minors of his age will not be set aside because of false representations as to age by the minor to the employer in obtaining the employment. Bloomer Brewery, Inc. v. Industrial Comm. 239 W 605, 2 NW (2d) 226.

For purposes of primary compensation an employe is impliedly authorized to do work other than that for which he may be specifically employed; but for purposes of treble compensation to an employe who is a minor, 102.60 (3) requires that he shall be "employed, required, suffered, or permitted" to work at prohibited employment, and contemplates that the authority to do the prohibited work in which he was engaged at the time of injury shall be fairly inferred from the terms of a specific employment or pursuant to a specific requirement imposed without its terms or that it shall be done with the employer's knowledge and acquiescence. Anderson v. Industrial Comm. 250 W 330, 27 NW (2d) 499.

The child-labor laws are for the protection of the child, and the duty of obeying such laws is on the employer and not on the minor. The liability of an employer for double compensation under 102.60, where the injured employe was a minor employed without a required labor permit, is not predicated on the negligence of the employer and he is liable even though the failure to have such permit was not a cause of the injury, and even though the minor obtained his employment by falsifying his age and practicing deceit. Hertz Drivurself Stations v. Industrial Comm. 254 W 308, 35 NW (2d) 910.

102.61 History: 1921 c. 534; Stats. 1921 s. 2394—9m; 1923 c. 291 s. 3; Stats. 1923 s. 102.10; 1931 c. 403 s. 65; Stats. 1931 s. 102.61; 1937 c. 349; 1949 c. 107; 1969 c. 276 s. 584 (1) (a).

In administering 102.61, Stats. 1949, the industrial commission has no power to interpret the federal and state rehabilitation laws and only a limited, if any, power of review of action of the state vocational education board in respect thereto. Massachusetts B. & I. Co. v. Industrial Comm. 275 W 505, 82 NW (2d) 191.

102.62 History: 1917 c. 624; Stats. 1917 s. 2394—9 (7); 1919 c. 680 s. 1; Stats. 1919 s. 2394—9 (8); 1921 c. 451; 1921 c. 590 s. 28; 1923 c. 291 s. 3; Stats. 1923 s. 102.09 (8); 1931 c. 403 s. 66; Stats. 1931 s. 102.62; 1951 c. 382; 1969 c. 276 s. 584 (1) (a).

A compromise agreement between an injured employe and a workmen's compensation insurance carrier, which purported to release the insurer and employer from all liability, did not relieve the employer from the statutory liability for increased compensation for injury caused by the employer's violation of safety orders, since the insurer, whose liability for such increased compensation was secondary, could not, under the workmen's compensation act, bargain for release of the primary liability of the employer. R. J. Wilson Co. v. Industrial Comm. 219 W 463, 263 NW 204.

102.63 History: 1925 c. 171; Stats. 1925 s. 102.09 (9); 1931 c. 403 s. 67; Stats. 1931 s. 102.63; 1969 c. 276 s. 584 (1) (a).

102.64 History: 1931 c. 403 s. 68; Stats. 1931 s. 102.64; 1953 c. 328; 1967 c. 43 s. 181m; 1967 c. 291 s. 14; 1969 c. 276.

Revisor's Note, 1931: This section is from third and fourth sentences of 102.16 (1); and 102.17 (5); and the second sentence of 102.26 (1) without change of meaning. [Bill 380-S, s. 68]

102.64 (3) does not require the attorney general to appear where the industrial commission acquiesces in the trial court's decision. Cathey v. Industrial Comm. 25 W (2d) 184, 130 NW (2d) 777.

CHAPTER 103.

Employment Regulations.

103.01 History: 1913 c. 381; Stats. 1913 s. 1728—1; 1923 c. 291 s. 3; Stats. 1923 s. 103.01; 1935 c. 329; 1969 c. 392 s. 84.

103.02 History: 1867 c. 83; 1877 c. 289; 1878 c. 187; R. S. 1878 s. 1728; 1883 c. 135; Ann. Stats. 1889 s. 1728; Stats. 1898 s. 1728; 1911 c. 548; Stats. 1911 s. 1728, 1728—1; 1913 c. 381; Stats. 1913 s. 1728—2; 1923 c. 117, 185; 1923 c. 291 s. 3; 1923 c. 449 s. 60b; Stats. 1923 s. 103.02; 1925 c. 27; 1931 c. 235; 1943 c. 375 s. 37; 1955 c. 10; 1957 c. 672; 1969 c. 276 s. 584 (1) (a).

On legislative power generally and on delegation of power see notes to sec. 1, art. IV.

Sec. 1728-2, Stats. 1915, requires that women shall not be permitted to work in any place for such a period of time as will be prejudicial to their health; and it authorizes the industrial commission upon investigation to determine what employments are dangerous or prejudicial to the life, health, safety or welfare of women, and to determine how long women may be engaged in any employment without incurring such danger or prejudice, and to establish by general orders the times which women may labor in such employments. State v. Lange C. Co. 164 W 228, 157 NW 777, 160 NW 57.

This section, regulating hours of labor for women, is applicable to municipal corporations in the performance of their proprietary functions. 12 Atty. Gen. 99.

An employer has no right to employ a woman during a day she has already worked the maximum length of time allowed under the statute. 13 Atty. Gen. 255.

A female apprentice is not limited by 103.02 (1), Stats. 1923, but comes under special provisions of 106.01. 13 Atty. Gen. 431.

A newspaper establishment engaged exclusively in printing and publishing a newspaper is not subject to regulations pertaining to hours of labor of female employes set forth in 103.01 to 103.04; but a newspaper establishment which carries on the business of job printing in connection with publication of a newspaper becomes subject to said regulations with respect to its business of job printing. 18 Atty. Gen. 38.

103.04 History: 1911 c. 548; Stats. 1911 s. 1728—1; 1913 c. 381; Stats. 1913 s. 1728—4; 1923 c. 291 s. 3; Stats. 1923 s. 103.04; 1931 c. 235; 1949 c. 262; 1969 c. 276 s. 584 (1) (a).

103.06 History: 1911 c. 522; Stats. 1911 s. 1728a—11; 1917 c. 677 s. 43; Spl. S. 1918 c. 2 s.

3; 1923 c. 291 s. 3; Stats. 1923 s. 103.06; 1951 c. 33.

103.07 History: 1911 c. 522; Stats. 1911 s. 1728a—12; Spl. S. 1918 c. 2 s. 3; 1923 c. 291 s. 3; Stats. 1923 s. 103.07.

103.08 History: 1911 c. 522; 1911 c. 664 s. 126; Stats. 1911 s. 1728a—13; 1917 c. 677 s. 44; Spl. S. 1918 c. 2 s. 3; 1923 c. 291 s. 3; Stats. 1923 s. 103.08; 1951 c. 33.

103.09 History: 1911 c. 522; Stats. 1911 s. 1728a—14; Spl. S. 1918 c. 2 s. 3; 1923 c. 291 s. 3; Stats. 1923 s. 103.09; 1969 c. 276 s. 584 (1) (a).

103.10 History: 1911 c. 522; 1911 c. 664 s. 126; Stats. 1911 s. 1728a—16; Spl. S. 1918 c. 2 s. 3; Stats. 1919 s. 1728a—15; 1923 c. 291 s. 3; Stats. 1923 s. 103.10; 1953 c. 61.

103.11 History: 1911 c. 522; Stats. 1911 s. 1728a—17; Spl. S. 1918 c. 2 s. 2; Stats. 1919 s. 1728a—16; 1923 c. 291 s. 3; Stats. 1923 s. 103.11.

103.16 History: 1899 c. 77 s. 1, 2; Supl. 1906 s. 1728L; 1911 c. 663 s. 307; 1923 c. 291 s. 3; Stats. 1923 s. 103.16.

103.17 History: 1899 c. 330 s. 1; Supl. 1906 s. 1728m; 1911 c. 663 s. 308; 1923 c. 291 s. 3; Stats. 1923 s. 103.17.

103.18 History: 1899 c. 330 s. 2; Supl. 1906 s. 1728n; 1911 c. 663 s. 308; 1923 c. 291 s. 3; Stats. 1923 s. 103.18.

The offense of attempting to influence the votes of employes by threatening their discharge or a change in their wages is not an offense against elections, but an offense against employes. To constitute the offense of attempting to influence the vote of an employe at an election by threatening his discharge, the attempt must be to influence an employe to give or withhold his vote for a particular man or measure. Vulcan L. Co. v. State, 194 W 636, 217 NW 412.

103.19 History: 1899 c. 330 s. 3; Supl. 1906 s. 1728o; 1911 c. 663 s. 308; 1923 c. 291 s. 3; Stats. 1923 s. 103.19.

103.20 History: 1899 c. 330 s. 4; Supl. 1906 s. 1728m to 1728o; 1911 c. 663 s. 308; Stats. 1911 s. 1728o—1; 1923 c. 291 s. 3; Stats. 1923 s. 103.20.

103.21 History: 1937 c. 401; Stats. 1937 s. 103.21; 1969 c. 276 ss. 398, 584 (1) (a).

103.22 History: 1937 c. 401; Stats. 1937 s. 103.22; 1969 c. 276 s. 584 (1) (a).

103.23 History: 1937 c. 401; Stats. 1937 s. 103.23; 1943 c. 350; 1947 c. 483; 1951 c. 341; 1969 c. 276 s. 584 (1) (a).

103.24 History: 1937 c. 401; Stats. 1937 s. 103.24; 1965 c. 433; 1967 c. 92 s. 22; 1967 c. 182.

103.25 History: 1937 c. 401; Stats. 1937 s. 103.25; 1943 c. 375 s. 38; 1957 c. 172; 1967 c. 92 s. 22; 1969 c. 276 s. 584 (1) (a).

103.26 History: 1937 c. 401; Stats. 1937 s. 103.26; 1967 c. 182; 1969 c. 276 s. 584 (1) (a).

103.27 History: 1937 c. 401; Stats. 1937 s. 103.27; 1969 c. 276 s. 584 (1) (a).

103.28 History: 1937 c. 401; Stats. 1937 s. 103.28; 1969 c. 276 s. 584 (1) (a).

103.29 History: 1937 c. 401; Stats. 1937 s. 103.29; 1969 c. 276 s. 584 (1) (a); 1969 c. 361.

103.30 History: 1937 c. 401; Stats. 1937 s. 103.30; 1967 c. 92 s. 22.

103.31 History: 1937 c. 401; Stats. 1937 s. 103.31; 1969 c. 276 s. 584 (1) (a).

103.37 History: 1949 c. 473; Stats. 1949 s. 103.37; 1969 c. 276 s. 584 (1) (b).

103.38 History: 1867 c. 83 s. 2; R. S. 1878 s. 1729; Stats. 1898 s. 1729; 1923 c. 291 s. 3; Stats. 1923 s. 103.38.

103.39 History: 1889 c. 474; Ann. Stats. 1889 s. 1729a; 1891 c. 430; Stats. 1898 s. 1729a; 1901 c. 47; Supl. 1906 s. 1729a; 1915 c. 114; 1917 c. 279; 1921 c. 460; 1923 c. 291 s. 3; Stats. 1923 s. 103.39; 1931 c. 262 s. 1; 1933 c. 303; 1933 c. 473 s. 1; 1947 c. 214; 1949 c. 141; 1961 c. 252; 1963 c. 64; 1969 c. 339 s. 27.

103.39 (2) had no application to the case of the president-treasurer of a company whose annual salary was $20,000; unpaid salary at his death of $11,000 should be paid to his estate, not his widow. Estate of Riebs, 8 W (2d) 110, 98 NW (2d) 453.

Employers are not required to pay employes, domiciled and employed without the state, semimonthly. 4 Atty. Gen. 1072.

A corporation to whom this section applies must pay employes twice a month, with no greater interval than 16 days between any 2 pay days. 10 Atty. Gen. 936.

Recovery for part performance by defaulting employe under employment contract. Corman, 38 MLR 139.

103.43 History: 1911 c. 364; Stats. 1911 s. 1729o; 1915 c. 457 s. 2; Stats. 1915 s. 1729p—1; 1919 c. 643; 1923 c. 291 s. 3; Stats. 1923 s. 103.43; 1925 c. 332.

See note to sec. 1, art. I, on limitations imposed by the Fourteenth Amendment, citing Biersach & Neidermayer Co. v. State, 177 W 388, 188 NW 650.

An advertisement for bricklayers need not disclose that there is a strike, at the place of the proposed employment, on the part of craftsmen other than bricklayers; and a statement in such advertisement that there were no labor troubles did not violate the statute. Walter W. Oeflein v. State, 177 W 394, 188 NW 633.

Employes who quit work in concert because of a proposed cut in wages thereby entered upon a lawful strike, such cut in wages being a grievance justifying their action. The existence of a strike is a question of fact, and in a prosecution under 103.43, Stats. 1923, the state must prove that at the time of the advertisement in question there was an actual existing strike in the defendant's shop. West Allis F. Co. v. State, 186 W 24, 202 NW 302.

It is not the intent of sec. 1729p-1, Stats. 1917, to reach the advertising medium in which a labor advertisement is published. 7 Atty. Gen. 204.

The industrial commission has no duty or authority to initiate investigations to ascertain whether an offense has been committed under sec. 1729p-1, as amended. 8 Atty. Gen. 759.

103.44 History: 1921 c. 259 s. 2; Stats. 1921 s. 1729r; 1923 c. 291 s. 3; Stats. 1923 s. 103.44; 1943 c. 275 s. 39; 1969 c. 276 s. 584 (1) (a).

103.45 History: 1899 c. 221 s. 1, 2; Supl. 1906 s. 1636—13; 1923 c. 291 s. 3; Stats. 1923 s. 103.45; 1969 c. 55.

103.455 History: 1931 c. 457; Stats. 1931 s. 103.455; 1943 c. 208; 1969 c. 276 s. 584 (1) (a).

When an employe, paid on a piece-work basis, has completed his work on a piece, his wages are "due and earned" within the meaning of 103.455, Stats. 1943, and the employer may not thereafter make a deduction from the employe's wages for defective work, without incurring double liability to the employe for the deduction, unless the employer has complied with the requirements of the statute for a determination that the defective piece was due to the employe's negligence. This section is not unreasonable or oppressive, or unconstitutional. Zarnott v. Timken-Detroit Axle Co. 244 W 596, 13 NW (2d) 53; Peters v. International Harvester Co. 248 W 451, 22 NW (2d) 518.

103.455, Stats. 1951, restrains discipline for faulty workmanship only when such discipline takes the form of deduction from wages covering services already performed. 41 Atty. Gen. 216.

103.457 History: 1945 c. 317; Stats. 1945 s. 103.457.

103.46 History: 1929 c. 123; Stats. 1929 s. 103.46.

103.465 History: 1957 c. 444; Stats. 1957 s. 103.465.

A contract not to compete, by an oil salesman, was valid where the prohibited period was 2 years and the area was limited to one county although the salesman had been active in others, and where the salesman developed his customers as an employe of plaintiff, had no technical training, and could probably take his customers with him to the great damage to his employer. Lakeside Oil Co. v. Slutsky, 8 W (2d) 157, 98 NW (2d) 415.

Although the agreement in question between an insurance agent and an insurance company did not contain a promise by the agent not to compete with the company after termination of employment, nevertheless, the agent's agreement to repay the excess of advances over credits as a debt if he did compete, when he was under no previous obligation to repay them, was a restrictive covenant, operative as a restriction against competition, particularly since the penalty involved was a substantial sum of money. Union Central Life Ins. Co. v. Balistrieri, 19 W (2d) 265, 120 NW (2d) 126.

103.49 History: 1931 c. 269; Stats. 1931 s. 103.49; 1949 c. 27; 1959 c. 436; 1961 c. 434; 1963 c. 457; 1965 c. 4, 630; 1967 c. 26; 1969 c. 276 s. 584 (1) (a).

A contract for grading grounds and installation of a sprinkler system is not a contract within the scope of 103.49 (1), Stats. 1931. 20 Atty. Gen. 481.

A contract for wrecking a gymnasium on the grounds of a state teachers' college is a contract within the terms of 103.49 (1). 20 Atty. Gen. 483.

A contract for the purchase and installation of a refrigerating unit in the laboratory at the university of Wisconsin is not within the meaning of 103.49 (1). 20 Atty. Gen. 484.

Construction of a well in a farmyard is not "the construction, or remodeling of any public building." 20 Atty. Gen. 599.

Specifications made for the building of an industrial school which specify the prevailing wage rate and which contain a paragraph authorizing the payment of the prevailing wage rate as modified by the industrial commission thereafter are valid. 21 Atty. Gen. 870.

Fixing minimum wage scale on public work. Mattison, 5 MLR 150.

103.50 History: 1931 c. 432; Stats. 1931 s. 103.50; 1943 c. 555; 1945 c. 12; 1949 c. 425; 1955 c. 221 s. 40; 1959 c. 526; 1963 c. 97, 457; 1965 c. 2; 1967 c. 7; 1969 c. 276 s. 584 (1) (a); 1969 c. 392 s. 87 (29).

Laborers may seek to recover proper wages in court without pursuing any administrative remedies. 103.50, Stats. 1957, does not provide an administrative forum for the enforcement of such claims. The functional "work on the site" test is to be applied to determine whether particular workers are included. Green v. Jones, 23 W (2d) 551, 128 NW (2d) 1.

It is compliance with 103.50, for the highway commission to state, in an advertisement, the prevailing rate of wage found by the industrial commission that will be rate of wage scale required on a project for public works, and that employes may be paid more but not less than such wage. 22 Atty. Gen. 492.

The applicability of 103.50 (1) to wages and hours of truck drivers performing certain hauling operations with respect to highway improvements is discussed in 38 Atty. Gen. 481.

The industrial commission may consider wage changes to become effective on May 1, under collective bargaining contracts previously negotiated, in determining the prevailing wage rate to be certified to the highway commission prior to such date. 48 Atty. Gen. 281.

The prevailing hourly rate for truck rental cannot be lower than the actual cost rate of operating the truck plus the wage rate for the operator. 49 Atty. Gen. 132.

On applicability of 103.50, Stats. 1963, to certain categories of highway construction labor in the light of the Green v. Jones decision see 53 Atty. Gen. 164.

103.51 History: 1931 c. 376; Stats. 1931 s. 268.18; 1935 c. 541 s. 130; 1935 c. 551 s. 5; Stats. 1935 s. 103.51.

A complaint by a labor union to restrain an employer from interfering with the rights of its employes freely to associate, self-organize, and designate representatives of their own choosing for the purpose of collective bargaining, states a cause of action. Any in-

terference, restraint or coercion of individual workmen, or with the right of labor freely to associate, self-organize, or designate representatives of their own choosing for the purpose of collective bargaining, is unlawful. Trustees of Wis. S. F. of Labor v. Simplex S. M. Co. 215 W 623, 256 NW 56.

The labor code is intended to encourage associations of workmen to bargain collectively and to protect such associations from dominance or control by employers, to the end that workmen may be able to bring to bear in their negotiations with employers whatever weight or power results from collective effort. American Furn. Co. v. I. B. of T. C. & H. of A., etc. 222 W 338, 268 NW 250.

A controversy between tile layers' unions and a tile contractor in which the unions seek to induce the contractor to conform to union rules governing wages, hours, apprenticeship and other working conditions, under which the contractor will be unable personally to continue to do the work ordinarily done by a journeyman or helper, constitutes a "labor dispute" within the labor code, 103.51 to 103.63, Stats. 1935, so as to allow peaceful picketing by the unions without interference by injunction. Senn v. Tile Layers Protective Union, 222 W 383, 268 NW 270, 872 affirmed, Senn v. Tile Layers Protective Union, 301 US 468.

A county may bargain collectively with a labor union regarding relief but is not required to do so by the labor relations act, ch. 111, Stats. 1937, nor by 103.51 to 103.63. 27 Atty. Gen. 10.

Labor disputes under the Wisconsin labor code. 22 MLR 93.

103.52 History: 1931 c. 376; Stats. 1931 s. 268.19; 1935 c. 541 s. 130; 1935 c. 551 s. 5; Stats. 1935 s. 103.52.

103.53 History: 1931 c. 376; Stats. 1931 s. 268.20; 1935 c. 541 s. 130; 1935 c. 551 s. 5; Stats. 1935 s. 103.53.

Picketing a Wisconsin retail store by means of pickets stationed at the entranceways of the store bearing signs importuning "Please don't buy" a brand of stockings manufactured by 2 out-of-state manufacturers, but not picketing any other store selling such brand in the city, constituted a secondary boycott. A temporary injunction restraining secondary-picketing activities did not thereby violate the free speech guaranties of the 1st and 14th amendments, even though such picketing activities were peaceful, since such picketing involved more than a mere exercise of free speech. Milwaukee Boston Store Co. v. Amer. Fed. of H. W. 269 W 338, 69 NW (2d) 762.

Pickets walking in streets in a chain before all entrances of a factory and close together so that no one can enter the premises without breaking through such line are doing unlawful picketing under this section. Such picketing is an obstruction of the use of a highway which may be removed by force. Such action is also violative of 343.683 and 347.02, Stats. 1933. 23 Atty. Gen. 279.

Ends which may lawfully be sought by means of peaceful picketing and publicity. 1938 WLR 170.

103.535 History: 1939 c. 25; Stats. 1939 s. 103.535.

On preventing pursuit of work see notes to 134.03.

The conduct of a labor union in picketing a Wisconsin retail store, engaged in selling a certain brand of stockings made by 2 out-of-state manufacturers, by placing pickets on the sidewalks near the store premises bearing signs importuning "Please don't buy" such brand of stockings, and stating that the employes of such manufacturers were on strike, constituted a violation of 103.535, Stats. 1953, when no labor dispute exists between such retail store and anyone. Milwaukee Boston Store Co. v. Amer. Fed. of H. W. 269 W 338, 69 NW (2d) 762.

Where a union picketed a gravel pit for the purpose of coercing the employer to force its employes to join the union, such picketing violated 111.06 (2) (b), Stats. 1953, as being an unfair labor practice and the picketing may be enjoined. Vogt, Inc. v. International Brotherhood, 270 W 315, 71 NW (2d) 359, 74 NW (2d) 749.

The constitutional guaranty of freedom of speech is violated insofar as this section seeks to prohibit peaceful persuasion through picketing merely because there is no immediate employer-employe dispute. Waukesha v. Plumbers & Gas Fitters Local, 270 W 322, 71 NW (2d) 416.

A state may enjoin peaceful picketing the purpose of which is to coerce an employer to put pressure on his employes to join a union in violation of the declared public policy of the state. (Vogt, Inc. v. International Brotherhood, 270 W 315, affirmed.) International Brotherhood v. Vogt, Inc. 354 US 284.

103.54 History: 1931 c. 376; Stats. 1931 s. 268.21; 1935 c. 541 s. 130; 1935 c. 551 s. 5; Stats. 1935 s. 103.54.

103.55 History: 1931 c. 376; Stats. 1931 s. 268.22; 1935 c. 541 s. 130; 1935 c. 551 s. 5; Stats. 1935 s. 103.55.

103.56 History: 1931 c. 376; Stats. 1931 s. 268.23; 1935 c. 541 s. 130; 1935 c. 551 s. 5; Stats. 1935 s. 103.56.

Finding of a greater relative injury recited in the preamble to an order is sufficient compliance with 103.56 (1) (c). Trustees of Wis. S. F. of Labor v. Simplex S. M. Co. 215 W 623, 256 NW 56.

Written findings of fact and conclusions of law are required not only to show what was really adjudicated by the trial court, but also to facilitate a review of the case on appeal. Where the written decision of the trial court contained findings which, although not extensive or formal, were direct and to the point and were sufficient to warrant the temporary restraining order granted, and the record shows that the trial court reached a result sustained by the facts presented, the order will be affirmed. Brown v. Sucher, 258 W 123, 45 NW (2d) 73.

See note to 103.62, citing Laundry, etc., Local 3008 v. Laundry W. I. Union, 4 W (2d) 542, 91 NW (2d) 320.

Where a ship owned and operated by a Canadian corporation was picketed by a Canadian

union in Milwaukee while there to be loaded with grain to be transported to Canada, and the picketing was coercive to the extent that the Canadian corporation, if the picketing were not restrained, would have had to choose between 2 alternatives—permit the picketing to continue and thereby suffer the loss attendant on the inability to have the ship loaded, or break its collective-bargaining contract with another Canadian union and force its members to join the picketing Canadian union —the picketing must be regarded as being for an unlawful purpose, hence subject to being enjoined under 103.51 to 103.62. Upper Lakes Shipping v. Seafarers' I. Union, 18 W (2d) 646, 119 NW (2d) 426.

103.57 History: 1931 c. 376; Stats. 1931 s. 268.24; 1935 c. 541 s. 130; 1935 c. 551 s. 5; Stats. 1935 s. 103.57.

103.58 History: 1931 c. 376; Stats. 1931 s. 268.25; 1935 c. 541 s. 130; 1935 c. 551 s. 5; Stats. 1935 s. 103.58.

See note to 103.56, citing Brown v. Sucher, 258 W 123, 45 NW (2d) 73.

103.59 History: 1931 c. 376; Stats. 1931 s. 268.26; 1935 c. 541 s. 130; 1935 c. 551 s. 5; Stats. 1935 s. 103.59.

103.60 History: 1931 c. 376; Stats. 1931 s. 268.27; 1935 c. 541 s. 130; 1935 c. 551 s. 5; Stats. 1935 s. 103.60.

Ch. 376, Laws 1931, creating 103.51 to 103.63, Stats. 1931, is construed as not intended to have and as not having any application to the exercise of the powers of a court of equity in cases other than those growing out of a labor dispute as that term is defined in the act; hence the provisions contained in 103.60, giving a person charged with contempt for violation of an injunction the right of jury trial and the right to demand the retirement of the judge upon the filing of an affidavit of prejudice, are applicable only to such a case. John F. Jelke Co. v. Beck, 208 W 650, 242 NW 576.

103.60 (3) and (4), do not apply to a proceeding brought by the employment relations board to have employes punished for civil contempt for disobeying a judgment giving effect to a cease-and-desist order of the board relating to picketing, since such proceeding was to enforce compliance with the judgment of the court and was not a "labor dispute." (Wisconsin E. R. Board v. Milk, etc., Union, 238 W 379, applied.) Wisconsin E. R. Board v. Allis-Chalmers, 252 W 43, 30 NW (2d) 183.

103.60 and 103.61 are not applicable to proceedings instigated under ch. 111. Wisconsin E. R. Board v. Mews, 29 W (2d) 44, 138 NW (2d) 147.

103.61 History: 1931 c. 376; Stats. 1931 s. 268.28; 1935 c. 541 s. 130; 1935 c. 551 s. 5; Stats. 1935 s. 103.61.

103.62 History: 1931 c. 376; Stats. 1931 s. 268.29; 1935 c. 541 s. 130; 1935 c. 551 s. 5; Stats. 1935 s. 103.62; 1939 c. 25.

The labor code, 103.51 to 103.63, Stats. 1935, particularly 103.62, does not exact as a prerequisite to a "labor dispute" that there be a controversy between an employer and his employes, and under the code a labor union is entitled to have a status as a party to a "labor dispute," so as to be allowed to peacefully picket the plant of an employer without interference by injunction, notwithstanding the fact that no dispute exists between the employer and his employes, that the employer employs no members of the union, that the only dispute relates to unionization of the plant, and that the employer is willing to have his employes join the union if they so desire although unwilling to coerce them to join. American Furn. Co. v. I. B. of T. C. & H. of A., etc. 222 W 338, 268 NW 250.

In an action for an injunction restraining the defendants from picketing the plaintiff in the lawful pursuit of his window-cleaning business, wherein the defendants contended that they were engaged in permissible, peaceful picketing because they were seeking to unionize workers in the window-washing industry but it appeared that the plaintiff conducted his business without the employment of any person who might be deemed a worker or employe of his, the trial court correctly determined that there was no "labor dispute" as defined by law, and the court acted within its powers in granting an order temporarily restraining the defendants from picketing the plaintiff in the lawful pursuit of his business. Brown v. Sucher, 258 W 123, 45 NW (2d) 73.

An action by a local union against an international union from which the local had seceded to prevent the international union from interfering in its affairs was not a "labor dispute" as defined in 103.62 (3), Stats. 1957, and hence 103.56 did not apply. Laundry, etc., Local 3008 v. Laundry W. I. Union, 4 W (2d) 542, 91 NW (2d) 320.

The U. S. courts are bound by the construction put upon this section by the state supreme court. Lauf v. E. G. Shinner & Co. 303 US 323.

103.64 History: Spl. S. 1937 c. 6; Stats. 1939 s. 103.64; 1969 c. 276 ss. 399, 400, 584 (1) (a).

103.65 History: Spl. S. 1937 c. 6; Stats. 1939 s. 103.65.

103.66 History: Spl. S. 1937 c. 6; Stats. 1939 s. 103.66; 1943 c. 375 s. 39; 1969 c. 276 s. 584 (1) (a).

103.67 History: Spl. S. 1937 c. 6; Stats. 1939 s. 103.67; 1943 c. 275 s. 40; 1943 c. 350; 1947 c. 483; 1951 c. 341; 1955 c. 315; 1967 c. 182; 1969 c. 276 s. 584 (1) (a).

103.68 History: Spl. S. 1937 c. 6; Stats. 1939 s. 103.68; 1943 c. 275 s. 41; 1965 c. 210, 433; 1967 c. 92 s. 22; 1969 c. 276 s. 584 (1) (a).

103.69 History: Spl. S. 1937 c. 6; Stats. 1939 s. 103.69; 1957 c. 172; 1961 c. 80; 1963 c. 239; 1967 c. 236; 1969 c. 276 s. 584 (1) (a).

Under sec. 1728f, Stats. 1911, a boy under the age of 18, employed as a member of a section crew, injured while riding on a hand car to a point where he and the other members of the crew were to remove a switch track, was employed in "track repairing". Leora v. Minneapolis, St. P. & S.S.M.R. Co. 156 W 386, 146 NW 520.

A machine consisting of 2 power-driven rollers used for reducing candy to a uniform

thickness, which was fed in at the front and taken from the back of the machine, was a "pressing machine from which material is taken from behind". Kowalski v. American C. Co. 160 W 341, 151 NW 805.

In an action under sec. 1728a, Stats. 1911, for an injury sustained by a minor, evidence that the machine was not dangerous was properly excluded. Green v. Appleton W. Mills, 162 W 145, 155 NW 958.

A minor properly licensed was employed and set at work he might lawfully do. His employer afterwards transferred him to work at a machine. After such transfer he was "employed in violation of law as to age" within the meaning of the language in an employers' liability insurance policy. The word "employed" covers a case of putting such a child to work at a machine; and directing him to work at such a place is an employment. American C. Co. v. Aetna Life Ins. Co. 164 W 266, 159 NW 917.

The employment by a farmer of a minor in pulling stumps with a machine was not prohibited by secs. 1728a-1728j, Stats. 1917. Squires v. Brown, 170 W 165, 174 NW 548.

A minor working on a drawbridge was neither "switch-tending" nor "gate-tending" nor working on a dock or wharf. Jeffery v. Kewaunee, G. B. & W. R. Co. 189 W 207, 207 NW 283.

Whether a gravel pit is a mine or quarry within the provisions of 103.69 (3) (m), prohibiting the employment of minors under 18 in or about a "mine or quarry," presents a question of law, necessitating a determination of the character or work included within the statutory language, but thereafter the question whether the work done in a particular case falls within the statute, as so construed, involves a determination of fact. Anderson v. Industrial Comm. 250 W 330, 27 NW (2d) 499.

103.70 History: Spl. S. 1937 c. 6; Stats. 1939 s. 103.70; 1943 c. 275 s. 40; 1969 c. 276 s. 584 (1) (a).

The term "any gainful occupation", as used in 103.05 (4), Stats. 1925, was construed in Aylward v. Industrial Comm. 202 W 171, 231 NW 599.

103.71 History: Spl. S. 1937 c. 6; Stats. 1939 s. 103.71; 1943 c. 350; 1947 c. 483; 1951 c. 341; 1955 c. 315; 1967 c. 182; 1969 c. 276 s. 584 (1) (a).

103.72 History: Spl. S. 1937 c. 6; Stats. 1939 s. 103.72; 1969 c. 276 s. 584 (1) (a).

103.73 History: Spl. S. 1937 c. 6; Stats. 1939 s. 103.73; 1967 c. 12; 1969 c. 276 s. 584 (1) (a).

103.74 History: Spl. S. 1937 c. 6; Stats. 1939 s. 103.74; 1957 c. 172; 1967 c. 182; 1969 c. 276 s. 584 (1) (a).

103.75 History: Spl. S. 1937 c. 6; Stats. 1939 s. 103.75; 1957 c. 172; 1969 c. 276 s. 584 (1) (a).

103.76 History: Spl. S. 1937 c. 6; Stats. 1939 s. 103.76.

103.77 History: Spl. S. 1937 c. 6; Stats. 1939 s. 103.77; 1943 c. 375 s. 40; 1969 c. 276 s. 584 (1) (a).

A minor employed by a stock breeders' association to clean stables after a cattle sale conducted by the association is engaged in an "agricultural pursuit" within the meaning of sec. 1728e (4), Stats. 1921. 10 Atty. Gen. 455.

Waiting on table in a boarding house used for boarding farm laborers only, located on the farm of a canning company, maintained by such a company, is not an agricultural pursuit. 12 Atty. Gen. 651.

Employment in a greenhouse is not an agricultural pursuit. 13 Atty. Gen. 336.

103.78 History: Spl. S. 1937 c. 6; Stats. 1939 s. 103.78; 1939 c. 524; 1949 c. 267; 1967 c. 236; 1969 c. 273.

103.79 History: Spl. S. 1937 c. 6; Stats. 1939 s. 103.79; 1943 c. 375 s. 41; 1969 c. 276 s. 584 (1) (a).

See note to sec. 1, art. I, on inherent rights, citing Wendlandt v. Industrial Comm. 256 W 62, 39 NW (2d) 854.

103.80 History: Spl. S. 1937 c. 6; Stats. 1939 s. 103.80; 1969 c. 276 s. 584 (1) (a).

103.805 History: 1943 c. 492; Stats. 1943 s. 103.805; 1969 c. 276 s. 584 (1) (a).

103.81 History: Spl. S. 1937 c. 6; Stats. 1939 s. 103.81.

103.82 History: Spl. S. 1937 c. 6; Stats. 1939 s. 103.82; 1969 c. 276 s. 584 (1) (a); 1969 c. 361.

103.85 History: 1919 c. 653; Stats. 1919 s. 4595f; 1925 c. 4; Stats. 1925 s. 351.50; 1927 c. 253; 1937 c. 21; 1943 c. 375 s. 95; 1955 c. 696 s. 297; Stats. 1955 s. 103.85; 1969 c. 276 s. 584 (1)(a); 1969 c. 484.

Sec. 4595f, Stats. 1919, does not apply to state or its political subdivisions, as employers. 8 Atty. Gen. 749.

A manufacturing plant, the principal product of which is linseed oil, but which also turns out as a by-product linseed meal, which is concentrated feed, is not a "flour" or "feed mill" within the meaning of the exception of sec. 4595f, Stats. 1921. That orders come "bunched up" does not create an "emergency." 11 Atty. Gen. 119.

351.50, Stats. 1929, applies to gasoline filling stations. 19 Atty. Gen. 360.

Employes in a stone quarry and those in a shipyard come within the scope of 351.50, and are entitled to 24 consecutive hours of rest in every 7 consecutive days. 19 Atty. Gen. 501.

A plant or establishment used for production of electricity for sale is not a "factory" within the meaning of 351.50, Stats. 1937. A power plant maintained as part of a factory where goods are manufactured is included in the terms of the statute. 27 Atty. Gen. 493.

103.86 History: 1961 c. 263; Stats. 1961 s. 103.86.

CHAPTER 104.

Minimum Wage Law.

104.01 History: 1913 c. 712; Stats. 1913 s. 1729s—1; 1923 c. 291 s. 3; Stats. 1923 s. 104.01; 1937 c. 333; 1967 c. 343; 1969 c. 151.

On exercises of police power see notes to