322.*—This was an action by Ulrik Nordquist against

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the railway company to recover damages for injuries received in the following circumstances: Nordquist was a conductor on a freight train operating over a section of the road including a tunnel and a portion containing numerous curves at a heavy grade. The train was going down grade at the time of the accident, and owing to the failure of the air brakes to act, the train was derailed and Nordquist received the injuries for which he now sues. The district court of Hennepin County gave judgment for the company, which judgment the supreme court affirmed on the ground that the evidence showed that Nordquist failed to comply with the rules as to examining and testing the air brakes before starting on this portion of his journey. The conclusions of law are set forth in the following syllabus by the court:

1. An employee is bound to obey all of the reasonable rules of his employer with reference to the conduct of his business. Disobedience of such rules, if it contributes directly to the injury of the employee, conclusively charges him with negligence, which will bar any recovery of damages for his injury.

2. The plaintiff in this, a personal injury action, is chargeable, as a matter of law, with contributory negligence in failing to comply with the rules of the defendant as to taking of freight trains through one of its tunnels.

INJUNCTION—CONSPIRACY—LABOR ORGANIZATIONS—*Wabash Railroad Company v. Hannahan et al., United States Circuit Court, Eastern District of Missouri, Eastern Division, 121 Federal Reporter, page 563.*—This was a suit begun by the Wabash Railroad Company against certain officers and members of the Brotherhood of Locomotive Firemen and the Brotherhood of Railroad Trainmen. The bill of complaint charged an unlawful and malicious conspiracy and combination for the purpose of forcing the recognition of the organizations named as representing and controlling the employees of the railroad company in all their relations with their employer and compelling the lines of railroad controlled by them to be operated as exclusively union or brotherhood roads. Among the charges presented was one that the defendants sought maliciously to induce and compel the trainmen, switchmen, and locomotive engineers to quit the service of the company in violation of their different contracts of employment, although they were, as alleged, "entirely satisfied as to all matters concerning their service and compensation." The purpose to interfere with interstate commerce and the carrying of the mails was also charged. The bill of complaint further showed that the defendants had threatened and were about to exercise their power and authority as officers of the brotherhoods to order and cause a strike on the lines of the complaining company and averred that unless an immediate restraining order be issued said threats and purpose would be speedily executed and irreparable injury done to complainant. This bill having been filed and duly verified, a

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restraining order was issued and the defendants were given fifteen days within which to appear and show cause why the restraining order should be dissolved or modified. The defendants appeared accordingly and filed their answer, denying in all its phases the conspiracy alleged and declaring that their only intent and purpose was to secure for the members of their respective organizations improved conditions of employment with particular reference to wages paid and working rules. The substance of the complaint and of the answers appears further in the opinion of Judge Adams, quoted from below, the conclusion of the court being that there had been no violation of the law. After reviewing the facts and some principles of law controlling, Judge Adams said:

On this subject of organization of labor no one has spoken more clearly or acceptably than did Judge Taft in the case of Thomas *v.* Cincinnati, N. O. & T. P. Ry. Co., (C. C.) 62 Fed., 803. He there says (page 817), in dealing with a subject very much like that now under consideration, that the employees of the railroad—

"Had the right to organize into or to join a labor union which should take joint action as to their terms of employment. It is of benefit to them and to the public that laborers should unite in their common interest and for lawful purposes. They have labor to sell. If they stand together they are often able, all of them, to command better prices for their labor than when dealing singly with rich employers, because the necessities of the single employee may compel him to accept any terms offered him. They have the right to appoint officers who shall advise them as to the course to be taken by them in their relations with their employer. They may unite with other unions. The officers they appoint, or any other person to whom they choose to listen, may advise them as to the proper course to be taken by them in regard to their employment, or, if they choose to repose such authority in anyone, he may order them, on pain of expulsion from their union, peaceably to leave the employ of their employer because any of the terms of their employment are unsatisfactory."

To the same effect is the case of Vegelahn *v.* Guntner [44 N. E., 1077. See Bulletin of the Department of Labor, No. 9, p. 197], wherein Judge, now Mr. Justice, Holmes says:

"If it be true that workingmen may combine with a view, among other things, to getting as much as they can for their labor, just as capital may combine with a view to getting the greatest possible return, it must be true that when combined they have the same liberty that combined capital has to support their interests by argument, persuasion, and the bestowal or refusal of those advantages which they otherwise lawfully control."

Allen, J., in delivering the opinion of the majority in that case, speaks on this point with equal emphasis. He says:

"A combination among persons merely to regulate their own conduct is within allowable competition, and is lawful, although others may be indirectly affected thereby."

I might continue at length in the citation of cases stating or illustrating the foregoing propositions, but enough has been said to clearly indicate the general rule, which may be briefly summarized as follows:

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An employee has an unquestionable right to place a price and impose conditions upon his labor at the outset of his employment, or, unless restrained by contract obligations, upon the continuance of his labor at any time thereafter; and, if the terms and conditions are not complied with by the employer, he has a clear right either not to engage or having engaged in his service to cease from work. What one may do all may do.

They may seek and obtain counsel and advice concerning their rights, duties, and obligations in relation to their employer, and persons interested in their welfare may advise, aid, and assist them in securing such terms and conditions of service as will best subserve their interests, and what they may lawfully do singly or together they may organize and combine to accomplish.

Judge Adams then reviewed the evidence as to the satisfaction or dissatisfaction of the employees, and concluded as to this point:

First. That at the time in question there was a very general demand for an increase of wages and change in rules and conditions of service by employees of railroads operated in this region. Second. That such demands had come to the attention of complainant's chief executive officer and had been recognized by him. Third. That the committees and officers of the brotherhoods of which many of complainant's employees were members had undertaken to exercise the functions of their office in behalf of their members by making demands for additional wages and different rules of service. Fourth. That upon their authority being questioned the committees secured written authorization from a large number of members of their orders to represent them in securing the concessions requested.

In the light of these facts, it is clear that the employees claimed to have grievances and were engaged in seeking redress therefor at the time this suit was instituted. The argument on this point took a wide range, and an effort was made to show that the grievances complained of arose with or were initiated by the committees or officers of the brotherhoods, and did not have their origin with the employees themselves. It was also argued that the alleged grievances were not presented to the subordinate officers of complainant company, for their initial consideration, as provided by the by-laws and rules of the brotherhoods in question; but such arguments, in my opinion, are of little value, in the light of the conclusive evidence already detailed, showing an existing recognized claim for additional wages and other benefits.

It is not for me to pass or express any opinion upon the reasonableness of the demands made by or in behalf of the employees. It is sufficient, for the purposes of this case, that such demands were in fact made. As already seen from the authorities cited, it is the privilege and right of employees to impose any conditions upon their service deemed wise or prudent by them, and to demand such compensation therefor as they deem reasonable, and on failure to secure the concessions insisted upon by them to retire from the service of the employer.

It is shown by the proof that no strikes can lawfully occur by employees who are members of either of the brotherhoods in question without the sanction of the grand master and general grievance committees of the order. To enjoin them, therefore, from ordering or otherwise causing a strike is, in substance and effect, an injunction

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against resort to a strike by employees who may be members of the orders for the redress of asserted grievances. This, under well-settled law, can not be done.

It is contended that the threatened strike was resorted to by the defendants, not in good faith to redress grievances or secure desired concessions, but as a result of a combination and conspiracy to accomplish the ulterior purpose of securing recognition of their unions or brotherhoods, as authoritative agents or representatives of its members, in all their dealings with the company, and also to unionize the roads of the company, and that the defendants did not honestly and fairly secure the two-thirds vote of the brotherhood employees in favor of the strike, but did secure the same by coercion, misrepresentation, and fraud. An interesting and able argument in support of this contention is drawn from the provisions of the constitution and general rules of the two brotherhoods involved in this litigation, whereby it is made to appear that a strike may be declared which will have the effect of forcing the minority of the brotherhood members who vote against it and also all nonunion employees in service upon the road of the employer out of work without their consent and even against their wishes. Attention is particularly called to the situation disclosed by the proof in this case, that a large majority of complainant's employees working on roads east of the Mississippi River, for whose special benefit largely the threatened strike was intended, voted against it; and it is argued that these and other like considerations disclose that the necessary operative results of the system and methods of the brotherhoods in question are subversive alike of the fundamental rights of the employer to manage his own business, and of the employees to bestow their labor as they will.

This kind of argument enters deeply into the domain of political science, and might well be addressed to a body of constructive statesmen or men originally contemplating a labor organization. It is an argument that would be pertinent against the organization of society into government. The will of the individual must consent to yield to the will of the majority, or no organization either of society into government, capital into combination, or labor into coalition can ever be effected. The individual must yield in order that the many may receive a greater benefit. The right of labor to organize for lawful purposes and by organic agreement to subject the individual members to rules, regulations, and conduct prescribed by the majority is no longer an open question in the jurisprudence of this country. I entirely agree with the views expressed on this subject by Judge Taft in Thomas *v.* Railway Company, supra, hereinbefore quoted.

After considering all the evidence bearing upon the issues now under discussion, and carefully weighing the foregoing and all other arguments of counsel, I am not able to find the existence of the conspiracy to secure recognition as charged.

In this I am fully confirmed by the fact that whatever may have been the loose talk between the defendants or either of them and complainant's president, at any of the personal interviews between them, all the correspondence making formal statements of the demands of the employees, and especially the letter of March 3, 1903, written in reply to the president's request for a specific statement of the grievances for the redress of which they proposed to strike, contained demands relating to wages and conditions of service only. Not a word

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is found in that ultimatum about recognition of the brotherhoods of committees or unionizing the roads, or anything else except the subject of wages, working rules, and the like.

This leads next to a consideration of the alleged conspiracy to interfere with the complainant's railroad in the discharge of its duties prescribed by the statutes of the United States relative to carrying the mails of the United States and relative to interstate commerce. There is no specific proof of any threat to interfere with the mail service, but such interference is claimed in argument to be necessarily involved and embraced in the proposed assault upon interstate commerce. There being no allegation of diversity of citizenship between complainant and the defendants, the jurisdiction of this court is invoked solely because of the Federal question arising under these statutes.

The matters in issue hereinbefore considered are not in and of themselves subject-matter of Federal cognizance, and would not have been argued by counsel, or considered by the court, except upon the theory claimed by complainant, that the acts and purposes disclosed by them were steps or links in the chain leading up to the ultimate conspiracy now under discussion, namely, to interfere with interstate commerce.

After citations from the Interstate Commerce Act, and the law against conspiracy, the court resumed:

From the foregoing it must appear that only bold, audacious, and reckless men would attempt or intend to engage in the unlawful and criminal acts complained of. These considerations are alluded to as bearing upon the probability or improbability of the truth of the charge made against the defendants. Now, what are the facts?

First, it is argued that the Western Association of Committees formed in the summer of 1902 at Kansas City, with which complainant's employees afterwards became affiliated, was such a combination as would facilitate the alleged conspiracy, and should therefore be regarded as evidence of it. It is true that was an association of the chairmen of the grievance committees of certain orders, including the Brotherhood of Railroad Trainmen, and embraced representatives of a large number, if not all, of the railroads operating west, southwest, and northwest of Chicago, and became and was a formidable body. The invitation to membership in the association recites its general purpose to be as follows:

"Changed conditions of work and employment which have come within the last few years have led our membership generally to the conviction that higher rates or standards of pay for conductors and trainmen are fully justified. Voicing that sentiment among the men, members of our general committees for this territory (more or less recently) made efforts to secure the increase desired. They have failed to secure general increases, principally because of inability to successfully answer or controvert the argument that the road in question was paying as much as its neighbors and competitors."

It further appears that the association, after considering other suggestions, finally decided to request an increase of wages of 20 per cent in freight service, and to make an effort to secure such advance in the wages of passenger conductors, trainmen, and yardmen as would harmonize with the figure so fixed for freight service. It further appears that in urging united action to secure these specific advances the address

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or invitation stated, among other things, as follows: "It is not expected that these requests will be accompanied by any other complaints or grievances when filed with the officials of any road."

So far as appears in the proof, this association was organized for a lawful and laudable purpose, namely, for the betterment of the condition of employees; and there is nothing before me (except certain [discredited] affidavits) to indicate that it was intended to accomplish this purpose by any unlawful means.

As already observed, the record before me shows that the Western Association of Committees is an organization that might facilitate a conspiracy like that charged, if so disposed. This might be said of any organized bodies, like the Masons, Odd Fellows, or the like, but such fact, in and of itself, affords no substantial evidence that the Western Association or the other orders referred to would resort to unlawful and criminal methods to accomplish their purpose.

It is also argued that the union and concert of action of the Brotherhood of Locomotive Firemen and of Railroad Trainmen, as shown by the proof in this case, are evidence of the unlawful conspiracy complained of. As already observed in another connection, this can not be so. Their purpose being lawful—that is to say, to secure increased wages and better conditions of service—the concert of action is per se lawful and proper, and, in the absence of proof of a purpose to accomplish their object by unlawful means, the usual presumption should rather be indulged that they would not resort to unlawful means to accomplish it.

Other facts and arguments have been urged upon the attention of the court by able counsel representing both sides of this controversy, all of which have received careful consideration by the court, but the principles already laid down, the observations made and conclusions reached, are not materially affected by them. They will therefore not be specifically adverted to.

It results that this court should not interfere with the exercise of the right on the part of complainant's employees, who are members of the brotherhoods in question, of quitting the service of complainant in a body, by restraining the defendants, who are officers of the brotherhood, from exercising the functions of their office prerequisite thereto, and that at the present time there is no reason shown for an injunction restraining the defendants from interfering with interstate commerce or the mail service of the United States.

The motion for a preliminary injunction is denied, and the ad interim restraining order heretofore made is vacated.

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LAWS OF VARIOUS STATES RELATING TO LABOR ENACTED SINCE JANUARY 1, 1896.

[The Second Special Report of this Bureau contains all laws of the various States and Territories and of the United States relating to labor in force January 1, 1896. Later enactments are reproduced in successive issues of the Bulletin from time to time as published.]

HAWAII.

ACTS OF 1903.

ACT 36.—*Payment of wages of laborers on public works.*

SECTION 1. From and after the passage of this act, the fifteenth and last day in a month are hereby designated the pay-days of all employees engaged in constructing or repairing roads, bridges or streets for the Territory of Hawaii.
Approved 23rd day of April, A. D. 1903.

ACT 37.—*Employment of labor on public works.*

SECTION 1.—No person shall be employed as a mechanic or laborer upon any public work carried on by this Territory, or by any political subdivision thereof, whether the work is done by contract or otherwise, unless such person is a citizen of the United States, or eligible to become a citizen: *Provided, however,* in the event unskilled citizen labor, or unskilled labor eligible to become citizen labor, can not be obtained to do the required work, the superintendent of public works, or the county board of control, or the mayor, or other chief executive of any municipality, respectively, shall have the power to issue permits to employ other than citizen, or eligible to become citizen, unskilled labor until said citizen, or eligible to become citizen, unskilled labor can be obtained.

SEC. 2. Eight hours of actual service shall constitute a day's labor for all mechanics, clerks, laborers and other employees employed upon any public work or in any public office of this Territory, or any political subdivision thereof, whether the work is done by contract or otherwise: *Provided, however,* That the full eight hours shall not apply to Saturdays or any holiday.

SEC. 3. A stipulation that no mechanics, clerks, laborers and other employees employed upon any public work in the employ of the contractor or subcontractor shall be required to work more than eight hours in any one calendar day, except in cases of extraordinary emergency, and that no mechanic or laborer, other than a citizen of the United States, or eligible to become a citizen, shall be employed, shall be contained in every contract to which the Territory or any political subdivision thereof is a party.

SEC. 4. Any contractor, person, firm or corporation, or any officer of the Territory, or of any political subdivision thereof, violating any of the provisions of this act, shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be subject to a fine of not less than ten dollars nor more than one hundred dollars for each offense. Any and each and every such violation shall be deemed a separate offense for each day thereof, and for each mechanic, clerk, laborer and other employee employed upon any public work, employed in violation of the provisions of this act. Any contract or subcontract for any public work in this Territory that does not comply with the provisions of section 3 of this act shall be absolutely void.
Approved this 23rd day of April, 1903.

ACT 52.—*Exemption of wages.*

SECTION 1. Section 8 of act 9 of the Session Laws of 1901 is hereby amended so as to read as follows:
"Section 8. One half of the wages due every laborer or person working for wages."
Approved this 28th day of April, A. D. 1903.

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MINNESOTA.

ACTS OF 1901.

[See page 1142 of Department of Labor Bulletin, No. 42, for other labor legislation of 1901.]

Chapter 195.—*Examination and licensing of operators of passenger elevators.*

Section 1. No person shall hereafter run or operate any passenger elevator in any city having a population of over fifty thousand (50,000) of this State until he shall have been duly registered and licensed to run passenger elevators as hereinafter provided.

Sec. 2. Before any person shall hereafter engage in running or operating any passenger elevator in any city of this State having a population of over fifty thousand, he shall register his name and place of residence with the building inspector, or if none the city engineer of said city in a book to be provided and kept by said building inspector, or, if none, the city engineer for the purpose, and shall submit to an examination by and before said building inspector, or, if none, the city engineer, as to his age and knowledge of the mechanical construction and principal parts of passenger elevators, and as to his practical experience in operating the same, and his ability and competency to properly operate such passenger elevator and machinery, and shall make an application to said building inspector, or, if none, the city engineer for a license to operate passengers [sic] elevators. Such examination shall be held within ten days after such application, or at such other time as may be fixed by the building inspector, or if none, the city engineer: *Provided,* That nothing herein contained shall prevent any person who has made such application from running or operating any passenger elevator until such examination is held as so required.

If such building inspector, or, if none, city engineer shall, upon due and thorough examination, find that such applicant for license as aforesaid is possessed of sufficient knowledge, skill and ability to properly operate and run passenger elevators with safety to passengers therein, said building inspector, or, if none, city engineer shall issue to such applicant a license certificate stating that upon due and thorough examination they find that the licensee therein named is possessed of sufficient knowledge, skill and ability, and is competent to properly operate and run passenger elevators with safety to passengers therein, and duly licensing such applicant to operate and run passenger elevators in cities of this State having a population of over fifty thousand.

All licenses issued under this act shall expire one year after the date of issuing the same. Said building inspector, or, if none, city engineer, shall not issue such license to any person not possessing the qualifications, knowledge, skill and ability to properly operate passenger elevators hereinbefore specified; every person licensed to operate passenger elevators shall keep his license conspicuously posted in the carriage of the elevator which he operates: *Provided,* That before any license is issued the applicant shall pay to the authority issuing the same a fee of twenty-five cents, which shall be used only for the payment of incidental and necessary expenses. (Amended form approved March 11, 1902.)

Sec. 3. No owner, agent, occupant or other person having charge of any building in any city of this State, having a population of over fifty thousand shall procure, employ or permit, or cause to be procured, employed or permitted, any person not duly licensed as herein provided to operate or run any passenger elevator or elevators in any such buildings of which such owner, agent, occupant or other person having [has] charge or control.

Sec. 4. Any person who shall violate any of the provisions of this act shall be guilty of a misdemeanor, and shall upon conviction be punished by a fine not to exceed one hundred dollars, or upon default in the payment of such fine, by imprisonment not to exceed ninety days.

Approved April 10, 1901.

NEW JERSEY.

ACTS OF 1903.

Chapter 64.—*Regulation and inspection of bakeries.*

1. Section three of the act entitled "An act to regulate the manufacture of flour and meal food products," approved April sixteenth, one thousand eight hundred and ninety-six, is hereby amended so as to read as follows:

3. Every room used for the manufacture of flour or meal food products shall be at least eight feet in height, and shall have, if required by the factory inspector or a

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deputy factory inspector, an impermeable floor, constructed of wood properly saturated with linseed oil; the side-walls of such rooms shall be plastered or wainscoted except where brick walls are shown, and, if required by the factory inspector, or a deputy factory inspector, shall be whitewashed at least once in three months; the furniture and utensils in such rooms shall be so arranged that the furniture and floor may at all times be kept in a proper and healthful, sanitary and clean condition; no domestic animal, except cats, shall be allowed to remain in a room used as a biscuit, bread or cake bakery, or for the storage of flour or meal food products.

2. Section seven of the said act is hereby amended so as to read as follows:

7. Any owner or proprietor of the business of any biscuit, bread of [or] cake bakery who shall violate any provision of sections one or ten of this act, or any act amendatory hereof or supplementary hereto, or shall refuse or omit to comply with any requirement of the factory inspector or deputy factory inspector as herein provided, or who shall, for thirty days after receiving notice in writing from any person or persons requiring compliance with the provisions of this act, refuse or omit to comply with the provisions of sections two, three, four, five or six of this act, shall forfeit and pay for the first offense a penalty of one hundred dollars, and for each subsequent offense a penalty of two hundred and fifty dollars.

3. Section eight of the said act is hereby amended so as to read as follows:

8. The factory inspector, and the deputy factory inspectors within their respective districts, shall require and enforce compliance with all the provisions of this act, and for that purpose it shall be the duty of the factory inspector to personally visit and inspect all biscuit, bread and cake bakeries, and rooms or places used for the storage of flour or meal food products, or to cause such visit and inspection to be made by a deputy factory inspector within his own district not less than once in six months; and whenever a complaint in writing, signed by any worker or employee in any such bakery, shop or place, or by any officer or representative of any labor union in the county wherein the same is located, shall be received by the said factory inspector, or a deputy factory inspector, stating that any provision of this act is being violated in any bakery, shop or place therein designated, it shall be the duty of the said factory inspector in any event, and also of the deputy factory inspector within his own district, if such complaint is received by him, to forthwith visit and inspect the bakery, shop or place so designated; every such visit or inspection shall be made in the presence of those then working or employed in any such bakery, shop or place during the usual hours of employment therein; and thereupon the said factory inspec or, or a deputy factory inspector within his own district, upon being satisfied that all the provisions of this act, and of all acts amendatory hereof or supplementary hereto, are being complied with therein, may issue a certificate to the person, persons or corporation conducting or carrying on any such bakery, shop or place, that the same is conducted in compliance with the provisions of this act, and of the acts amendatory hereof and supplementary hereto.

4. Section nine of the said act is hereby amended so as to read as follows:

9. Any notice given under or pursuant to this act, or any act amendatory hereof or supplementary hereto, shall be in writing, and may be served upon such owner or proprietor either personally or by mail, or by leaving the same at the bakery, shop or place therein designated or referred to, during the usual hours of employment therein; and the mailing of any notice, with postage prepaid, directed to such owner or proprietor at his last-known post-office address, or to the address of any bakery, shop or place therein designated or referred to, shall be deemed sufficient.

5. There shall be added to the said act a new section, to be known as section ten, which shall read as follows:

10. No person under the age of eighteen years shall be employed, or required, permitted or suffered to work, in a biscuit, bread or cake bakery between the hours of seven o'clock in the afternoon and seven o'clock in the forenoon.

6. There shall be added to the said act a further section, to be known as section eleven, which shall read as follows:

11. Any penalty incurred under or by virtue of any provision of this act, or of any act amendatory hereof or supplementary hereto, may be recovered in an action of debt in any court of law of this State having jurisdiction of civil causes, to be brought by and in the name of any person or persons of full age, or corporation, who will bring the same, which action may be commenced, as in ordinary cases, by summons, which need not be indorsed as in qui tam actions, and shall be proceeded with therein, as in ordinary cases, in the court where such action is brought, and the finding or verdict shall be that the defendant has or has not (as the case may be) incurred the penalty claimed in the demand of the plaintiff, and judgment shall be given accordingly; and in case of recovery one-half of the amount of the judgment recovered shall belong to the person, persons or corporation by whom the action is brought and the other half thereof shall be paid by the person, persons or

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corporation recovering the same to the treasurer of the State of New Jersey for the use of the State; in case execution shall be issued in such action and returned unsatisfied, the court, on application and two days' notice to the defendant or defendants, may award an execution to take the body of the defendant or defendants, as in other cases where a capias or warrant may issue out of the court wherein such action is brought, and thereafter the rights, remedies and liabilities of the parties, and the proceedings in the case, shall be the same, as nearly as may be, as in other actions in such court where an execution to take the body of the defendant or defendants has been issued.

Approved March 24, 1903.

CHAPTER 66.—*Employment of children.*

1. The factory and workshop inspector appointed under the provisions of the act to which this act is a supplement shall hereafter be appointed by the governor, and shall be answerable to the governor for the faithful discharge of his duties.

2. For any neglect or failure to perform his duties, the factory or workshop inspector shall be subject to immediate suspension by the governor and loss of pay for such time as the governor may think proper; and he may also be discharged by the governor, in his discretion, after being given an opportunity to make a statement and present evidence in his defense, and if so discharged, the term of said inspector shall end with the date on which he is discharged.

Approved March 25, 1903.

CHAPTER 201.—*Employment of children.*

1. Section one of the act [approved March fifth, one thousand eight hundred and eighty-three] to which this is amendatory is hereby amended to read as follows:

1. No child under the age of fourteen years shall be employed in any factory, workshop, mine or establishment where the manufacture of any goods whatever is carried on.

2. Section two of the act to which this is amendatory is hereby repealed.

3. All acts and parts of acts inconsistent herewith are hereby repealed, and this act shall take effect September first.

Approved April 8, 1903.

CHAPTER 257.—*Railroad employees—Disobedience of rules—Strikes.*

61. Any employee of any railroad company who shall willfully or negligently disregard and disobey any rule, regulation or published order of the company in regard to the running of trains, shall be deemed guilty of a misdemeanor; * * * the penalties imposed by this section shall not exclude any other liability, penalty or remedy, civil or criminal.

62. If any railroad employee on any railroad within this State engaged in any strike or with a view to incite others to such strike, or in furtherance of any combination or preconcert with any other person to bring about a strike, shall abandon the engine in his charge when attached to a train at any place other than the schedule or otherwise appointed destination of such train, or shall refuse or neglect to continue to discharge his duty, or to proceed with such train to the place of destination aforesaid; of if any railroad employee within this State, for the purpose of furthering the object of or lending aid to any strike organized or attempted to be maintained on any other railroad, either within or without the State, shall refuse or neglect in the course of his employment to aid in the movement over and upon the tracks of the company employing him of the cars of such other railroad company received therefrom in the course of transit, he shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined not less than one hundred nor more than five hundred dollars, and may also be imprisoned for a term not exceeding six months, at the discretion of the court.

63. If any person in aid or furtherance of the objects of any strike upon any railroad, shall interfere with, molest or obstruct any locomotive engineer or other railroad employee engaged in the discharge or performance of his duty as such, or shall obstruct any railroad track within this State, or shall injure or destroy the rolling stock or other property of any railroad company, or shall take possession of or remove any such property, or shall prevent or attempt to prevent the use thereof by such company or its employees, or shall by offer of recompense induce any employee of any railroad company within this State to leave the service of such company while in transit, every such person offending shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be fined not exceeding five hundred dollars, and may also be imprisoned not more than one year, at he [the] discretion of the court.

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SOUTH CAROLINA.

ACTS OF 1903.

Act No. 40.—*Accident insurance.*

Section 2. Each and every such [manufacturing] company shall further have full power and authority to become a member of any mutual company or association, and to severally subscribe and subject themselves to the constitution and by-laws thereof, which shall be or may have been formed or incorporated, with a view of affording to the members thereof, insurance against or indemnity for any accident or mishap, * * *.

Approved the 23rd day of February, A. D. 1903.

Act No. 46.—*Convict labor.*

Section 1. All incorporated towns and cities are hereby authorized and empowered, in addition to the powers now conferred upon them by law, to own and operate rock quarries, for the purpose of improving roads, highways and streets within their respective jurisdictions, and to work convicts in operating said rock quarries.

Sec. 2. The police jurisdiction and authority of such towns and cities shall extend over all prisoners in transit between said rock quarries and said cities and towns.

Approved the 20th day of February, A. D. 1903.

Act No. 48.—*Liability of railroad companies for injuries to employees—Relief departments.*

Section 1.—From and after the approval of this act, when any railroad company has what is usually called a relief department for its employees, the members of which are required or permitted to pay some dues, fees, moneys or compensation to be entitled to the benefits thereof, upon the death or injury of the employee, a member of such relief department, such railroad company [shall] be, and is hereby, required to pay to the person entitled to same, the amount it was agreed the employee or his heirs at law should receive from such relief department; the acceptance of which amount shall not operate to estop or in any way bar the right of such employee, or his personal representative, from recovering damages of such railroad company for injury or death caused by the negligence of such company, its agents or servants, as now provided by law; and any contract, or agreement to the contrary, shall be ineffective for that purpose.

Approved the 23rd day of February, A. D. 1903.

Act No. 52.—*Sunday labor—Railroads.*

Section 1. Section 2122 of the Civil Code of Laws of 1902 of South Carolina [shall] be amended * * * so that said section shall read as follows:

Sec. 2122. Said corporations or persons may run on Sundays trains laden exclusively with vegetables and fruits; and on said day, in any and every month, their regular mail trains and such construction trains as may be rendered necessary by extraordinary emergencies other than those incident to freight or passenger traffic, and such freight trains as may be in transit which can reach their destination by six o'clock in the forenoon: *Provided,* That the railroad commissioners shall have the power (upon proper application made to them for the purpose by the officers of the church or religious denominations in charge of the place where such services are to be held) to authorize and permit the running of trains on any Sunday in the year for the transporting of passengers to and from religious services: *Provided,* The application for the permit and the authority granted must both be in writing and made a part of the records of said railroad commissioners.

Approved the 21st day of February, A. D. 1903.

Act No. 70.—*Convict labor.*

Section 1. Section 77, Criminal Code of South Carolina, Vol. 2, * * * is hereby amended * * * so that said section * * * shall read as follows:

Sec. 77. In every case in which imprisonment is provided as punishment, in whole or in part, for any crime, such imprisonment shall be either in the penitentiary, with or without hard labor, or in county jail, with or without hard labor, at the discretion of the circuit judge pronouncing the sentence: *Provided,* That all able-bodied male convicts, whose sentences shall not be for a longer period than ten years, except persons convicted of assault with intent to rape, shall be sentenced to hard labor upon the public works of the county in which such convict shall have been con-

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victed, and in the alternative to imprisonment in the county jail or State penitentiary at hard labor.

Approved the 23rd day of February, A. D. 1903.

Act No. 74.—*Employment of children.*

Section 1. From and after the first day of May, 1903, no child under the age of ten years shall be employed in any factory, mine or textile manufacturing establishment of this State; and from and after the first day of May, 1904, no child under the age of eleven shall be employed in any factory, mine or textile establishment of this State; from and after the first day of May, 1905, no child under the age of twelve years shall be employed in any factory, mine or textile establishment of this State, except as hereinafter provided.

Sec. 2. From and after May first, 1903, no child under the age of twelve years shall be permitted to work between the hours of 8 o'clock p. m. and 6 o'clock in the morning in any factory, mine or textile manufactory of this State: *Provided,* That children under the age of twelve, whose employment is permissible, under the provisions of this act, may be permitted to work after the hour of 8 p. m. in order to make up lost time, which has occurred from some temporary shut down of the mill, on account of accident or breakdown in the machinery, which has caused loss of time: *Provided, however,* That under no circumstances shall a child below the age of twelve work later than the hour of 9 p. m.

Sec. 3. Children of a widowed mother and the children of a totally disabled father, who are dependent upon their own labor for their support, and orphan children who are dependent upon their own labor for their support, may be permitted to work in textile establishments of this State for the purposes of earning their support: *Provided,* That in the case of a child or children of a widowed mother or of a totally disabled father, the said mother or the said father, and in case of orphan children, the guardian of said children or person standing, in loco parentis of said child or children, shall furnish to any of the persons named in section 4 of this act an affidavit duly sworn to by him or her before some magistrate or clerk of court of the county in which he or she resides, stating that he or she is unable to support the said children, and that the said children are dependent upon their own labor for their support, then, and in that case, the said child or children of the said widowed mother and the said disabled father and said orphan children shall not be affected by the prohibitions of section 1 of this act; and filing of said affidavit shall be full justification for their employment: *Provided, further,* That the officer before whom the said affidavit shall be subscribed shall indorse upon the back thereof his approval and his consent to the employment of said child or children. Any person who shall swear falsely to the facts set forth in said acts shall be guilty of perjury and shall be indictable as provided by law: *Provided, further,* That the employment of said child or children shall be subject to the hours of labor herein limited.

Sec. 4. Any owner, superintendent, manager or overseer of any factory, mine or textile manufacturing establishment, or any other person in charge thereof or connected therewith, who shall knowingly employ any child contrary to the provisions of this act, shall be guilty of a misdemeanor, and for every such offense shall, upon conviction thereof, be fined not less than ten dollars nor more than fifty dollars, or be imprisoned not longer than thirty days, at the discretion of the court.

Sec. 5. Any parent, guardian or other person having under his or her control any child, who consents, suffers or permits the employment of his or her child or ward under the ages as above provided, or who knowingly or willfully misrepresents the age of such child or ward to any of the persons named in section 4 of this act, in order to obtain employment for such child or ward, shall be deemed guilty of a misdemeanor, and for every such offense shall, upon conviction thereof, be fined not less than ten dollars nor more than fifty dollars, or be imprisoned not longer than thirty days, in the discretion of the court.

Sec. 6. Any parent, guardian or person standing in loco parentis, who shall furnish to the persons named in section 4 of this act a certificate that their child or ward has attended school for not less than four months during the current school year, and that said child or children can read and write, may be permitted to obtain employment for such child or children in any of the textile establishments of this State during the months of June, July and August, and the employment of such child or children during the said months upon the proper certificate that such child or children have attended school as aforesaid, shall not be in conflict with the provisions of this act.

Sec. 7. In the employment of any child under the age of twelve years in any factory, mine or textile manufacturing establishment, the owner or superintendent of

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such factory, mine or textile manufacturing establishment shall require of the parent, guardian or person standing in loco parentis of such child, an affidavit giving the age of such child, which affidavit shall be placed on file in the office of the employer; and any person knowingly furnishing a false statement of the age of such child shall be guilty of a misdemeanor, and for every such offense shall, upon conviction, be fined not less than ten dollars nor more than fifty dollars, or be imprisoned not longer than thirty days, in the discretion of the court.

Approved the 13th day of February, A. D. 1903.

VIRGINIA.

ACTS OF 1902-3—EXTRA SESSION.

Chapter 148.—*Employment offices.*

Section 130. Any person who hires or contracts with laborers, male or female, to be employed by persons other than himself, shall be deemed to be a labor agent; and no person shall engage in such business without having first obtained a license therefor. Every person who shall without a license conduct business as a labor agent shall pay a fine of not less than one hundred dollars nor more than five hundred dollars.

Sec. 131. Every person who engages in the business of a labor agent shall pay twenty-five dollars for the purpose of transacting said business; but before any such license shall be issued, the applicant shall produce a certificate from the corporation court of the city, or the circuit court of the county in which such labor agent proposes to have his office, or of the county in which he proposes to do business, that to the personal knowlege of the judge of such court, or from the information of credible witnesses under oath before such court, the court is satisfied that the applicant is a person of good character and honest demeanor.

Approved April 16, 1903.

Chapter 156.—*Employment of children—Age limit—Night work.*

1. No child under the age of fourteen years and over twelve years of age shall be employed in any manufacturing, mechanical, or mining operations in this Commonwealth to work between the hours of six o'clock post-meridian and seven o'clock ante-meridian; and no child under the age of twelve years shall be employed in any manufacturing, mechanical, or mining operation in this Commonwealth; and any owner, agent, superintendent, overseer, foreman, or manager of any manufacturing, mechanical, or mining operation who shall knowingly employ, or permit to be employed, in the operation of which he is owner, agent, superintendent, overseer, foreman, or manager any child contrary to the provisions of this act, and any parent or guardian who allows or consents to such employment of his child or ward, shall, upon conviction of such offense, be fined not less than twenty-five dollars nor more than one hundred dollars.

2. This act shall be in force on and from January first, nineteen hundred and four.

Approved April 16, 1903.

Chapter 187.—*Trade marks of trade unions.*

1. Whenever any person, firm, corporation, or any association or union of workingmen has heretofore adopted or used, or shall hereafter adopt or use, any label, trade mark, term, design, device, or form of advertisement for the purpose of designating, making known, or distinguishing any goods, wares, merchandise, or other product of labor, as having been made, manufactured, produced, prepared, packed or put on sale by such person, firm or corporation, or association or union of workingmen, by a member or members of such association or union, and has filed the same for registry as hereinafter provided, it shall be unlawful to counterfeit or imitate such label, trade mark, term, design, device or form of advertisement, or to use, sell, offer for sale, or in any way utter or circulate any counterfeit or imitation of any such label, trade mark, term, design, device or form of advertisement.

2. Whoever counterfeits or imitates any such registered label, trade mark, term, design, device, or form of advertisement, or knowingly and with intent to deceive, sells, offers for sale, or in any way utters or circulates any counterfeit or imitation of any such registered label, trade mark, term, design, device, or form of advertisement, or knowingly and with intent to deceive, keeps or has in his possession, with the intent that the same shall be sold or disposed of, any goods, wares, merchandise, or

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other product of labor to which, or on which, any such counterfeit or imitation is printed, painted, stamped or impressed, or knowingly and with intent to deceive, knowingly sells or disposes of any goods, wares, merchandise or other product of labor contained in any box, case, can, or package to which, or on which, any such counterfeit or imitation is attached, affixed, printed, painted, stamped or impressed, or knowingly and with intent to deceive, keeps or has in his possession with intent that the same shall be sold or disposed of, any goods, wares, merchandise, or other product of labor in any box, case, can, or package to which, or on which, any such counterfeit or imitation is attached, affixed, printed, painted, stamped or impressed, shall be punished by a fine of not more than one hundred dollars, or by imprisonment for not more than three months. All such applications for registry shall be made on forms prescribed by the secretary of the Commonwealth, and any person applying to the secretary of the Commonwealth for a certificate of registry of any label, trade mark, term, design, device or form of advertisement, shall furnish to the said secretary a copy, fac-simile, or counterpart thereof.

3. Every such person, firm, corporation, association or union that has heretofore adopted or used, or shall hereafter adopt or use a label, trade mark, term, design, device, or form of advertisement, as provided in section one of this act, may file the same for registry in the office of the secretary of the Commonwealth by leaving six copies, counterparts, or fac-similes thereof with the said secretary, and by filing herewith a sworn application, specifying (1) the name or names of the person, firm, corporation, association or union, on whose behalf such label, trade mark, term, design, device or form of advertisement shall be filed; (2), the class of merchandise and the description of the goods to which it has been, or is intended to be appropriated, stating that the party so filing, or on whose behalf such label, trade mark, term, design, device, or form of advertisement shall be filed, has a right to use the same; (3), that no other person, firm, association, union, or corporation has the right to such use, either in the identical form or in any such near resemblance thereto as may be calculated to deceive, and (4), that the fac-simile or counterparts filed therewith are true and correct. There shall be paid for such filing and registry to the secretary of the Commonwealth a fee of two dollars and fifty cents. Said secretary shall deliver to such person, firm, corporation, association, or union so filing, or causing to be filed, any such label, trade mark, term, design, device or form of advertisement, so many duly attested certificates of the registry of the same as such person, firm, corporation, association, or union may apply for, for each of which certificates said secretary shall receive a fee of two dollars and fifty cents. Any such certificate of registry shall in all suits and prosecutions under this act be sufficient proof of the adoption and registry of such label, trade mark, term, design, device, or form of advertisement. Said secretary of the Commonwealth shall not record for any person, firm, corporation, union, or association any label, trade mark, term, design, device, or form of advertisement that would probably be mistaken for any label, trade mark, term, device, or form of advertisement heretofore filed by or on behalf of any other person, firm, corporation, union or association.

4. Any person who shall for himself, or on behalf of any other person, firm, corporation, association, or union, procure the filing and registry of any label, trade mark, term, design, or form of advertisement in the office of the secretary of the Commonwealth, under the provisions of this act, by making any false or fraudulent representations or declaration, verbally, or in writing, or by any fraudulent means, shall be liable to pay any damages, sustained in consequence of any such filing, to be recovered by or on behalf of the party injured thereby, in any court having jurisdiction, and shall be punished by a fine not exceeding one hundred dollars, or by imprisonment not exceeding three months.

5. Every such person, firm, corporation, association, or union which has adopted and registered a label, trade mark, term, design, device, or form of advertisement as aforesaid, may proceed by suit to enjoin the manufacture, use, display, or sale of any counterfeits or imitations thereof, and all courts of competent jurisdiction shall grant injunctions to restrain such manufacture, use, display, or sale, as may be by the said court deemed just and reasonable, and shall require the defendants to pay to such person, firm, corporation, association, or union, all profits derived from such wrongful manufacture, use, display, or sale; and such court shall also order that any such counterfeits or imitations in the possession, or under the control of any defendant in such cause be delivered to an officer of the court, or to the complainant, to be destroyed.

6. Every person who shall use or display the genuine registered label, trade mark, term, design, device, or form of advertisement, of any such person, firm, corporation, association, or union in any manner, not being authorized so to do by such person, firm, corporation, union, or association, shall be deemed guilty of a misdemeanor,

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and shall be punished by imprisonment for not more than three months, or by a fine of not more than one hundred dollars. In all cases where such association, or union, is not incorporated, suits under this act may be commenced and prosecuted by an officer, or member of association or union, on behalf of, and for the use of such association or union.

7. Any person, or persons, who shall in any way use the name or seal of any such person, firm, corporation, association, or union, or officer thereof, in and about the sale of goods, or otherwise, not being authorized to so use the same, shall be guilty of a misdemeanor, and shall be punishable by imprisonment for not more than three months, or by a fine of not more than one hundred dollars.

Approved April 30, 1903.

CHAPTER 201.—*Convict labor.*

1. Sections * * * forty-one hundred and thirty-three * * * forty-one hundred and seventy-two and forty-one hundred and seventy-three of the Code of Virginia [shall] be amended and re-enacted so as to read as follows:

Sec. 4133. The superintendent shall have authority to furnish to any county in the State, upon the requisition of the board of supervisors of such county, approved by the judge of the county or circuit court, convicts whose term of service, at the time of the application for them, does not exceed five years, to work on the county roads, under such regulations as the board of supervisors may prescribe in conformity with this chapter, and on such conditions as to safe-keeping as the superintendent and said board may agree upon: *Provided*, That if the supervisors shall deem it best that the convicts furnished be employed on any turnpike or macadamized road in their county, the said board may so employ them, or arrange for their employment on such road with the company authorized to construct the same.

Sec. 4172. The superintendent, by and with the advice and consent of the board, may enter into contracts for the employment of convicts in the penitentiary, not otherwise employed, and, as fas [far] as practicable, confine such convict labor to manufacturing purposes. Additional shops may be erected by the contractors, in the penitentiary grounds, for the employment of the convicts so hired: *Provided*, That the State shall not incur any expense thereby.

Sec. 4173. The superintendent, with the consent and advice of the board, may establish a system of tasking the convicts in the different wards of the penitentiary, when it can be done, and allow to any convict a reasonable compensation for work done beyond his task, which shall be placed to his credit, and paid to him when he is discharged from prison; or, if he request that a portion, or all of it, be paid to his family, or near relatives, the superintendent may do so at any time during his imprisonment; or, if he so desire, it may be paid to him, from time to time, in provisions or other articles selected from a standing list, to be prepared by the superintendent, and approved by the board, said articles to be purchased by the superintendent, as provided in section forty-one hundred and sixty-two, and charged to the convicts at cost. The amount to be allowed for work done shall be fixed by the superintendent, with the approval of the board.

Approved May 5, 1903.

CHAPTER 218.—*Protection of employees on street railways—Inclosed platforms.*

1. An act to amend and reenact an act entitled an act to require city and street railway companies to run vestibuled fronts on all cars run on their lines during the months of December, January, February, and March of each year, approved December twenty-fourth, eighteen hundred and ninety-nine, [shall] be amended and reenacted as follows:

Sec. 1. All urban, interurban, and suburban electric railway companies [shall] be, and they are hereby, required to use vestibuled fronts on all motor cars run, operated or transported by them on their lines during the months of November, December, January, February, March, and April of each year: *Provided*, That such vestibuled fronts need not be used on open summer cars run, operated or transported by them, during the months of November and April, and provided, that said companies shall not be required to close the sides of said vestibules, and any such company refusing or failing to comply with said requirement shall be subject to a fine of not less than ten dollars nor more than one hundred dollars for each offense.

Approved May 13, 1903.

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