

SHOPS AND OFFICES ACT.—CLOSING OF SHOPS IN ACCORDANCE WITH REQUISITION FROM JEWELLERS FIXING CLOSING-HOURS.—PAWNBROKER WHO SELLS JEWELLERY HELD TO COME UNDER REQUISITION.

Judgment by Dr. McArthur, S.M., Wellington, 27th May, 1907.

This is an information laid against the defendant that he, being the occupier of a shop within the meaning of section 21 of "The Shops and Offices Act, 1904," and section 5 of "The Shops and Offices Act Amendment Act, 1905," unlawfully failed to close his shop in accordance with a requisition to the Minister of Labour under the said section 21, as directed by notice in pursuance of such requisition appearing in the *Gazette* dated the 4th April, 1907, to wit, at 6.35 p.m. on the 16th day of March, 1907.

Defendant's solicitor admits that his client is guilty if he comes within the requisition. The whole question to be decided is whether the defendant comes within the terms of the requisition or does not. The requisition states, "We, the undersigned, being a majority of the occupiers of all the shops within the City of Wellington wherein is carried on the several trades of watchmakers, jewellers, goldsmiths, silversmiths, or engravers, or a combination of these or any of these trades," &c. The Wellington City Council certified that the signatures to the written requisition represented a majority of the occupiers of all the shops in the City of Wellington wherein are carried on the several trades of watchmakers, jewellers, goldsmiths, silversmiths, or engravers, or a combination of these or any of these trades. The Minister of Labour signed the notice fixing the closing-hours of all watchmakers, jewellers, goldsmiths, silversmiths, and engravers' shops in the City of Wellington under the Shops and Offices Act on the 3rd day of April, 1907, and this notice appeared in the *New Zealand Gazette* of the following day.

In my opinion, defendant comes within the terms of the requisition inasmuch as the evidence discloses that in addition to being a pawnbroker he also stocks a large quantity of jewellery, which he has either purchased as new goods or has, after sale by auction of unredeemed pledges, renovated and placed in his shop as jewellery. In thus selling jewellery he, I consider, is the occupier of a shop in the City of Wellington wherein is carried on the trade of a jeweller.

The information must, I think, be sustained, and the defendant fined the sum of £5 and costs; Court fees, 7s.

JULY, 1907.

Wellington.—

EMPLOYING ASSISTANTS FOR MORE THAN FIVE HOURS WITHOUT INTERVAL FOR MEAL.—INDUSTRIAL AGREEMENT UNDER INDUSTRIAL AND ARBITRATION ACT DOES NOT OVERRIDE THE ACT IN THIS RESPECT.

Decision by Stipendiary Magistrate, Wellington.

This is an information laid by the Inspector of Factories, Wellington, against the manager of a drapery firm for unlawfully employing three female assistants for more than five hours continuously without an interval of at least one hour for a meal, contrary to the provisions of "The Shops and Offices Act, 1904," and its Amendment Act, 1905.

It is admitted by the defence that the establishment in which the assistants were employed is a shop within the meaning of the Shops and Offices Act, and that the three assistants were employed for more than five hours continuously without an interval of at least one hour for a meal. Section 4, subsection (1), (c), of "The Shops and Offices Act, 1904," provides that a shop-assistant shall not be employed in or about the shop or its business for more than five hours continuously without an interval of at least one hour for a meal. The defendant claims to be working under a recommendation of the Board dated the 26th October, 1906, and relies on paragraph 2, in which it is said that, "subject to the provisions of the clause next succeeding, each employer shall be at liberty to fix the hours according to the requirements of his business." This clause, in my opinion, refers only to hotels. It follows the rates of pay in hotels, and is followed by the hours between which the hotel-workers shall work, and by the clause as to the board and lodging of hotel-workers. Next come restaurants, oyster-saloons, and tea-rooms, in that order.

Again, I do not consider that there is any conflict between the recommendations and the Shops and Offices Act. An employer might be at liberty to fix his hours, but not in such a way as to override such a clear provision as contained in section 4, subsection (1), (c). He is not bound to give the one hour at any particular time, but may fix it so long as he does not work the employees continuously for more than five hours without an interval of at least one hour for a meal.

For these reasons, I consider the information must be sustained. The defendant will be fined £2, and costs of Court 15s.; solicitor's fee, £3 3s.

FANCY-GOODS DEALER WHO SELLS TRINKETS ETC., HELD NOT TO BE A JEWELLER, AND THEREFORE NOT TO COME UNDER REQUISITION FIXING CLOSING-HOURS OF JEWELLERS' SHOPS.

Decision by Stipendiary Magistrate, Wellington.

Defendant, who is called a jeweller and draper in the information, is charged with being an occupier of a shop within the meaning of section 21 of "The Shops and Offices Act, 1904," and section 5 of "The Shops and Offices Act Amendment Act, 1905," and that he unlawfully failed to close his shop on the 1st day of June, 1907, in accordance with the requisition to the Minister of Labour under section 21, and as directed by notice in *Gazette* dated the 4th April, 1907.

The notice affects the occupiers of all shops in the City of Wellington wherein the several trades of watchmakers, jewellers, goldsmiths, silversmiths, or engravers, or a combination of these or any of these trades, is carried on. No definition of the term "jeweller" is given in either of