

# FIRST REPORT

OF

## THE COMMISSIONERS

APPOINTED TO

INQUIRE INTO THE WORKING

OF

THE MASTER AND SERVANT ACT, 1867,

AND

THE CRIMINAL LAW AMENDMENT ACT,  
34 & 35 Vict. Cap. 32,

AND FOR OTHER PURPOSES;

TOGETHER WITH

### MINUTES OF EVIDENCE.

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Presented to both Houses of Parliament by Command of Her Majesty.

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LONDON:

PRINTED BY GEORGE EDWARD EYRE AND WILLIAM SPOTTISWOODE,  
PRINTERS TO THE QUEEN'S MOST EXCELLENT MAJESTY.

FOR HER MAJESTY'S STATIONERY OFFICE.

1874.

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# COMMISSION.

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**VICTORIA R.**

**VICTORIA**, by the Grace of God of the United Kingdom of Great Britain and Ireland, Queen, Defender of the Faith :

To Our right trusty and well-beloved Councillor Sir Alexander James Edmund Cockburn, Bart., Knight Grand Cross of Our Most Honourable Order of the Bath, Chief Justice of Our Court of Queen's Bench; Our right trusty and well-beloved Councillor John, Baron Winmarleigh; Our right trusty and well-beloved Councillor Edward Pleydell Bouverie; Our right trusty and well-beloved Councillor Russell Gurney, one of Our Counsel learned in the Law, Recorder of Our City of London; Our right trusty and well-beloved Councillor Sir Montague Edward Smith, Knight, a Member of the Judicial Committee of Our Privy Council; Our trusty and well-beloved John Arthur Roebuck, Esq., one of Our Counsel learned in the Law; Our trusty and well-beloved Thomas Hughes, Esq., one of Our Counsel learned in the Law; Our trusty and well-beloved Gabriel Goldney, Esq.; and Our trusty and well-beloved Alexander Macdonald, Esq., greeting :

Whereas it has been represented unto Us that it is expedient that inquiry should be made into the several matters herein-after mentioned :

Now Know ye, that We, reposing great trust and confidence in your ability and discretion, have nominated, constituted, and appointed, and do by these presents nominate, constitute, and appoint you, the said Sir Alexander James Edmund Cockburn, John, Baron Winmarleigh, Edward Pleydell Bouverie, Russell Gurney, Sir Montague Edward Smith, John Arthur Roebuck, Thomas Hughes, Gabriel Goldney, and Alexander Macdonald, to be Our Commissioners to inquire into the working of the Master and Servant Act, 1867, and of the Criminal Law Amendment Act (34 & 35 Vict. cap. 32), and whether any, and if any, what amendment or alteration in the provisions of those Acts, or either of them, is desirable, and also to inquire whether it is expedient to limit or define the law relating to conspiracy, either generally, or as affecting the relation of masters and workmen.

And for the better discovery of the truth in the premises, We do, by these presents, give and grant unto you, or any three or more of you, full power and authority to call before you, or any three or more of you, such persons as you shall judge necessary by whom you may be the better informed of the truth in the premises, and to inquire of the premises, and every part thereof, by all other lawful ways and means whatsoever, and also to call for and examine all such books, documents, papers, and records as you shall judge likely to afford you the fullest information on the subject of this Our Commission.

And Our further will and pleasure is, that you, Our said Commissioners, do, *with as little delay as possible*, report to Us, in writing under your hands and seals, or under the hands and seals of any five or more of you, your several proceedings under and by virtue of this Our Commission, together with what you shall find touching or concerning the premises, in order to facilitate immediate legislation should any be required.



And We do further will and command, and by these presents ordain, that this Our Commission shall continue in full force and virtue, and that you Our said Commissioners, or any three or more of you, shall and may from time to time proceed in the execution thereof, and of every matter and thing therein contained, although the same be not continued from time to time by adjournment.

And for your assistance in the due execution of this Our Commission, We have made choice of our trusty and well-beloved Francis Henry Bacon, Esq., Barrister-at-Law, to be Secretary to this Our Commission, whose services and assistance We require you to use from time to time as occasion shall require.

Given at Our Court at St. James's, the Nineteenth Day of March 1874, in the Thirty-seventh year of Our Reign.

By Her Majesty's command.

RICHARD ASSHETON CROSS.

# FIRST REPORT.

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TO THE QUEEN'S MOST EXCELLENT MAJESTY.

WE, Your Majesty's Commissioners appointed to inquire into and report on the working of the Master and Servant Act, 1867, and of the Criminal Law Amendment Act (34 & 35 Victoria, c. 32), and whether any, and if any what, amendment or alteration in the provisions of those Acts, or either of them, is desirable, and also to inquire and report whether it is expedient to limit or define the law relating to conspiracy, either generally or as affecting the relations of masters and workmen, have held several meetings and have in part considered the matters referred to us and have taken evidence upon the subject of the working of the Master and Servant Act, 1867, and in part of the said Criminal Law Amendment Act, but we have not yet been able to complete the evidence on the last-named Act. And we beg leave humbly to submit to Your Majesty that though we were prepared to make our report to Your Majesty on the subject of the Master and Servant Act, 1867, alone, yet considering the intimate connexion which exists between the several matters submitted for our consideration, and that we have not been able as yet to make full and complete inquiry into the working of the Criminal Law Amendment Act and the law of conspiracy, we deem it better to treat the matters referred to us as a whole and not to report to Your Majesty on the Master and Servant Act, 1867, separately, but to postpone making any report to Your Majesty until we shall have concluded the inquiry into the whole of the subjects submitted for our consideration.

We have, however, thought it expedient to add to this our preliminary report the evidence given before us as to the working of the Master and Servant Act, 1867, as calculated to throw much light on the subject, and we most humbly beg leave to submit the same to Your Majesty.

A. E. COCKBURN.	(L.S.)
WINMARLEIGH	(L.S.)
E. P. BOUVERIE.	(L.S.)
RUSSELL GURNEY.	(L.S.)
MONTAGUE SMITH.	(L.S.)
J. A. ROEBUCK.	(L.S.)
TH <sup>S</sup> . HUGHES.	(L.S.)
GAB. GOLDNEY.	(L.S.)
ALEXANDER MACDONALD.	(L.S.)

FRANCIS H. BACON, *Secretary*.  
July 31st 1874.

LABOUR LAWS COMMISSION.

(MASTER AND SERVANT ACT, 1867.)

NOTES OF CASES.

HEARD

Under the Provisions of the Master and Servant Act, 1867, before either Justices of the Peace sitting in Petty Sessions or Police Magistrates in Great Britain and Ireland.

SUPPLIED BY THE CLERKS OF THE JUSTICES.

\* \* *In all those cases in which there are no notes of the evidence at the hearing, it has been stated by the Clerks of the Justices that no notes are in existence, the evidence not having been taken down in writing.*

SCOTLAND (AYRSHIRE).

SEATH V. WALLACE.

Unto the Honourable Her Majesty's Justices of the Peace for the County of Ayr.

The Complaint of Thomas Bollin Seath, shipbuilder, Glasgow, and Thomas Steele, merchant, Ayr, the individual partners of the "Troon Shipbuilding Company," and carrying on business as shipbuilders at Troon under the said firm of the "Troon Shipbuilding Company," with concurrence of James Fergusson Murdoch, solicitor in Ayr, procurator fiscal of court for the public interest, against David Wallace, son of and residing with Robert Wallace, coal shipper, Portland Street, Troon, parish of Dundonald.

The Complainers, humbly shew:—That the said David Wallace, son of and residing with Robert Wallace, coal shipper, Portland Street, Troon, parish of Dundonald, and county of Ayr, hereafter called the employed, being the servant and apprentice of the said "Troon Shipbuilding Company," and said individual partners thereof, hereafter called the employers, in the art and trade of shipsmith in wood or iron, under a certain contract of service and apprenticeship for a period now unexpired, did on the 4th day of December 1871, at Troon aforesaid, in the said parish of Dundonald and county of Ayr, unlawfully refuse or neglect, and has ever since refused or neglected, to fulfil the said contract of service and apprenticeship, and has absented himself from the service and apprenticeship of the said employers without cause or lawful excuse. And the said complainants, the employers, further say that the amount of compensation or damage which they claim for the said breach and non-performance of the said contract of service and apprenticeship is 20*l.* sterling, and they pray that the said employed may be summoned and adjudicated upon under section 9 of "The Master and Servant Act, 1867."

May it therefore please your Honours to grant warrant to cite the said David Wallace to appear before you to answer to this complaint, and thereafter to proceed in the matter in terms of the said Act. According to justice.

(Signed) THOS. STEELE.

(Signed) THOS. B. SEATH.

Ayr, 13th December 1871. I concur.

(Signed) J. F. MURDOCH, P.F.

Defendant pleaded Not Guilty.

The witnesses after-named were examined in support of the complaint, viz.:—

1. *Robert Colvin Meikle*, cashier to Troon Shipbuilding Company, at Troon [produced indenture]. Objection stated by respondent's agent, Mr. J. W. Boyd, solicitor,

... that respondent was a minor at date of entering upon indenture, which was without his father's consent, and that therefore the indenture is, *ipso jure*, null and insufficient to sustain any contract. The justices repel the objection.

2. *John Fernie Imrie*, foreman blacksmith to Troon Shipbuilding Company, Troon. The respondent was examined in exculpation. And also the witness after-named was examined in exculpation, *viz.* :—

1. *Margaret Black or Wallace*, wife of Robert Wallace, designed in the complaint.

The justices, in respect of the evidence adduced, convict the said David Wallace of the offence charged, and therefore assess, determine, and direct that the sum of 2*l.* 10*s.* shall be paid by the said David Wallace to the said complainants, the employers, as the amount of compensation or damage to them for the breach and non-performance of the said contract, with the sum of 2*l.* 5*s.* of modified expenses, and in default of payment within 14 days from this date, grant warrant for recovery of the said sums by pouncing of his goods and effects, and summary sale thereof on the expiration of not less than 48 hours after such pouncing without further notice or warrant, and appoints a return or execution of such pouncing and sale to be made within eight days from the expiration of the period herein allowed for payment under certification of imprisonment for the period of 30 days in default of payment or recovery of the said sums with the expenses of diligence before the term allowed for such report.

(Signed) ANDW. PATERSON, J.P.  
(Signed) JOHN RONALD, J.P.

SEATH V. M<sup>c</sup>LEAN.

The Complaint of Thomas Bollin Seath.

The Complainer humbly shows :—That Robert M<sup>c</sup>Lean, residing in Friarscroft Irvine, parish of Irvine, and county of Ayr, hereafter called the employed, being the apprentice and servant, of the said Troon Shipbuilding Company, and said individual partners thereof, hereafter called the employers, in the art and trade of shipsmith, under a certain contract of apprenticeship and service for a period now unexpired, did on the 21st day of November 1871, at Troon in the parish of Dundonald and county of Ayr, unlawfully refuse or neglect, and has ever since refused or neglected, to fulfil the said contract of apprenticeship and service, and has absented himself from the apprenticeship and service of the said employers without cause or lawful excuse. And the said complainants, the employers, further say that the amount of compensation or damage which they claim for the said breach and non-performance of the said contract of service and apprenticeship is 20*l.* sterling, and they pray that the said employed may be summoned and adjudicated upon, under section 9th of "The Master and Servant Act, 1867."

May it therefore please your Honours to grant warrant to cite the said Robert M<sup>c</sup>Lean to appear before you to answer to this complaint, and thereafter to proceed in the matter in terms of the said Act. According to justice.

(Signed) THOS. B. SEATH.  
(Signed) THOS. STEELE.

Ayr, 16th December 1871. I concur.

(Signed) R. D. MURDOCH, P.F.

At Ayr, the 20th day of December 1871, in the presence of Andrew Paterson, of Carston, Esq., and Doctor John Ronald, of Ayr, two of Her Majesty's justices of the peace for the county of Ayr, appeared Robert M<sup>c</sup>Lean complained against, and the complaint being read over to him, he answers that he is Not Guilty. The complainers produced indenture, and the respondent's agent, Mr. J. W. Boyd, solicitor, Ayr, stated that as the respondent is a minor, and the indenture is without his father's consent, the indenture is, *ipso jure*, null and void. The justices repel the objection. The witnesses after-named were examined in support of the complaint, *viz.* :—

1. *Robert Colvin Meikle*, cashier to Troon Shipbuilding Company, Troon.

2. *John Fernie Imrie*, foreman blacksmith to Troon Shipbuilding Company, Troon.

And the witnesses after-named were examined in exculpation, viz. :—

1. *Alexander Baird*, apprentice to Troon Shipbuilding Company, Troon.
2. *David Wallace*, apprentice to Troon Shipbuilding Company, Troon.
3. *Robert M<sup>c</sup>Lean*, the respondent.

(Signed) ANDW. PATERSON, J.P.  
(Signed) JOHN RONALD, J.P.

The justices, in respect of the evidence adduced, convict the said Robert M<sup>c</sup>Lean of the offence charged, and therefore assess, determine, and direct, that the sum of 21s. shall be paid by the said Robert M<sup>c</sup>Lean to the said complainants, the employers, as the amount of compensation or damage to them for the breach and nonperformance of the said contract with the sum of 2l. 5s. of modified expenses, and in default of payment within 14 days from this date, grant warrant for recovery of the said sums by pointing of his goods and effects, and summary sale thereof, on the expiration of not less than 48 hours after such pointing without further notice or warrant, and appoints a return or execution of such pointing and sale to be made within eight days from the expiration of the period herein allowed for payment under certification of imprisonment for the period of 20 days in default of payment or recovery of the said sums, with the expenses of diligence before the term allowed for such report.

(Signed) ANDW. PATERSON, J.P.  
(Signed) JOHN RONALD, J.P.

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YOUNG v. M<sup>c</sup>KINLAY.

(Complaint.)

Unto the Honourable Her Majesty's Justices of the peace for the county of Ayr.

The Complainer humbly shows :—That the said Robert M<sup>c</sup>Kinlay, herein-after called "the employed," did, on the 25th day of September 1871, enter into the service of the said Messrs. J. and T. Young, herein-after called the "employers," as the servant, workman, or artificer of the employers, in their trade or business of engineers, and remained in their said service until Saturday, the 27th day of April last 1872. That it is part of the rules and regulations to be observed by the employers' workmen at said foundry, and was part of the contract of service between the said employers and employed, that the said employed should, before leaving his service, give one fortnight's warning, and which warning should be left at the office of the employers on the ordinary pay day. And that should the employed leave the employment or service of the employers without giving and working a fortnight's notice, he should not only forfeit what wages might be due to him, but be subject to legal proceedings. That the said employed did on Saturday, the 27th day of April 1872, or Monday, the 29th day of the said month of April, at Newton-upon-Ayr aforesaid, unlawfully, in violation of said rule, refuse or neglect, and has ever since refused or neglected, to fulfil the said contract of service, and has since absented himself from the service of the said employers without just cause or lawful excuse. And the said complainants, the employers, further say that the amount of compensation or damage which they claim for the said breach and non-performance of the said contract is 10l. sterling, and they pray that the said employed may be summoned and adjudicated upon under sections 9 and 11 of the Master and Servants Act, 1867.

May it therefore please your Honours to grant warrant to cite the said Robert M<sup>c</sup>Kinlay to appear before you to answer to this complaint, and thereafter to proceed in the matter in terms of the said Act with expenses (one word deleted). According to justice.

Ayr, 3rd May 1872. I concur.  
(Signed) R. D. MURDOCH, P.F.

(Signed) J. and T. YOUNG.  
JOHN W. BOYD.

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At Ayr, the 13th day of May 1872, in the presence of David Dundas Whigham and Cuthbert Cowan, of Ayr, Esquires, two of Her Majesty's justices of the peace for the county of Ayr, appeared Robert M<sup>c</sup>Kinlay complained against, and the complaint being read over to him he answers that he is Not Guilty.

ROYAL COMMISSION ON LABOUR LAWS:

The witnesses after-named were examined in support of the complaint, viz. :—

*William Young*, engineer, one of the partners of Messrs. J. and T. Young the complainers, *Matthew Reid*, cashier to the complainers, *Andrew Young*, foreman to the complainers.

For the defender :—

*Robert M<sup>c</sup>Kinlay*, the defender, *Robert Rodger*, engineer, G. and S. W. Ry. Co.

The justices, in respect of the evidence adduced, convict the said Robert M<sup>c</sup>Kinlay of the offence charged, and therefore assess, determine, and direct that the sum of 2*l.* 10*s.* shall be paid by the said Robert M<sup>c</sup>Kinlay to the said Messrs. J. and T. Young, as the amount of compensation or damage to them for the breach and non-performance of the said contract, with the sum of 2*l.* 10*s.* of modified expenses, and in default of payment within 14 days from this date, grant warrant for recovery of the said sums by pointing of his goods and effects, and summary sale thereof on the expiration of not less than 48 hours after such pointing without further notice or warrant, and appoint a return or execution of such pointing, and sale to be made within eight days from the expiration of the period herein allowed for payment under certification of imprisonment, for the period of one month, in default of payment or recovery of the said sums with the expenses of diligence before the time allowed for such report.

(Signed)

CUTHBERT COWAN, J.P.

D. DUNDAS WHIGHAM, J.P.

Ayr, 10th June 1874.

Certified a true copy

W. H. DUNLOP.

Deputy clerk of the peace.

TEMPLETON v. M<sup>c</sup>CONNELL.

Under the Summary Procedure Act, 1864.

Unto the Honourable Her Majesty's Justices of the Peace for the county of Ayr.

The complaint of *James Templeton*, woollen manufacturer, Ayr, humbly showeth :— That *James M<sup>c</sup>Connell*, a mill worker, son of and now or lately residing with *John M<sup>c</sup>Connell*, a labourer, now or lately residing in or near Cross Street of Wallacetown, in the parish of Saint Quivox, and county of Ayr (herein-after called the employed), has contravened the Master and Servant Act, 1867, in so far as being the workman or artificer and servant of the said *James Templeton*, carrying on business as a woollen manufacturer in Ayr aforesaid (herein-after called the employer), in his trade or business of a woollen manufacturer, under a contract of service for a period now unexpired, in terms of and subject to the rules and regulations of the complainer's manufactory, did on or about the 9th day of March 1874, at Ayr aforesaid, unlawfully neglect or refuse to fulfil the said contract of service, or has absented himself from the service of the said employer, without just cause or lawful excuse. And the said complainer, the employer, further says that the amount of compensation which he claims for the said breach and non-performance of the said contract is 1*l.* sterling; or in the event of the said justices not awarding to the complainer the compensation or damages claimed, then the said employer prays that the said employed may be adjudicated upon in any other manner authorised by the Master and Servant Act, 1867.

May it therefore please your Honours to appoint the foregoing complaint to be served on the said employed, and to grant warrant to cite him to appear before you to answer to the complaint, and to convict him of the foresaid contravention, and to proceed in the matter in terms of the said Act. According to justice.

(Signed)

JAMES TEMPLETON.

Ayr, 13 March 1874.

The clerk of court grants warrant to officers of court to serve a copy of the foregoing complaint, and of this deliverance upon *James M<sup>c</sup>Connell*, respondent, and to cite him to appear personally to answer thereto at Ayr, within the ordinary court house there, upon Monday the 16th day of March current, at 1 o'clock, afternoon, with certification and also to cite witnesses or havers for both parties for all diets in the cause.

(Signed)

W. H. DUNLOP,

Deputy clerk of court.

At Ayr, the 16th day of March 1874, in presence of Andrew Parterson, of Carston, and Robert Murray Kay, of Ayr, Esquires, two of Her Majesty's justices of the peace for the county of Ayr, appeared James M<sup>c</sup>Connell complained against, and the complaint being read over to him he answers that he is Not Guilty.

The witnesses after-named were examined in support of the complaint, viz. :—

1. *William Mills*, cashier to the complainer.
2. *Archibald Pollock*, foreman to the complainer.

The justices, in respect of the evidence adduced, convict the said James M<sup>c</sup>Connell of the contravention charged, and therefore adjudge him, in pursuance of the Master and Servant Act, 1867, to pay the sum of 6*d.* to the said James Templeton, complainer, as and for compensation or damages to him for the breach and non-performance of the said contract, with the sum of 10*s.* of expenses, and in default of immediate payment, grant warrant for recovery of the said sums by poinding of the goods and effects of the said James M<sup>c</sup>Connell, and summary sale thereof on the expiration of not less than 48 hours after such poinding without further notice or warrant, and appoint a return or execution of such poinding and sale, to be made within eight days from this date under certification of imprisonment for the period of three days in default of payments or recovery with the expenses of diligence before the time allowed for such report.

Ayr, 10th June 1874.

(Signed) ANDW. PATERSON, J.P.  
R. M. KAY, J.P.

Certified a true copy.  
W. H. DUNLOP,  
Deputy clerk of the peace.

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### BERKSHIRE (LAMBORNE).

#### BATES and PAGE.

Berks } THE Information and complaint of Frederick Bates, of Lamborne, in the  
to wit. } county of Berks, trainer, made before the undersigned, one of Her Majesty's  
justices of the peace in and for the said county of Berks, against Charles Page, of Nottingham in the county of Nottingham; for that the said Charles Page (hereafter called "the employed") in his business of a trainer under a certain indenture of apprenticeship, bearing date the 21st day of February 1865, for a period now unexpired, did on the 25th day of August instant, at Lamborne aforesaid, unlawfully absent himself from the service of his said employer without just cause or lawful excuse, and the said complainant, the employer, further says that the amount of compensation which he claims for the said breach and non-performance of the said apprenticeship is 1*l.*, and he prays that the said employed may be summoned and adjudicated upon under the "Master and Servant Act, 1867."

INFORMA-  
TION.

FREDERICK BATES.

Exhibited to and before me, the 25th day of August 1868, at Lamborne in the said county.

HENRY HIPPISEY,  
A justice of the peace for the county of Berks.

5th September 1868.

Present; H. Hippisley, Esq., F. L. Coxe, Esq.

*Frederick Bates*, sworn :—I am a racing trainer living at Lamborne. On the 25th day of August last Charles Page left my service, and has not since returned. I produce the indentures showing he was bound to serve me for five years from 21st February 1865. I have been put to great inconvenience by this lad's bad conduct. He left me at a most busy time, and I have had to pay another person in his place.

EVIDENCE.

FREDERICK BATES.

*John Drislane*, sworn:—I am foreman to Mr. Bates. Defendant has been absent some time. It has put us to immense inconvenience. He has frequently given me great trouble. He has always been treated kindly, and had plenty to eat and drink. The policeman had to go all the way to Newmarket to catch him and bring him back to Lamborne. He is one of the worst lads in our stable, and I hope he will be well punished as an example to the other apprentices.

JOHN DRISLANE.

Defendant said he left on account of bad living, and because Mr. Drislane sent him away once without any dinner. We have different meat every day.

SENTENCE.

Fined 1*l.* and 1*l.* 9*s.* 1*d.* costs, total 2*l.* 9*s.* 1*d.*, or in default three months' imprisonment with hard labour.

NOTE.—Defendant absconded, and was arrested upon warrant at Newmarket, whence the large amount of costs.

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### CARMARTHENSHIRE (LLANDILO SESSIONS).

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Llandilo Petty Sessions, 20th July 1870.

CLEGG v. BARKS.

(For deserting Service.)

*Rebecca Clegg* deposed:—I live at Goitre, in the parish of Llandilofawr, in the county of Carmarthen. The defendant came to me for service on or about the 16th day of May. I hired her to serve for my husband until November, at the rate of 10*l.* a year, as dairymaid. She left without any cause or excuse on the 20th day of June, and has not since returned.

Cross-examined.

There was nothing said about a month's notice.

Defendant was convicted, and order made that the whole of defendant's wages be abated, amounting to 1*l.* 13*s.* 4*d.*

---

21st December 1872.

THOMAS v. THOMAS.

(For deserting Service.)

*David Thomas* deposed:—On the 28th day of October last defendant contracted with me to serve my father as a farm servant for 12 months, commencing on the 14th day of November last, at the New Cross, in the parish of Llanegwad, in this county, at the wages of 12*l.* 10*s.* and the use of a cart and pair of horses to haul a load of coal. He came to that service on the 23rd of November last, and on the 7th of December left the service. He said he would go because he did not like to look after the cows. He asked me in agreeing if he should look after the horses when they were ploughing.

Defendant was fined 1*l.* and costs.

---

21st July 1872.

HARRIES v. LEWIS.

(Deserting Service.)

*William Harries* deposed:—I hired the defendant as servant in husbandry for 12 months from the 12th day of November 1872 to the 12th day of November 1873, and left the service on the 25th November and gave me no reason for doing so. The wages were to be 14*l.* and the haulage of a load of coal to his father's house. Defendant complained of having bad food, but did not complain to his master.

Defendant was fined 2*l.* and costs.

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19th July 1873.

RODERICK v. WALTER

(Deserting Service.)

*David Roderick* deposed:—I am a farmer, and reside at Talardd, near Llandilo. I agreed with defendant to serve me as a farm servant from Allhallowtide last for a year at wages of 11*l.* 10*s.* Defendant entered the service and remained until 26th May last, when he absented himself and never returned to his service. He went away without any cause or lawful excuse. The sum of 3*l.*, which I claim as compensation, will make up my loss which I sustained by defendant leaving my service.

Order made for 3*l.* compensation.

17th January 1874.

JONES v. LLOYD.

(For deserting Service.)

*David Jones* deposed:—I am a farmer, and reside at Crachty, Llanfynydd. The defendant left my service once before, but on that occasion she returned to my service. I agreed with her on the 12th of November 1873 for 12 months.

Defendant was discharged from her service, and her wages to be abated, and ordered to pay 1*l.* 2*s.* 6*d.* amount of compensation.

14th March 1874.

DAVIES v. DAVIES.

(Information for deserting Service.)

*Daniel Davies*:—I live at Glanycappel, Llanegwas. I agreed with defendant to serve me as a servant in husbandry from the 3rd day of January to Allhallowtide, at 9*l.* 10*s.* per annum. The defendant came to my service on the 14th day of January following. He left on the 27th of last month without any reason.

EVIDENCE.

Defendant ordered to pay to complainant the sum of 2*l.* as compensation, and also to pay all costs.

### DERBYSHIRE (BELPER).

FROM a letter received from the clerk of the justices of the petty sessions held at Belper, it appears that two cases of convictions under the Master and Servant Act, 1867, but that in neither case were there any notes of the evidence. Upon summonses being issued pursuant to the provisions of the Act, both defendants ran away, and warrants were issued for their apprehension, and two months afterwards they were arrested, and were brought up before the justices, and admitted the charges against them. Both having been previously prosecuted for similar offences, which in Belper at that time were of frequent occurrence, causing great loss to manufacturers, they were sentenced to two months' imprisonment with hard labour.

The original Information in both these cases are annexed.

WEBSTER v. HALLSWORTH.

Derbyshire } THE Information and complaint of James Turton Webster, executor of the  
to wit. } late John Webster, of Belper, this day made before me, George Henry  
Strutt, Esquire, one of Her Majesty's justices of the peace in and for the said county,  
against Henry Hallsworth, of Belper; for that the said Henry Hallsworth (herein-after  
called the said employed), being the workman of the said John Webster (herein-after

INFORMA  
TION.

called the said employer) in his trade or business of a nail manufacturer, to execute certain work, namely, nail-making, did on the 8th day of October last, at Belper aforesaid, unlawfully neglect, and has ever since neglected, to execute the said work, contrary to the Statute. And the said complainant, the said employer, by his executor, further says that the amount of compensation which he claims for the said breach and non-performance of the said work is the sum of 16s., and he prays that the said employed may be summoned and adjudicated upon under section 9 of the Master and Servant Act, 1867.

J. T. WEBSTER.

Exhibited to and before me, the 9th  
day of January in the year of our  
Lord 1868, at Belper aforesaid.

G. H. STRUTT.

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WEBSTER v. BELFIELD.

INFORMA-  
TION.

Derbyshire } THE Information and complaint of James Turton Webster, executor of the  
to wit. } late John Webster, of Belper, this day made before me, George Henry  
Strutt, Esquire, one of Her Majesty's justices of the peace in and for the said county,  
against William Belfield, of Belper; for that the said William Belfield (herein-after  
called the said employed), being the workman of the said John Webster (herein-after  
called the said employer) in his trade or business of a nail manufacturer, to execute  
certain work, namely, nail-making, did on the 21st day of October last, at Belper aforesaid,  
unlawfully neglect, and has ever since neglected, to execute the said work, contrary  
to the Statute. And the said complainant, the said employer, by his said executor,  
further says that the amount of compensation which he claims for the said breach any  
non-performance of the said work is the sum of 17s. 6d., and he prays that the said em-  
ployed may be summoned and adjudicated upon under section 9 of the Master and  
Servant Act, 1867.

J. T. WEBSTER.

Exhibited to and before me, the 9th  
day of January in the year of our  
Lord 1868, at Belper aforesaid.

G. H. STRUTT.

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DEVONSHIRE (CREDITON).

BATCHELL and GALSORTHY.

INFORMA-  
TION.

Devon to } THE Information and complaint of Emma Batchell, of Crediton, in the county  
wit. } aforesaid, the wife of William Batchell of the same place, shoemaker, this  
day made before me one of Her Majesty's justices of the peace in and for the said county,  
against Francis Galsworthy, of Crediton, aforesaid, apprentice; for that the said Francis  
Galsworthy (herein-after called the said employed), being the apprentice of the said  
Emma Batchell and William Batchell (herein-after called the said employer) in their  
trade or business of shoemakers under a certain contract of apprenticeship for a period  
now unexpired, has absented himself from the service of the said employers without just  
cause or lawful excuse. And the said complainant, one of the said employers, further  
says that the amount of compensation which she claims for the said breach and non-  
performance of the said contract is the sum of 3l. 12s., and she prays that the said  
employed may be summoned and adjudicated upon under section 9 of the Master and  
Servant Act, 1867.

The mark × of  
EMMA BATCHELL.

Exhibited to and before me the 28th  
day of December in the year of our  
Lord 1868, at Creedy Park, in the  
county aforesaid.

(Signed) H. F. DAVIE.

[No note of the evidence in this case exists.]

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To the Constable of Crediton and to the Keeper of the Common Gaol at Exeter, in the said county of Devon.

Devon } WHEREAS on the 28th day of December in the year of our Lord 1868, Informa-  
to wit. } tion and complaint was laid before Sir H. R. F. Davie, Bart., one of Her  
Majesty's justices of the peace in and for the said county of Devon; for that Francis  
Galsworthy, of Crediton (herein-after called the said employed), being the apprentice of  
Emma Batchell and William Batchell, of Crediton aforesaid, shoemakers (herein-after called  
the said employers), in their trade or business of shoemakers, under a certain contract of  
apprenticeship for a period then unexpired, did absent himself from the service of the  
said Emma Batchell and William Batchell without just cause or lawful excuse. And  
that the amount of compensation claimed by the said complainant, the said employer, for  
the said breach and non-performance of the said contract was the sum 3*l.* 12*s.* And  
now at this day, to wit, on the 14th day of January in the year of our Lord 1869, at  
the Court House in Crediton, in the said county, the parties aforesaid appear before us,  
the undersigned, two of Her Majesty's justices of the peace in and for the said county.

And now having heard the matter of the said Information and complaint, we do  
adjudge the same to be true, and it appearing to us that the said injury so inflicted on  
the person of the said employed was of an aggravated character, and did not arise  
in the bonâ fide exercise of any legal right existing, or bonâ fide and reasonably supposed  
to exist, and further that any pecuniary compensation or other remedy provided by the  
Master and Servant Act, 1867, will not meet the circumstances of the case. We do  
hereby in pursuance of section 14 of that Act adjudge the said employed for his said  
offence to be imprisoned in the common gaol at Exeter, in the said county, and there  
to be kept to hard labour for the space of two months.

JOHN QUICKE.

Given under our respective hands and  
seals, this 14th day of January in the  
year of our Lord 1869, at Crediton,  
in the county aforesaid.

(Signed) J. H. BULLER.

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### DEVONSHIRE (EXETER).

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Guildhall, Exeter, Petty Sessions on the 15th January 1868. William Tombs, Esq.,  
Chairman.

#### JEWELL V. LAMACRAFT.

*James Jewell*.—I am a tailor in Verney Place, Exeter. The defendant is my appren-  
tice by the indenture I produce, dated 30th October 1865. He entered my service  
under it until June 1872. On Wednesday last he was at work, and left at the usual  
time. He did not return on the Thursday. He came to the shop about 6 or 7 on the  
Friday evening. He did not do any work. He came with his mother, who wanted him  
to speak to me. He replied, "No use speaking to that fellow, he has got no sense."  
He came in and made a noise. I ordered him out. I said, I would send for a police-  
man. He offered to fetch one for me. He has not been to work since. He had not  
asked for leave on the Thursday or Friday. I was not aware but he would come to  
work. His mother came to me of her own accord. His general conduct bad for the  
last three months. He ought to come at 7. Generally comes at 8 or half-past 8.  
When I spoke to him, he said, "He would come when he liked, I might summon him."  
This is not the first time I have summoned him. He came here but was not punished,  
as he promised better behaviour. He was here on the 28th January last. He is the  
junior apprentice. Two apprentices, both bound at the same time.

Imprisoned for 14 days, with hard labour.

To the Constables of the City and County of the City of Exeter, and every of them, and to the Keeper of the Common Gaol and House of Correction for the County of Devon.

City and county } WHEREAS William Henry Lamacraft was on this 15th day of January  
of the }  
city of Exeter } in the year 1868 convicted on oath before me and others of Her  
to wit. } Majesty's justices of the peace for the city and county of the city of  
Exeter, in petty sessions assembled, at the Guildhall in the said city  
(being the usual place for holding such sessions); for that he on the 9th day of January in  
the year aforesaid, at the parish of Saint Sidewell within the said city and county, being  
an apprentice to one James Jewell, and on whose binding no premium was paid or  
secured to be paid, did wilfully, and against the consent of his said master, absent himself  
from his employment and service, and still continued absent therefrom without lawful  
excuse, and did otherwise misdemean himself as such apprentice, and he was thereupon  
adjudged and sentenced for his said offence to be imprisoned and kept to hard labour in  
the said common gaol and house of correction for the county of Devon (to which  
prisoners from the said city and county of Exeter may, in accordance with the provisions  
of the "Exeter Gaol Act, 1863," be lawfully committed) for the space of 14 days.

Therefore I command you the said constables forthwith to take, and you the said keeper to receive, the said William Henry Lamacraft into your said common gaol and house of correction, and him there to imprison and keep to hard labour for the space of 14 days.

Given under my hand and seal, at the Guildhall in the said city of Exeter, on the day and year first above-written.

(Signed) W. TOMBS. (L.S.)

Petty Sessions on the 4th May 1870. F. Franklin, Esq., Chairman.

BROCK v. MEDLAND.

*Richard Brock*:—(Apprenticeship admitted.) Defendant is my apprentice as a carpenter and joiner. About two years and nine months since. He worked on Wednesday last and I gave him the afternoon. He did not return on Thursday, nor until after breakfast (9 o'clock) on Friday. I asked why he stayed. He said, "The races not over." He worked out Friday; came on Saturday at 9. Hours, half-past 6 a.m. to 6 p.m. I let him go early on Saturday. About three weeks since he was absent about 10 days. Summoned him twice before the magistrates.

Imprisoned for 14 days with hard labour.

To the Constables of the City and County of the City of Exeter, and every of them, and to the Keeper of the Common Gaol and House of Correction for the County of Devon.

City and county } WHEREAS William Medland was on this 4th day of May in the year 1870  
of the }  
city of Exeter } convicted on oath before me and others of Her Majesty's justices of  
to wit. } the peace for the city and county of the city of Exeter, in petty  
sessions assembled, at the Guildhall in the said city (being the usual  
place for holding such sessions); for that he, on the 28th and 29th days of April in the  
year aforesaid, at the parish of Saint Mary Major, within the said city and county, then  
being an apprentice to Richard Brock in his trade of a builder, unlawfully did absent  
himself from the service of his said employer without just cause and lawful excuse, and  
we the said justices being of opinion that pecuniary compensation will not meet the  
circumstances of the case, he was thereupon adjudged and sentenced for his said offence  
to be imprisoned and kept to hard labour in the said common gaol and house of correction  
for the county of Devon (to which prisoners from the said city and county of Exeter  
may, in accordance with the provisions of the "Exeter Gaol Act, 1863," be lawfully  
committed), for the space of 14 days.

Therefore I command you the said constables forthwith to take, and you the said keeper to receive, the said William Medland into your said common gaol and house of correction, and him there to imprison and keep to hard labour for the space of 14 days.

Given under my hand and seal, at the Guildhall in the said city of Exeter on the day and year first above written.

(Signed) F. FRANKLIN. (L.S.)

Petty Sessions, on the 10th May 1870. The Right Worshipful the Mayor, Chairman.

FENWICK v. HELMORE.

*William Fenwick* :—I am a tailor. The defendant is my apprentice. He was absent Easter Monday. Came at half-past 9 and left at 1. His hours, at present, are from 6 a.m. to 6 p.m. I allow him one hour to breakfast. During the two days' races he came at half-past 9 and worked to about 1; went to dinner and did not return. He did the same the day after the races. I asked him why he was absent; gave no answer. He is bound for five years. Three years end five months since. He offered once to fight me. Repeatedly absenting himself. I had a summons against him before; did not appear. Was apprehended on a warrant; promised good behaviour. I forgave him on that; instead, he has behaved worse.

The defendant, "I will not go back again to work."

Imprisoned for six weeks with hard labour.

*Note*.—In this and the four following cases the conviction was in the same form as in the case of *Brock v. Medland*, the only difference being the length of the term.

Petty Sessions, on the 30th July 1870. The Right Worshipful the Mayor, Chairman.

NOBBS v. MATTHEWS.

*Robert Nobbs* :—(Indentures put in and proved.) The defendant is my apprentice by indentures produced to be brought to "wood and ivory turning." The usual hours in the trade are from 6 until 6. On Wednesday he did not come until a quarter to 7. I spoke to him, and said he should come to his proper hours or stay away. I told him he had been losing so much time I should have to summon him. On an average he has lost five hours a week for the last six months. "He said he did not mind that." I said a fortnight would do him good. He could do that on his head. I work by steam power. A loss of the steam when he is not working. He called me a humbug. I said if he did I would put him out. He did so, and in trying to put him out he took up this hatchet and threatened to chop me down. He has only entered one job for the week. I told him I was losing money; he said, "Yes, and more you shall lose."

Imprisoned for 14 days with hard labour.

Petty Sessions, on the 14th September 1870. S. S. Bastard, Esq., Chairman.

GODBEER v. BRIGHT.

*James Godbeer*, of Exeter, assistant to father, a coachbuilder :—(Indentures put in and admitted.) Defendant on Wednesday last, 7th instant, absent for two hours without leave. Absent all Thursday, returning middle of Friday. On Saturday left at 9 o'clock in the morning and did not return that day. He is very impertinent when spoken to; he has been brought before the magistrates twice before this.

Imprisoned for 14 days with hard labour.

Petty Sessions, on the 5th July 1871. W. H. Geachsias, Esq., Chairman.

RICE v. DART.

*Frederick Rice* :—(Apprenticeship admitted.) The defendant is my apprentice as a whitesmith. On the 5th June I sent him on an errand at about 10 o'clock, and gave him a shilling to pay for what he was sent; he was absent the whole day and did not return until the next morning. About ninepence change. The third time I have had him before the magistrates. Bound by the Clutterbuck Trustees about six or eight months since. Had 5*l.* premium.

His father gave him a bad character. Keeps bad company and late hours.

Imprisoned for 14 days with hard labour.

Petty Sessions, on the 5th September 1872. W. Mortimer, Esq., Chairman.

STOCKHAM v. CHAMBERLAIN.

*John Stockham* :—(Apprenticeship admitted.) I am a cork cutter, North Street, Exeter. The defendant is my apprentice. On the 24th August last defendant was at work, the Saturday! Did not come to work on the Monday! Not seen him again until to-day. I had not given him leave to be absent, nor did he say he should be absent Bound for seven years. About 1½ years left. General conduct bad; third time he has been absent.

*John Martin*, police constable :—I apprehended the prisoner at Plymouth.

Imprisoned for one month with hard labour.

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DEVONSHIRE (PLYMOUTH).

MUNFORD and DUNN.

Guildhall, Plymouth, Petty Sessions, 12th October 1871.

Before the Mayor, R. C. Serpell, Esq., and Col. Elliott.

John William Dunn summoned for absenting himself from his employer's service.

EVIDENCE.

*James Curtis Munford*, sworn :—I am a basket maker. Defendant is my apprentice under indenture produced, dated 28th August 1865, to learn trade of basket maker for seven years. He has served up to 2nd May last, when he absented until last Monday. I discovered he was at Dartmouth, and had him summoned there. His wages are now 7s. a week, and he can earn overtime. He has earned 1l. 2s. 6d. a week.

J. C. MUNFORD.

*James Munford*, sworn :—I am son of last witness, and assist him in his business. We have done all we could to teach defendant his trade. He has said, when we asked him to learn, "Oh, I don't care; do you think I am going to remain at my trade?" He can earn comfortably 16s. or 17s. a week. On week ending 17th April he earned 17s. 5d., next week 16s., and following week only 2s. 9d. He was lazy that week. He asked for a change of work, and I gave it him the following week, but he behaved lazy then, and he went off and did not return until last Monday. Last winter father spoke to him. Defendant said "What to the b—— is the matter with him?" He has spoken often to me in language I cannot repeat. He has previously absconded for 25 weeks. We have summoned him here before.

J. MUNFORD.

*William Hobberton*, sworn :—I served defendant personally with duplicate summons on Saturday 30th September last, at Dartmouth. He said he was living there with the landlord there, and would be at Plymouth on the Thursday following.

SENTENCE.

Sentenced to three months' imprisonment, hard labour.

The clerk to the justices further sent the following list of convictions :—

CONVICTIONS under the Master and Servant Act, 1867.

1868.

February 13. Pinkstone, Samuel, fined 20s. and costs, or 14 days' imprisonment.

June 4. Wyatt, Robert, fined 5l. and costs, or one month.

July 30. Ayres, James William, fined 10s. 6d. and costs, or 14 days.

„ Martin, William, fined 40s. and costs, or one month,

August 31. Randle, William, fined 20s. and costs, or 14 days.

„ Stacey, John, fined 7s. 6d. and costs, or 7 days.

„ Alger, Robert, fined 20s. and costs, or 14 days.

September 14. Harvey, John William, fined 40s. and costs, or 14 days.

December 31. Parkhouse, John, 40s. and costs, or one month.

1869.

- April 26. Redway, William Henry, fined 2s. 6d. and costs, or 7 days.
- "   Potter, Joseph, fined 2s. 6d. and costs, or 7 days.
- June 17. Scoble, William John, fined 5s. and costs, or 7 days.
- July 26. Anderson, William Henry, fined 20s. and costs, or 14 days.
- September 2. Hannaford, James G., fined 20s. and costs, or 14 days.
- November 1. Matthews, William Richard, fined 5s. and costs, or 7 days.
- "   8. Goodman, James Albert, fined 20s. and costs, or 14 days.
- "   "   Dean, George, fined 30s. and costs, or 21 days.

1870.

- May 26. Kellow, Henry, fined 5s. and costs, or 7 days.
- July 14. Julian, George, fined 3l. and costs, or one month.
- November 4. Giddy, William Henry, fined 2l. 10s. and costs, or one month.

1871.

- February 20. Chudley, William Thomas, fined 10s. 6d. and costs, or 10 days.
- September 11. Mumford, Edward, fined 2l. and costs, or 14 days.
- October 12. Duna, John William, three months' hard labour.

1872.

- January 18. Launder, Richard N. M., two months hard labour.
- May 30. Algate, Edward Thomas, fined 2l. and costs, or one month.
- August 5. Medland, William, fined 21s. and costs, or one month.
- "   26. Lovis, Thomas, fined 20s. and costs, or 14 days.
- September 19. O'Ryan, Jeremiah, fined 20s. and costs, or 14 days.
- December 12. Chilcott, Thomas Richard, fined 20s. and costs, or 14 days.

And added, "All the above-mentioned cases are convictions of apprentices, and nearly all for absenting from service."

DEVONSHIRE (TORQUAY).

ELLIS and DIDDAMS.

29th January 1872.

Before Wm. Thos. Bridges, Esq., and others.

Henry Ellis, master of the fishing smack "Smiling Morn":—John Diddams is an apprentice with me. Indenture produced. He has nearly two years more to serve. On the 28th of November he absconded from duty at Kingswear. Has been seven weeks absent. He was apprehended in London on a warrant.

EVIDENCE.

Cross-examined.

I have supplied you fully with clothes.

Three months' imprisonment with hard labour.

SENTENCE.

PRIDHAM and RICE.

Monday, 23rd September 1872, at Torquay Session.

Before P. B. Drinkwater and E. Vivian, Esqs.

William Pridham:—Am a jeweller in Torwood Street. On several occasions, and especially on the 17th instant, prisoner left my workshop at between 2 and 3 p.m. (as I am told). He could not go, so he got out of the window. His conduct has been generally good. The 17th was Babbicombe Regatta.

EVIDENCE.

Convicted.

SENTENCE.

	s.	d.
Compensation	- 1	6
Costs	- 6	0
Fine	- 2	6
<b>Total</b>	<b>- 10</b>	<b>0</b>

## HODGE and PIKE.

Monday, 29th December 1873, at Torquay Session.

Before W. T. Bridges, Esq., and others.

## EVIDENCE.

*George Hodge*, draper in Torquay :—Defendant has been in my employ from 15 to 18 months, at a weekly wage of 6s. per week. On the 6th of December he left my employ without giving me a week's notice. He had said nothing to me personally before leaving. My wife superintends the business, but has no authority from me to hire or discharge servants without consulting me. As far as I know, defendant was not discharged by my wife. I claim 6s. as damages for loss of defendant's services. Defendant was porter in the shop.

Cross-examined by Mr. Carter, solicitor.

I made the agreement of hiring with defendant's mother.

Defendant examined by Mr. Carter.

On the 18th March 1872 I saw Mrs. Hodge in the shop. I had never seen Mr. Hodge before that. I was to have 5s. 6d. per week, and after that 6s. In September 1873 I received notice to leave from Mrs. Hodge at the end of the week, and asked me to remain on until she was suited. I continued until 6th December. I gave notice to Mrs. Hodge on Thursday, the 4th, and Mrs. Hodge said she would summon me if I did. I did not say a word to her about my stopping on until she was suited. Mrs. Hodge demanded a week's notice.

## SENTENCE.

Fined 6s. 6d., to include costs.

## DURHAM.

CASES heard by the JUSTICES of the PEACE for the CITY of DURHAM, under the Master and Servant Act, 1867.

Date of Hearing.	Defendant.	Complainant.	Charge.	Evidence and Circumstances.	Decision.
1870. 30th May	William Hogarth -	Robert Pearson -	For that he the said William Hogarth, being the apprentice of one Robert Pearson for a period then unexpired, did on the 23rd, 24th, and 25th days of May 1870 absent himself from the service of his employer without just cause or lawful excuse.	Robert Pearson saith, defendant is my apprentice. On the 23rd, 24th, and 25th he neglected his work.	Bound in his own recognizances of 10l.
10th Nov.	John McIntyre -	Ralph Salkeld -	For that he the said John McIntyre, being the apprentice, &c., did on the 5th September 1870 absent himself from the service of his employer.	Ralph Salkeld saith, defendant absented himself on the 5th September.	2l. compensation.
1871. 15th June	John Clarney -	John Summers -	For that he the said John Clarney, being the workman, &c., did on the 10th June 1871 unlawfully neglect to fulfil contract, &c.	John Summers saith, defendant neglected to fulfil contract on the 10th June.	1l. compensation.
3rd July	John Dent -	Joseph Green -	For that he the said John Dent, being the workman, &c., did on the 16th June 1871 unlawfully neglect to fulfil contract, &c.	Joseph Green saith, defendant neglected to fulfil contract on the 16th June.	1l. compensation.
1872. 15th Jan.	Thomas Burton -	John Burdon -	For that he the said Thomas Burton, being the workman, &c., did on the 8th January 1872 unlawfully neglect to fulfil contract, &c.	John Burdon saith, defendant neglected to fulfil contract on the 8th January.	10l. compensation.
7th March	Adolphus May -	Samuel Hume -	For that he the said Adolphus May, being the workman, &c., did on the 26th February 1872 unlawfully neglect to fulfil contract, &c.	Samuel Hume saith, defendant neglected to fulfil contract on the 26th February.	5l. compensation.
1st April	John McIntyre -	Ralph Salkeld -	For that he the said John McIntyre, being the apprentice, &c., did on the 19th March 1872 absent himself from the service of his employers.	Ralph Salkeld saith, defendant absented himself on the 19th March.	1l. compensation.



Date of Hearing.	Defendant.	Complainant.	Charge.	Evidence and Circumstances.	Decision.
1872. 8th April	Charles Macklam -	Ralph Salkeld -	For that he the said Charles Macklam, being the apprentice, &c., did on the 19th March 1872 absent himself from the service of his employer contrary, &c.	Ralph Salkeld saith, on the 19th March defendant absented himself.	2 <i>l.</i> compensation.
17th Oct.	Thomas Higgs -	John Wilkinson -	For that he the said Thomas Higgs, being the workman, &c., did on the 7th October 1872 unlawfully neglect to fulfil contract.	John Wilkinson saith, on the 7th October 1872 defendant did not fulfil his contract.	1 <i>l.</i> 10 <i>s.</i> compensation.
28th Oct.	William Clark -	William Ground -	For that he the said William Clark, being the workman, &c., did on the 19th October 1872 unlawfully neglect to fulfil contract.	William Ground saith, on 19th October 1872 defendant did not fulfil his contract.	1 <i>l.</i> compensation.
2nd Dec.	William French -	James Laidler -	For that he the said William French, being the apprentice, &c., did on various days, from the 26th October to the 26th November 1872, absent himself from the service of his employer.	James Laidler saith, on various days from 26th October to the 26th November defendant absented himself from my service.	1 <i>l.</i> 4 <i>s.</i> compensation.
2nd Dec.	John Vest -	James Laidler -	For that he the said John Vest, being the apprentice, &c., did on various days, from the 26th October to the 26th November 1872 absent himself from the service of his employer.	James Laidler saith, on various days from the 26th October to the 26th November defendant absented himself from my service.	1 <i>l.</i> compensation.
19th Dec.	Robert Gowland -	John Coward -	For that he the said Robert Gowland, being the workman, &c., did on the 9th December 1872 unlawfully neglect to fulfil contract.	John Coward saith, on the 9th December defendant did not fulfil his contract.	2 <i>l.</i> 10 <i>s.</i> compensation.
1873. 28th Dec.	John Walker -	William Sewell -	For that he the said John Walker, being the apprentice, &c., did on the 10th November 1873 absent himself from the service of his employer.	William Sewell saith, on the 10th November and since defendant absented himself from my service.	Two months' imprisonment.

WILLIAM MARSHALL,  
Clerk to the Justices of the City of Durham.

Dated this 27th May 1874.

DURHAM (MIDDLE DIVISION OF CHESTER WARD).

ELLIOTT AND ANOTHER and WHITE.

To Henry White, late of Nettlesworth Colliery, in the County of Durham, pitman.

Middle Division of  
Chester Ward,  
in the County of  
Durham  
(to wit). } WHEREAS, information hath this day been laid before the undersigned, one of Her Majesty's justices of the peace in and for the said county, for that you, on the 31st day of October in the year of our Lord 1870, at the parish of Chester-le-Street, in the county aforesaid, then being the servant of George Elliott and another, his co-partner, owners of Nettlesworth Colliery, in the said county (hereafter called the said employers), in their trade or business of colliery owners, under a certain contract of service for a period then unexpired, did, at Nettlesworth Colliery aforesaid, unlawfully refuse and have ever since refused to fulfil the said contract, and the said employers further say that the amount of compensation which they claim for the said breach and nonperformance of the said contract is 1*l.* 11*s.* 6*d.*, and they, by Thomas Fowler, their agent, pray that you may be summoned and adjudicated upon under the 14th section of "The Master and Servant Act, 1867."

SUMMONS.

These are therefore to command you in Her Majesty's name to be and appear on Thursday, the 29th day of December instant, at 10 o'clock in the forenoon, at the Justice Room in Chester-le-Street, before such justices of the peace for the said county as may then be there, to answer to the said information, and to be further dealt with according to law.

Given under my hand and seal this 15th day of December in the year of our Lord 1870, at Chester-le-Street, in the county aforesaid.

H. BRAMWELL. (L.S.)

The case was heard on 23rd February 1871. The defendant could not be found for the return of this summons; he had absconded.

In this case Mr. Robert Middleton, Clerk to the Petty Sessions, states, in a letter accompanying the summons, that the information had not been preserved, that the defendant could not be found, having absconded, that no depositions were taken on the hearing, and concludes in the words following:—

“The evidence, as far as I can recollect, was to the following effect:—Henry White having in April 1870 contracted to serve Messrs. Hunter and Elliott, colliery owners, for one year, in the month of October left his service, for which offence he was summoned under the 9th section of the Act. On the hearing of that summons he admitted his offence and promised to pay the costs and return to his work forthwith. He never did so, and was thereupon proceeded against under the 14th section. The Bench considered that his misconduct was of an aggravated character, and that no compensation or fine (which it was impossible to recover) would meet the case, and he was sentenced under that section to three months imprisonment with hard labour.”

SENTENCE.

### DURHAM (STOCKTON-ON-TEES).

HOPPER, as Agent for Mountjoy, Pearse, and Co., Iron Shipbuilders, against NICHOL, Apprentice.

INFORMA-  
TION.

Borough of Stockton,  
in the  
county of Durham,  
to wit.

THE Information and complaint of Richard Smith Hopper, of Stockton, in the county of Durham, shipyard manager, as agent for and on behalf of Mountjoy, Pearse, and Company, carrying on business at Stockton aforesaid as iron shipbuilders, taken before me, the undersigned, one of Her Majesty's justices of the peace in and for the borough of Stockton, in the county of Durham, at Stockton, in the said county, this 22nd day of June, in the year of our Lord 1871.

Who saith that Robert Nichol, late of Stockton, in the said county, apprentice, did on the 12th day of April 1871 at the borough of Stockton, in the said county of Durham, being the apprentice of the said Mountjoy, Pearse, and Company in their trade or business of iron shipbuilders, under a certain contract of apprenticeship for a period now unexpired, unlawfully absent himself from the service of the said Mountjoy, Pearse, and Company without just cause or lawful excuse. And the said complainant further says that the amount of compensation which he claims for the said breach and nonperformance of the said contract is 8*l.* 8*s.*

And thereupon he prays that the said Robert Nichol may be summoned and adjudicated upon under section 9 of “The Master and Servant Act, 1867.”

RICHD. SMITH HOPPER.

Taken before me, the day and year first  
above written, at the borough of  
Stockton, in the county aforesaid.

W. BURINGTON.

Stockton Borough Petty Sessions, 26th October 1872.

Before J. H. Wren and A. C. Knowles, Esquires.

#### *Evidence.*

EVIDENCE.

Richard Smith Hopper (sworn):—I am manager of the shipyard of Messieurs Mountjoy, Pearse, and Company, of Stockton, iron shipbuilders, the complainants in this case. I produce an indenture of apprenticeship bearing date the 23rd February 1869 whereby the defendant Robert Nichol was bound apprentice to the said Mountjoy, Pearse, and Company for the term of three years to serving the shipbuilding business. On the 13th April 1871 the said Robert Nichol absented himself from his work. He

had no leave of absence, and there was no lawful excuse for his absence. Defendant remained absent from his work for two months. I took out a summons against him on the 22nd June 1871, but the summons could not be served in consequence of the defendant having absconded. Some time afterwards defendant returned to Stockton, and I then applied to the magistrate who had issued the summons to extend the date for its return, and it was altered accordingly from the 29th June to the 24th August. On the 24th August 1871 last I appeared before the magistrates to prosecute the case, but the defendant did not answer the summons, and a warrant was issued for his apprehension. When I took out the summons against the defendant I claimed on behalf of Messieurs Pearse and Company the sum of 8*l.* as compensation due to them for breach of contract up to that time, but since that time the damage has been very considerably increased by reason of defendant's continued absence.

Borough of } BE it remembered that on the 26th day of October in the year of our Lord  
Stockton } 1873 at the borough of Stockton, in the county of Durham, Robert Nichol, CONVICTION.  
to wit. } of Stockton, in the county of Durham, apprentice, is convicted before us,  
the undersigned, two of Her Majesty's justices of the peace in and for the said borough; for that he the said Robert Nichol on the 12th day of April in the year of our Lord 1871, at the borough of Stockton aforesaid, then being the apprentice of Mountjoy, Pearse, and Company, of Stockton, iron shipbuilders, under a certain contract of apprenticeship for a period now unexpired, unlawfully did absent himself from the service of the said employers without just cause or lawful excuse, and it appearing to us that the said misconduct complained of was of an aggravated character, and was not committed bonâ fide in exercise of any legal existing right, or bonâ fide and reasonably supposed to exist, and further, that any pecuniary compensation or other remedy provided by "The Master and Servant Act, 1867," will not meet the circumstances of the case. Hereby in pursuance of section 14 of that Act we adjudge the said employed for his said offence to be imprisoned in the house of correction at Durham, in the said county of Durham, and there kept to hard labour for the space of three calendar months.

Given under our hands and seals, at the borough of Stockton, in the said county, the day and year first above mentioned.

A. C. KNOWLES. (L.S.)  
J. H. WREN. (L.S.)

## FLINTSHIRE (MOLD).

RATCLIFFE and PEERS.

15th June 1872.

Before Rev. Richard Howard and T. W. Eyton, Esq.

*Complainant*.—I am an ironfounder at Hawarden in this county. Prisoner was in my employ as boiler-maker up to Saturday, the 18th May 1872. One week's notice is required on either side. He was well aware of the rule. On the following Monday he should have been at work at Messrs. Wood's, Saltney, mending a boiler. The other three men with whom he should have worked went there, but prisoner did not go, the result was the three other men could not work, and our contract was broken; and Messrs. Wood threatened us with damages. Prisoner was only skulking about the village. He had given no notice. He has not worked for us since, and when I issued a summons he absconded.

Defendant was convicted, and sentenced to pay 40*s.* and costs, 28*s.* 3*d.*, or one month.

Defendant confessed that he had no goods, and was committed.

## HEREFORDSHIRE (BREDWARDINE PETTY SESSIONS).

DUGGAN and JONES.

Heard at Bredwardine Petty Sessions, 27th September 1872.

INFORMA-  
TION.

County of Hereford } THE Information of Elizabeth Duggan, of the parish of Clifford, in  
to wit. } the county of Hereford, widow, taken before me, one of Her  
Majesty's justices of the peace in and for the said county of Hereford, at the Moor, in  
the said county, this 17th day of September 1872. Who saith that Thomas Jones, the  
younger, of the Upper Cwm, of the parish of Cloddock, in the said county of Hereford,  
labourer, being the servant in husbandry of the said Elizabeth Duggan in her business  
of a farmer, under a certain contract service of a period now unexpired, did on the 17th  
day of September 1872, at the parish of Clifford, in the said county of Hereford, unlaw-  
fully neglect to fulfil the said contract, and hath absented himself from the service of  
the said Elizabeth Duggan without just cause or lawful excuse; and the said Elizabeth  
Duggan further says that the amount of damage which she claims for the breach and  
nonperformance of the said contract is 1*l.*, and she prays that the said Thomas Jones  
may be summoned and adjudicated upon under the Master and Servant Act, 1867.

ELIZABETH DUGGAN.

Taken before me, the day and year, and  
at the place above mentioned.

T. J. BROWN.

*Notes of Evidence.*

*Elizabeth Duggan*, sworn, states:—I am a farmer, and live at the Green in Clifford parish. On the 23rd May last, at Hay, I hired the defendant as a general servant in husbandry till the 17th May next at the wages of 11*l.* 10*s.* We had no talk of notice to put an end to the service; he came to me and entered on the service on the 25th May, and stayed there until the 17th September instant. On the 7th September the defendant had leave to go home that evening, and to return on the next day, Sunday; he went and did not return until the Monday evening. The next morning, Tuesday, the 10th instant, the defendant said, "Misses, this day week I shall leave you." I want to go to school. I told him I should not spare him; that he should stay and serve his time. He said he would not say. On the 17th September he went away and has remained away ever since. The same morning before he went I asked him to stay, and told him if he went I should summon him; he said he would go, and I was to summon him when I liked. I have paid him 13*s.* 6*d.* on account of his wages. I estimate the damage I have sustained by his leaving me at 1*l.* I was hauling beans when he left me, and was prevented hauling by his going. I was busy in my harvest work.

The mark X of  
ELIZABETH DUGGAN.

*For the Defence.*

*Andrew Price*, sworn, states:—I am a farm labourer, and live with Mr. Watkins of Lower Werndu, Newton, Cloddock. I was present when the defendant was hired by the complainant. I heard him stipulate that he should be at liberty to determine the contract by giving a week's notice; the contract was made in the street. I saw the complainant and defendant go into a stationer's shop. I did not hear Mrs. Duggan say anything about notice, either agreeing to it or not. I don't think she could have said anything without my hearing her, but she might have said it without my hearing.

The mark X of  
ANDREW PRICE.

Contract annulled.

SENTENCE.

Defendant ordered to pay—

	s.	d.
Police fees	-	9 0
Justices' clerk	-	6 0
Witness	-	3 0
		<hr/>
		18 0

Paid.

MORRIS and LEWIS.

Heard at Bredwardine Petty Sessions, 3rd January 1873.

County of Hereford } THE Complaint of William Morris, of the parish of Clifford, in the  
to wit. } county of Hereford, labourer, taken and made before me, one of Her Majesty's justices of the peace in and for the said county of Hereford, at Clifford Priory, in the said county, this 26th day of December 1872. Who saith that on the 2nd day of November 1872, at the parish of Clifford, in the said county of Hereford, he the said William Morris was hired and employed by Edward Lewis of Newton, in the parish of Clifford aforesaid, farmer, to serve him as a servant in husbandry for the term of one week until the contract should be put an end to by either party, at the wages of 7s. per week, and that he, the said William Morris, entered upon the said service and duly performed the same, and that there is now due and owing unto him from the said Edward Lewis, in respect of such wages, the sum of 1l. 1s., and that the said Edward Lewis doth expose to pay him the same or any part thereof, contrary to the form of the Statute in such case made and provided.

INFORMA-  
TION.

Taken and made before me the day and year, and at the place above mentioned.

B. HAIGH ALLEN.

his  
WILLIAM X MORRIS.  
mark.

Notes of Evidence.

William Morris, sworn:—I am a labourer, and live at Westbrook, in the parish of Clifford. On a Friday in October last I was hired by Mr. Lewis, the defendant, to work for him as a labourer on his farm. I was to work for him by the week at the wages of 7s. a week. I worked that day and the next; the next week I worked all the week; the following week five days, and the next week five days, making altogether three full weeks; the last day I worked for defendant was Friday the 22nd November; that night I asked defendant to allow me to go and help Mr. Meredith with the steamer threshing next day; he told me I might go; the Saturday was wet, and we could not thresh, and I stayed at home. Mr. Meredith sent for me on the Monday following, and I went and stayed with him that and the two next days, and afterwards stayed to work for him altogether. I went to Mr. Lewis for my wages for the three weeks, and he refused to pay me. This was on the Saturday after I left.

The mark X of  
WILLIAM MORRIS.

Order made for the defendant to pay 15s. 2d. wages, and costs—

SENTENCE.

	s.	d.
Police fees	-	4 6
Justices' clerk	-	5 0
		<hr/>
		9 6

SEABORNE and PRICE.

Heard at Bredwardine, 7th February 1873.

County of Hereford } THE Information of John Seaborne, of the parish of Dorstone, in the  
to wit. } county of Hereford, farmer, taken before me, one of Her Majesty's justices of the peace in and for the said county of Hereford, at Dorstone, in the said county, this 2nd day of January 1873. Who saith that William Price, of the parish of Clifford, in the said county of Hereford, labourer, on the 1st day of January 1873, at the parish of Dorstone, in the said county of Hereford, then being the servant in husbandry of the said John Seaborne, under a certain contract of service for a period now unexpired, unlawfully has absented himself from the service of the said John Seaborne without just cause or lawful excuse. And the said complainant further says that the amount of compensation which he claims for the said breach and nonperformance of the said contract is 10s., and he prays that the said William Price may be summoned and adjudicated upon under the Master and Servant Act.

INFORMA-  
TION.

Taken before me the day and year and at the place above-mentioned.

THOMAS POWELL.

JOHN SEABORNE.

*Notes of Evidence.*

*John Seaborne* on his oath states:—I am a farmer and live at Pentwyn Dorstone. In the beginning of December last I hired the defendant to serve me as a general servant in husbandry from 5th December to 17th May next; his wages were to be 4*l.* and to live in the house. He entered on his service on the 5th December. He stayed with me until the 1st January. On the Monday previous he told me he should leave on the 1st January, that was on the next Wednesday. I told him not to go but to go on with his work; he said he should go; he made no complaint to me. On the 1st January the defendant left. I had not given him permission to leave but told him to go on with his work. I had no workman to go on with his work. I was threshing corn and was obliged to stop when defendant left me and could not get any one in his stead for some days. I estimate the loss I sustained by the defendant leaving me at 10*s.* I lost that sum in the price of the grain I had sold. The defendant always had the same food as I and my mother had.

JOHN SEABORNE.

SENTENCE. To be discharged from service. Complainant to pay defendant 15*s.* wages. Defendant to pay—

	<i>s.</i>	<i>d.</i>
Police fees	-	4 6
Justices clerk	-	7 0
Compensation	-	3 6
		<hr/>
		15 0

## LIKE and CUTTER.

Heard at Bredwardine Petty Sessions, 4th April 1873.

INFORMATION.

County of Hereford } THE Information of James Like, of the parish of Bredwardine, in the  
to wit. } county of Hereford, farmer, taken before me one of Her Majesty's  
justices of the peace in and for the said county of Hereford, at Dorstone, in the said  
county, this 21st day of March 1873. Who saith that Thomas Cutter, late of the  
parish of Bredwardine, in the said county of Hereford, labourer, within the space of  
three calendar months last past, to wit on the 7th day of March 1873, at the parish of  
Bredwardine, in the said county of Hereford, was hired and employed by him the said  
James Like to serve him as a servant in husbandry until the 17th day of May 1873, at  
and after the wages of 12*l.* a year that the said Thomas Cutter duly entered upon the  
said service, and on the 10th day of March instant absented himself therefrom without  
leave or lawful excuse, and from thence hitherto hath neglected to perform the said  
service, contrary to the form of the Statute in such case made and provided.

JAMES LIKE.

Taken before me the day and year, and  
at the place above mentioned.

THOS. P. POWELL.

(EXTRACT FROM BREDWARDINE PETTY SESSIONS MINUTE BOOK.)

Charge, deserting service. Offence admitted.

	<i>s.</i>	<i>d.</i>
Police fees	-	3 6
Clerk	-	5 0
Fine	-	1 6
		<hr/>
		10 0

*Paid.*

SENTENCE.

Allowed a fortnight for payment, in default to be committed for seven days.

JONES and PROBERT.

Heard at Bredwardine, 4th July 1873.

County of Hereford } THE Information of George Jones, of the parish of Dorstone, in the  
to wit. } county of Hereford, farmer, taken before me, one of Her Majesty's  
justices of the peace in and for the said county of Hereford, at Dorstone, in the said  
county, this 23rd day of June 1873. Who saith that Henry Probert, of the parish of  
Monington on Wye, in the said county of Hereford, labourer, within the space of three  
calendar months last past, to wit on the 9th day of June 1873, at the parish of Dorstone,  
in the said county of Hereford, then being a servant in husbandry of the said George  
Jones, under a certain contract of service for a period now unexpired, unlawfully did  
absent himself from the service of the said George Jones without just cause or lawful  
excuse, and the said George Jones further saith that the amount of compensation which  
he claims for the said breach and nonperformance of the said contract is 10s., and he  
prays that the said Henry Probert may be summoned and adjudicated upon under the  
Master and Servant Act.

INFORMA-  
TION.

GEORGE JONES.

Taken before me the day and year, and  
at the place above mentioned.

THOMAS POWELL.

(EXTRACT from the BREDWARDINE PETTY SESSIONS MINUTE BOOK.)

Charge, deserting service. Defendant pleads Guilty.

	£	s.	d.
Police fees - - -	0	5	6
Justices' clerk - - -	0	5	0
Compensation - - -	0	10	0
	<hr/>		
	1	0	6

*Paid.*

Ordered to complete service. Costs and compensation to be paid, and in default one  
calendar month's imprisonment with hard labour.

SENTENCE.

CHIPP and CRUMPTON.

Heard on 10th November 1873.

County of Hereford } THE Information of Richard Chipp, of the parish of Hay, in the county  
to wit. } of Brecon, taken before me, one of Her Majesty's justices of the  
peace in and for the said county of Hereford, at the Priory in the said county, this 13th  
day of August 1873. Who saith that John Crumpton, of the parish of Presteign, in the  
county of Radnor, within the space of three calendar months last past, to wit on the 2nd  
day of August 1873, at the parish of Cusop, in the said county of Hereford, then being  
the workman of the said Richard Chipp, under a certain contract to execute certain work,  
did unlawfully neglect to fulfil the said contract without just cause or lawful excuse;  
and he prays that the said John Crumpton may be summoned and adjudicated upon  
under the Master and Servant Act, 1867.

INFORMA-  
TION.

R. CHIPP.

Taken before me the day and year, and  
at the place above mentioned.

B. HAIGH ALLEN.

(EXTRACT from BREDWARDINE PETTY SESSIONS MINUTE BOOK.)

*Richard Chipp* sworn, states:—I am a spade-tree maker, and live in Hay. About  
May last I engaged John Crumpton, the defendant, to work for me as a spade-tree maker  
at 8½d. per dozen; he entered upon his work and continued working about three months.  
On the 1st August the defendant was at work boring some spade-trees; he had began  
upon a lot of seven dozen and nine; he had not finished any of them but had bored some  
of them; it was his duty to bore and completely finish the whole lot of seven dozen and  
nine after he had began on them. The next morning, Saturday, the 2nd of August, I

EVIDENCE.

found the defendant had taken away his tools and left his work. He has not been at his work since. The defendant has overdrawn money for the work done by him.

RICHARD CHIPP.

	£	s.	d.
Police fees - - -	-	0	8 0
Justices' clerk - - -	-	0	8 0
Fine - - - - -	-	0	10 0
		<u>1</u>	<u>6 0</u>

*Paid.*

SENTENCE. In default, to be committed for one month.

### HEREFORD.

DAVIES and SMITH.

16th November 1872.

Before E. S. Hutchinson, Esq., Richard Hereford, Esq., and R. J. Griffiths, Esq.

Frederick Smith charged with deserting the service of his master John Davies, miller, at Wellington, on the 17th October 1872.

Defendant did not appear.

EVIDENCE. The following evidence was given :

*Alfred Spencer*, police constable :—I served copy of summons produced on defendant on the 13th November. I gave it to his wife at his house.

*John Davies*, miller, at Wellington :—I engaged defendant as my foreman in mill in March 1871. He was to have 18s. a week, and a house free, and a month's notice on either side. He worked under that hiring until 17th October, and then left. He got drunk in the morning and left. He came back the next morning and was drunk then. He remained for half an hour and went away. He did not come back. He gave me no notice, and I gave him none. I was a week before I got a man in his place. I had to put the night man to work by day; and the water ran to waste by night. I work my mill night and day. I lost at least 2l.; I lost more, but I put it at that. I owed him nothing when he left. He was in my debt.

SENTENCE. Defendant was convicted, and sentenced to pay 2l. as compensation and 13s. 6d. costs. In default of payment to be imprisoned for two months, unless compensation and costs sooner paid. The imprisonment to commence at expiration of former term.\*

Warrant of committal issued 16th November 1872.

Defendant committed 9th January 1873.

### HANTS (ANDOVER).

12th July 1872.

Before Rev. C. Dodson, Rev. T. Best, Major Earle.

EDWARDS v. STURGESS.

Plea, Guilty.

(Leaving Service.)

	s.	d.
Compensation - - -	-	8 0
Police - - - - -	-	5 0
Costs - - - - -	-	2 6
		<u>15 6</u>

7s. 6d. paid by master to be deducted from wages.

\* This refers to a conviction for a former offence.



STEVENS v. HARRIS.  
(Leaving Service.)

Plea, Not Guilty.

*Robert Edgar Stevens*, sworn, states :—I am a farmer residing at Wherwell. On 15th January 1872 I hired the defendant on the terms contained in the agreement now produced in my hiring book. He left me Friday, 6th July 1872, and has not been to work since.

			<i>s.</i>	<i>d.</i>
Compensation	-	-	5	0
Costs	-	-	5	0
Police	-	-	2	6
			12	6

Paid by master and to be deducted from wages.

SENTENCE.

9th August 1872.

Present the following : Rev. C. Dodson, Rev. T. Best, Major Earle.

GAY v. WILTSHIRE AND MALT.

(Leaving Service.)

Plea, Guilty.

			<i>s.</i>	<i>d.</i>
Compensation	-	-	7	0
Costs	-	-	7	0
Police	-	-	2	6
			16	6

SENTENCE.

10th January 1873.

Before : Rev. C. Dodson, Major Earle.

HOOPER v. COOK.

(Leaving Service.)

Plea, Guilty.

			<i>s.</i>	<i>d.</i>
Compensation	-	-	5	0
Costs	-	-	5	0
Police	-	-	2	6
			12	0

To be deducted out of wages.

20th March 1874.

Present : Rev. C. Dodson, Rev. T. Best, T. Best, Esq., T. E. Fowle, Esq.

PARHAM v. MATTHEWS.

(Absenting himself from Service.)

Plea, Guilty.

Contract agreed to be performed by employed, and costs, 7*s.* 6*d.*, paid.

PARHAM. v. WELLS.  
(Leaving Service.)

Plea, Not Guilty.

*Henry Parham*, sworn, states :—I am a farmer residing at St. Mary Bourne. I hired the defendant soon after Michaelmas to serve till Michaelmas 1874 at 8s. 6d. per week, and 5l. for the harvest. He entered on his work and served under such contract up to Monday, when he left. I paid him on Saturday night. He asked for a rise of wages and I declined. He left Monday. I estimate the compensation at 1l. 5s. for the loss of his service.

*Bridget Vincent*, sworn, states :—I live at Eggbury, and am the wife of John Vincent. I was present with Mr. Parham when he hired the defendant. It was since Michaelmas and before Christmas. He was hired to Michaelmas 1874 at 8s. 6d. per week, and 5l. for the harvest, and that he agreed to. This took place outside my father's (Mr. Parham's) house at Eggbury.

Cross-examined by Defendant.

I was present when you were hired.

SENTENCE.

Contract ordered to be fulfilled, and 7s. 6d. costs to be paid.

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KILLALOE, COUNTY CLARE.

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N.B.—No note of the evidence at the hearing was taken in any of these cases.

COLGAN v. DOOGAN.

THE Information of John Colgan, of Killaloe in the county of Clare, who saith on his oath that on the 11th July 1869 I hired the defendant John Doogan, of Finkle, to work for me, and do my business as tailor at Killaloe for twelve months, for the sum of 5l. 10s. sterling; he the aforesaid John Doogan deserted from my employment on the 24th December 1869, and did not return to his work; the loss and damage I sustain by the aforesaid John Doogan deserting my business amounts to 3l. sterling.

(Signed) JOHN COLGAN,  
Informant.

Taken before me, this 17th day of  
January in the year 1870, at  
in the said county.

(Signed) WILLIAM HENN MAYNE,  
Justice of said county.

Defendant to go back to the service of complainant and pay 3s. costs.

RYAN v. HOGAN.

THE Information of John Ryan, of O'Brien's Bridge, in the said county, who saith on his oath that in the month of May 1868 I entered into a contract with the defendant James Hogan, painter, to paint and glaze a house of mine at O'Brien's Bridge, in the county of Clare, for the sum of 17s.; he the defendant commenced to work at the house in the month, and since then he the defendant neglected to complete the contract for me, and did not do any of it since the month of May last up to the present day; I would not wish it for 1l. sterling.

(Signed) JOHN RYAN,  
Informant.

Taken before me, this 26th day of  
October in the year 1868, at Killaloe,  
in the said county.

(Signed) WM. HENN MAYNE,  
Justice of said county.

Defendant to pay 15s. to complainant, and costs, 3s. 6d.

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## RYAN v. TROY.

THE Information of Patrick Ryan, of Curraghmore, in the county of Tipperary, who saith on his oath that I had the defendant Sarah Troy hired as my servant for six months. She the said Sarah Troy spent four months with me. On the 30th of September 1868 she deserted from my service at Curraghmore, in the county of Tipperary, contrary to her agreement, during the defendant's absence from me I am paying a woman for doing her work 10*d.* per day.

(Signed) PATRICK <sup>his</sup> × RYAN,  
mark  
Informant.

Taken before me, this 23rd day of  
October in the year 1868, at Killaloe  
in the said county.

(Signed) WM. HENN MAYNE,  
Justice of said county.

Defendant fined 3*l.* and 12*s.* 6*d.* costs; in default, to be imprisoned for two months.

## TALBOT v. COLLINS.

THE Information of George Talbot, of Crumna, in the county of Tipperary, who saith on his oath that on the 8th of March 1869 Anne Collins, a servant in my employment, hired by me for nine months, deserted from my employment at Bushfield. I have a woman employed in defendant's absence, paying at the rate of 5*s.* per week, the loss and damage I now sustain by the defendant's departure from me, amounts to about 8*s.* up to the present date and is likely to continue up to the end of the season.

(Signed) GEORGE TALBOT,  
Informant.

Taken before me, this 6th day of April  
in the year 1869 at \_\_\_\_\_, in the  
said county.

(Signed) WILLIAM SPEIGHT,  
Justice of said county.

Defendant was fined 2*s.* 6*d.* and 5*s.* costs; in default, one week's imprisonment.

## TOUHEY v. CORBETT.

THE Information of Patrick Touhey, of Aughinish, in the county of Clare, who saith on his oath, that I was hired as servant by Patrick Corbett, of Aughinish in said county, for six months. On Monday, the 4th January 1869, he the aforesaid Patrick Corbett discharged me from his service without a cause, and before the six months which I hired with him was expired. To the best of my belief I sustain a loss of about 1*l.* 12*s.*

PATRICK <sup>his</sup> × TOUHEY,  
mark  
Informant.

Taken before me, this 7th day of January  
in the year 1869, at Killaloe, in the  
said county.

(Signed) WM. HENN MAYNE,  
Justice of said county.

Defendant to take back complainant into his service and pay to complainant 2*s.* 6*d.* compensation.

## FERMANAGH (IRVINESTOWN).

*Note.*—No note was taken of the evidence at the hearing in either of these cases.

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 McQUAID v. ELLIOT.

Petty Sessions District of Irvinestown, County of Fermanagh.

THE Information of Rev. James McQuaid, of Whitehill, who saith on his oath that on 12th May 1874 I re-engaged Thomas Elliott, alias Seery, as my hired servant to remain in my service till 14th November 1874, and that on this morning, the 20th May, he left my service without any excuse or legal reason for doing so; and I pray that said Thomas Elliott, alias Seery, may be summoned and adjudicated upon under the Master and Servant Act, 1867.

(Signed) JAMES McQUAID, Informant.

Taken before me, this 20th day of May  
in the year 1874, at Irvinestown, in the  
said county.

(Signed) FRAS. D'ARCY,  
Justice of said County.

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Petty Sessions District of Irvinestown, County of Fermanagh.

I certify that upon hearing of a complaint that defendant, being complainant's hired servant to remain in service till 14th November 1874, did on the morning of 20th May 1874 leave his service without any lawful excuse, an order was made on the 29th day of May 1874 by the justices present against Thomas Elliott, alias Seery, of Droghan, late of Whitehill, to the following effect, viz.:—The contract of service is annulled, and all wages forfeited, and fined 1*l.*, costs 1*s.*, or in default of payment to be imprisoned for one month.

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 IRVINE v. McDONAGH.

Petty Sessions District of Irvinestown, County of Fermanagh.

THE Information of Alexander Irvine, of Irvinestown, who saith on his oath that on 13th May 1874 I hired Eliza McDonagh, of Irvinestown, to stay in my service till 12th November 1874, and on Sunday, 17th May 1874, she left my service without any just cause or lawful excuse, whereby I am at a loss; and pray that she may be summoned and adjudicated upon under Master and Servant Act, 1867.

(Signed) ALEXANDER IRVINE, Informant.

Taken before me, this 23rd day of May  
in the year 1874, at Irvinestown, in the  
said county.

(Signed) FRAS. D'ARCY,  
Justice of said County.

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Petty Sessions District of Irvinestown, County of Fermanagh.

I certify that upon hearing of a complaint that defendant, being complainant's hired servant to remain in his service till 12th November 1874, did on 17th May 1874 leave her service, whereby complainant is at a loss; an order was made on the 29th day of May 1874 by the justices present against Eliza McDonagh, of Irvinestown, to the following effect, viz.:—The defendant Eliza McDonagh is directed to fulfil her contract, and give one security for the due fulfilment of the same in 5*l.*, and in default of said security to be imprisoned for one month, unless said security be given.

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## FERMANAGH (LISNASKEA).

[Note :—The clerk to the justices states that “ It is not usual to pen evidence as given “ in our court at the hearing of cases, except in cases returned for trial to Quarter Sessions.”]

## CARROTHERS V. DENNIS.

Petty Sessions District of Lisnaskea, County of Fermanagh.

THE Information of Robert Carrothers, of Drumeer, in said county, who saith on his oath, that Noble Dennis, of Drumeer, his hired labouring man, absented himself from my employment on the 11th day of August 1873, contrary to my wishes, and would not return to my employment when requested to do so by me; and I pray a summons be issued against him for the said offence, to be heard at Lisnaskea Petty Sessions on the 13th day of September 1873.

(Signed) ROBERT CARROTHERS,  
Informant.

Taken before me this 30th day of August  
in the year 1873, at Lisnaskea, in the  
said county.

(Signed) MATT. H. SANKEY,  
Justice of said county.

Defendant was convicted and sentenced under 9th section of the Act to have an abatement of his wages.

## WATKINS V. HILL.

Petty Sessions District of Lisnaskea, County of Fermanagh.

THE Information of Robert Watkins, of Knox, in the said county, who saith on his oath, that the defendant, Charles Hill, my hired servant man, absented himself from my service on the 30th day of October 1873 without my permission, and contrary to my orders, I having previously cautioned him not to do so; and I pray a summons be issued against him for the said offence, to be heard at Lisnaskea Petty Sessions on the 22nd day of November 1873.

(Signed) ROBERT WATKINS,  
Informant.

Taken before me this 8th day of Novem-  
ber in the year 1874, at Lisnaskea, in  
the said county.

(Signed) J. S. MURRAY,  
Justice of said county.

Defendant was convicted and sentenced under the 9th section to have an abatement from his wages.

## NIESON V. McNEELY.

Petty Sessions District of Lisnaskea, County of Fermanagh.

THE Information of Philip Nieson, of Corranewy, in the said county, who saith on oath that on Sunday, the 6th day of July 1873, at Corranewy, in said county, the defendant Thos. McNeely, my workman, did pull and drag me about by the collar of the coat, in my own house, and kept swearing vehemently that he would take my life. From his actions and threats towards me, my life is in danger of being taken by him; and I pray that a warrant may be issued for his arrest, in order to put him under restraint, and be dealt with as the magistrates may deem fit. And I make this information not from malice but for the safety of my life and property.

(Signed) PHILIP NIESON,  
Informant.

Taken before me this 7th day of July  
in the year 1873, at Nutfield, in the  
said county.

(Signed) J. S. MURRAY,  
Justice of said county.

Defendant convicted and sentenced under 14th section to one month's imprisonment.

## WILSON v. MONTRAY.

Petty Sessions District of Lisnaskea, County of Fermanagh.

THE Information of John H. Wilson, of Lisnaskea, in the said county, who saith on oath, that Thomas Montray, his hired servant, was insubordinate, disobedient, and refused to do his work at Lisnaskea, on Tuesday, the 31st December 1872; and pray that a summons be issued against him for said offence, to be heard at Lisnaskea Petty Sessions on the 11th January 1873.

(Signed) JOHN H. WILSON,  
Informant.

Taken before me this 9th day of January,  
in the year 1873, at Derraree in the  
county.

(Signed) J. S. MURRAY,  
Justice of said county.

Defendant convicted and sentenced to one month's imprisonment under 14th section.

## DUBLIN.

## HEALY v. MOLYNEAUX.

Police District of } THE Information of Samuel Healy, of Grand Canal Harbour, James  
Dublin Metropolis, } Street, in said district, who being duly sworn upon oath, at the  
to wit. } Metropolitan Police Courts, Inns Quay, Northern Court, in said  
district, before me, one of the justices in and for said district, deposeth and saith as  
follows:—I am manager of the Grand Canal Company in whose employment defendant  
Maurice Molyneaux was boatman at 18s. a week. The boat was loaded and about to  
start on the 18th instant, and without any previous notice defendant refused to start.  
We were obliged, after detaining the boat for several hours, to replace the defendant.  
I claim 5*l.* as composition, but nothing would repay us.

DANIEL HEALY.

Sworn before me, this 27th of May 1874.  
C. J. O'DONEL.

Defendant was convicted and ordered to pay 5*l.* as compensation under section 9  
of the Master and Servant Act.

## WALLIS v. COLF.

Police District of } THE Information of John Wallis, of Bachelor's Walk, in said district,  
Dublin Metropolis, } who being duly sworn upon oath, at the Metropolitan Police Courts,  
to wit. } Inns Quay, Northern Court, in said district, before me, one of the  
justices in and for said district, deposeth and saith as follows:—The defendant was in  
my employment as carter at 16s. a week. His pay-day is Friday. On the 27th of  
May last he left my employment. I saw him sitting on the float on that day very  
drunk. He was incapable of minding his business. He left various articles lying  
unpacked in the float, and he himself went away. Several articles were missing on that  
day and have not been recovered since.

(Signed) JOHN WALLIS.

Taken before me, this 11th day of June  
in the year 1874, at the aforesaid police  
court in said district.

C. J. O'DONEL,  
One of the Justices for said District.

Defendant sentenced to one month's imprisonment with hard labour under section 14  
of the Master and Servant Act, 1867.

**JUBE v. McEvoy.**

Police District of } THE Deposition of Henry Denis Jube, 2 and 3, Ushers Quay, stay  
Dublin Metropolis, } manufacturer, in said district, taken before me, one of the magistrates  
to wit. } of the said district, at the Dublin Metropolitan Police Court, Inns  
Quay, South Side, in said district, against the defendants, Sarah McEvoy, Susan  
Dunlop, and Eliza Brown, staymakers, in their presence and hearing.

I, deponent, being duly sworn upon oath, depose and say:—That the three defendants were engaged in my employment by the week about two months ago. McEvoy was engaged at the rate of 6s. per week. They worked Wednesday, Thursday, Friday, and Saturday, and were paid on the latter day. They failed to come to their employment on the following Monday. Dunlop was engaged at the rate of 10s. per week; she absented herself without leave on two several days, on a Thursday and on the Saturday.

Cross-examined by Mr. Rynd, attorney for defendants.

I employed McEvoy at my factory upon her requesting me to do so; she had been previously employed by me. The weeks of employment terminated on different days, sometimes on Wednesdays and sometimes on Saturdays. Dunlop was employed on Wednesday, and worked on that day as well as half of Thursday and Friday. I employed Miss Brown six or eight weeks ago; on Wednesday evening I told the girls that they would have to work until 7 o'clock. The usual hours were from half-past 8 a.m. to 6 o'clock p.m. I locked the door leading to the street from the workroom to keep in the girls.

Sworn before me, 30th April 1874.

THOS. H. BARTON.

Copy.

The defendants were summoned under section 4, and 15s. compensation claimed. Mr. Barton dismissed the case.

**VERDON v. WILLIS.**

Police District of } THE Deposition of William Verdon, of 19, Upper Kevin Street, master  
Dublin Metropolis, } plumber, in said district, taken before me, one of the magistrates  
to wit. } of the said district, at the Dublin Metropolitan Police Court, Inns  
Quay, South Side, in said district, against the defendant, Henry Willis, his apprentice.

I, deponent, being duly sworn upon oath, depose and say:—That defendant was bound to me under the indenture now produced in July 12 months. For the first 12 months he was all right, but since then he has frequently lost days. On the 16th instant he came into his dinner at about 2 o'clock. I sent him out to work, and never saw him since then.

WILLIAM VERDON.

Taken before me, this 27th day of March  
1874.

W. WOODLOCH.

Defendant was convicted under 14th section, and sentenced to one month's imprisonment.

**LIMERICK (BRUFF).**

17th June 1874.

GLUSON v. HOGAN.

Leaving her service before the expiration of her time.

Court ordered defendant to return to her service.

6th May 1874.

DUHIG v. McCAULIFF.

Leaving his service before the expiration of his time.

Court ordered defendant to be discharged from his service.

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8th May 1874.

DUHIG v. CONNELL.

Leaving his service before the expiration of his time.

Court dismissed case.

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25th February 1874.

GLOSTER v. LEO.

Turning complainant out of her service before the expiration of her time.

Court dismissed case.

*Note.*—The clerk to the petty sessions states that the evidence is never taken down in writing.

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BALLY CASTLE, COUNTY MAYO.

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WALKER v. GOLDEN.

*James Walker*, complainant, sworn, saith:—That Kitty Golden left his service and employment undischarged before she had her time served, as per contract entered into.

Fined 2*l.* 2*s.* 6*d.* costs; in default of payment, to be imprisoned in county gaol for one month, unless she returns to her service.

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LAING v. GORDON.

*Henry Laing*, complainant, sworn, saith:—That Pat. Gordon did leave and absent himself from his service and employment undischarged, before he had his time served, contrary to contract entered into, when the complainant would not advance him money that he had not earned.

Fined 2*l.* 2*s.* 6*d.* costs; in default of payment, to be imprisoned in county gaol for two months, unless he returns to his service forthwith.

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DOHERTY v. MOUMELLY.

*David Doherty*, complainant, sworn, saith:—That James Moumelly did leave and absent himself from his service and employment undischarged before he had his time served, contrary to contract entered into, when the complainant would not advance him money before he had it earned.

Fined 3*l.* 2*s.* 6*d.* costs; in default of payment, to be imprisoned in county gaol for six weeks, unless he returns to his service forthwith.

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## McDONNELL v. McDONNELL.

*Thomas McDonnell*, complainant, sworn, saith:—That Pat McDonnell did leave and absent himself from his service and employment undischarged before he had his time served, contrary to contract entered into, without any provocation.

Fined 2*l.* 1*s.* 6*d.* costs; in default of payment, to be imprisoned in county gaol for one month; all wages due to be forfeited, unless he returns to his service forthwith.

## KENT (MAIDSTONE SESSIONS).

ALLEN and ALLCHIN.

(Misconduct in Service.)

West Malling, Wednesday, 14th July 1869, at Petty Sessions Room.

Before M. H. Dalison, Esq., and the Hon. Ralph P. Nevill.

[*Note.*—Clerk to the justices states that a warrant was issued for apprehension of defendant, but that no copy of the Information can be found.]

*John Allen*, sworn:—Damage done to horse; taking same without leave; riding it furiously; and horse damaged, lained, injured.

EVIDENCE.

*Alfred Waghorne*, P.C., sworn:—On 4th July inst. went to Mr. Allen's house, saw defendant, Charles Allchin and groom, causing great disturbance; both were drunk, Allchin told the groom several times to take the colt out; said he was master and wanted to know what I had to do with it. I told him I should stop it.

*Thomas Edward Usher*, sworn:—Saw defendant on 4th July. Saw defendant riding one of Mr. Allen's horses. Saw him galloping the horse on the turnpike road. Defendant said people thought no one could ride such horses as these, only b—y cockneys. The horse defendant was on is a thorough bred; the horse was very hot. Defendant was riding the horse very improperly. I went afterwards to Mr. Allen. Defendant's conduct was very improper and abusive to Mr. Allen.

Defendant pleaded guilty. Committed for three calendar months, hard labour, house of correction.

SENTENCE.

County of Kent } Be it remembered, that on the 14th day of July in the year of our Lord 1869,  
of Kent } at West Malling, in the said county of Kent, Charles Allchin is convicted  
to wit. } before the undersigned, two of Her Majesty's justices of the peace for the said county, assembled and acting, and having jurisdiction in the county and place where the contract of service herein-after mentioned was, according to the terms thereof, to be executed; for that the said Charles Allchin, being the servant of one John Allen, of the parish of Wrotham in the said county, farmer, in his trade or business of a farmer, under a certain contract of service for a period now unexpired, did on the 4th day of July now instant at the parish of Wrotham aforesaid in the county aforesaid, inflict certain injury to and upon a certain horse, the property of the said John Allen. And it appearing to us that the said injury so inflicted to and on the said horse, the property of the said John Allen, was of an aggravated character, and was not committed in the bonâ fide exercise of any legal right existing, or bonâ fide and reasonably supposed to exist. And further, that any pecuniary compensation or other remedy provided by "The Master and Servant Act, 1867," will not meet the circumstances of the case, do hereby adjudge (in pursuance of section 14 of that Act) the said Charles Allchin for his said offence, to be imprisoned in the house of correction at Maidstone in the said county, and there kept to hard labour for the space of three months.

CONVICTION.

Given under our hands and seals at West Malling in the said county, the day and year first above mentioned.

RALPH P. NEVILL. (L.S.)  
MAX H. DALISON. (L.S.)

I certify the above to be a true copy of the original conviction deposited with the clerk of the peace for Kent, and filed amongst the records of the said county.

Dated the 7th day of May 1874.

F. RUSSELL,  
Clerk of the peace for Kent.

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KENT (WOOLWICH POLICE COURT).

TREWBY and HARDING AND OTHERS.

Metropolitan }  
Police District } THE Information and complaint of George Careless Trewby, of Becton, in  
to wit. } the county of Kent, superintendent of the Gaslight and Coke Company, taken on oath this 10th day of December in the year of our Lord 1872 at the Woolwich Police Court, in the said county and within the Metropolitan Police District, before me, the undersigned, one of the magistrates of the police courts of the metropolis sitting at the police court aforesaid, upon an application for a summons against John Murphy, of 3, Kent Street, Plaistow, being a labourer and a person employed under a contract of service with the Gaslight and Coke Company, to answer a complaint, the grounds of which are breach of contract and aggravated misconduct; and the remedy claimed is three months' imprisonment, with hard labour.

The said *George Careless Trewby* saith:—I am superintendent of the gasworks at Becton, in Kent, the property of the Gaslight and Coke Company. The above-named John Murphy was on the 2nd day of December 1872 in the service of the said company under a contract, on which day the said John Murphy unlawfully and wilfully absented himself from the service of the said company before the term of his contract of service with the company was completed. At the same time about 500 other servants broke their contracts, as, I believe, by pre-arrangement, and with intent to injure the said company.

D. MAUDE.

G. C. TREWBY.

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Woolwich Police Court, 13th and 14th Dec. 1872.

Before J. H. Patterson, Esq.

The QUEEN v. JOHN HARDING, HENRY BROAD, NATHANIEL HEAD, CHAS. BAKER, and others, charged with offences under the 14th section of the Master and Servant Act, 1867.

EVIDENCE.

*William Collyer*, sworn:—I am foreman at the Gaslight and Coke Company's Works at Beckton in Kent. I produce contracts in writing made and signed by the several defendants, agreeing to work for the company at weekly wages. Both sides were bound to give notice to terminate the contract. Notices were also affixed in the pay place to that effect outside the pay office. On the 2nd of December the defendants and 500 of the men all refused to work; they had not given any notice as required by their engagement. They had come to work that morning being the day gang. They refused to change their dress and go to work. Mr. Trewby, the manager, addressed them and gave them 10 minutes to consider. The men withdrew and at the end of 10 minutes all 500 turned out.

*George Careless Trewby*, sworn:—I am superintendent of the Gaslight and Coke Company at Bickton. I produce the several contracts made by direction of the company with the several defendants. Defendants have not given any notice of their intention to leave their work as required by those contracts. I was not aware of any intended strike till the morning of the 2nd of December; then 500 men turned out. Had any of them have remained behind after the strike they would have been allowed to work.

*Francis Wells*, sworn:—I paid all the men on the Saturday night previous to the strike their wages up to the Friday night. A week's notice was required on both sides, and that notice was stuck up outside the pay office. No notice was given by any of the 500 men.

Sixteen of the defendants committed for six weeks each to Maidstone.

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## SURREY CONSUMERS GAS CO. v. CONSTABLE AND OTHERS.

Greenwich Police Court, 14th December 1874.

The SURREY CONSUMERS GAS COMPANY and RICHARD CONSTABLE the elder, MR. BROWN, THOMAS RILEY, charged with breaking their contract under 14th section of the Master and Servant Act, 1867.

Defendants plead Guilty.

*Henry Finlay*, sworn :—I am engineer in the service of the Surrey Consumer Gas Company, and have been so 11 years. The works are at Rotherhithe; we employ from 90 to 100 men in the retort-house. Richd. Constable was a foreman at 38s. 9d. a week. Brown also at same wages. Riley is a scoop driver at same rate of wages. Constable has been employed 2 years, Brown 13 years, and Riley 7 or 8 years; permanent employment all the year round. On 2nd Decr. Constable and Brown were night shift, Riley day shift. Friday night and Saturday their wages were paid. The night shift was from 4 to 4 a.m., and day men about the same. Brown was in on Sunday night; he turned out on Monday morning with the other men. Constable was at work on Friday and Saturday night. Constable did not show up or show himself on Monday, or Brown or Riley. I have received several deputations headed by Constable. In my opinion he is the ringleader. On 22nd November the deputations was for an increase of wages and respecting sundry labour. Their wages have been increased three times in the year. Six weeks ago Constable headed a deputation for 5s. 3d. a week increase, and I said it must depend on what the London companies did. The whole of the men absented themselves. I have not one man left.

Cross-examined.

Constable was very rude. He said they were the men that did the work, and they were entitled to a good share of the profits. There were no threats held out.

Committed for six weeks each to hard labour, Wandsworth.

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 LANARKSHIRE.
 

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## DUNLOP and POLLOK.

THE Complainer, Colin Dunlop, junior, as manager of the Dunlop Company, humbly showeth :—That the said William Pollok (herein-after called the said employed), being the servant or workman of the said Colin Dunlop and Company, and partners thereof (herein-after called the said employers), in their trade or business of coal-masters, at Coalburn aforesaid, under a certain contract of service, videlicet, to act as a roads-man in the said employers' No. 1 Pit at Coalburn aforesaid, for a period now unexpired, and that a certain question, difference, and dispute has arisen between them touching certain misconduct which the said employed was guilty of on or about the 3rd day of June 1873 at No. 1 Pit, Coalburn aforesaid, in the said parish of Lesmahagow and county aforesaid, namely, that the said employed did, time and place aforesaid, improperly and wrongfully and without any reasonable cause, neglect to discharge his duties as roadsman in said No. 1 Pit, Coalburn, and did leave the said pit during the period of the working shift thereat (or a portion thereof), and did remain absent from said pit for a considerable time during the said working shift, all to the great loss and inconvenience of the said employers, and in breach of his duty as roadsman aforesaid.

COMPLAINT.

And the said complainant, as manager for the said employers, further says, that the amount of compensation or damage which he claims for the said misconduct and the said breach and non-performance of the said contract is 10% sterling; and he prays that the said employed may be summoned and adjudicated upon under sections 4, 9, and 14 of the Master and Servant Act, 1867.

May it therefore please your Lordship to grant warrant to cite the said William Pollok, respondent, to appear before you to answer to this complaint, and thereafter to proceed in the matter in terms of the said Act. According to justice.

(Signed) COLIN DUNLOP, JR.

[Warrant was granted by the sheriff substitute on 7th June 1873.]

At Lanark, the 14th day of June 1873,  
in presence of—

JOHN NEIL DYCE, Esq.,  
Advocate Sheriff Substitute of Lanarkshire.

Compeared the complainer with Mr. Thomas Millar Shirley, writer, Lanark, his agent ; as also appeared William Pollock complained upon along with Mr. Andrew Smith, writer, in Lanark, his agent, who stated preliminary objections to the relevancy of the complaint, which were repelled. And the complaint being read over to the respondent, he answers that he is Not Guilty.

Pleaded Not Guilty.

The following witnesses sworn and examined.

EVIDENCE.

*Colin Dunlop, junior* :—I am a partner of firm Colin Dunlop and Co., and manager for the firm. I have works at Coalburn parish of Lesmahagow. The respondent Pollock was employed by me as a roadsman in No. 1 Pit there, and on 3rd June last was in our employment as such on an engagement terminable on 14 days' notice on either side. No such notice had been given on either side, and therefore the engagement was current for 14 days after said 3rd June. On that latter day I was at the works during time when respondent ought to have been engaged in his duties there. I saw him shortly after 2 p.m. on that day. The most of the miners were on shift and had not terminated them. It is the roadsman duty to remain in the pit until termination of the shift. It was close to pit-head where I saw him very drunk. I don't see how he could have been in pit in that state. On my speaking to him he ran off with the report book, and I was obliged to send a man for it. He thus pestered us very much. The manager had left on that day and respondent was in a more responsible position on that account. No. 26 of the special rules, in absence of manager and clerk, &c., the roadsman shall receive all reports, &c. My clerk who is here was with me at time. I estimate the compensation to which I am entitled at 10%.

Cross-examined.

The said rules were passed by Mr. Mont the inspector, and are hung up in the works. Respondent made no complaint about a cover to the cage. He did not show me a single complaint in the report. The shift did not terminate till between 3 p.m. and 4 p.m. It was not his duty to go for tar and tallow to the warehouse, but he did so, so far as I can ascertain, on that day. Payment of four shifts are due to the respondent, but we deducted the pay for day labelled at 8s. per shift. We declined to let him work again until this complaint was settled.

*Alexander Dunlop, clerk to Messrs. C. Dunlop and Co.* :—I am aware that respondent was in the company's employment as roadsman in No. 1 Pit, Coalburn, and that his engagement was current on 3rd June. I saw him that day in presence of last witness and Mr. Brown Auchlochan about 2 p.m. We met him come out from pit-head. The shift was not then over. He was drunk and incapable of attending to his duty. He signs the report book. When Mr. Dunlop remonstrated he ran to and took the said book from the box at pithead, and, which under the last Statute, it is necessary to keep open at pit-head. He was due wages for four shifts at 8s. per shift, which have not been paid. The roadsman's duties under the rules are very important. The manager had just been dismissed and it was thus more needful for roadsman to be careful. It would be difficult to calculate the money damage had an accident occurred. 10% is not too great a sum as compensation.

Cross-examined.

No accident did occur. His absence left the pit without any one in charge. I cannot state if any loss was or was not sustained.

*Exculpatory Evidence.*

*George Howie, engineman, Coalburn* :—I was engaged as engine-man on 3rd June last at No. 1 Pit there. Respondent commenced work that day to 6.30 a.m. having been detained for the other engine-man to let him down pit. I saw him shortly after 7 p.m. at pit-head. I saw him also at 10 a.m. in the engine-house on his way to the office for

nails. I heard the other engine-man tell him to bring something, but what, I did not hear. I saw some new stores when I came back to work at night. On morning of 4th at 5.15 he came to commence work, but I had orders not to let him down.

Cross-examined.

The orders were given me by the day shift engine-man. My shift was over at 7 a.m. The other engine-man took the opportunity of telling roadsmen to bring something for him from stores, which are one mile distant. I was at pit-head for 1½ hours afterwards, but respondent had not gone down the pit, and I did not see him again that day.

*William Pollock*, the respondent:—My duty was to inspect the levels and plains and working places, to see that all was safe and report the same, to remove obstructions from roads when any occur. Hours were seven or eight per day. On 3rd June I was in office 12 o'clock, and ascertained all was correct, when I quitted and went with three who were engaged in sinking another pit. We then adjourned to public-house where I drank two glasses, whiskey. My shift was done before it. I had forgotten my tea flask and handkerchief, and which I got at pit-head about 3 p.m. On returning I met Mr. Dunlop. I went to where the report book was and showed it to Mr. Dunlop, and stated that covers were wanting for the cage.

Cross-examined.

The rules are hung up and I don't work under them. I did not go down the pit on said day till half-past 6 o'clock a.m., but I was there ready to go down at 5.35. It was between 11 and 12 o'clock when I arrived at the office and past 12 when I left it. The shift should end at 2 p.m., but generally not till 3 p.m. I did not offer to go down the pit after 12 o'clock. I went to Landon Cranstoun's public-house and had drink there, and when I came back from it I met Mr. Dunlop. He told me to go away because I was drunk.

The sheriff substitute, in respect of the evidence adduced, convicts the said William Pollock of the misconduct charged, and in respect that it appears to him that said misconduct has been of an aggravated character, and has not arisen or been committed in the *bona fide* exercise of a legal right existing, or *bona fide* or reasonably supposed to exist. And farther, that any pecuniary compensation or other remedy provided by the Act founded on will not meet the circumstances of the case, adjudges the said William Pollock to be imprisoned in the prison of Lanark for the period of 15 days from this date, and grants warrant to officers of court to apprehend him and convey him to the said prison, and to the keeper thereof to receive and detain him accordingly.

SENTENCE.

(Signed) J. NEIL DYCE.

CUNNINGHAM V. BOGLE.

The Complainer humbly sheweth:—That the said John Bogle (hereafter called the said employed), being the servant of the complainer, the said James Cunningham (hereafter called the said employer), in his trade or business of husbandry, under a certain contract of service for a period now unexpired, did on the 28th day of May 1872, at Bonnington Mains, Lanark, in the said county, unlawfully neglect or refuse, and has ever since neglected or refused to fulfil the said contract, or has absented himself from the service of the said employer without just cause or lawful excuse. And the said complainant, the employer, further says that the amount of compensation which he claims for the said breach and non-performance of the said contract is 12*l.* sterling, and he prays that the said employed may be summoned and adjudicated upon under sections 4, 9, and 11 of the Master and Servants Act, 1867.

COMPLAINT.

May it therefore please your Lordship to grant warrant to summon the said John Bogle, respondent, to appear before you to answer to this complaint, and thereafter to proceed in the matter in terms of the said Act. According to justice.

(Signed) JAMES CUNNINGHAM.

The following witnesses sworn and examined.

EVIDENCE.

*James Cunningham*.—Bogle was in my employment up to Whitsunday last. I went to Carnwath fair, but I re-hired Bogle before going there for 12 months. I gave him 2s. 6d. He commenced his new service as a ploughman, at 20l. On 28th May he left me, and asked for more wages, but did not say how much. He quitted me when I had no seed sown, and my horses stood idle,

Cross-examined.

I hired him a day or two before Carnwath fair, before my stable door. No one else was present. He wanted first pair of horses, and I agreed to teach him everything requisite, and I was to keep some portion of wage if he did not push on the work. I gave him the 2s. 6d. to hold the fair. I did not give him it till the fair. His wages due at Whitsunday were 8l. 10s., and he got it on Monday night. The day after term he asked for a rise. I drove him a cart of coals, and he got potatoes two months before the term.

Re-examined.

He has been about my house from a boy.

*John Bogle*, accused:—I was in Cunningham's employment. I did not hire myself at stable door for another term to Cunningham. I did not tell Mary Brown or James Turner that I had hired myself. On 28th May I did say to Miss Ellen Cunningham that wages were up, and I would stay if I got 1l. more. Her reply was, You are too young for so high a wage. She did not say it was a curious request after having re-hired yourself. I went to Carnwath fair, and I got 8s. from Mr. Cunningham as part of my wages. He did not give me 2s. 6d. in addition to said 8s. I went to the fair. I did not seek engagement at the fair, as I did not want it. I was engaged a fortnight after I left Cunningham, and I got 12l. per half-year. I met James Turner on road on 28th May, but I can't tell what we spoke about. Cunningham asked me to stop till 28th May, the day after term. James Brown has now got charge of first pair. I did not seek employment at fair, as I determined to work at my own hand. I only got 8s. from Cunningham, and did not get 2s. 6d. additional. I swear that I did not tell James Brown and James Turner that I had got that sum from Cunningham.

*James Brown*:—I am in Cunningham's employment, and entered day after Bogle left on Tuesday. I went on Wednesday, and it is not true that I entered before Bogle left. Bogle told me had got money from Cunningham, and how he had asked him if he was going to stop; that Mr. Cunningham had given him 2s. 6d. for arles.

Cross-examined.

It was before the term he told me he was stopping, and this was after Carnwath hiring fair. He told me Cunningham had said the 2s. 6d. was for arles, but he did not understand what it was for, as they had had no right agreement.

Re-examined.

I understood he was to stay with Cunningham.

*James Turner*, servant on Bannington estate:—I know that Bogle was in Cunningham's service. He left on 28th May last. On that day he said he had left. This was in afternoon. I said I thought he was engaged for one year more. He said he was sure of that, that he had got 2s. or 2s. 6d. from Mr. Cunningham as arles. He stopped 1½ day after term, and he had not given back his arles, as he had wrought 1½ day for them. It was generally understood that Bogle was to stop.

Cross-examined.

He said he was going to get too little money for next six months.

By Court.

I told him he should have returned his arles, and it is likely that Mr. Cunningham would prosecute him.

SENTENCE.

The sheriff, in respect of the evidence adduced, convicts the said John Bogle of the breach of contract of service stated in the complaint, and contravention of the Statute charged, and therefore adjudges him to forfeit and pay the sum of 5s. sterling of compensation to the complainer, with the sum of 3l. 2s. 9d. sterling of expenses. And in

respect it is inexpedient to issue a warrant of poinding and sale, ordains instant execution by imprisonment, and grants warrant to officers of court to apprehend the said John Bogle and convey him to the prison of Lanark, and to the keeper thereof to receive and detain him for the period of 15 days from the date of his imprisonment, unless the said compensation and expenses shall be sooner paid.

(Signed) J. NEIL DYCE.

STEPHENSON V. MACLAUGHLIN.

Glasgow, February 1874.

The Complainer humbly sheweth:—That the said William McLaughlin, hereafter called the said employed, being the servant or workman of the said Archibald Stevenson, junior, hereafter called the said employer, in his trade or business of a glass bottle manufacturer at Garngad Hill, Glasgow aforesaid, under a certain contract or agreement of service, for a period now unexpired, did on or about the 16th day of February 1874, at their works at Garngad Hill aforesaid, absent himself from the service of the said employer without just cause or lawful excuse, and has failed to return thereto. And the said employer further says that the amount of compensation or damage which he claims for such breach and non-performance of said contract or agreement is 20*l.* sterling, and he prays that the said employed may be summoned and adjudicated upon under sections 4, 9, and 14, and relative sections of the Master and Servant Act, 1867, as the same has been continued by various subsequent Acts of Parliament.

COMPLAINT.

May it therefore please your Lordship to grant warrant to cite the said William McLaughlin to appear before you to answer to this complaint, and thereafter to proceed in the matter in terms of the said Act. According to justice.

(Signed) ARCHD. STEPHENSON, Jr.

*Copy of Sheriff Substitute's Notes.*

Glasgow, 19th March 1874.

(Master and Servant Case.)

Respondent pleads Not Guilty.

*Wm. McLaughlin* (respondent) sworn:—I cannot read. I signed an agreement to serve complainer as glass-bottle maker for two years, from 19th July 1873. I signed it over pencil marks made for my name. I left complainer's works five weeks ago on next Saturday. That will be Saturday 14th February. I did not go to work on Monday and did not return till last Monday night after I got the complaint in this case. I had been at Newcastle in the meantime and could not get work. I came back because my wife wrote that the complaint had been left. I left because I could not get enough of work. My engagement was for 16*s.* a week and 1*s.* 4*d.* a move over. I did not get 1*s.* 4*d.* a move for every move I made. On 12th October I was first sent home with nothing. Again I was sent home in same way and borrowed 8*s.* from clerk. I was paid on the Saturday I was last at the works. I had told both manager and master the week before I was going away, unless they would give me a better place to work at. I was working with little bits of boys, apprentices, that did not care and would not work like me who had a family to keep. I meant to come back to pay complainer the money I owed him. I owed him 3*l.* lent to me when I was married. My leaving could not put complainer to much inconvenience. It would have put him to inconvenience if he had not know where I was. I had besides given him notice. I did not agree to come here and plead guilty to-day. I told Mr. Stevenson and his manager this morning I would state that I had left the works, and that I believed the sheriff would give me a chance to speak.

EVIDENCE.

By Court.

The agreement produced was read over to me before I signed it. What I mean about the 16*s.* is that I understood I was to get 16*s.* for making 12 moves, which was a week's work. I understood that I was to get paid for a week's work if Mr. Stevenson failed to find me material for a week's work. He gave me only 9*s.* in such cases. Complainer sent me home on 12th October because I had borrowed money from him. I am now quite willing to return to my service under the alleged contract.

The sheriff ordains the said William McLaughlin to fulfil the contract, and within four days from this date to find good and sufficient security, himself in the sum of 5*l.*, and one surety in the sum of 5*l.*, for the due fulfilment of the said contract, under certification that if he shall neglect or refuse to comply with such order within the said period he shall be imprisoned for the period of 40 days: finds the said William McLaughlin liable in 1*l.* 15*s.* of expenses to the complainer, and failing payment thereof within 14 days from the date grants warrant for recovery of said sum by pointing of his goods and effects and summary sale thereof, on the expiration of not less than 48 hours after such pointing without further notice or warrant, and appoints a return of execution of such pointing and sale to be made within eight days from this date under certification of imprisonment for the period of seven days in default of payment, or recovery of the expenses of diligence before the time allowed for such report.

(Signed) W. GUTHRIE.

19th June 1873.

LEIPER and REID.

Copy Complaint under the Master and Servant Act, 1867.

Unto the Sheriff of the county of Lanark.

COMPLAINT. The Complainer humbly sheweth:—That the said Daniel Reid (hereafter called the said employed), being the apprentice of the said John Leiper (hereafter called the said employer) in his trade or business of a baker, under a certain contract of apprenticeship, for a period now unexpired, did on or about the 16th day of June in the year 1873, at Carluke in the said county, absent himself, and has ever since absented himself, from the service of the said employer without just cause or lawful excuse. And the said complainant, the employer, further says that the amount of compensation which he claims for the said breach and nonperformance of the said contract is 5*l.*, and he prays that the said employed may be summoned and adjudicated upon under sections 4, 9, and 11 of the Master and Servant Act, 1867.

May it therefore please your Lordship to grant warrant to cite the said Daniel Reid, respondent, to appear before you to answer to this complaint, and thereafter to proceed in the matter in terms of the said Act. According to justice.

(Signed) JOHN LEIPER.

Lanark, 27th June 1873.

In presence of Advocate Sheriff Depute.

Plea, Not Guilty.

The following witnesses sworn and examined.

EVIDENCE. Objection that indenture is not probative repelled. As it has so far been fulfilled. *John Leiper*:—Daniel Reid was my apprentice under the indenture for 5 years. He entered and commenced on 16th current. He quitted on Monday night last without my knowledge. The service under indenture would be completed next new year. He has put me to considerable inconvenience. I was obliged to engage a journeyman at 27*s.* per week.

Cross-examined.

I gave him board up to April last, and this was owing to an arrangement with the boy and his father, which was 12*s.* per week, including the payment under the indenture and which I regularly paid him till he quitted. I paid him on Saturday night. Defender said a little; he would like a larger payment, and I said I had arranged with his father by which he got more than I was bound to give. The money arrangement was with the father. Boy is 18 years of age. There is what is called bag money paid to the master, who if he likes gives it to the apprentices. I have hitherto accounted to my apprentices for the bag money and since March last I have so paid it to the defender prior to the said arrangement having been come to. On Saturday 14th June current he asked when I paid him for his bag money. I did not give it to him. The fast day was in week following, but he did not say he was going from home.



By Court.

The arrangement to pay 12s. per week included all and every other charge.

Re-examined.

When he left my service on said Monday night he made no complaint. I did not know that he had left till Tuesday morning. I afterwards learned defender was in Glasgow. Defender took along with him another apprentice, who returned, and he had no intention of leaving himself, and he is now in my employment. There was no indenture with the other boy, and it was at the boy's father's entreaty that I took him back.

*Robert Waddell*:—I am in pursuer's employment as baker, and have been for one year. I have no indenture. I left on 14th June current. The defender was also in the employment of pursuer. We both left on Monday without notice, and on same night went to Glasgow. Reid gave no reason for leaving. I came back with my brother who came for me, and I returned to service, but Reid did not. I was one week away.

Cross-examined.

I had 6s. per week.

*Exculpatory Evidence.*

*Daniel Reid* (respondent):—I have been with pursuer for four years past on 2nd January last. I was boarded in his house for four years and four months. A little while ago I ceased to be so boarded, as he said he had too few beds, and I was to tell my father to come up. After that father told me I was to get 12s. a week and bag money. I got 12s. on next Saturday; on second Saturday I said the pay was too little, but he said he would give no more. On said 14th June I got 12s., but no bag money since the new arrangement. I asked for bag money, but he said he had no time to look after bag money. I considered there would be 10s. or 12s. due to me. I had a pair of new shoes to pay, but he gave no money. I also wanted money as I intended to go from home on fast day.

Re-examined.

I gave no notice to Leiper that I intended to leave, and the arrangement was continued till I left, even if no arrangement existed I would have been bound to give eight days' notice.

By Court.

I did not tell father I intended to leave though he had made the arrangement regarding me with pursuer.

The sheriff substitute, in respect of the evidence adduced, convicts the said Daniel Reid of the breach of the contract of apprenticeship stated in the complaint, and contravention of the Statute charged, and therefore adjudges him to pay the sum of 17. 10s. of compensation, with the sum of 2l. 10s. sterling of expenses. And in respect it is inexpedient to issue a warrant of poinding and sale, ordains instant execution by imprisonment, and grants warrant to officers of court to apprehend the said Daniel Reid and convey him to the prison of Lanark, and to the keeper thereof, to receive and detain him for the period of 15 days from the date of his imprisonment, unless the said sums shall be sooner paid.

(Signed.) J. NEIL DYCE.

STODART and CUNNINGHAM.

The Complainer humbly showeth:—That the said James Cunningham (hereafter called said employer), being the employer of the said Peter Stodart (hereafter called the said employer), as a ploughman or servant to the said employer at his farm of Bonnington Mains foresaid, in his trade or business of husbandry, under a certain contract of service, for a period now unexpired, did on the 3rd and 4th days of February 1871, or on one or other of these days, order the said employed to leave the said farm and service, and did unlawfully, and in breach of said contract, dismiss the said employed from said service, and refuse to fulfil the said contract. And the amount of compensation which the complainer, the said employed, claims for the said breach and non-performance of the said contract and the said unlawful dismissal is 20l., and he prays that the said employer may be summoned and adjudicated on under the 9th and 11th sections of the Master and Servant Act, 1867.

COMPLAINT.

May it therefore please your Lordship to grant warrant to cite the said James Cunningham, respondent, to appear before you to answer to this complaint, and thereafter to proceed in the matter in terms of the said Act. According to justice.

(Signed) PETER STODART.

Lanark, 14th February 1871.

Plea, Not Guilty.

The following witness sworn and examined.

EVIDENCE.

*Peter Stodart* :—I was servant to Mr. Cunningham, and hired at 10 $\frac{1}{2}$  at Carnwath fair from Martinmas last to Whitsunday next. I entered at Martinmas and remained till 4th February current. On Friday, 3rd, I and another servant were sent to Manse Mill with two carts for bean meal, but, which was not ready, I was told there that it would be sent home next day by miller's cart. I went home with empty carts, and at 8 a.m. Mr. Cunningham came into stable and asked me if all the men were in. I said all were in but that the bean meal was not ready. He told me to hold my tongue, as no servant had any right to speak to him, and he said he had no further use for me and to be off from the town. I asked for my money, and he said he would give me none, and that I was to get a man to prove that I had wrought for the money before he would give it me. I did not go away that night, and I next saw Mr. Cunningham in stable about 8 a.m., he came in while I was there. I said, I suppose you will be giving me my money this morning, as you told me to go away. He said he would give me no money, but to go away from town. I then got myself ready and went away. On Tuesday following, by my agent's advice, I went back to Bonnington. I said to him I suppose you were wanting to see me. He said Yes, and that he had got a man in my place. I asked if he was going to give me my money, and he said No. I then packed up and went away. He refused my offer to go back again. I told him I had come as I understood he was willing to take me back. No one else present. On the two prior occasions William Bays and John Hope, fellow servants, were present. On first occasion Mr. Andrew Cunningham was present in stable.

Cross-examined.

I have received 1 $\frac{1}{2}$  15s. of my said wages to account. I told him that the bean meal was not ready, and I did not use the word "hash." The words I deponed to were used by Mr. Cunningham. I went to work next morning and had sorted my horse, but had got no orders for work, and I was standing in stable. He did not then tell me to go to my work, but Mr. A. Cunningham was not then present. It was at the farm on Tuesday forenoon between 12 and 1 o'clock. I told fellow servants I had come to offer myself back. I did not see Mr. Cunningham till 9 that night to speak to, and as I knew that he had hired another servant, and had no one along with me, I did not previous, to that hour offer myself back. I did so at 9 p.m., and no one was present. I sent in a servant and Mr. Cunningham came out at kitchen door. I said I suppose he would take me back, but he said No, as he had hired another man in my place. Miss Cunningham was not there. There was no one present but ourselves. I did not make it a condition to my going back that Mr. Cunningham would pay my board and lodging incurred during interval.

Re-examined.

Last money I got was 5s. Eight days before going to the mill. I told Mr. Shirley that I had gone to do so, but had not offered myself, as I learned Mr. Cunningham had got a man in my place.

*William Boys* :—I am servant to Mr. Cunningham, Bonnington Mains, and mind him coming home on Friday night, 3rd current, and coming into stable where John Hope, the complainer, Mr. A. Cunningham and I were. Cunningham asked if all men were in, and Stodart said yes. Stodart then told him the meal was not ready at Manse Mill. He said this quite civilly. Cunningham ordered him to hold his tongue, as he allowed no servant to speak to him, and that the road was clear for him, and to go off. Stodart asked his wages, but Cunningham said he would give him none, as he had not wrought for them. I went away when Mr. Cunningham came in. I was in Stodart's view in stable, but Hope was in act of taking a horse out of the stable when I came in. Stodart asked his money, but Cunningham said he would give him none, as he had not wrought

half day's work since he came, or he might have had all the ploughing done. Stodart said he could not plough during frost, and Cunningham said he could go. Mr. Cunningham hired another man who entered, and I saw Stodart just before he had entered, and the man arrived at that moment.

}Cross-examined.

Stodart called the meal "hash," meaning the meal. Mr. Cunningham did not say, If you are not satisfied, the road is clear for you. Mr. Cunningham told us to go and cut broom, and I thought he meant me to do it, and I went to do so. I had been occupied in so doing the day previous; also Stodart in the forenoon, but not in afternoon. Mr. C. mentioned no names. I thought it was me he intended, as I always was at that work, while others only assisted. On Saturday forenoon Stodart cut broom along with me, getting no more instructions than I got to do so. I saw Stodart come back on Tuesday just before dinner. Mr. Cunningham was threshing from after dinner till 4.30 p.m. Stodart told me he was coming back to offer himself back, and I told him there was a man hired in his place. I told the cook to tell Mr. Cunningham that Stodart wished to speak to him. Cunningham came out of kitchen door outside.

Re-examined.

When I was told to cut broom on said Saturday morning I was under the belief that Stodart had been dismissed, and that the order was not addressed to him. Stodart came back on Tuesday alone.

Re-examined.

And this was from what took place the previous night. I did not hear Mr. Cunningham tell Stodart personally to go and cut the broom. I am still in Mr. Cunningham's service.

*John Hope*, farm servant, Bonnington Mains:—I was in stable at Bonnington on Friday, 3rd current, when Mr. Cunningham came in. Peter Stodart and William Boys were also there. Mr. Cunningham asked if the men were in; Stodart said Yes, and added the meal was not ready, *i.e.*, bean meal we had that afternoon been for, and that was message from mill. Mr. Cunningham said he was not to speak to him, as he did not allow a servant to speak to him. Mr. Cunningham then said to Stodart that the road was clear for him. I understood the meaning to be that he was to go off. Stodart asked his wages. Mr. Cunningham said he would give him no wages. I then went out of stable. As Mr. Cunningham came forward next morning I went out of stable, and I heard Cunningham say to Stodart he could go, but he would give him no wages. I heard no more. On Tuesday night following I saw Stodart, but a man had come in his place.

Cross-examined.

I spoke to Stodart that day, asking him what Mr. Cunningham had said to him, but he said he would give no settlement. This was at night, no one else present. On Saturday morning Mr. Cunningham said we were to go to the broom-cutting, and I took it as said to Boys and myself.

*Exculpatory Evidence.*

*James Cunningham*, farmer, Bonnington Mains:—Peter Stodart was my farm servant from Martinmas. I have paid him 1*l.* 15*s.* of his wages. He has been in practice of being insolent, and on second day after his entry he threatened to strike me. He has done so on several occasions. He has been cautious to do so while we were alone. I have objected to his not doing his work properly. I told him on said Friday to go to Manse Mill for bean meal, and at 8 p.m. I went into stable, my brother William being there. He said the bean meal was not forward, and I told him not to speak to me, and I added, if you are not pleased with me the door is open. My brother said a gentleman was waiting for me. I left and said no more, and I did not see Stodart till next morning. When at the stable door I said to all "That they had better all go to broom-cutting." Stodart followed me and asked his wages. I said what wages, but he said, do you not know that you gave me my leave last night? I told him he had got plenty of wages from me, considering what he had broken for me, and the work he had done, *vizt.*, harness broken and missing yet, and blankets destroyed. I ordered him to broom-cutting, and did not see him

again that day. I got a letter on Monday, per Messrs. Davidson and Shirley, for dismissal of Stodart from service. Mr. Davidson suggested my taking Stodart back. I consented to it on Monday night. I engaged another lad on Tuesday between 1 and 2 p.m. Boys told me that about 4 p.m. that Stodart was coming back to his work, and about 9 or 10 p.m. I went out after being sent for and found Stodart outside, who said, "Are you for me?" and I said, Yes. He then said, "Would you pay me my interim board," and I said, No. I said, "Why did you not come at 12 o'clock," and I then said, "Go to bed, and I will see about it to-morrow morning, and I have not seen him since. I now repeat the offer before made to pay wages up to time he was with me, under deduction of 1*l.* 15*s.* paid to account, or to take him back.

Cross-examined.

His wage was 10*l.* for six months. I did not first ask if all men were there. I saw the empty carts come back and guessed the reason. I dismissed him on account of previous insolence. He on one occasion lifted against (me) the plough paddle shod with iron. About one or two months ago, but no one was present. He would have struck me but he saw a man on railway and I gave a cry. On Saturday morning I said I was not aware I had given him his leave. Boys ought to have heard, and I refused his wage on account of the destruction he had caused. I swear that he said nothing about wage on Friday night. I said to Mr. Davidson, I would receive him back on Tuesday night if he came back. I did not engage another lad in Stodart's place, nor did I tell Stodart that I had done so on Monday night.

Lanark, 14th February 1871.

The sheriff, in respect of the evidence adduced, convicts the said James Cunningham of the breach of the contract of service stated in the complaint, and contravention of the Statute charged, and therefore adjudges him to forfeit and pay the sum of 4*l.* sterling of compensation or damage to the complainer, with the sum of 2*l.* 16*s.* 2*d.* sterling of expenses; and, in default of immediate payment thereof, grants warrant for recovery of said sums by poinding of his the said James Cunningham's goods and effects, and summary sale thereof on the expiration of not less than 48 hours after such poinding without further notice or warrant, and appoints a return or execution of such poinding and sale to be made within eight days from this date under certification of imprisonment for the period of one month, in default of payment or recovery of said sums, with the expenses of diligence before the time allowed for such report.

(Signed) J. NEIL DYCE.

LANCASHIRE (ASHTON-UNDER-LYNE).

COOKE and OGDEN.

INFORMA-  
TION.

Lancashire } THE Information and complaint of William Walker Cooke, of the township of  
to wit. } Denton, in the county of Lancaster, for and on behalf of himself and John  
Thomas Cooke of the same place, hat manufacturers, and co-partners, taken and laid  
upon oath before me, the undersigned, one of Her Majesty's justices of the peace in  
and for the said county of Lancaster, this 13th day of April, in the year of our Lord  
1871, at Ashton-under-Lyne, in the county aforesaid, who saith that William Ogden, of  
Denton aforesaid, apprentice, on the 3rd day of April in the year aforesaid, at Denton  
aforesaid, in the county aforesaid, being then and there an apprentice duly bound by  
indenture to them, the said William Walter Cooke and John Thomas Cooke, in their  
trade of hat manufacturers (upon whose binding as such apprentice no premium was  
paid or contracted to be paid), and being employed by them as such apprentice at  
Denton aforesaid, was then and there guilty of a certain misdemeanor, and of ill-  
behaviour, and misconduct towards his said masters in their said service as such appren-  
tice, by then and there unlawfully absconding and absenting himself from his said  
masters' service, without their consent, and without just cause or lawful excuse, the  
said indenture then and still being valid and subsisting and the term of the said appren-  
ticeship then and still being unexpired, contrary to the form of the Statute in such case  
made and provided; and the amount of compensation which the said William Walter  
Cooke and John Thomas Cooke claim for the said misdemeanor, ill-behaviour, and

NOTES OF CASES.

misconduct is 20s. ; and whereupon the said William Walker Cooke prayeth that the said William Ogden may be summoned and adjudicated upon under section 9 of the Master and Servant Act, 1867, and be required to answer to the said information and complaint, and to be further dealt with according to law.

W. W. COOKE.

Taken and sworn before me the said justice, the day and year first above written, at Ashton - under - Lyne aforesaid.

JOHN BRADBURY.

Defendant did not appear, and a warrant for his arrest was granted.

Heard, 24th January 1872.

Before Messrs. Mellor (M.P.), T. Harrison, Ashworth, and Kenworthy.

No evidence adduced at the hearing was taken down in writing.

Defendant pleaded guilty, and was sentenced to two months with hard labour.

SENTENCE.

LANCASHIRE (BLACKBURN).

SMITH and COUPE.

Borough of Blackburn,  
in the  
county of Lancaster,  
to wit.

THE Information and complaint of Thomas Smith, agent for and on behalf of James Briggs and Company, of the borough of Blackburn, in the said county, cotton manufacturers, this day made before me, the undersigned, one of Her Majesty's justices of the peace in and for the said borough, against Thomas Coupe of the said borough, weaver; for that the said Thomas Coupe (herein-after called the said employed), being the servant of the said James Briggs and Company (herein-after called the said employers) in their trade or business of cotton manufacturers, under a certain contract of service, a certain question, difference, and dispute has arisen between them touching a certain injury which the said employed has inflicted to the property of the said employers on the 29th day of July instant at the said borough. And the said complainants, the said employers, pray that the said employed may be summoned and adjudicated upon under section 9 of the Master and Servant Act, 1867, and convicted in a penalty not exceeding 20/.

INFORMATION.

THOMAS SMITH.

Exhibited to and before me, the 30th day of July, in the year of our Lord 1872, at the said borough.

JOHN BAYNES.

Borough of Blackburn, Town Hall, Friday, August 2nd, 1872.

Before John Railton, Esquire, and Edward Dugdale, Esquire.

BRIGGS AND Co. and COUPE.

Thomas Smith, sworn:—I am manager at Alexandra mill. The defendant has been a weaver in our employment since last Christmas in working some fine cambrics. A weaver has his looms set and his change wheels set. He has no right to change them. Latterly, I found out that the defendant's wages have increased on an average 4s. a week. This made me suspect after we had had complaints from Manchester. Last Monday I went to his loom with the overlooker, William Standing. I found a 20 wheel instead of a 17. I sent for defendant and discharged him. I asked him who had authorised him to change his wheel; and he said no one. I asked him who had changed it; and he said he had. I showed him the seven pieces, and that there were only 22 to 25 picks instead of 30. That would make the cloth lighter. To avoid being found light he had put 70's west in instead of 80's. That would make weight up. After I discharged him, I went to his looms again, and on another loom found a 38 wheel instead of 36. The defendant came to our house at night, and asked if I could look

EVIDENCE.

over it. At first he denied having changed wheel, but when I told him about 36, he said, "I had forgot that." From what I heard, I went again to the looms on the following morning and examined another wheel, and found a bit of leather between the cogs. It would cause a tooth more and a pick less in the cloth. Last Wednesday but one, I and William Standing examined his looms. On No. 470 (one of his looms) I found a bracket removed. I found a washer on 17 wheel so that it would catch the cogs of another wheel. It would gain a pick each time, and so would the leather. We have 17 pieces in the warehouse wrongly woven by the defendant. I cannot calculate the injury. It has been injurious to Messrs. Briggs in the market. Some pieces in Manchester now with Messrs. Briggs's mark on.

*William Standing*, sworn:—I am overlooker at same mill. My duty is to put on change wheels. I set the defendant his 17 wheel on. I have seen a 20 on. I didn't alter it. I corroborate the statement of the last witness.

*John Ainsworth*, sworn:—I am a weaver and work near the defendant's looms. On Monday night he told me he had a bit of leather in one of the wheels, and asked me to take it out. I said I would see.

SENTENCE.

Convicted under section 14 of the Master and Servant Act, 1867, and sentenced to three months' imprisonment with hard labour.

## LANCASHIRE (BOLTON).

WILSON and WILSON.

INFORMATION.

County of Lancaster } THE Information and complaint of Edward Kershaw, of Little Lever, in the  
to wit. } county of Lancaster, foreman to Edward Wilson and Ellis Wilson, of Little  
Lever, aforesaid, manufacturing chemists, taken before me, the undersigned,  
one of Her Majesty's justices of the peace in and for the said county of Lancaster, at  
Little Bolton, in the said county of Lancaster, the 17th day of September, in the year  
of our Lord 1873.

Who saith that Alexander Wilson, of Kersley, in the said county of Lancaster, furnace man (hereafter called the said employed), being the servant of the said Edward Wilson and Ellis Wilson (hereafter called the said employers), in their trade or business of manufacturing chemists, under a certain contract of service for a period now unexpired, on the 13th day of September instant at Little Lever aforesaid, was guilty of certain misconduct of an aggravated character, to wit, for that he the said employed was then and there found drunk on the premises of the said employers, and did then and there neglect to attend to certain work required to be done by the said employed, to wit, the roasting of certain salt-cake in a certain furnace, which it was the duty of the said employed to attend to, whereby and in consequence of such misconduct and neglect great damage, injury, and spoil was occasioned to the property of the said employers. And the said complainant, on behalf of the said employers, further saith that no pecuniary compensation will meet the circumstances of this case, and therefore prays that the said employed may be summoned and adjudicated upon under section 14 of "The Master and Servant Act, 1867."

(Signed) EDWARD KERSHAW.

Taken before me, at Little Bolton, in  
the said county of Lancaster, the  
day and year first above mentioned.

(Signed) ALFRED TOPP.

22nd September 1873, Petty Sessions, holden for the Division of Bolton, in the  
county of Lancaster.

Before Christopher Briggs and Joseph Crooks, Esquires.

EVIDENCE.

*Edward Kershaw* (sworn), states:—I am foreman for Messrs. Wilson, manufacturing chemists, Little Lever. On the 13th instant defendant was working on the night shift. His duty was to work the furnace. I found the pot discharged, and then the material went into the furnace. I visited the place and saw the defendant at work from 1 p.m. to 6 p.m. At 6 p.m. he was drunk. He was worse than Shaw. He was lying down. I woke him. He was not able to stand. It was his duty to help in emptying the furnace. He was not able to do so. If I had not done it, the charge would have been burned.

## Cross-examined.

Defendant paid 1s. that night for emptying it. He left the premises at 8 p.m., on damage done.

By Bench.

If I had not done the work the stuff would have been spoiled. There was a fire under the furnace at 8 p.m. The dampers were not in.

Defendant to be imprisoned and kept to hard labour for one month.

SENTENCE.

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 WILSON and SHAW.

County of } THE Information and complaint of Edward Kershaw, of Little Lever, in the  
Lancaster } county of Lancaster, foreman to Edward Wilson and Ellis Wilson, of Little  
to wit. } Lever aforesaid, manufacturing chemists, taken before me, the undersigned,  
one of Her Majesty's justices of the peace in and for the said county of Lancaster, at  
Little Bolton, in the said county of Lancaster, the 17th day of April in the year of our  
Lord 1873.

Who saith that Hugh Shaw, of Farnworth, in the said county of Lancaster, potman (hereafter called the said employed), being the servant of the said Edward Wilson and Ellis Wilson (hereafter called the said employers), in their trade or business of manufacturing chemists, under a certain contract of service for a period now unexpired, on the 13th day of September instant, at Little Lever aforesaid, was guilty of certain misconduct of an aggravated character, to wit, for that he the said employed was then and there found drunk on the premises of the said employers, and did then and there neglect to attend to certain work required to be done by the said employed, to wit, the boiling down of certain vitriol and salt in a certain pot on the said premises, whereby, and in consequence of such misconduct and neglect, great damage, injury, and spoil was occasioned to the property of the said employers. And the said complainant on behalf of the said employers further saith, that no pecuniary compensation will meet the circumstances of this case, and therefore prays that the said employed may be summoned and adjudicated upon, under section 14 of "The Master and Servant Act, 1867."

(Signed) EDWARD KERSHAW.

Taken before me, at Little Bolton, in the said county of Lancaster, the day and year first above mentioned.

(Signed) ALFRED TOPP.

*Edward Kershaw* (sworn), states:—I am foreman for Messrs. Edward Wilson and Ellis Wilson, of Little Lever, manufacturing chemists. Defendant has been in Messrs. Wilson's employment 12 months as a potman one part of the time, and as a furnace man the other part of the time. On the 13th instant he was the potman. His duties are to boil down vitriol and salt, and put it through into the furnace. That requires the regulation of dampers. That is for the purpose of making salt-cake. That is a work requiring great attention and care. The pot is 7 or 8 feet across. It would contain 17½ cwt. of salt, and the same weight of vitriol, a large bulky thing. On the 13th instant defendant was employed to work a night shift. He had done the same work on the previous Saturday, and had to do on the 13 instant the same duties as he had on the previous Saturday, and for several Saturdays. Wilson the furnace man was working with him. It is essential that they should both work in unison. He was told to begin at 1 p.m. on Saturday. His duties would cease at 8. p.m. That is what is called a night shift. That finishes for the week. I saw him go on to work about 1.20 p.m. The pot was charged then, but not the furnace. The pot was charged at 11 a.m. with vitriol and salt. I saw him put in the salt. Wilson was with him in the cake house where the pot is. All was then going on regularly. Later on about 3.30 p.m. I went. All was right then. I next went at 4.30 p.m. All was right then. At 6 p.m. I went round again, and found defendant standing beside the furnace. He was drunk. He was standing up.

EVIDENCE.

The other man was lying down. I asked him the reason he didn't get on with his work. He said nothing. I observed that he was very drunk. I did not hear him say anything. He was not able to attend to his duties. He staggered about. He stood up about 10 minutes and then sat down. I awoke the furnace man in the presence of the defendant. He was not able to get up. I got the charge out that was necessary for the safety of the cake. I began to get it out at once. It took me half an hour to get it out. Police constable Turner and I awoke Shaw about 8 p.m. He was asleep when police constable and I went. We got them off the premises. On Monday morning at 3 a.m. I went to re-charge the pot. The pot was broken. The pot is made of cast-iron. If defendant had been sober and attended to his duties he might have discovered that the pot was broken. The damage is 100*l*.

By the Bench.

I cannot say how the pot was broken.

Cross-examined.

I cannot say that the pot was broken in consequence of the defendant's misconduct or anything they did or left undone. On the 13th instant defendant had not finished at 5 p.m. It took me half an hour to discharge the furnace. Wilson paid me for discharging the pot. I had not had any rum that afternoon with defendant and Wilson. I was sober. I am quite sure about it, and that I had no rum with defendant. I had no rum that afternoon up to 1 p.m. I go on duty at 1 p.m. I had a drop of rum in my tea before I went; about half a noggin in two cups of tea. I drew the charge out of the furnace in half an hour with a rake. Shaw had emptied the stuff out of the furnace. His duty was ended as soon as he had emptied it at 6 p.m. I had no suspicion that the pot was broken.

Re-examined.

After the charge is taken out of the pot it is put in the furnace, and then the defendant had to take it out of the furnace and wheel it away. His duties were not ended until that was done. Defendant was not able to do that owing to being drunk. The stuff was all right.

By Bench.

The material would have been burned if I had not pulled it out. The damage would have been 2*l*.

*Joseph Turner, 265* (sworn), states:—I am a police constable employed on these works. I know the defendant. He has been employed some time at Mr. Wilson's. I went into the salt-cake house on the 13th instant about 8 p.m. I saw defendant, he was lying helplessly drunk on the floor. He was not able to discharge the furnace.

Cross-examined.

Kershaw was there. He was sober.

*Defence.*

*Alexander Wilson* (sworn), states:—On the 13th instant I was at the works. There had been some rum there. Shaw, myself, Edward Kershaw, and others partook of it. We drank it out of a can lid. It was then about 4 or 4.30 p.m. We had some more about 5.30 p.m. Kershaw was drunk at 5.30 p.m. Turner was not there. I saw him in the yard, but not in the salt-cake shed. I left work between 7 and 8 p.m.; everything had then been done which would constitute defendant's and my work.

Cross-examined.

I have got a summons. It was raw rum. A pint. That was all the drink that came; it takes very little rum to make me fall down and sleep. I did go to sleep; on a seat lying down. I don't know what time I began my slumbers. I looked at the clock in the office at 5.30 p.m. The potman's duty is to take the charge and run it through into the furnace; if it was put in at 5.30 p.m. it would have to be taken out at 7.30. It was finished at 5 p.m. After being taken out of the pot it had to go into the furnace and remain there two hours. I was not sober at 7 p.m. Shaw had as much as I had. After it has remained in two hours it has to be taken out of the furnace. That is my duty, and it is the potman's duty to wheel it away. I cannot tell how Shaw was. If it had not been taken out of the furnace it might have caused damage; some of it would have been spoiled. I saw the policeman between 7 and 8 p.m.

SENTENCE.

Defendant to be imprisoned and kept to hard labour for one month.



## LANCASHIRE (MANCHESTER POLICE COURT).

MORGAN and LAWLER.

(Apprentice absenting himself.)

City of Manchester, } THE Information of John Morgan, of the said city (hereafter called  
 in the } the said employer) taken this 18th day of December 1872 before  
 county of Lancaster, } the undersigned, one of Her Majesty's justices of the peace in and  
 to wit. } for the city of Manchester, in the county of Lancaster. Who saith that one John Lawler  
 the younger, of the said city (hereafter called the said employed), being the apprentice  
 of the said employer in his trade and business of a glazier, under a certain contract of  
 apprenticeship for a period now unexpired, did on the 8th day of October in the year of  
 our Lord 1872 at the city aforesaid, unlawfully absent himself from the service of the  
 said employer, and hath ever since absented himself, without just cause or lawful excuse.  
 And the said complainant further says that the amount of compensation which he claims  
 for the said breach and nonperformance of the said contract is 5*l.* 5*s.*, and he prays that  
 the said employed may be summoned and adjudicated upon under section 9 of the  
 Master and Servant Act, 1867.

INFORMA-  
TION.

Exhibited before me the day and year  
 first above written.

JOHN MORGAN.

ED. COSTON.

24th December 1872.

REG. V. JOHN LAWLER.

*John Morgan* said:—I am a window glasscutter at 23, Hilton Street, City, and the  
 defendant was an apprentice of mine by indenture, which I now produce. It is for seven  
 years, and is dated 1st December 1868. On the 8th October 1872 the defendant  
 absented himself from work for nearly six weeks. I have had great trouble with him  
 before, and had to complain of him on three other occasions. The last time he was  
 brought up, convicted, and sentenced to one month's imprisonment. When he came out  
 of prison he absented himself for some weeks, off and on, and when at work did all he  
 could to damage my property.

EVIDENCE.

City of } To the constables of the city of Manchester, in the county of Lancaster, and  
 Manchester. } to the keeper of the house of correction of and for the said city.

CONVICTION.

WHEREAS John Lawler the younger, late of the city of Manchester, in the county of  
 Lancaster, was on the 24th day of December in the year of our Lord 1872 duly convicted  
 before the undersigned, two of Her Majesty's justices of the peace in and for the said  
 city of Manchester; for that information and complaint were on the 18th day of  
 December last past laid and made before one of Her Majesty's justices of the peace in  
 and for the city of Manchester by one John Morgan, of the said city (hereafter called  
 the said employer), that he the said John Lawler the younger, of the said city (hereafter  
 called the said employed), being the apprentice of the said employer in his trade and  
 business of a glazier under a certain contract of apprenticeship for a period then un-  
 expired, did on the 8th day of December 1872, at the said city, unlawfully absent  
 himself from the service of the said employer, and had ever since absented himself  
 without just cause or lawful excuse. And the said employer claimed as amount of  
 compensation for the said breach and nonperformance of the said contract the sum  
 of 5*l.* 5*s.* pursuant to the Master and Servant Act, 1867. And it appearing to us that  
 the said misconduct complained of was of an aggravated character, and did not arise  
 in the bonâ fide exercise of any legal right existing, or bonâ fide and reasonably  
 supposed to exist, and further, that any pecuniary compensation or other remedy pro-  
 vided by the Master and Servant Act, 1867, will not meet the circumstances of the case,  
 we do hereby, in pursuance of section 14 of that Act, adjudge that the said John Lawler  
 should for his said offence be imprisoned in the house of correction of and for the said  
 city, and there kept to hard labour for the space of three calendar months.

These are therefore to command you, the said constables of the city of Manchester aforesaid, to take the said John Lawler, and him safely to convey to the said house of correction, and there to deliver him to the keeper thereof, together with this precept. And we do hereby command you, the said keeper of the said house of correction, to receive the said John Lawler into your custody in the said house of correction, there to imprison him and keep him to hard labour for the space of three calendar months, and for your so doing this shall be your sufficient warrant.

Given under our hands and seals this 24th day of December in the year of our Lord 1872, at Manchester, in the said city.

C. H. RICKARDS. (L.S.)  
BENJN. NICHOLLS. (L.S.)

19th June 1874.

Present :—F. J. HEADLAM, Esq., Stipendiary Magistrate.

BIRTLES v. BURNS.  
BIRTLES v. BRADLEY.  
BIRTLES v. BOWERING.  
BIRTLES v. SPENCER.  
BIRTLES v. RATHMILL.  
BIRTLES v. BROADIE.

*Minutes of Evidence.*

*Thomas Birtles*, glass manufacturer, Poland Street, City, saith :—The six defendants have been in my employ. I engaged them. I said nothing to them about notice. Wages to be according to ability. The notice produced was put up in the lodge in a conspicuous place. Any one passing through can see it. It has been up seven years. The defendants work six hours on and six hours off. Monday morning to Friday morning. Each man works eight turns. The defendants did so. On the 4th June instant men came to work at usual time. At 10 a.m. I saw defendants stood in my yard, all other men with them. I spoke to them. Spencer said they were not allowed to work with my son, as he was not in their society. My son has not been a member of the society for nine months. He has been working all the time. I said they must work with my son or give a week's notice. They left the place. They had a turn and a half to work to complete the week. They did not return to work that week. They did return to set the pot on the Friday. They returned to work on the following Monday, and have been working since. The glass was in the pot when they left on Thursday. Glass requires to be worked up, or it must be remelted. We had to ladle glass into water when they left, and had to mix it again to remelt on Monday. 26 cwt. 1 qr. and 12 lbs. glass. When ladled out it is only worth 1d. per lb.; when melted worth 3½d. The loss on this would be 30l. 15s. through them leaving work.

Cross-examined by the Defendant's Attorney.

I have been a workman. I was a member of the society when a workman. Mr. Webb is a glass manufacturer. When we want a man we have to write to the secretary of the society to get one. A week's work is 11 moves. All rest is overtime. I was present at a masters' meeting at the beginning of last year, I believe. If we have no work for them we have to pay them half wages, viz., half of 11 moves. All the other men except Spencer had done 11 moves when they left on the Thursday. Spencer had not. I have calculated my loss on the metal getting cold. The defendants stopped the other set of men when they came at 1 o'clock. The mixers got the metal out. Pugh is one. Dick is another. I had had no complaint about the glass. Broadie had not six moves taken off last week for bad metal.

Re-examined.

A move is so much work. We pay the same for work over 11 moves. A man may get through three moves in one turn, and more. I have made seven moves in one turn. A turn means six hours. A "move" is a word used to calculate work. We don't speak about time when we engage them; they know the rule of the trade. We expect a man to do his eight turns. When I met the men in the yard they said the metal was bad,

but they were not leaving for that, but on account of my son. I can make three moves in a turn at sample bottles. The six defendants are in the same set.

*Thomas Birtles*:—I am the son of the last witness. I left the union last August. I have worked for my father since then. The defendants have also worked for my father since then. I was there on the Thursday mentioned at 9.30 to 10 o'clock. The defendants were there. I heard what was said. My father asked them why they were leaving. They said they could not work with me by their rules. They had worked from 7 to 9.30. They all went away. Did not return to work that day. The defendants are all in one turn. They did not return on Thursday night to work. They were there, but did not offer to do anything. They returned the following Monday, and made a full week. A turn is six hours. They work in turns. A move is so much work. They may do three moves in a turn. They dare not do more. Some more than 20 moves a week, and some less.

Cross-examined.

I am in same turn as defendants. I have been a member of their society. Thursday morning father wanted Bradbury to make something into pickle jars. He said he wanted assistance. Father said I could assist. I have done this before with another set of men. I work with an apprentice and a boy. I have worked with society men after I left. Neither I nor my father told them they could not work. They were not in the yard at a quarter to 7 o'clock. I sent boys away at 7.10. Boys there at 6.30 p.m. The men were outside, but not on the premises. I did not send boys away at 20 minutes to 7 o'clock.

Re-examined.

Boys are not members of society. None of the men came in to offer to work, or they could have gone on as usual. Boys went away when men had gone.

Cross-examined.

I don't remember speaking to Bradley on this Thursday. He asked me to give him another job. I did not say there was nothing else, and if he would not work at pickle jars he must go home. Lally was one of the boys sent away.

Re-examined.

I spoke to Bradley before they stopped work. He said he could not work with me.

*Thomas George Webb*, glass manufacturer, Kirby Street, Ancoats, saith:—I have been 30 years in business. A turn is six hours. The men work in turns. They work whatever time we require them between Monday and Saturday morning. Eight or nine turns per week is what is usually worked. A move is a quantity of work. A man may make two and a half and three moves in a turn. Eleven moves is a term used for a week's work. It is a fixture of the minimum amount of work we are obliged to find the men. I never heard of a man being at liberty to leave after working 11 moves.

Cross-examined.

Eleven moves does not measure anything like a week's work. The list produced was written by my son. After the 11 moves the men used to get less work. Men frequently finish their 11 moves on the Wednesday. I never heard a claim set up that they were entitled to leave for the remainder of the week then. There would not be much loss by the men staying away 3½ hours. They could not work at 7 o'clock without boys.

Re-examined.

When a man has worked 11 moves he is not at liberty to leave for the week. There would be a loss for the 3½ hours, but it might be retrieved. It is worth less when taken out of the pot as broken glass. It has to have fresh ingredients and fuel.

*Thomas Percival*, glass manufacturer, Ancoats, saith:—I have been 40 years in the trade. I agree with the evidence of the last witness. We fill pots when we begin week, and expect men to work it out. We had to give way to new list. The usage of the trade is, we fill pots, and the men are expected to work eight or nine turns and do their best. The damage would not be much for the three hours. The furnace does not go out whether men there or not, and same fuel used.

*For Defence.*

*Peter Bradley* saith:—I remember the Thursday. I was working on Melton tumblers. I went to young Birtles and asked him to change job as metal would not last. He refused. I worked on till after breakfast. Young Birtles came to me after breakfast and brought me a post. I said I was not going to make pickle with him. He said if we did not make them with him we must go home, and did so. I returned at five minutes to 7 o'clock that night. The boys had then gone. Some of other men there. I did not speak to young Birtles. There would be no damage to metal. It would be ready for next shift at 1 o'clock. I understood 11 moves to be a week's work. I have been in trade 13 years. A man may leave for the week when they have done 11 moves.

## Cross-examined.

I saw Rathmill in yard at 7 o'clock. Spencer outside, Bradley in yard. I did not see Brodie in yard. When I went home those under me went away. They could not work without me. Birtles has never worked with me since he left society. I had made 13½ moves when I left. I saw complainant when I left shop on Thursday. I heard him say he would summon us. Did not hear him say I was not to go home. Never thought what it meant. He said he would summon us for leaving off. I could not go on working with young Birtles because he was not a society man. I was ready to work with young Birtles at 7 o'clock in the evening. It must have been threat of summons that frightened me back.

## By the Court.

I have known odd men to leave work at after 11 moves.

*Edward Rathmill* saith:—I returned to work at quarter to 7 in the evening. I saw all boys going home, and spoke to them. I went to young Birtles and asked him if we were going to work. He said "It seems not." I said "It's a caution." I saw others in yard and at lodge door, and told them what young Birtles said.

## Cross-examined.

I had done 15 moves. I left work in the morning. I work in same shift as Bradley; very likely I should have left if last witness had not. I had said metal was bad. I went back to see if I could get another job at night. I did not leave because Birtles was working. He never worked with me, but in same shift. I am not afraid of what society will do. I suppose that Bradley would not work with young Birtles. Young Birtles was not a head workman. I don't know whether I should object to work with him. I heard one of the men say the rules of the society would not allow them to work with young Birtles. Complainant said he would summon them, and that they had a right to give a week's notice.

*John Spencer* saith:—I returned to work at 6.30 to see master. I saw the boys come out. I went in and saw young Birtles. He said he had told boys to go home. Complainant has told me he knew we were not allowed to work with his son.

## Cross-examined.

I was one of the deputation to the complainant on Saturday morning. Bradley was there with others. We said we had come to try to settle it. We said we don't object to your son working, but object to his working with any of our sets. Complainant offered arbitration. No arrangement was arrived at. I had made 8½ moves.

## Re-examined.

Had made upwards of 11 moves, but the rest were bad metal, which we had to suffer for.

*Michael Lally* saith:—I am 14 years of age. I am employed at glass works under defendants. I remember knocking off. I was there at night in yard, before 7 o'clock. I saw young Tom there at ten minutes to 7 o'clock. I saw the lodge clock. He said you had better be going home, you are not going to work. I went out and saw defendants.

## Re-examined.

The defendants asked me to come here. They are my "gaffers." Asked me to come last week. Asked me nothing about what I knew. Saw none of the men there until a bit after I went on Thursday. Saw Bradley at five minutes to 7 at night when I came out. He was going in. Other boys were coming out. It was not after 7 o'clock.

*Thomas Wilkinson*, glass manufacturer 38 years:—11 moves are a week's work. Always admitted by master and men. If furnace goes out the rule is to pay half week's work, 5½ moves. If man is discharged without notice he would receive 11 moves. If the work is not fit for sale workman is not paid for work. I have known men to leave after 11 moves. The loss of the 3¼ hours would be very small.

Cross-examined.

There would be a nominal loss. 25 cwt. would not be a great lot to be ladled. Some is ladled out every week as bottom of vessels. I am member of society.

By the Court.

Suppose a man goes on after 11 moves and something arises he may leave.

*Richard Lester*, 30 years in trade:—Am secretary of society. Loss of 3¼ hours would be very nominal. 11 moves is considered a week's work. This is a hard and fast line. I gave up working last Whit week after 11 moves. 11 moves may be made by Wednesday or Thursday.

Cross-examined.

I finished by Wednesday night in Whit week, and refused to work longer.

Order for 10s., and costs, in each case.

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### LANCASHIRE (NORTH LONSDALE SESSION).

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DENNEY and HALL.

Lancashire } THE Information and complaint of Matthew James Denny, the manager, and  
to wit. } one of the partners in the firm of John Denney, Matthew Denney, Stephen  
Hart Jackson, and Matthew James Denny, iron miners, Dalton-in-Furness, in the county  
of Lancaster, carrying on business at the Dalton Mining Company, taken and made before  
me, the undersigned, one of Her Majesty's justices of the peace for the said county of  
Lancaster, this 18th day of October in the year of our Lord 1872.

INFORMA  
TION.

Who saith that Robert Hall, of the Butts, in the parish of Dalton-in-Furness in the said county (herein-after called the said employed), being the servant of the said Mining Company (herein-after called the said employers) in their trade of iron miners, and that a certain question, difference, and dispute has arisen between them touching certain misconduct to which the said employed was guilty of on the 2nd day of October instant, in the said parish of Dalton-in-Furness, viz., that he the said employed did make a certain false return of the quantity of ore raised to the surface from a certain pit to wit, No 2. pit of the said employers. And the said employers further say that the amount of compensation which they claim for the said misconduct is 5*l.*, and they pray that the said employed may be summoned and adjudicated upon under section 14 of the Master and Servants Act, 1867.

(Signed) M. J. DENNEY.

Before me  
(Signed) ROBERT HANNAY.

Defendant was convicted and sentenced to three months' imprisonment with hard labour.

SENTENC

[*Note.*—The evidence was not taken down in writing.]

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### LANCASHIRE (LIVERPOOL).

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*Note.*—In reply to the letter written by the secretary to the Commission, Messrs. Ander-ton and Ellis, the clerks to the magistrates for the borough of Liverpool, sent a list of the following eight cases of convictions, and copies of the Information and convictions in each case, but as the first seven cases are only cases of runaway apprentices, and there is no record of the evidence in any of them, it has not been thought proper to print such informations and convictions.

**CANNINGTON and WILCOCK.**

In this case, which was heard on the 7th June 1870, the defendant appeared and was sentenced to seven days' imprisonment with hard labour.

**CANNINGTON and WILCOCK. [Second conviction.]**

This case, in which the parties were the same as in the last, was heard on the 4th April 1871, and defendant appeared and was sentenced to one calendar month's imprisonment with hard labour.

**CANNINGTON and SMITH.**

This case was heard on the 4th April 1871, and defendant appearing was sentenced to one calendar month's imprisonment with hard labour.

**CANNINGTON and SMITH. [Second conviction.]**

In this case the Information and complaint was exhibited on the 24th November 1871, and was between the same persons who were parties to the last-mentioned case. Defendant did not appear. Warrant was issued for his apprehension, and on the 6th January 1872 he was sentenced to three months' imprisonment with hard labour.

**JARVIS and THOMPSON.**

In this case the complaint was exhibited on the 21st June 1871. Defendant did not appear, but was apprehended on warrant, and on the 23rd August 1871 was convicted and sentenced to one month's imprisonment with hard labour.

**PYE and AINSWORTH.**

In this case defendant did not appear, but was apprehended on warrant, and on the 22nd October 1873 was convicted and sentenced to 21 days' imprisonment with hard labour.

**DESILVA and SHAW.**

In this case defendant did not appear, but was apprehended on warrant, and on the 22nd of October convicted and sentenced to 21 days' imprisonment with hard labour.

**O'CONNELL and WRIGHT.**

THE Information and complaint of Joseph Henry Aiston, for and on behalf of Maurice O'Connell of 13, St. Andrew Street, in Liverpool, aforesaid, whip gut manufacturer, this day made before me, the undersigned, one of Her Majesty's justices of the peace in and for the said borough, against Fraser Wright, of 3 house 4 Court, Devon Street, in Liverpool aforesaid, workman; for that he, being the workman of the said Fraser Wright in his trade or business of a whip gut manufacturer, under a certain contract of service for a period now unexpired, did on the 14th day of October instant, at Liverpool aforesaid, unlawfully neglect, and has ever since neglected, to fulfil the said contract of service, to wit, by absenting himself from the service of his said employer without just cause or lawful excuse, contrary to the tenor of the said agreement and the Statute in such case made and provided. And the said John Henry Aiston, for and on behalf of the said Maurice O'Connell, prays that the said Fraser Wright may be summoned and directed to fulfil the said contract of service, and to find good and sufficient security for the fulfilment of the same, pursuant to section 9 of the Master and Servant Act, 1867.

(Signed) J. H. AISTON.

Exhibited to and before me, the 22nd  
day of October 1873, at Liverpool  
aforesaid.

(Signed) FRANCIS A. CLINT.

Be it remembered, that on the 1st day of November in the year of our Lord 1873, at Liverpool in the said borough, Fraser Wright is convicted before the undersigned, Thomas Stamford Raffles, Esquire, stipendiary magistrate in and for the said borough; for that he the said Fraser Wright, being the workman of one Maurice O'Connell, in his trade or business of a whip gut manufacturer under a certain contract of service, for a period now unexpired, did on the 14th day of October last, at Liverpool aforesaid, unlawfully neglect, and has ever since neglected, to fulfil the said contract of service, to wit, by absenting himself from the service of his said employer without just cause or lawful excuse, contrary to the Statute in such case made and provided. And I adjudge the said Fraser Wright for his said offence, to be imprisoned in the common gaol in the said borough for the space of one calendar month.

Given under my hand and seal the day and year first above-mentioned, at Liverpool, in the borough aforesaid.

(Signed) T. S. RAFFLES.

[Note.—No notes of the evidence were taken.]

### LANCASHIRE (WARRINGTON).

In reply to the circular addressed to the clerk to the justices for the borough of Warrington, the following list of convictions was furnished, but no evidence had been taken down in writing, the defendants pleading guilty to the offences charged against them, and the clerk adds, "with regard to apprentices committed for offences in the fustian cutting and file cutting trade, I may inform you that in all the instances the apprentice had been before convicted, and in most cases had actually been imprisoned for similar offences."

Date when heard.	Name.	Offence.	Punishment.
1868. 17th Feb.	Joseph Brooks	Apprentice absenting himself from the service of his master, Thomas Hunt, fustian cutter.	Two calendar months' imprisonment.
1869. 3rd May	Thomas Hayes	Aggravated misconduct in destroying his employers' property, Messrs. Edelsten and Son, file cutters.	Three calendar months' imprisonment.
1870. 20th June	Thomas Kilcourse	Refusing to fulfil contract with his employers, Messrs. J. and F. Jolley, file cutters.	Two calendar months' imprisonment.
Do.	Robert Groves	Breach of contract and damage to employers, Messrs. Cartwright and Sons, bottlemakers.	5 <i>l.</i> and costs, or, in default, three calendar months' imprisonment.
19th Sept.	Elizabeth Peacock	Being apprentice to Thos. Hunt, fustian cutter, absconding from service.	Two calendar months' imprisonment.
26th Oct.	Frederick Nicholls	Being apprentice to Samuel Hunt, fustian cutter, absconding from service.	Do. do.
Do.	James Warburton	Do. do.	Three calendar months' imprisonment.
1871. 9th Oct.	Elizabeth Peacock	Being apprentice of Thomas Hunt, fustian cutter, absconding from service.	Do. do.

## LINCOLNSHIRE (GRANTHAM).

15th October 1868.

LEE V. WATSON.

Information under section 9 for neglecting to fulfil contract.

*William Lee*, sworn.—I am a nailmaker residing at Grantham. I know the defendant William Watson. He has been in my employ. He is about 17 years of age. About six or seven months ago the defendant contracted to serve me for two years as an improver. He entered on the contract. I was to pay him 1s. 6d. a week and maintain him. That was a fair salary. On the 24th of August the defendant bid me good night and went to bed. On the 25th of August he absconded. I claim 10s. for compensation. The defendant has 8s. or 10s. due to him.

Ordered to return to service and fulfil contract, and pay costs, to be deducted out of wages.

21st November 1868.

HARRISON V. NASH.

Information under section 9 for neglecting to fulfil contract.

*William Brewster Harrison*, sworn :—I am a basket-maker residing at Grantham. On the 29th June 1868 I entered into a written agreement with the defendant, whereby he agreed to serve me as a skuttle-maker. I advanced him 4l. 5s. He was to earn all he could and to repay me the 4l. 5s. by 5s. per week. He entered upon my service at that period and served me faithfully until the 14th of November, when he absented himself. He has only paid 25s. back. I paid him 23s. last week. I consider the loss to me by his not fulfilling his contract is 10s.

Order made that the defendant should pay the costs and complete contract. Complainant having given up claim for compensation.

12th April 1869.

SHAW V. SHORT.

Information under section 9 for absconding.

*Alexander Shaw*, sworn :—I am a fellmonger residing in this town. The defendant is my apprentice under indentures of apprenticeship dated the 7th of December 1864 for seven years as an out-door apprentice in receipt of wages. He was working at piece-work and was in receipt of about 15s. a week. Last Monday, Tuesday, and Wednesday he absented himself from his work. On Monday he came in and went out again, but did no work. I value the loss of his services at 2s. a day, or 6s. in the whole.

Convicted and ordered to pay 6s. for compensation and costs, or, in default, 14 days hard labour. Paid.

17th October 1870.

BAILEY V. KIRK.

Information under section 9. Apprentice misbehaving.

*John R. Bailey*, sworn :—I am a painter residing in this town. The defendant is bound to me under indentures of apprenticeship, which I now produce. On Saturday the 8th instant he refused to put up the shutters. My hours are from 6 to 6. I pay him extra for after hours. It is customary for apprentices to close the shutters. I have looked over former negligence. I claim 2s. compensation. This is not the first time I have had to summons him before the Bench.

Convicted and ordered to pay 2s. compensation, and the costs, or, in default, one calendar month's hard labour.



13th May 1872,

WADE V. EXTON.

Information under section 9. Apprentice absconding.

*Richard Wade*, sworn :—The defendant is my apprentice under indentures, which I now produce. On the 20th of February last he absented himself from my service. He left the town and returned on Saturday last. Having been absent from the 20th of February last to the present time. I have lost 33s. by him, namely, 11 weeks at 3s. a week. I gave him no provocation to leave. He has absented himself four times before and I have forgiven him.

Convicted and ordered to pay the costs and 33s. for compensation.

8th September 1873.

MARTIN V. SHARPE.

Under section 9. Apprentice absconded.

*John Martin*, sworn :—I am an ironmonger residing in this town. The defendant is my apprentice under indentures, which I now produce. On Monday morning last the defendant came to work before breakfast, but not afterwards on that day. I had not given him leave of absence. He returned on Tuesday morning to his work. I estimate the amount of compensation for such misconduct at 1s 6d. I have had some trouble with him before, or I should not have summoned him.

Convicted and ordered to pay the costs and 1s. 6d. compensation.

Grantham, 22nd May 1874.

## LINCOLNSHIRE (GAINSBOROUGH).

DAWBER V. MUNDY.

July 2nd, 1874.

*Joseph Dawber*, the complainant, saith :—I am a farmer at Blyborough. I hired defendant on the 13th June at Brigg as general servant to milk and do anything there was to do. I hired her till May Day 1873 at 10l. wages. I gave her 2s. 6d., the fasten penny. She has never been near, and has not returned the fasten penny. My costs and loss amount together to 2l.

EVIDENCE.

Ordered to pay 2l. compensation and 15s. costs. Contract to be annulled.

SENTENCE.

WATERHOUSE V. BONTOFT.

November 18th, 1873.

Complainant, a farmer at East Stockwith, said :—Defendant entered my service at May Day last. He was engaged till May Day next at 20l. He has always been in the habit of using abusive language, and said I had nothing to do with him. He said he should only do what he liked. He left me once before, and I took out a summons, but on his promising to behave better I withdrew it. On the 1st instant we found fault with his ploughing. His language was very bad. My son took him by the collar and swung him on one side and kicked him. He walked away and threw his hat in the air and shouted "Hurrah," and has never been back since.

Cross-examined.

You doubled your fist in my son's face. I don't know whether I ever called you bad names.

*John Waterhouse*, said :—I was in the field on the 1st November. My father was there. We found fault with defendant. He used very foul language, and I remonstrated. He doubled his fist in my face. I pulled him on one side and kicked him. He left the service and has not been back since.

## Cross-examined.

You did double your fist in my face.

*John Wright*, said :—I live at Stockwith and worked for Mr. Waterhouse. During the time I was there defendant was in the habit of behaving very badly and using bad language.

*William Betts*, said :—I live at Stockwith, and work for complainant. Defendant has been his servant. His conduct has been very bad at times. He is very hasty tempered, and used very bad language to his master.

## Cross-examined.

Don't recollect hearing complainant call defendant names, such as b——r.

*George Holmes*, P. C. :—Defendant came to me and said, "Can my master hurt me for ploughing with my great-coat on?" I told him I thought he could not.

SENTENCE. Ordered to be committed for one month under section 14, and to pay 17s. 6d. costs.

## RANBY v. BROWN.

December 16th, 1873.

EVIDENCE. Complainant said :—I am a farmer at Blyton. I hired defendant as a farm servant at Epworth Statute, to serve from Martinmas last to Martinmas next, at 22l. wages. He was to enter my service on the 1st December. He came on the 1st and remained till the 7th, when he absconded. He made no complaints to me.

SENTENCE. Ordered to fulfil contract and pay 7s. 6d. compensation, and 13s. 4d. costs.

## COUPLAND v. JACKSON.

January 13th, 1874.

EVIDENCE. Complainant said :—I am a farmer at Hemswell. I hired the defendant on the 9th December to serve me till May Day next at 11l. He came on the 12th December and went away on the 16th. He left without my knowledge or consent. He was garthman, and was hired for that.

SENTENCE. Fined 1l., and 9s. 6d. costs. Contract to be annulled.

## RANBY v. BARROWCLIFFE.

January 27th, 1874.

EVIDENCE. Complainant said :—I am a farmer at Blyton, and hired the defendant last May Day until May Day next, to plough and do farming work. His mother was present and agreed with me. He has run away four or five times. His mother brought him back sometimes, and sometimes his father. A week last Thursday morning he left my service without leave.

SENTENCE. Ordered to return and fulfil contract. Costs to be deducted from wages.

## SANDARS v. KENNIWELL.

April 21st, 1874.

EVIDENCE. *John Atkinson* :—I am foreman to complainant, who is a maltster. I engage the workmen. On the 23rd March I engaged defendant at 21s. per week till the end of the malting season. It commences about the beginning of October and ends at the beginning of May. He continued to work till the 11th instant. He got his wages on that day and left, and has not been back since. He made no complaint.

*John Catliff*, said :—I am foreman at the kiln where defendant worked. Was present when Atkinson engaged him. He continued to work up to dinner-time on the 11th April and then left. He has not been back since. He was hired till the end of the season. We have had to get other men during his absence. He never complained, and did his work well. He has told me since that he was ill. His complaints of any kind should have been made to me. He never made any complaint to me. I heard he had complained to another man.

Fined 1*l.*, and 10*s.* 6*d.* costs, to be paid within 14 days; or in default, 14 days' imprisonment.

SENTENCE.

MERIONETHSHIRE (DIVISION OF EDERNION.)

WILLIAMS V. ROBERTS.

County of Merioneth } THE Information and complaint of William Williams, of Gwerclas, in the  
to wit, } parish of Llangar, in the county of Merioneth, taken and made upon oath  
before me, the undersigned, one of Her Majesty's justices of the peace for  
the said county, this 8th day of July in the year of our Lord 1872. Who saith that  
Hugh Roberts, late of Gwerclas, in the parish of Llangar, in the county of Merioneth,  
did on the 9th day of May in the year of our Lord 1872, at the parish of Gwyddelwern,  
in the said county of Merioneth, contract with the said William Williams, the complain-  
ant, to serve him in the capacity and employment of a servant in husbandry for the term  
of one year from the 11th day of May 1872, at and for the wages of 19*l.* 10*s.*; and that  
he the said Hugh Roberts having entered upon such service accordingly afterwards, to  
wit, on the 1st day of July 1872, at the said parish of Llangar, where he the said Hugh  
Roberts was then employed, and before the term of his said contract was completed,  
unlawfully without the said William Williams' consent, and without just cause or lawful  
excuse, did absent himself from his said service, and hath from thence neglected to fulfil  
his said contract contrary to the form of the Statute in such case made and provided.

INFORMA-  
TION.

W. E. WILLIAMS.

Taken and sworn before me,  
JOHN LLOYD.

Corwen Petty Sessions, 26th July 1872.

(Deserting service.)

Complainant, sworn :—I engaged the defendant on the 9th May last to serve for a year as a servant in husbandry. He came to his service on the 11th. His wages were to be 19*l.* 10*s.* He came to me on the 3rd June and said he would leave in a month. I said he should not leave. He came to me at end of month for his wages, and I declined to pay him. He left on 1st July without consent.

EVIDENCE.

Cross-examined.

I asked him the reason, and he said that he did not get sufficient victuals. I told him I objected to his leaving. I am not the tenant of Gwerclas.

By the Court.

I engage all the servants and pay them.

Defendant, sworn, saith :—I was engaged to be a waggoner at Gwerclas. I was there for seven weeks. I gave complainant notice to leave because I had too little food, and because I had to sleep over the manure. I left with manure underneath. He told me he would put me in gaol. I stayed there for four weeks after notice, when time was up. On Sunday previous he asked me if I was going to leave. I said Yes. He asked why I was leaving. I told him I intended going away. On Monday morning I asked for my wages. He refused to give them as I was going away.

Cross-examined.

I had too little luncheon. I had my dinner 12.30. We had luncheon 6 o'clock.

ROYAL COMMISSION ON LABOUR LAWS:

By the Court.

I hired before I left Gwerclas to go to Plas Vardref.

SENTENCE. — Punishment.—Fined 5*l.* and costs; in default, two months' imprisonment with hard labour.

WILLIAMS v. DAVIES.

INFORMA-  
TION. —

County of }  
Merioneth } THE Information and complaint of Thomas Williams, of Syrior, in the parish  
to wit. } of Llandrillo, in the county of Merioneth, farmer, taken and made upon  
oath before me, the undersigned, one of Her Majesty's justices of the  
peace for the said county, this 6th day of February in the year of our Lord 1874. Who  
saith that Robert Davies, late of Syrior, in the parish of Llandrillo, in the county of  
Merioneth, waggoner, did on the 27th day of December in the year of our Lord 1873,  
at the parish of Llandrillo, in the said county of Merioneth, contract with the said  
Thomas Williams, the complainant, to serve him in the capacity and employment of a  
servant in husbandry from the 27th day of December 1873 to the 14th day of May  
1874, at and for the wages of 4*l.* 10*s.*; and that the said Robert Davies having entered  
upon such service accordingly afterwards, to wit, on the 2nd day of February 1874, at  
the said parish of Llandrillo, where the said Robert Davies was then employed, without  
notice, and before the term of his said contract was completed, unlawfully without the  
said Thomas Williams' consent, and without just cause or lawful excuse, did absent  
himself from his said service, and hath from thence neglected to fulfil his said contract  
contrary to the form of the Statute in such case made and provided.

THOMAS WILLIAMS.

Taken and sworn before me,  
JNO. WYNNE.

Complainant sworn and proved information.

Fined 2*l.* and costs.

MIDDLESEX (MARLBOROUGH STREET POLICE COURT.)

11th March 1874.

BOUILLANCY v. GORPFER.

*Adolph Bouillancy*, sworn:—I am a cabinet maker, of 10, St. Ann's Court. I engaged defendant shortly before Christmas at 2*l.* 4*s.* a week, to do all cabinet work. He worked up to 28th February. He was paid then. He came on Monday at half-past 8 and left at 9. Came at 10 and worked till 1, when he left and never came again. On Tuesday he came and packed up his tools. I asked why. He said he intended to leave. I said there was work to finish and I required a week's notice. He said he had no notice to give; he never gave any. When I engaged him we were to give a week's notice on either side. He was working at a bookcase. I was obliged to get two men to finish it.

Cross-examined.

Three days would have finished the work. He did not work on Monday. I have never given notice to my workmen. I did not discharge a man without notice. I have paid 2*l.* 4*s.* every week except when he has lost time. I paid him according to the time he worked, and if he lost any time I deducted it. He did not complain of being ill.

Re-examined.

I pay all my men weekly, and if one stops away half a day or more it is deducted.

Defence.

*Frederick Brushell*, sworn:—I am in the employ of the complainant. I was not present when defendant was engaged. I had to finish defendant's work. I was occupied about 27 hours; it cost about 37*s.* Defendant complained of being ill.

Order, 2*l.* compensation and costs.

22nd April 1874.

DURAND v. DASSY.

*Camille Durand*, baker, sworn :—On 17th March defendant came into my service. The next day he said he was ill, and couldn't complete his service. I offered to carry the heavy load; and I did. The day after he said he could not remain any longer. I was to pay him 15s. a week and his bread. I have summoned him in the county court

Dismissed.

16th April 1874.

DORE v. DAVIS.

*James William Dore*, 25 Conduit Street, tailor, sworn :—I gave the defendant a coat to make. He sent it in a half finished state. I refused to pay him. The damage is 10s.

*Alfred Woollams*, sworn :—I am a trimmer at Mr. Dore's. I went for the coat and the defendant insulted me.

Order to pay 10s., and costs 2s., or seven days' imprisonment.

7th May 1874.

HANDLER v. WILLAGURD.

*Simon Handler*, sworn :—I live at 11, Air Street, Piccadilly. I am a cigarette manufacturer. A representation was made to me by defendant's brother about January last. I advanced 10l. in consequence of the conversation. Defendant came about a fortnight after. I saw him; he said he was the man I had sent over the money for, and he had come to work. I asked if he knew the price; he said yes, 5s. 6d. a thousand; he asked if I could give him work for 12 months. I said certainly, and as long after as he behaved himself and did his work. I sent him to the foreman, and he commenced work; he remained seven weeks; he made 10,000 easily in a week, working five days and Saturday four hours. I deducted 5s. or 10s. a week, according to what he did, off the 5l. I advanced to bring him over. I paid him at the end of the seventh week, and he owed me 2l. 5s.; he didn't come on the Monday, and has not returned since; he gave me no sort of intimation; the brother came and spoke to me. Cigarette makers are very rare; there is only one Englishman who can make cigarettes.

Cross-examined.

I employ six or seven men. I knew Mr. Wood. Nothing was said to defendant about 6s. a thousand. I said if he worked so as to suit me a few months I would raise it to 6d. more. I pay the other men 5s. 6d., except the foreman.

Re-examined.

Defendant knew through his brother what he had to do; his brother asked me whether I would give him work for 12 months certain. I said certainly, and if a good workman I would employ him longer. He never asked during the time he was there for the 6d. extra.

*Solomon Balcomb*, sworn :—I am foreman to Mr. Handler. Defendant's brother came to me nine weeks ago. I spoke to Mr. Handler; he advanced 5l. Defendant came to our manufactory a few weeks after; he came into the workroom. I gave him his work. He said he was glad he had come. He said his brother had written to him, and knew he would not bring him over for nothing. He did not tell me how he was engaged. He said his brother said he would have 6s. I said his brother agreed to 5s. 6d. a thousand. Defendant asked how long he was engaged. I said as long as you like, but 12 months certain; that's what your brother knows.

## Cross-examined.

I don't know when the conversation took place. I was in the office when the contract was made with his brother. Defendant was in Russia. I get 8s. a thousand. 5s. 6d. is the price for a workman.

## Re-examined.

I get more because I am foreman. The brother told me his brother would come one of these days.

*For the Defence.*

*Daniel Levy*, sworn:—I am in the employ of Mr. Wood. I am the brother of defendant. I am a tobacco cutter; employed by Mr. Wood four years. I spoke to complainant's foreman about my brother. He said Mr. Handler wanted a cigarette maker. I said I had a brother who was one, and would come if he could better himself. I went after and saw complainant at the Pavilion. He spoke to his foreman. Complainant said he could not give money, but would give it to his foreman. I received 5*l.* from the foreman, and I gave an I.O.U. Complainant said he would pay 5*s.* 6*d.* a thousand. I said 6*s.* a thousand was the price. He said I'll see, and if he is found to be a good workman I'll give him 6*d.* extra. Nothing was said about 12 months.

## Cross-examined.

I have not the letter I received from my brother. I should have brought my brother over to this country without getting him employment. I went to Mr. Handler to secure a situation for him. I didn't ask my employer to employ him. The manager told me the place was full. My brother was to repay the 5*l.* out of his wages. Complainant was to take it out of his wages. I asked complainant if he could guarantee for 12 months, and he would not. If he had given defendant 6*s.* a thousand he would be there now.

*Leo Slaboutski*, sworn:—I am in the employ of Mr. Wood. I was with defendant's brother and complainant and his foreman. There was a question as to defendant's working. No time was mentioned.

## Cross-examined.

Nothing was said about 12 months.

20*l.* compensation ordered, and costs; but subsequently adjourned for four weeks for arrangement.

## MIDDLESEX (THAMES POLICE COURT).

## HARRIS and PEARCH.

FORMA-  
TION.

Metropolitan } THE Information and complaint of Robert Harris, superintendent of the  
Police Dis- } Gaslight and Coke Company's Works, at Bow Common, in the county of  
trict to wit. } Middlesex, taken on oath this 7th day of December in the year of  
our Lord 1872, at the Thames Police Court in the said county and within the Metro-  
politan Police District, before me, the undersigned, one of the magistrates of the police  
courts of the metropolis, sitting at the police court aforesaid, upon an application for a  
summons against John Pearch, of No. 17, Blackthorne Street, Bow Common, being a  
labourer and a person employed under a contract of service with the Gaslight and Coke  
Company, to answer a complaint, the grounds of which are breach of contract and aggra-  
vated misconduct, and the remedy claimed is three months' imprisonment with hard  
labour.

The said Robert Harris saith:—I am superintendent of the Gaslight and Coke Company's works at Bow Common. The above-named John Pearch was on the 2nd day of December last in the service of the said company under a contract which was in operation. That on that day, the said John Pearch unlawfully and wilfully absented himself from the service of the said company before his term of service with the said company was completed. At the same time upwards of 100 men, being the company's servants, broke their contract of service, and left the service of the company, as, I believe, by pre-arrangement, and with intent to injure the said company.

ROBERT HARRIS.

Exhibited before me,  
JOHN PAGET.

*Notes of Evidence.*

12th December 1872.

*Robert Harris*, superintendent to Gaslight and Coke Company, Bow Common. I know prisoner, he is employed there in making gas; there are two gangs,—night shift and day shift. On 2nd December, 120 men were employed in retort house, defendant one. He has been employed over 12 months as “scoop-driver” at 1*l.* 18*s.* 9*d.* per week of seven days. He was paid on Saturday 30th November at 2 P.M. He had’nt notice to leave, nor did he give any. The payment was for work up to the Friday night. I produce rules and regulations (rules read). “That seven days’ notice be given by the men.” Defendant was dayman on Saturday, and looked for night work on Sunday. At 6.20 on Monday morning I was called to the stokers’ lobby, where men change their clothes; night and day gangs were there; I saw defendant there. I asked the men why they refused to go to work, this was from something I had heard, defendant said, the men declined to go to work through some man having been discharged at Becton, and some men had been locked out at Fulham. I said “What have I to do with Becton or Fulham?” “If you are determined to leave work, you must.” I have no power to deal with the matter. On this the men began leaving the room, defendant walked away with the rest. I said, “If any of you like to remain at your work, you may.” About seven men remained in the room, 116 men went away. We supply 2½ million cubic feet per day. Defendant was a stoker.

EVIDENCE.

*Joseph Horselan*, deputy manager of the works. On Monday morning, 2nd inst., at 6, I was called and went to the stokers’ lobby. I saw both gangs there, defendant amongst them. I said, “Well, men, what’s the matter?” No one answered. I said to defendant, “What is the matter?” He said, “This is a little dispute as to discharging a man at Fulham.” The company say they will discharge him, cost what it may, because “they are determined to break up our society.” I said, “I cannot do anything in the matter. I will call Mr. Harris.” He was called, and came and spoke to the men; about seven men remained, 116 left.

## Examined by Magistrate.

I superintend the making of gas. When the stokers left we set on every man we could get.

*William Bishop*, of 4 Gas Terrace, Bow Common (foreman in the Company’s service), I belonged to the day gang. I went there on 2nd inst. about 5 a.m. I had changed my clothes. I asked Parkins whether we were to keep the fires alight, defendant said, “No, you had better not start, or you will begin the week’s work.” I was one of the 116 that left. I don’t know what for. I belong to the Union; defendant also belongs to it. He is what is called a “delegate.”

## Examined by Magistrate.

The reason I did’nt turn to was because defendant said there was to be no work that day.

## Cross-examined.

I did not hear you say that any man who wished to remain might go on with his work.

*Evidence for Defence.*

*Thomas Farroway* saith :—I live at 29, Crisp Street, Limehouse. I am a labourer at the works. I was on night shift on Sunday night, and about leaving work. On Monday morning I had information from Fulham that the men were discharged, because they belonged to the Union, and that the company would smash them if it cost a million; defendant brought the news. It was my own inclination that I turned out.

## Cross-examined.

Defendant said there had been a delegate meeting on Sunday night to know if the men would be reinstated. Defendant said, standing on a stool, to the 120 men, “Any men belonging to the society who does not act up to it is to be turned out, and none of the men will work with him; and if he wishes to come back again, he must pay his arrears and a fine of 45*s.* to the Union, and enter as a fresh member.” I heard him say it; it is our rule.

Sentence, three months hard labour for aggravated misconduct in absenting himself from the service aforesaid.

SENTENCE.

## MIDDLESEX (WORSHIP STREET POLICE COURT).

BAKER and FRIEND.

[*Note.*—The Information or complaints are not preserved.]

COPY of NOTES taken at the POLICE COURT, Worship Street, on the 1st day of May 1873, before R. M. NEWTON, Esq.

EVIDENCE. *Charles Baker*, sworn :—I live at 93, Herbert Street, bonnet shape maker. Defendant was in my service prior to 26th March last as a weekly servant at 9s. a week. There was to be a week's notice on either side. On 26th March he left my service, and on the Saturday he came and asked for two days' wages, and I refused to pay him for breaking his contract. I put another man on in defendant's place. I was only put out in the ordinary course of business, not in any particular order. My foreman had to stand idle until I got another lad in defendant's place.

Cross-examined.

I engaged him at 12s. a week in August, but not for all the year round. I discharged him and took him on again. In January I reduced his wages to 9s. wages a week. He was not engaged to any particular work.

SENTENCE. Defendant was committed and sentenced to a fine of 10s., and 2s. costs, or in default of payment, seven days' imprisonment.

WOOD and COXHEAD.

COPY of NOTES taken on the 15th day of April 1873, before H. J. BUSHBY, Esq.

EVIDENCE. *Thomas Wood*, of 430, Hackney Road, mineral water maker, sworn :—Defendant worked for me as a weekly servant, and had to do odd jobs for me, and on 25th March I sent him out to remove goods for me with my horse and van, and I found him at station drunk, and paid a fine for him, and he left my premises saying he would not pay me the 10s. back, and he left me and has never returned. I paid him his wages weekly.

*Defence.*

Defendant, sworn :—My master told me about a week before this happened to put on my coat and go home, as he did not want to see me any more.

Cross-examined.

I have been working for complainant five or six years, and have 16s. a week in winter and 18s. a week in summer, and I sometimes make overtime. When complainant told me to go I was smoking a pipe in dinner-time.

SENTENCE. Defendant was sentenced to a fine of 1s., and 2s. costs.

SOLOMONS and MORRIS.

COPY of NOTES taken on the 20th day of May 1873, before H. J. BUSHBY, Esq.

EVIDENCE. *Lewis Solomons*, of 22, Brick Lane, tailor, sworn :—Defendant is my workwoman at 19s. a week, and on 9th May she told me as I paid her she did not think she would come again, and I said she was bound to give me a week's warning. She never came back. I claim 3*l.* compensation.

Cross-examined.

I did not tell her she might go. She did not say the work was too hard and must leave. She had a little girl with her when I paid her. She said she thought she must leave. I did not say I could get plenty more hands and she must go.



*Defence.*

Defendant, sworn :—On the Saturday when I went to complainant for my money, I said I was not going to work any more for him as the work was too hard for me, and he said he could get plenty more hands, and I could go.

## Cross-examined.

I worked for Mr. Lewis, not from 8 till 9 at 19s. a week, I went to work with him on the Sunday. There was no agreement made about notice, complainant did not tell me not to go. I found the work too heavy for me.

Defendant was ordered to pay fine of 5s., and 2s. costs.

SENTENCE.  
—

## KELLER and COHEN.

COPY of NOTES taken on the 8th day of September 1873, before J. L. HANNAY, Esq.

*Albert Keller*, tailor, sworn :—Defendant worked for me 12 months nearly, and on 23rd August he came and said he would not come any more, but would sooner pay 30s. instead. His wages were 24s. a week.

EVIDENCE.  
—

## Cross-examined.

He never gave me notices, and has not withdrawn them from time to time. He only worked from 8 in morning to 9 at night. He never asked for money for overwork, and he never did overwork.

*Simon Keller*, sworn :—On the Friday defendant was paid, and he said nothing about notice. On the Saturday he came, and said he would sooner pay 30s. than give notice.

## Cross-examined.

I was not present when he was engaged. I did not hear anything said about notice. I worked in the same shop.

*Defence.*

Defendant sworn :—I went to work for complainant at day work. If he has not work he does not pay me. I gave him a week's notice, and then left at end of it. Notice on Saturday.

*Jacob Levi*, sworn :—I do not work in the same shop. I went one Saturday with defendant to give notice, and he worked there another week.

Defendant was ordered to pay a fine of 10s., and 2s. costs, or, in default of payment, seven days' imprisonment.

SENTENCE.  
—

## WRIGHT and MURRAY.

COPY of NOTES taken on the 3rd day of April 1873, before H. J. BUSHBY, Esq.

*Samuel Wright*, of 25, Haggerstone Road, cabinet maker, sworn, said :—Defendant worked for me in my shop at piece work. He undertook to make for me two chests of drawers for 28s. and 31s. 6d. He had all but 9s. 6d. on account, and on 17th March he left me without finishing his job, and it has cost me 21s. more than I should have had to pay him to have it finished.

EVIDENCE.  
—

*Daniel Sherman*, sworn :—I work for complainant. The sum demanded to finish this job was 30s.

Defendant says :—I was too ill to work, and went to complainant and told him I would finish if able.

Defendant was ordered to pay a fine of 1l. and 2s. costs. Fourteen days in default of distress.

SENTENCE.  
—

## SMITH and KNAUSS.

COPY of NOTES taken on the 15th day of May 1874, before H. J. BUSHBY, Esq.

EVIDENCE.

*Douglas Clapham*, sworn:—I am in service of Frederick Smith, of 1, Whitecross Place, Finsbury, a skin dresser. Defendant was in same service up to Saturday, 1st May. On 3rd May he was absent, and I wrote to his brother. I gave him no permission to leave, and he left. I wrote to him, and he came and saw our clerk.

Cross-examined.

Defendant is a German, and has been many years in England. This business was carried on by Aphall, and defendant was in his service. I discharged my engineer without notice, and he asked for notice, and I refused to give it. I am not aware of two or three other of my workmen having left about same time without notice.

Re-examined.

Defendant got 24s. a week with us.

*Robert Fable*, sworn:—I am complainant's clerk. Defendant worked there at 24s. a week. On Monday in question defendant did not come to work. I heard he came at 7 o'clock on the Tuesday, and left directly after. I afterwards wrote to defendant, and he came to me and said he could not come back, as he was under a year's agreement with his present man. He said he was getting more there.

Cross-examined.

I did not tell him to come back to work, or proceedings would be taken against him.

SENTENCE.

Defendant was fined 5*l.* and 2*s.* costs, or, in default of payment, 14 days' imprisonment.

## FENDICK v. REEVES.

COPY of NOTES taken on the 12th day of June 1874, at the Police Court, Worship Street, before Henry Jeffreys Bushby, Esquire, against Alfred Reeves.

Summons, Master and Servant Act. Service proved.

*George Fendick*, sworn, says:—I am an apprentice to the defendant, under indenture, produced. Up to the 28th May I was at work, and on that day I went to work at 8 a.m. and kept on till 5 p.m., when some one threw a sponge at me, and I threw it at the eldest apprentice, and he threw it at me, and I threw it again, and it hit one of the workmen; and they said "Let's duck him;" and two of them held me down, and one of them threw water on me. The foreman came up and took me downstairs to defendant, who told me to put my things on and go, and I went. Next day I went back to work, and defendant would not let me go in, and said he would not have me there again.

Cross-examined.

About 19 persons were in the same room at work. The sponge was wet. There was a good deal of work about at the time; if the sponge had gone on it it would not have spoilt it. I have sometimes thrown "quoins" about, but during last month I was not complained of for it. I have not been cautioned for playing and preventing other workmen from doing their work. Hall complained once or twice of my throwing sponge at him. I might have thrown other things at him in hours of business for two or three minutes at a time, and I may have stopped two or three other men at their work in so doing. The foreman has not constantly rebuked me.

*Alice Fendick*, sworn, says:—I am mother of last witness. On 28th May my son came home and made a complaint to me, and next day I took him to his master, whom I saw, and I gave him a letter from my husband, and defendant read it, and said he believed his foreman and not my son, and he called his foreman and an apprentice and a workman, and when I had heard what they had said, defendant said he would not and could not have him there again, and I was to take him home. My son was sent home to me in March last for one day and I took him back again next day.

## Cross-examined.

I cannot remember the cause of that.

*Charles Fendick*, sworn, says :—I am the father of complainant. On the Friday after the 29th I went to defendant about my son, and I saw defendant, and asked him what was to be done about the boy, and he said he would not have him there again. I desire him to serve his time.

Ordered to find two sureties in 25*l.* each to fulfil contract, and pay 4*s.* costs, or 14 days' imprisonment in default.

## REEVES V. FENDICK.

## Summoned, Master and Servant Act.

*James Pitcher*, sworn, says :—I am in the service of Alfred Reeves, of 18, Finsbury Street, and am a compositor. I am overseer to composing and press department, and defendant is second eldest apprentice, and is under my notice. I have frequently seen defendant throwing quoins and type about the place, and I have threatened to fine him, and I have been very lenient, and have not reported him till this time. I spoke to him three or four times during May. There is hardly a day passes without some complaint. On 28th May I came into the room and found all the men in commotion, and saw one of the copies of manuscript smeared, and about a pail of water on the floor, and I reported it to Mr. Reeves, who had him and some of the men down, and having questioned them, he sent defendant home. One day defendant put out his leg and threw a man all but down against a valuable "form" of type, and the man boxed his ears.

## Cross-examined.

I never asked him to do work for me after 12 at night.

## Re-examined.

When men remain after hours they do so voluntarily, and are paid for it.

*Alfred Hall*, sworn, says :—I am an apprentice to complainant, and work in the same room as defendant, and he is given to throwing quoins and type at me, say three or four times at least in the week. On 28th May a sponge came and hit me on back of the head, and wetted me very much. I was annoyed, and threw it back, and he got water and threw on me, and then threw the wet sponge at me, and it hit Mr. Haynes. We said, Let us duck him, and we took him to the pail, but did not duck him, and the water was upset.

## Cross-examined.

I have seen the sponge thrown before, it may have been 10, 20, or 30 times.

## Re-examined.

When the sponge has been thrown, defendant, too, has done it.

*Harry Haynes*, sworn, says :—I am a compositor in the same service since 9th May. I have seen defendant throwing sponges about. On the day in question I was at work, and all of a sudden a wet sponge came and hit me on the back, and then I turned and saw all that occurred. The wet sponge splashed my work. I did not see any one throw a sponge at defendant. I have seen defendant throw quoins about, and hit them on stones to make them go a long way.

## By Magistrate.

I have seen other apprentices throw quoins, and it is usual to have fines for so doing.

## Cross-examined.

I think Hall threw the sponge back at defendant. There were about 18 of us in the room then.

## Re-examined.

The men were prevented for from a quarter to half an hour from doing their work by this sponge throwing.

Fined 20*s.* and 2*s.* costs, or 14 days' imprisonment in default.

## NORFOLK (GREAT YARMOUTH POLICE COURT).

5th July 1873.

TEASDEL v. HAWES.

INFORMA-  
TION.

THE Information and complaint of Samuel Teasdel, of Southtown, in the said borough, plumber, painter, and glazier, made this 2nd day of July in the year of our Lord 1873, at the Police Office, in the said borough, before the undersigned, one of Her Majesty's justices of the peace in and for the said borough, against James Hawes, of Southtown aforesaid, his apprentice.

For that the said James Hawes (hereafter called the said employed), being the apprentice of the said Samuel Teasdel (hereafter called the said employer) in his trade or business of a plumber, glazier, and painter, under a certain contract of apprenticeship for a period now unexpired, did on the 27th day of June last, at the Hamlet of Southtown, in the said borough, unlawfully absent himself from the service of the said employer without just cause or lawful excuse. And the said complainant, the employer, further says that the amount of compensation which he claims for the said breach and non-performance of the said contract, is 5s., and he prays that the said employed may be summoned and adjudicated upon under section 9 of the Master and Servant Act, 1867.

SAMUEL TEASDEL.

Exhibited to and before me, the 2nd day of July 1873, at Great Yarmouth, in the borough aforesaid.

SALMON PALMER.

No notes were taken of the evidence.

Fined 25s. and costs, or 14 days' imprisonment.

25th October 1873.

DOWNING v. WATLING.

INFORMA-  
TION.

THE Information and complaint of Thomas William Downing, of Great Yarmouth, in the said borough, fish curer, made this 20th day of October in the year of our Lord 1873, at the Police Office, in the said borough, before the undersigned, one of Her Majesty's justice of the peace, in and for the said borough, against Matthias Watling, of Great Yarmouth aforesaid, fish curer.

For that the said Matthias Watling (hereafter called the said employed), being the workman of the said Thomas William Downing (hereafter called the said employer), in his trade or business of a fish curer, under a certain contract of service for a period now unexpired, did on the 6th day of October instant, at the parish of Great Yarmouth, in the said borough, unlawfully absent himself, and has ever since absented himself, from the service of the said employer without just cause or lawful excuse. And the said complainant, the employer, further says, that the amount of compensation which he claims for the said breach and non-performance of the said contract is 30l., and he prays that the said employed may be summoned and adjudicated upon under section 9 of the Master and Servant Act, 1867.

THOMAS WILLIAM DOWNING.

Exhibited to and before me, the 20th day of October 1873.

JOHN FENN.

*Copy Notes of Evidence.*

EVIDENCE.

*Charlotte Downing*, sworn:—I am the wife of Thomas Downing, the complainant. I was present when he engaged the defendant on a Saturday in August. Watling asked my husband 2s. 6d. for hiring money, and said he would be his servant up to Christmas. It is usual to hire men in the capacity of tower for the whole voyage. My husband paid him the 2s. 6d. His wages were to be so much per week; weekly wages.

## Cross-examined.

I was present when the man was hired. The defendant on taking the half-crown said, "Now, I am your servant up to Christmas." I did not hear any amount of wages named. After the defendant ceased to work Mr. Downing did not send for any one else. No fresh man has been engaged in defendant's stead. I did not hear my husband say to defendant that he need not come again. He was employed one Sunday for about two hours. He did not object to work on that day. The defendant did not come again after the Sunday he worked.

*William Utting*, sworn:—I am a fish merchant. Am in the habit of employing men. It is the practice to hire men in our fish offices for the whole herring voyage. The men consider they are our servants up to Christmas. In addition to the wages which they are paid weekly, they are paid scale money and oil money at the end of the voyage. It used to be the practice to engage the men and pay them a lump sum.

*George Thompson*, sworn:—Mr. Downing sent for me on a Sunday a fortnight or three weeks ago, and he asked me if I was suited a place for tower. I said Yes. He said my man has left me. I know it is the practice to hire a man as tower up to Christmas at weekly wages, but the masters are in the habit of paying the towers off two or three weeks before the end of the voyage.

Twenty shillings and costs, or one month's imprisonment.

SENTENCE.

29th October 1873.

TODD v. SEWELL.

Borough of  
Great Yarmouth,  
in the  
county of Norfolk. } THE Information and complaint of John Todd, of Great Yarmouth, in  
the said borough, twine spinner, made this 23rd day of October in  
the year of our Lord 1873, at the Police Office in the said borough,  
before the undersigned, one of Her Majesty's justices of the peace in and for the said  
borough, against Samuel Sewell of Great Yarmouth aforesaid, twine spinner's apprentice.

INFORMA-  
TION.

For that the said Samuel Sewell (hereafter called the said employed), being the apprentice of the said John Todd (hereafter called the said employer) in his trade or business of a twine spinner, under a certain contract of apprenticeship for a period now unexpired, did on the 29th day of September now last, at the parish of Great Yarmouth, in the said borough, unlawfully absent himself, and has ever since absented himself, from the service of the said employer without just cause or lawful excuse. And the said complainant, the employer, further saith that the amount of compensation which he claims for the said breach and non-performance of the said contract is 2*l.*, and he prays that the said employed may be summoned and adjudicated upon under section 14 of the Master and Servant Act, 1867.

JOHN TODD.

Exhibited before me  
BENJAMIN JAY.

*John Todd*, sworn:—I am a twine spinner, and carry on business in this town. Samuel Sewell is an apprentice to me by indenture for seven years from 10th April 1872, upon whose binding out no premium was paid. He has been employed by me in my said business. On the 29th September last whilst employed by me in his said apprenticeship the said Samuel Sewell absented himself from my service, and has not returned since that day. I claim the sum of 2*l.* by way of damages for breach and non-performance of the said contract.

EVIDENCE.

One month, hard labour.

1st May 1874.

TODD v. WARNES.

INFORMA-  
TION.

THE Information and complaint of John Todd, of Great Yarmouth, in the said borough, twine spinner, made this 27th day of April in the year of our Lord 1874, at the Police Office in the said borough, before the undersigned, one of Her Majesty's justices of the peace in and for the said borough, against James Warnes of Great Yarmouth aforesaid, twine spinner's apprentice. Who saith that the said James Warnes (hereafter called the said employed,) being the apprentice of the said John Todd (hereafter called the said employer) in his trade or business of a twine spinner, under a certain contract of apprenticeship for a period now unexpired, did on the 27th day of April instant, at the parish of Great Yarmouth in the said borough, unlawfully absent himself from the service of the said employer without just cause or lawful excuse. And the said complainant, the employer, further saith that the amount of compensation which he claims for the said breach and non-performance of the said contract is 2s., and he prays that the said employed may be summoned and adjudicated upon under section 14 of the Master and Servant Act, 1867.

JOHN TODD.

Exhibited to and before me, the 27th  
day of April 1874, at the Police  
Court in the borough aforesaid.

R. D. BARBER.

EVIDENCE.

*John Todd*, sworn:—The defendant is my apprentice. The defendant was brought up on a warrant before the magistrates here on Saturday, the 25th April last. He then promised to return to work on the Monday following. He failed to come to work on Monday, and he has not been to work since Monday. He has not been to work for several months. He has not been on my premises since Saturday last.

SENTENCE.

One month, hard labour. Defendant said "I shan't go to work any more."

31st October 1873.

INFORMA-  
TION.

Borough of  
Great Yarmouth,  
in the  
county of Norfolk. } THE Information and complaint of Richard Balls, of Great Yarmouth,  
in the said borough, fish curer, made this 28th day of October in the  
year of our Lord 1873, at the Police Office in the said borough,  
before the undersigned, one of Her Majesty's justices of the peace  
in and for the said borough, against James Clarke, of Great Yarmouth aforesaid,  
labourer.

For that the said James Clarke (hereafter called the said employed), being the labourer of the said Richard Balls (hereafter called the said employer), in his trade or business of a fish curer, under a certain contract of service for a period now unexpired, did on the 27th day of October instant, at the parish of Great Yarmouth, in the borough aforesaid, unlawfully absent himself, and has ever since absented himself, from the service of the said employer without just cause or lawful excuse. And the said complainant, the employer, further says that the amount of compensation which he claims for the said breach and non-performance of the said contract is 17., and he prays that the said employed may be summoned and adjudicated upon under section 9 of the Master and Servant Act, 1867.

RICHARD BALLS.

Exhibited to and before me the 28th day  
of October 1873, at Great Yarmouth,  
in the borough aforesaid.

SAML. WATERS SPELMAN.

(Copy information against John Clarke.)

Borough of  
Great Yarmouth.  
in the  
county of Norfolk. } THE Information and complaint of Richard Balls, of Great Yarmouth, in  
the said borough, fish curer, made this 28th day of October in the  
year of our Lord 1873, at the Police Office in the said borough,  
before the undersigned, one of Her Majesty's justices of the peace in and for the said  
borough, against John Clarke, of Great Yarmouth aforesaid, labourer.

For that the said John Clarke (hereafter called the said employed), being the labourer  
of the said Richard Balls (hereafter called the said employer), in his trade or business of  
a fish curer, under a certain contract of service for a period now unexpired, did on the  
27th day of October instant, at the parish of Great Yarmouth, in the said borough,  
unlawfully absent himself, and has ever since absented himself, from the service of the  
said employer without just cause or lawful excuse. And the said complainant, the  
employer, further says that the amount of compensation which he claims for the said  
breach and non-performance of the said contract is 1*l.*, and he prays that the said  
employed may be summoned and adjudicated upon under section 9 of the Master and  
Servant Act, 1867.

RICHARD BALLS.

Exhibited to and before me, the 28th day  
of October 1873, at Great Yarmouth,  
in the borough aforesaid.

SAML. WATERS SPELMAN.

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BALLS v. JAMES CLARKE.

*Richard Balls*, sworn :—I am a fishing merchant, carrying on business in Yarmouth.  
About six or seven weeks ago I engaged James Clarke as tower or headman in my busi-  
ness of a fish merchant. The duties of the tower or headman being to hang herrings and  
look to the fires being all right. He was to superintend the fish office at the wages of  
24*s.*, and a proportion of the amount the herring scales realised at the end of the herring  
voyage. He was engaged to serve me up to Christmas. He entered into the engage-  
ment with me for that time on the terms stated. The defendant served me up to last  
Saturday night, and has not been to work since. He sent the key of my front door of  
the house.

EVIDENCE.  
—

Cross-examined.

I hired defendant. He was in my employ last year in a similar capacity, and served  
me up to Christmas. If I had been dissatisfied I could not have discharged him. Am  
not in the habit of swearing at him. They were not weekly men.

Re-examined.

I reckon the loss to me amounts to 1*l.*—I have hired another man in his stead, but he  
cannot do the work so well or properly as the defendant.

*Emma Balls*, sworn :—Am wife of Richard Balls. Was present in August last when  
my husband engaged the defendant as tower up to Christmas at the wages of 24*s.* and  
scale money.

Cross-examined.

My husband did not discharge the defendant last year before Christmas. My husband  
got another man in his stead.

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BALLS v. JOHN CLARKE.

*Richard Balls*, sworn :—Am a fish merchant. I hired the defendant John Clarke as  
washer and packer in my business of a fish merchant in August at wages of 24*s.* and scale  
money, to serve me up to Christmas next. He continued to serve me up to Saturday  
last. It is customary to engage men in that capacity for the whole herring voyage, from  
August to Christmas.

*Emma Balls*, sworn :—I am wife of Richard Balls. I was present when John Clarke, the defendant, was engaged by my husband up to Christmas, at the wages of 24s. a week and scale money.

*The following witness for the defendants.*

*James Clarke*, sworn :—The complainant did not engage me up to Christmas. I was simply engaged as a weekly servant. Mrs. Balls asked me to come first.

Cross-examined.

I have been a tower before. Have been a slobberer. I served Balls last year up to Christmas. Balls never engaged me up to Christmas. It is the custom to engage the tower up to Christmas.

Each fined 10s. and costs, or 14 days' imprisonment.

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### NORTHAMPTON (THRAPSTON).

#### MAYS v. CORDERY.

County of } THE Information and complaint of William Viccars Mays, of Thrapston  
Northampton } this day made before me, the undersigned, one of Her Majesty's justices  
to wit. } of the peace in and for the said county, against William Cordery, of 7,  
Thomas Place, Grange Road, Bermondsey, London; for that the said William Cordery  
(herein-after called the said employed), being the servant of the said William Viccars  
Mays (herein-after called the said employer), in his trade or business of a fellmonger,  
under a certain contract of service for a period now unexpired, did on the 10th day of  
May instant absent himself from the service of the said employer without just cause or  
lawful excuse. And the said complainant, the said employer, further says that the  
amount of compensation which he claims for the said breach and nonperformance of the  
said contract is the sum of 5*l.*, and he prays that the said employed may be summoned  
and adjudicated upon under section 9 of "The Master and Servant Act, 1867."

(Signed) WILLIAM V. MAYS.

Exhibited to and before me the 12th day  
of May in the year of our Lord 1873,  
at Thrapston.

(Signed) W. DUTHY.

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Thrapston Petty Sessions, 26th May 1873.

Mr. Law, of Stamford, appeared for the complainant, and Mr. Merriman, of London, appeared for the defendant.

EVIDENCE.

*William Viccars Mays*, on his oath, says as follows :—I am a fellmonger at Thrapston. I have been in business for 19 or 20 years, 17 at Brigstock and three here. The custom in my business, the invariable custom, is a week's notice on either side. I am the complainant. Cordery entered into my service as fellmonger in July or August last year and continued in my service until the day after Good Friday. On that day I discharged him and others from my service for misconduct at that time. He owed me from 30s. to 35s. money I had advanced him; lent him when he first came into my service, that is, balance of 3*l.* originally lent, and part of which had been paid by instalments. The other men discharged at the same time left my service on that day (the 12th April). I entered into a new arrangement that day with Cordery to work, to stay and work the rest of the money out by instalments of no specified amount. He accordingly continued in my service at the same rate on same terms as before. He continued until Friday, the 9th May, when he left without any notice; he had not paid the balance, but had reduced



it to 1*l.* 3*s.* 6*d.*, which is still owing to me. Whether a man work by the piece or by the day the custom is the same, to give a week's notice.

Cross-examined by Mr. Merriman.

I engaged the defendant on the skin market at Bermondsey. I said nothing about a week's notice. I think he came next week. The day of engagement was on a Tuesday or Thursday. I discharged the man and the others on the 12th April at once. It was for misconduct; the misconduct was getting drunk and neglecting work and not doing the work I wished; it was between 1 and 2. I think they were drunk then; they were at work from 9 to 12 and during that period they were three parts drunk. They would not have come at all that morning unless I had sent for them. I met them in the street afterwards as I was going on a journey. I returned at quarter past 1 and then dismissed them. I said, "As you are not fit for work and put me to a very great deal of inconvenience, I'll do without you." Defendant was at that time engaged packing wool. He is a puller. Payment is so much per dozen; 9*d.* per dozen; 4*d.* per hour at other work. He was not confined to any particular work. In London, I believe, it is the custom to dismiss men at a moment's notice as soon as he has finished the piece in hand. He said to me, "I owe you so much money, I'll stop on and work it out, and pay you "by instalments." I said, "Very well, that alters the case"; there was no specified amount of instalment.

Re-examined.

He was in my service before from three to six months. On both services I paid him every Friday night.

*William John Mays*, sworn:—I am son of complainant, and have worked at my father's business all my life, since I left school, seven years. I know the custom of hiring. It is the invariable custom at the time of hiring to specify by word of mouth that a week's notice is given on either side. I saw Cordrey in the office about 6 p.m. of the 12th April (after my return from Northampton by train), and he acknowledged he owed my father money, 1*l.* 16*s.* 6*d.*, which amount was named at the time. Cordrey said he would stop on until the remainder was paid off. I said very well. Mr. Roe was in the office at the same time. A portion of the 1*l.* 16*s.* 6*d.* has been paid off, 12*s.* 6*d.*, by three half-crowns and 5*s.*, leaving a balance still owing. He just mentioned that he was going before he went; the time so mentioned, it was on the Friday, 9th May, after he had received his money, *i.e.*, his earnings of the week; that is the balance of the week's earnings, after deducting 5*s.* applied towards payment of the debt. He gave no reason for leaving. We (my father and I) were put to inconvenience in getting another man, and expense. I cannot quite say how much expense besides the debt we were put to, but I should say about five sovereigns.

By the Bench.

When he said he was going, my father asked why. He said he wanted to go home, and I don't remember any other reason.

Cross-examined.

My father said it was unfair, and told him he might go away if he liked. I must use means to bring you back. I cannot say the exact words. This took place not in the office, nor on the premises, but in the street, between the premises and the railway station. I was about two yards from my father, and was talking to Mr. Coats at the time the conversation took place between my father and defendant. At that time, 9th May, there were between 2,000 and 3,000 skins in the yard, of which about three-fourths would be ready for pulling, and we had three pullers at that time. We usually have six pullers.

*William Viccars Mays*, re-called:—On the evening of 9th May, after he had been paid, Cordrey came to me and said, "I am going to leave you." I said, "What for?" He said, "He was not well." I said have you paid the money what you owe me. He said I have left 5*s.* by the clerk. I said who is to pay the remainder. He said I will either send it or you may get it as you can. I said it was very unkind of him leaving me like this, and knowing the skins were spoiling, after I had behaved so kindly to

him, and I said to him, "If you go and leave your work like this I'll see if I can't get you back again." I did not think he appeared ill. In the two last days (the Thursday and Friday) he had done more work than he had done on any previous occasion during the same time. He pulled 192 skins in those two days, and 126 in the two previous days, *i.e.*, the Tuesday and Wednesday. Pulling is pulling wool off the skins; we pay 9d. a dozen.

*Robert Roe*, sworn:—I am teacher in a public elementary school, Oundle British school. I was in the counting house on 9th May and saw Cordrey there. I mean on the 12th April. I went in whilst they were talking, and the first thing I heard was Mr. Mays saying there is an outstanding account between us. Cordrey replied I will work that off, and you'll not stop it all at once. Mr. Mays replied, Very well, that is the understanding. Cordrey then left the office.

*Charles Spain*, sworn:—I am foreman to plaintiff. I have been with him about five years, with a break of about three months. I have been foreman since March twelve month. Mr. Mays' custom is generally to give a week's notice; by generally, I mean it is a regular rule.

Cross-examined.

I gave no notice when I left.

Re-examined.

Mr. Mays discharged me.

*John Sewell*:—I am a master fellmonger at Uppingham, and carry on rather an extensive business, and have for about 20 years. The custom of the trade in my yard is to take a week and give a week's notice, unless something is specially said at the time of hiring. I know the custom of the country. It is the custom.

Cross-examined.

I employ about two pullers and a boy. I do about 1,000 skins a week, that is the extent of my business. By my knowledge of the custom, I speak of Melton Mowbray, Uppingham, and Thrapston, and Barrowden yards. There are no other yards in this neighbourhood.

*John Bailey*:—I am master fellmonger at Nottingham, and have been in the trade about 25 years. I employ about 500 hands. I have always heard it is the custom in the country to give and take a notice, a week at least. I give and take 14 days. I have always heard it is so in the neighbouring yards to mine.

Cross-examined.

I do not know of any more extensive fellmonger's business than mine, but I have heard of some. I have heard of custom, some of 7 and some 14 days' notice. In my case the contracts are written.

*Robert Kitchen*, inspector of police:—I served defendant with summons on Thursday, the 15th, at work at Mr. Byford's works at Bermondsey; the works are fellmonger's works. He was not apparently in ill-health. He told me himself that he had been at work the previous day, and that he had been cautioned to keep out of the way for fear I should apprehend him. I went first on Wednesday, the 14th, to serve the summons, but did not find him that day. It was, as I learnt from the foreman afterwards, the dinner hour when I went on the Wednesday. I remained until 4 o'clock in the yard, and the man did not come back to his work, that is, I did not see him; it was about half-past 12 when I went.

Cross-examined.

There were three or four persons present.

Mr. Merriman addressed the court respecting the law, *i.e.*, custom, contract, custom of London; also that if engaged in London, engaged on London terms; whether this is crime or not.

Called by Mr. Merriman.

*Henry Edwards*, 18, Vendaph Street, Bermondsey, fellmonger:—I am one of the largest fellmongers in London, upwards of 20 years in business. As to the custom in

London as to notice, I never knew notice to be given in London by man to master, or by master to man. As to the country, I have known men leave without notice.

Cross-examined.

I have never worked in a country yard. My knowledge is derived from mates I have worked with. Cordery is working in Mr. Byford's yard. I am journeyman fellmonger there, not foreman; simply mate of defendant. Defendant came to work in Mr. Byford's yard this day fortnight. I don't know that a seat was kept for him.

Re-examined.

A seat was not kept for him.

Mr. Law replies, as to the agreement, whether engaged in London or by custom. Mr. Merriman neither called nor desired to call his own client.

Defendant ordered to pay compensation, 2*l.*, and costs, 4*l.* 10*s.*, within a month.

SENTENCE.

PLEVINS v. SAUNDERS and COOPER.

County of } THE Information and complaint of Charles Henry Plevins, of Woodford, in  
Northampton, } the said county, ironmaster, by David Shaw, his duly authorised agent in  
to wit. } this behalf, this day made before me, one of Her Majesty's justices of the  
peace in and for the said county, against Isaac Saunders, of Islip, in the said county; for  
that the said Isaac Saunders (herein-after called the said employed), being the workman  
of the said Charles Henry Plevins (herein-after called the said employer), in his trade or  
business of an ironmaster under a certain contract of service for a period now unexpired,  
a certain question, difference, and dispute has arisen between them touching certain mis-  
conduct which the said employed was guilty of on the 21st day of March 1874, at the  
parish of Islip, in the said county; namely, that he the said employed was found on the  
works drunk, and did neglect his work through drink. And the said complainant, the  
said employer, further says that the amount of compensation which he claims for the said  
misconduct is the sum of 20*l.*, and he prays that the said employed may be summoned  
and adjudicated upon under section 9 of "The Master and Servant Act, 1867."

(Signed) DAVID SHAW.

Exhibited to and before me the 23rd  
day of March in the year of our Lord  
1874, at Islip.

(Signed) MATT. BIGGE.

[Note.—Information against Cooper in same form.]

Thrapston Petty Sessions, 30th March 1874.

Mr. Heygate appeared for the complainant. The defendants were not represented by attorney.

*Albert Bamford*, on his oath, saith as follows:—Is machine man at Islip furnaces. Defendants employed there. The owner is C. H. Plevins, the complainant. I have handed a copy of these rules (rules handed in) to each of the defendants, and copies are fixed in the machine works where they can be seen. They are part of the terms on which these men were engaged. On Saturday, the 21st instant, it was these men's work to be on the works. Cooper was to fill the furnaces at top, and it was Sanders' duty to put the loaded barrows on the hoist at the foot of the furnaces. They stopped for supper about 9. In about three-quarters of an hour they (these two defendants) resumed working. I noticed they were rather talkative. I could see as they had had a little beer. They worked for three-quarters of an hour, and then stopped again. This was about half-past 10. They not coming back, I went about 11 o'clock to the top of the furnaces. They should not have stopped so long. I noticed the furnaces were getting low, and it was time the men were at work. I came down to the bottom and rang the bell to call the men to their work. I walked round the yard without seeing them, and came back and rang it again. They did not come the second time. I then went to the keeper's hut on the works, and saw the defendants there. They were

EVIDENCE.

drinking beer. He is keeper of the furnaces. I saw Fred March who went into the hut, and in five or ten minutes defendants came out. I told them it was high time they began work, as the furnace was getting low. Cooper swore at me. Both were drunk, Sanders worse than Cooper. I could tell they were drunk, because they could not stand still. Cooper went to the top, and Sanders went to the foot. Sanders kept coming to me every two or three minutes asking what had gone up and what were to go up. I told him it was his duty to see it was right. He said he didn't know, and I told him if he did not know his work he had better go home. If he had been sober he would have known what had gone up and what was to go up. He did not go at the time, but did not do any more work, and went and lay down. After they went back to work they were an hour and a half putting one charge in. It ought to have occupied a quarter of an hour or 20 minutes, and no more. Cooper kept on, but another man came to supply Sanders' place. They began to put in a second charge, but before it was down, Cooper lay down on the top. I went up in ten minutes or a quarter of an hour after I seed it was stopped. I did not go up before, because I was waiting for the signals. When I got up I found Cooper lying down asleep, and the furnace was getting low. I waked him up and told him it was getting low, and he began to work again, but did not finish the charge, and left off work and came down in the charge he ought to have put into the furnace. Another man took his place, and he the defendant's, the other man's, which was filling coal barrows. The furnace was not filled during the night. Cooper could not manage the coal filling through drink, and soon wanted to go to the top again. We could not then, with the hands we had, make up for lost time, and what was then lost by the neglect was a permanent loss.

*David Shaw* :—I am manager at the Islip iron ore works. I engaged both these men for 14 days certain, and thence until 14 days' notice by either party; Cooper to fill the furnace and Sanders to set her on at the bottom, I mean to put the materials on the hoist; they were paid for this. Cooper was employed first, about three months ago; he was employed subject to the usual custom and rules. About two months ago the rules produced were framed and published about the works, and a copy was given to Cooper who made no objection but continued to serve. That was more than a month ago. Sanders was hired after the rules were printed and was hired subject to the rules, and a copy of them was given to him. The consequence of an hour and half being consumed in putting the charge in the furnace would be that the furnace would be lower than when they began. I saw the furnace between 7 and 8 on Sunday morning the 22nd. In consequence of what Bamford, the last witness, told me, I went to examine stock of coal, and found that according to my estimate 10 or 12 tons had been taken away and used under the boilers and hot air ovens to remedy the escape of gas caused by the furnaces having got so low. If the furnaces had been properly filled no coal would have been used at all. I put the coal at 25s. per ton. There was further loss in this, that instead of good grey forge iron, it threw it to white or inferior iron. The difference would be 5s. a ton, and that night's work did produce 13 tons. It only produced inferior iron. There was no loss of quantity. I notice this inferiority of the iron. As to Sanders alone. On Monday the 23rd March, these two men were on the works about 8 o'clock and I went to them; they were together. I spoke to them about their misconduct on Saturday night, and told them I should suspend them both for a time; I also told them I should fetch a summons for them. Cooper then went away from where we were talking. Sanders stopped for some time. After I said I should fetch a summons they both asked what for. I told them for being drunk and neglecting their work, causing the furnace to go down and consuming a lot of coal. Cooper went away first. Sanders stayed a little, and said "If you fetch a summons for me I shall make you bite the b——y daises before the end of the week." Those were the last words he uttered before he left. I am afraid he will do some injury. That is the interference complained of.

Cooper here pleaded Guilty.

Cross-examined.

Were those the last words?—Yes. Were not the last words "Are you going to give me my halfpence"?—No.

SENTENCE.

Sanders fined 1*l.* and 10*s.* 6*d.* costs.

Cooper fined 5*s.* and 10*s.* 6*d.* costs.

EATON .V. GREEN and SMITH.

County of Northampton } THE Information and complaint of John Eaton, of Twywell, this day made  
to wit. } before me one of Her Majesty's justices of the peace in and for the  
said county, against George Green, of Kettering for that the said George Green (herein-  
after called the said employed), being the workman of the said John Eaton (herein-after  
called the said employer) in his trade or business of a machinist, under a certain contract  
to execute certain work, namely, sawing, did on the 16th day of November last past, at  
Twywell in the said county, unlawfully neglect, and has ever since neglected, to fulfil the  
said contract. And the said complainant, the said employer, further says that the amount  
of compensation which he claims for the said breach and nonperformance of the said  
contract is the sum of 5s., and he prays that the said employed may be summoned and  
adjudicated upon under section 9 of "The Master and Servant Act, 1867."

JOHN EATON.

Exhibited to and before me the 6th day  
of December in the year of our Lord  
1869 at Twywell.

C. HUSSEY ARBUTHNOT.

Information against Smith in same form.

Thrapston Petty Sessions, 13th December 1869.

*John Eaton*, on his oath, saith as follows:—I am a machinist living at Twywell. On the 8th October, at Kettering, I engaged Green to come to my yard at Twywell, and saw some oak joists for building. 20 joists at 3s. 9d. per 100 feet. He came on the 12th and commenced. He drew 3s. on account and sawed part of a joist. Thomas Smith came with Green on the 12th, and they looked at the work. I named the contract I had made with Green to Smith and asked them to look at the work, and they consented: I told them it would be wanted in a week, they said they would do what I wanted immediately, at once, without stopping. It was Smith (whose real name, I believe, is Joseph Hawthorn, who said that in the presence of Green, who must have heard it and did not repent, and they began; they did not come the next day. After the last charge against them on 1st November was disposed of, that is, on the 2nd, they came and worked and came again on the Wednesday morning the 3rd; they finished the oak, and they got an elm tree which was required for the work upon the pit. They commenced, and cut four feet of one cut and then left off, asked leave to go for one day, but have never come back since, and the elm remains just as it was. They had together received 6s. 9d. The work was to be measured up after they had done. Nothing is due until the end of the work, they have injured me at least 5s. each.

EVIDENCE.

Defendants bound in 2l. each to finish the work before Christmas.

SENTENCE.

LEETE and SMITH.

County of Northampton } THE Information and complaint of Joseph Leete, of Slipton, taken before  
to wit. } the undersigned, one of Her Majesty's justices of the peace in and for the  
said county, at Sudborough in the said county, the 26th day of October  
1871. Who saith that on the 23rd day of October instant, at the parish of Slipton, in the  
county aforesaid, Charles Smith, of Sudborough, in the county aforesaid, labourer  
(herein-after called the said employed), being the servant of the said Joseph Leete  
(herein-after called the said employer) in his trade or business of a farmer under a certain  
contract to execute certain work, namely, getting up mangold wurtzell, did unlawfully  
neglect, and has ever since neglected, to fulfil the said contract. And the said com-  
plainant, the said employer, further says that the amount of compensation which he  
claims for the said breach and nonperformance of the said contract is the sum of 10s.,  
and he prays that the said employed may be summoned and adjudicated upon under  
section 9 of "The Master and Servant Act, 1867."

(Signed) JOSEPH LEETE.

Taken before me,  
(Signed) W. DUTHY.

## Thrapston Petty Sessions, 30th October 1871.

EVIDENCE.

*Joseph Leete*, on his oath, saith as follows:—I am a farmer at Slipton. On the 16th October I engaged the defendant and another man to get up wurtzell at 4s. an acre, all that was in a field called Freeman's Head. They were to do it forthwith. They were at it when I made the contract. I had sent him before. Two days afterwards I went and found they had done two acres, or nearly three, and I rode past them. This man was sitting having his lunch, and got up and said "Master, 4s. is not enough, they are worth 6s." I said, "No." He said, "Well, they are worth 5s." I said, "Will 5s. satisfy you;" and he said, "Yes." I said "I will give it," and asked if I should send anybody else to assist. He said, "No, we will do the whole of them." On Saturday I again went, and it being wet I gave him an indoor job. On the following Monday I went again and found that this man had gone, and the work was not done. He did not say he was going. The other man stayed. I paid him up to the Friday night. I have had it done by the day since. His breach has cost me at least 10s. already, and if it comes a frost it may cost me more.

SENTENCE.

Defendant to pay compensation 10s., and costs 9s.

## CLARK v. RANDALL.

County of Northampton } THE Information and complaint of Thomas Clark, of Raunds, on behalf of  
to wit. } Thomas Randall, of Higham Ferrers, taken before me, the undersigned,  
one of Her Majesty's justices of the peace in and for the said county, at Islip, in the said county, the 8th day of May 1872. Who saith that on the 24th day of April last at the parish of Raunds, in the county aforesaid, William Smith (herein-after called the said employed), being the workman of the said Thomas Randall (herein-after called the said employer) in his trade or business of a shoe manufacturer, under a certain contract to execute certain work, namely, to work up materials, to wit, materials for nine pairs of Wellington boots, did unlawfully neglect, and has ever since neglected, to fulfil the said contract. And the said complainant further says that the amount of compensation which he claims for the said breach and nonperformance of the said contract is the sum of 7*l.*, and he prays that the said employed may be summoned and adjudicated upon under section 9 of "The Master and Servant Act, 1867."

(Signed) THOMAS CLARK.

Taken before me,  
MATT. BIGGE.

## Thrapston Petty Sessions, 13th May 1872.

The defendant did not appear. Service of summons proved. Warrant to apprehend issue.

## Thrapston Petty Sessions, 7th July 1873.

Defendant brought up in custody. Pleaded Guilty.

SENTENCE.

Three calendar months hard labour.

## EKINS v. LIMER.

County of Northampton } THE Information and complaint of Thomas Ekins, of Hargrave Lodge, in the  
to wit. } said county, farmer, this day made before me, one of Her Majesty's  
justices of the peace in and for the said county, against George Limer, of Raunds, in the said county, labourer; for that the said George Limer (herein-after called the said employed), being the labourer of the said Thomas Ekins (herein-after called the said employer) in his trade or business of a farmer, under certain contract of service for a period then unexpired, did on the 15th day of March instant unlawfully absent himself from the service of the said employer without just cause or lawful excuse. And the said complainant, the said employer, further says that the amount of compensation which he

claims for the said breach and nonperformance of the said contract is the sum of 5s., and he prays that the said employed may be summoned and adjudicated upon under section 9 of "The Master and Servant Act, 1867."

THOMAS EKINS.

Exhibited to and before me, the 18th day of March in the year of our Lord 1873, at Thrapston.  
(Signed) W. DUTHY.

Thrapston Petty Sessions, 31st March 1873.

*Thomas Ekins*, the plaintiff, proved that he engaged defendant first in harvest for harvest work. After harvest I engaged him to stay as a labourer at 14s. a week. As a weekly labourer; the week beginning on a Monday morning, and every week beginning on the Monday. We pay the week's wages every Friday, and then pay one day in advance. On Monday the 10th he began a fresh week. He was paid as usual on Friday the 14th; he did not return on Saturday the 15th. He came on the next Monday about 5 a.m. and fetched his things away, but has not been back since.

EVIDENCE.

*John Ekins*, son of last witness:—I act as a foreman to my father. I paid defendant 14s. on Friday the 14th, that was one week's wages for the current week beginning on the previous Monday. I paid him a 11s. 2d. in cash, and the remainder by contra account for meat. He did not return on Saturday. It was usual but not always we settled on Friday. Sometimes it has been on a Saturday. He usually took four or four and a half pounds of pork every week.

Defendant ordered to pay compensation 2s. 4d., and costs, 9s.

SENTENCE.

#### HILL v. MATTEN.

County of Northampton }  
to wit. } THE Information and complaint of George Hill, of Tichmarsh Lodge, in the said county, farmer, this day before me one of Her Majesty's justices of the peace in and for the said county, against Emma Matten of the same place; for that the said Emma Matten (herein-after called the said employed), being the servant of the said George Hill (herein-after called the said employer) in his trade or business of a farmer, under a certain contract of service for a period now unexpired, has, to wit on Sunday the 26th day of March last and on Thursday the 28th day of September last, absented herself from the service of the said employer without just cause or lawful excuse. And the said complainant, the said employer, further says that the amount of damage which he claims for the said breach and nonperformance of the said contract is the sum of 4l., and he prays that the said employed may be summoned and adjudicated upon under section 9 of "The Master and Servant Act, 1867."

(Signed) GEORGE HILL.

Exhibited to and before me, the 9th day of October in the year 1871, at Sudborough.

Before me, W. DUTHY.

Thrapston Petty Sessions, 16th October 1871.

Mr. Richardson, of Oundle, appeared for the complainant, and Mr. Henry, of Wellingborough, for the defendant.

*George Hill*, on his oath, saith as follows:—I am a farmer at Tichmarsh Lodge. The defendant was general agricultural servant. On 26th March she absented herself without leave. She left between 7 and 8 in the evening, and did not return until the next morning. I obtained a summons but did not proceed on a promise to amend. On the 28th September I consented to her going to Oundle statute on condition she returned by 9 p.m., and on further condition she did not go into Dudley's house at Tichmarsh, where I feared small-pox. Two other servants to whom like leave had been given returned at the proper time, or within five minutes of it. The defendant did not return within proper time. My time to go to bed is 9, but I sat up that night until a quarter to 11 to let her in, but she never came. She might have got in at any time until then.

EVIDENCE.

She returned to my house between 5 and 6 next morning, and then I refused to take her in. She said she had been stopping at Charles Dudley's. In consequence of her absenting herself I have been obliged to have a charwoman.

Cross-examined.

I don't think she could have tried to get into my house through the door without my hearing her.

*Charles Dudley* called by defendant:—I was with defendant on the night in question, and I saw her go to the brewhouse door between 9 and 10 and try to get in, and she left her umbrella outside the brewhouse door which adjoins the kitchen. She and I were at Tichmarsh again when it struck 10.

Cross-examined.

The other two servants went home a little after 9. We left Tichmarsh just before then, but we went beyond Mr. Mills' gate a little, and then returned. She rapped at the window of the sleeping room above the brewhouse. I never saw any light. I was against the hand-gate. She knocked at the brewhouse door and at the window with her umbrella. Why she did not knock at the ordinary door, I don't know.

SENTENCE. Defendant ordered to pay compensation 10s., and costs, 10s. 6d.

CHAPMAN V. WARR.

County of } THE Information and complaint of George Chapman, of Aldwinkle St. Peter,  
Northampton } farmer, this day made before me, one of Her Majesty's justices of the  
to wit. } peace in and for the said county, against William Warr, of Little Addington, for that the said William Warr (herein-after called the said employed), being the servant of the said George Chapman (herein-after called the said employer) in his trade or business of a farmer, under a certain contract of service for a period now unexpired, has absented himself from the service of the said employer without just cause or lawful excuse. And the said complainant, the said employer, further says that the amount of compensation which he claims for the said breach and nonperformance of the said contract is the sum of 1*l.*, and he prays that the said employed may be summoned and adjudicated upon under section 9 of "The Master and Servant Act, 1867."

(Signed) G. CHAPMAN.

Exhibited to and before me the 21st day  
of November in the year of our Lord  
1868, at Sudborough.

(Signed) W. DUTHY.

Thrapston Petty Sessions, 30th November 1868.

EVIDENCE. *George Chapman*, sworn, says as follows:—The defendant is a groom and farm labourer. There was nobody else to do his work, which was to look after the riding horses and other things. He has done me at least a sovereign's worth of damage by leaving my service. I have had to get another man at greater expense.

The defendant pleaded Guilty.

SENTENCE. To pay compensation, 10s., costs, 9s. 6d.

NORRIS V. SPENCER.

County of } THE Information and complaint of John Whitney Davison Morris, of  
Northampton } Aldwinkle All Saints, in the said county, this day made before me, one of  
to wit. } Her Majesty's justices of the peace in and for the said county, against  
John Spencer, late of Little Bowden and now of Tichmarsh in the said county for that the said John Whitney Davison Norris (herein-after called the said employed), being the servant of the said John Spencer (herein-after called the said employer) in his trade or



business of a wheelwright, under a certain contract of apprenticeship for a period now unexpired, upon whose binding out no larger sum than 25*l.*, but 20*l.* only was paid or contracted to be paid. The said employer did on the 4th day of October instant, at Tichmarsh in the said county, unlawfully neglect, and has ever since neglected to fulfil, the said contract. And the said complainant, the said employed, further says that the amount of compensation which he claims for the said breach and nonperformance of the said contract is the sum of 14*l.*, and he prays that the said employed may be summoned and adjudicated upon under section 9 of "The Master and Servant Act, 1867."

JOHN WHITNEY DAVISON NORRIS.

Exhibited to and before me the 12th day  
of October in the year of our Lord  
1870 at

(Signed) W. B. STOPFORD SACKVILLE.

Thrapston Petty Sessions, 17th October 1870.

Defendant did not appear.

Indenture of apprenticeship put in, and the following memorandum :—

" 15th October 1870.

" I John Spencer, late of Little Bowden, do hereby give up all claims upon John  
" Wittney Davison Norriss as an apprentice to a wheelwright or carpenter, coming to  
" arrangement by paying to his father the sum of 4*l.* 15*s.*

JOHN SPENCER,  
late of Little Bowden."

" Dated October 15th, 1870.

Defendant ordered to pay 4*l.* 15*s.* for compensation, and to assign indenture to new master to be chosen by complainant. SENTENCE.

HUDSON and SWAN.

County of Northampton } THE Information and complaint of Eli Hudson, of Islip, in the county of  
to wit. } Northampton, blacksmith, this day made before me, one of Her Majesty's  
justices of the peace in and for the said county, against George Swan, of Islip aforesaid :  
for that the said George Swan (herein-after called the said employed), being the apprentice  
of the said Eli Hudson (herein-after called the said employer), in his trade or business of  
a blacksmith, under a certain contract of apprenticeship for a period now unexpired, upon  
whose binding out no larger sum than 25*l.*, but 10*l.* only was paid or contracted to be  
paid, did on the 21st day of February last, at Islip in the said county, absent himself from  
the service of the said employer without just cause or lawful excuse. And the said com-  
plainant, the said employer, further says that the amount of compensation which he  
claims for the said misconduct is the sum of 5*s.*, and he prays that the said employed  
may be summoned and adjudicated upon under section 9 of "The Master and Servant  
Act, 1867."

(Signed) ELI HUDSON.

Exhibited to and before me the 2nd day  
of March in the year of our Lord 1870  
at Thrapston.

(Signed) W. P. STOPFORD.

Thrapston Petty Session, 2nd March 1870.

By indenture of apprenticeship dated 12th April 1869 (produced and read) it appeared that George Swan, a poor boy of the parish of Lowick, in the county of Northampton, with the consent of the rector, churchwardens, and overseers of the said parish, and trustees of the public charity of Thomas Cox and Elizabeth his wife deceased, did put himself apprentice to Eli Hudson, blacksmith, to learn his art, and to serve the term of four years in consideration of the said service, and of the sum of 10*l.* to be paid to the said Eli Hudson by the said trustees out of the public and perpetual charity of the said Thomas Cox and Elizabeth his wife (that is to say) the sum of 4*l.* on the execution thereof, 2*l.* on the 12th day of April in every year. The said Eli Hudson

EVIDENCE.

finding unto the said apprentice sufficient meat, drink, lodging, and washing during the said term. And the said trustee did covenant to pay the said premium, and also to find for the said apprentice suitable and sufficient wearing apparel of every sort and kind, and the mending thereof, and also medical and surgical advice and assistance for the said apprentice in case of sickness or accident during the said term.

*Eli Hudson*, on his oath, saith as follows:—On Monday, the 21st February, the defendant absconded from my service and without my leave. He asked me leave to go coursing. On Saturday defendant refused to come home. Every morning during last week he has not got up at the proper time, 6 o'clock, nor on any morning in the week before 7. Last Thursday again he absented himself without my leave and he went out to the coursing. He has dared me to hit him, but I have never hit him. I have no other apprentice.

Defendant pleaded Guilty.  
Contract annulled.

SENTENCE.

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NORTHUMBERLAND (NEWCASTLE-UPON-TYNE POLICE COURT).  
(All cases of Apprentices).

STEPHENSON and TUCK.

Borough and  
county of  
Newcastle-upon-Tyne  
(to wit). } THE Information and complaint of George Robert Stephenson, of the  
borough and county of Newcastle-upon-Tyne, engineer, by George  
Crow, of the said borough and county, engineer, made before me,  
the undersigned, one of Her Majesty's justices of the peace in and  
for the said borough and county of Newcastle-upon-Tyne, at the police office in the  
manors in the said borough and county, this 13th day of April in the year of our Lord  
1874. Who saith that one John Tuck, of the said borough and county (hereafter called  
the said employed), being the apprentice of the said George Robert Stephenson, of the  
said borough and county (hereafter called the said employer), in his trade or business of  
an engineer, under a certain contract of apprenticeship for a period now unexpired, did on  
the 9th day of April instant, at the parish of Saint Nicholas, in the said borough and  
county, unlawfully neglect to fulfil the said contract without just cause or lawful excuse.  
And the said complainant, the employer, further says that the amount of compensation  
which he claims for the said breach and nonperformance of the said contract is 10s., and  
he prays that the said employed may be summoned and adjudicated upon under section  
9 of the Master and Servant Act, 1867.

GEO. CROW.

Exhibited to and before me the day and  
year, first above mentioned.

RICH. CAIL.

17th April 1874.

Re JOHN TUCK.

EVIDENCE.

*Benjamin Brown*, on oath, saith:—I am one of the foremen for Messrs. Stephenson and Co., engineers. The defendant is one of their apprentices. I produce his indenture. [Defendant admitted signing it.] He is bound for 5 years and 10 months. He was bound in 1871. On Thursday last he came to work at 6 o'clock. He left at half-past 10. He went away without leave. He returned next morning. The damage sustained is at least 10s.; by him leaving he threw other men off work and we had to pay them.

Cross-examined.

I knew nothing what passed between you and the timekeeper on the Wednesday.

SENTENCE.

Fine 10s.

17th April 1874.

STEPHENSON and NEALE.

Information in this case was in same form as in the case of Stephenson and Tuck, but the amount of compensation was laid at 3l.

EVIDENCE.

*Robert Luke*, on oath, saith:—I am foreman in the fitting department of Messrs. Stephenson and Co., engineers, in this town. The defendant is an apprentice there. [Indenture was produced and admitted to have been executed by defendant.] He left his work on the 25th March last. He returned on the 13th April. Mr. Crow, the manager, sent for him. He was absent without leave. He wanted me to sign his board for him to leave, as he said he would not stay in the place. I refused, and he left of his own accord. He was not there on the 26th March. He was working at a lathe when he left. It is the first time he has been before a magistrate for absenting himself.

Cross-examined.

I don't know that Scotch Andrew said you might leave.

Re-examined.

The reason he left was that I caught him smoking in the watercloset, and reading a newspaper. I said I would fine him. He then said he would not stay any longer in the b—y place, and asked me to sign his board. I refused.

Cross-examined.

You were not on piecework at the time.

Re-examined.

It was half-past 11. Overtime was not being worked at the time.

And *George Crow*, on oath, saith:—I am one of the managers for Messrs. Stephenson and Co. They have sustained a loss at least of 4*l.* or 5*l.* through the defendant's absence. The machine has been standing idle. The defendant is very bad to deal with. His language is most disgusting.

Cross-examined.

A boy was not able to do your work.

Fined 40*s.*

SENTENCE.

## STEPHENSON AND LAMB.

Borough and county of Newcastle-upon-Tyne (to wit). } THE Information and complaint of George Robert Stephenson, of the borough and county of Newcastle-upon-Tyne, engineer, by George Crow, of the said borough and county, engineer, made before me, the undersigned, one of her Majesty's justices of the peace in and for the said borough and county of Newcastle-upon-Tyne, at the police office in the manors in the said borough and county, this 13th day of April in the year of our Lord 1874. Who saith that one Thomas Lamb, of the said borough and county (hereafter called the said employed), being the apprentice of the said George Robert Stephenson, of the said borough and county (hereafter called the said employer), in his trade or business of an engineer, under a certain contract of apprenticeship for a period now unexpired, did on the 10th day of April instant, at the parish of Saint Nicholas, in the said borough and county, unlawfully absent himself and has ever since absented himself from the service of the said employer without just cause or lawful excuse. And the said complainant, the employer, further says that the amount of compensation which he claims for the said breach and nonperformance of the said contract is 1*l.*, and he prays that the said employed may be summoned and adjudicated upon under section 9 of the Master and Servant Act, 1867.

GEO. CROW.

Exhibited to and before me the day and year first above-mentioned.

RICHD. CAIL.

17th April 1874.

*Benjamin Brown*, on oath, saith:—I am one of the foremen for Messrs. Stephenson, engineers. The defendant is a bound apprentice with them for four years, from Novem-

ber 1871. I produced the indenture. Defendant admitted signing it. He absented himself on Thursday last and did not return until Monday. 20s. is a low estimate of the damage sustained. He was the cause of others being laid off work. They had to be paid.

Cross-examined.

I said if you did not work on the Saturday, you would not get paid.

SENTENCE. Twenty shillings.

17th April 1874.

STEPHENSON and DENHAM.

In this case the Information was the same in form as in the last case.

EVIDENCE. *Benjamin Brown*, on oath, saith :—Defendant is an apprentice with Messrs. Stephenson and Co. I produced his indenture. Defendant admitted signing it. He left his work on Thursday, and has not yet returned. I can't estimate the damage through his absence at less than 30s. Others were laid off and had to be paid.

SENTENCE. Thirty shillings.

14th May 1874.

SIR W. ARMSTRONG AND Co. and DEVINE.

Information in same form as in *Stephenson v. Lamb*; compensation estimated at 20l.

EVIDENCE. *Thomas Archer*, on oath, saith :—I am foreman over the Ordnance Department of Sir Wm. Geo. Armstrong and Co. I produced an indenture of apprenticeship. I did not see the defendant sign it. Defendant admitted his signature. On the 18th August last he absented himself, and has now returned. Previous to August he had absented himself, and had been twice sent to prison for doing so. The indenture expires in May 1877. He has never been at work since he was in prison the last time.

Cross-examined.

You were not told the Company would be done with you after you came out of prison the last time.

SENTENCE. One month.

4th May 1874.

JOICEY and ROURKE.

Information in this case in same form as in the case *Stephenson v. Lamb*.

EVIDENCE. *James Audas*, on oath, saith :—I was present on the 9th of May last, and saw the defendant execute the indenture of apprenticeship I now produce.

And *Ralph Elliot*, on oath, saith :—I am foreman smith at Messrs. Joicey's, engineers, in this town. The defendant is an apprentice to them. I have charge where he works. He was absent on the 18th and up to the 21st of last month. He was absent on the 20th. He was absent from the Thursday to the Monday. He had no permission to be absent. In consequence of his absence another apprentice was doing nothing. The defendant was not there on the Monday. The other boy was. During the last 10 days he has worked on an average 32 hours. The usual hours are 56. I estimate the damage sustained at 20s. a day.

SENTENCE. Ten shillings and costs.

## NORTHUMBERLAND (TYNEMOUTH).

SCHLESINGER AND ANOTHER V. NICHOLSON.

SAME V. CALDWELL.

SAME V. BURNS.

SAME V. MAXWELL.

Northumberland } The Information and complaint of Robert White of Wallsend, this day  
to wit. } made before me, the undersigned, one of Her Majesty's justices of the  
peace in and for the said county, against George Nicholson, of Wallsend, in the said  
county; for that the said George Nicholson (herein-after called the said employed), being  
the servant of Charles Albert Schlesinger and another (herein-after called the said em-  
ployers) in their trade or business of iron shipbuilders, under a certain contract of service  
for a period now unexpired, did on the 20th day of April 1874, at the parish of Wallsend  
in the said county, unlawfully absent himself from the service of the said employers with-  
out just cause or lawful excuse. And the said complainants, the said employers, further  
say, that the amount of compensation which they claim for the said breach and nonper-  
formance of the said contract is the sum of 8*l.*, and they pray that the said employed  
may be summoned and adjudicated upon under section 9 of "The Master and Servant  
Act, 1867."

ROBERT WHITE.

Exhibited to and before me the 23rd day  
of April in the year of our Lord 1874,  
at Tynemouth.

HENRY BELL.

Tynemouth Petty Sessions, East Castle Ward.

Before John Coppin, Henry Bell, and John McKenzie, Esquires.

SCHLESINGER AND ANOTHER V. CALDWELL.

SAME V. MAXWELL.

SAME V. BURNS.

SAME V. NICHOLSON.

Copy Information annexed, a like Information being laid in each case.

*William Holt*, the foreman in the complainant's yard, was sworn, and gave evidence of  
the defendants absenting themselves without leave or just cause, and also proved the  
damage.

The justices thereupon convicted the defendants in the sum of 1*l.* each for compensation  
and 14*s.* 6*d.* costs; in default, one month's imprisonment "with hard labour."

## SOMERSETSHIRE (SHEPTON MALLET).

SMITH and COOPER.

Petty Sessional Court House, Shepton Mallet, Friday, 9th February 1872.

Before E. B. Napier and E. H. Dickinson, Esqs.

(Apprentice's Case.)

*William Smith*, sworn:—I am a plumber and glazier carrying on business in Shepton  
Mallet. The prisoner is an apprentice to me. I produce his indenture bearing date the  
1st June 1865, by which he is apprenticed from the date of the indenture for the term of

EVIDENCE.

seven years. He was in my employ under such indenture until the 3rd September 1870, when he absconded, and I have not seen him from that day until now: On my part I fulfilled the conditions of the indenture. On a former occasion the prisoner absented himself for four months.

SENTENCE. Sentence, two calendar months' imprisonment.

STEPHENSON and TALBOT.

Petty Sessional Court House, Shepton Mallet, Friday, 14th March 1870.

Justices present : E. B. Napier, Esq., Chairman, Colonel Phipps.

(Apprentice's Case.)

EVIDENCE. *John West Stephenson*, sworn :—I am a bootmaker residing at Shepton Mallet. On Tuesday evening last the 1st March the defendant, who is my apprentice, left my shop. He did not return to his work on Wednesday morning. He has not come back since. I produce the indenture. Defendant has enlisted in the militia. He was fined for misconduct in my service last year.

SENTENCE. Sentence, 14 days' imprisonment with hard labour.

DODDRELL and GREGORY.

Petty Sessional Court House, Shepton Mallet, Friday, 18th June 1869.

Justices present : E. B. Napier, Esq., Chairman, E. H. Clerk, Esq., Colonel Phipps.

(Apprentice's Case.)

EVIDENCE. *William Doddrell*, sworn :—I am a shoemaker at Shepton Mallet. The defendant William Gregory is my apprentice duly bound by indenture dated 29th May 1865 for seven years. I produce the indenture. On the 8th of June instant he absented himself from my service without my consent, and remained away one week. He was not unwell. I have summoned him for a similar offence before, but forgave him.

Sentence, 14 days' imprisonment.

LEWIS and BROWN.

Petty Sessional Court House, Shepton Mallet, Friday, 17th January 1868.

Justices present : Robert Clerk, Esq., Chairman, E. B. Napier, Esq.

EVIDENCE. *John James Lewis*, sworn :—I am a farmer and live at Compton in the parish of Pilton. The defendant has lately been in my employ. On the 8th instant about 8 o'clock p.m., in consequence of his not returning home, I inquired after him, when another of my workmen told me something which caused me to go in search of the defendant. I afterwards found him under a rick, drunk as he could be. I afterwards charged him with having drank cider in the cellar, and he admitted having drank something out of the cupboard in the parlour.

SENTENCE. Sentence, seven days' imprisonment.

STAFFORDSHIRE.

COLE and BILLINGTON.

(For Misconduct in Service.)

INFORMATION. County of } THE Information and complaint of Samuel Cole, of Hints, in the county  
Stafford } of Stafford, farmer, taken on oath this 11th day of June in the year of  
to wit. } our Lord 1872, before the undersigned, one of Her Majesty's justices of  
the peace in and for the said county of Stafford, who saith that Emma Billington, late

of Hints aforesaid (hereafter called the said employed), is the servant of the said Samuel Cole (hereafter called the said employer), in his business of a farmer at Hints aforesaid, under a certain contract of service for a period now unexpired. And that a certain question hath arisen between them touching certain injury which the said employed inflicted to the property of the said employer on or about the 30th day of May last, and on divers other days, at Hints, in the county aforesaid, and touching certain other misconduct which the said employed was guilty of on the 31st day of May last, at Hints aforesaid, by absconding from the said employer's service without just cause or lawful excuse. And the said employer further says that the amount of damage which he claims for the said injury and misconduct is 18*l.*, and he prays that the said employed may be summoned and adjudicated upon under section 9 of the Master and Servant Act, 1867.

SAMUEL COLE.

Taken and sworn before me, the day and year above named, at Haselow Hall in the said county.

JOHN NEVILLE.

CROWN INN, ELFORD.

27th June 1872.

Before J. Neville and F. Willington, Esqs.

County of }  
Stafford. }

Samuel Cole on his oath saith:—I am a farmer at Hints in this county. I engaged the defendant as dairymaid at Michaelmas last. She had been in my service the previous year in the same capacity. On the 31st of May last I went into the cheese room in consequence of having noticed some negligence on the part of the defendant for some days previously. I saw at once that there were not the number of cheeses which there ought to have been, and those that were in the room were many of them damaged for want of being properly turned. This was between 5 and 6 o'clock in the evening, and I remained in the room until 10 o'clock attending to the cheese. On leaving the room I noticed a rat hole in the floor. I had a light and went on to the landing, and at the end of a large bacon chest I found as many as eight cheeses of the latter make of last year. They were very much damaged. I went downstairs and told the housemaid to send the defendant to me. She went to look for her, and shortly came back and said she was gone. We searched for her until 2 o'clock in the morning, but she had gone away. The next day I searched over the house, and in a closet I found four cheeses wrapped up in bags and covered with beehives. In another closet I found four more cheeses concealed in a similar way. They were quite spoiled for want of proper attention on the part of the defendant. In another place I found four or five more in a very bad state. In all, I found 19 cheeses, besides the eight behind the chest. These were all cheese of this year's make, and had been spoiled by wilful negligence. Three weeks before, I had found a good cheese concealed in the defendant's box. At first she denied having put it there, but afterwards admitted that she had, and asked me to consent to be paid for it. At the intercession of her aunt I consented to overlook that, and to keep her on. The week after the defendant went her aunt brought her back. The spoilt cheeses were shown to them. The defendant denied having placed them where they were found, except two. She said the eight behind the chest were put there by Mrs. Bagshaw, who was my housekeeper last year. The damage as to the 19 cheeses would be 18*l.* Two bad cheeses produced.

EVIDENCE.

SAML. COLE.

Mary Cooper on her oath saith:—I am housemaid to Mr. Cole. I remember the night when Mr. Cole went into the cheese room, and I remember his coming down again between 10 and 11 o'clock. I heard him complain about the cheese. He asked me if I knew anything about it. I told him I did not. He sent me to seek for the defendant. I could not find her. I had seen her about five minutes before. Mr. Cole did not see her after 5 o'clock in the afternoon. I am sure he did not strike her after he came down. He never struck her to my knowledge.

MARY COOPER.

Taken and sworn before us,  
JOHN NEVILLE,  
FRAS. WILLINGTON.

Convicted and sentenced to one calendar month's imprisonment with hard labour.

SENTENCE.

## STAFFORDSHIRE (WEDNESBURY).

*Note.*—In all the following cases from Wednesbury it appears from the letter of the clerk to the justices that no copies of Information exist.

Wednesbury Petty Sessions, 16th February 1869.  
Before Thomas Dewis and John Mars Gale, Esqs.

Under section 9 of Master and Servant Act, 1867.

## MILLERSHIP and FELTON.

## EVIDENCE.

*Abraham Britten* :—I am manager of pit at Millpool, West Bromwich; engaged to give and take 14 days' notice. Last Thursday, the 11th, 6 a.m., asked him (Felton) to load. He had been working with the pike. He refused to drive horse, nor finish work he'd been on before. It was his business to take the driving or loading when wanted. He wanted to persuade others to leave off. He left the pit; not been since. Not seen him since. Not on Friday. I was there at 5.30 a.m. He didn't come whilst I was there. We could not draw as much by 20 skips as we otherwise could. I think the loss would be as much as 50s.

Cross-examined.

It was fit to go to work. Felton made no complaint. Another man went and did the work. There is a good deal of job roading. 4s. 6d. wages owing.

*Henry Jones* :—I am a collier. I went to the pit. Felton told me not to go down; rest not going down. Told me not. I did not. 20 did not. Four of us went away. My only reason for not going was because he told us. He gave no reason; didn't say anything the matter with the pit. I had only worked two days. I was never down pit before Tuesday. I had been a labourer at foundry.

*William Felton* :—Not fit to work at bond. I said so. Up to knees in water.

*Ralph Lowe*, Superintendent :—There 5.30, Friday. I didn't see Felton.

*John T. Millership* :—I was not in hovel on Friday. On Thursday I was. It was on Thursday.

## SENTENCE.

Order abating wages 4s. 6d. and pay costs, in default, 14 days' imprisonment.

Wednesbury Petty Sessions, 20th July 1869.  
Before John Marshall and Henry Williams, Esqs.  
Under section 9 of Master and Servant Act, 1867.

## GROUCUTT AND OTHERS and CORSER.

SHELDON, Attorney for Complainant.

## EVIDENCE.

*Joseph Bullas* :—In Messrs. Groucutt's employ. Defendant is engine driver; drives incline engine. Last at work last night. On Monday morning 7.15 a.m. I went to his boiler; eight or nine inches in depth of water in it. A long cylindrical boiler. Flame rushes along boiler and sides. Water would not cover whole portion exposed to fire. A little fire in. It was duty of defendant to keep more water. It ought to have been nearly full. I found the danger signal gagged. I ungagged it, and found it would work if left alone. It was right to work on Saturday night. It is defendant's duty to try the whistle every half or three-quarters of an hour. I went to work the engine by my father's direction, and found it in this state.



*James Brown*, watchman :—Corser left work about 5 or 10 minutes past 5 on Monday morning. Had no right to leave till next man came on his turn. He walked off without saying anything to anyone.

By the Bench.

Not customary for night engineer to go without waiting for day man. Don't know as they do.

*Samuel Bullas*, furnace manager :—Monday morning at 6 a.m. saw John Lewis standing near. About half-past 6 went to the boiler, saw whistle gagged, and water out of our latitude; very low, very dangerously so. We threw the engine out of gear. There was an actual loss to the masters, in consequence of from 4*l.* to 5*l.* I'm certain of that much, irrespective of any damage that the plates may have suffered. Four feet in diameter, boiler.

*William Corser*, defendant :—I didn't leave the whistle gagged. It was gagged on Sunday morning when I went on my turn, and I ungagged it. I suppose it was my butty as gagged it then. It was about four inches off buoy box when I left it on Monday morning. I should say there would then be 30 inches of water. High pressure boiler.

Cross-examined.

The boiler was not nearly full when I left it. Not a good fire. Left, quarter past 5. Never reckon to stop for each other. Don't do so. Can't account for state of water.

Fined 5*l.* and costs, or two months' imprisonment.

SENTENCE.

Wednesbury Petty Sessions, 3rd August 1869.

Before Thomas Jesson and Thomas Dewis, Esqs.

Under section 9 of Master and Servant Act, 1867.

DARLSTON STEEL AND IRON COMPANY and PLANT.

*Wm. Walter Heeley*, agent for the complainants :—Defendant is a filler at the furnaces. He began 3rd February. Agreement to give and take 14 days' notice. Worked to 19th July, Monday. Worked that day out. Didn't come on Tuesday, nor again till after summons served. Yesterday morning he came and brought 14 days' notice. Damage, furnace neglected from 6 to 8. His mates shackling. 10*s.* 8*d.* in wages lost. That is all I will swear to.

EVIDENCE.

*William Plant*, defendant :—Since explosion I didn't care to work. The accident was at those furnaces, 3rd June. The wagon is just under.

Fined 20*s.* and costs, or 14 days' imprisonment. 10*s.* of fine to complainant.

SENTENCE.

Wednesbury Petty Sessions, 17th August 1869.

Before Thomas Dewis and Henry Williams, Esqs.

Under section 14 of Master and Servant Act, 1867.

BUTLER and GOODHEAD.

*Joseph Butler* :—Goodhead was engaged as apprentice. Indentures produced. He left me a month or five weeks ago.

EVIDENCE.

Committed for one month with hard labour.

SENTENCE.

Wednesbury Petty Sessions, 7th December 1869.

Before Thomas Dewis and John Marshall, Esqs.

Under section 14 of Master and Servant Act, 1867.

COOPER and WOODFIELD.

**EVIDENCE.** — *John Cooper* :—He wouldn't work Friday week. He was at fire; called him to blow fire. He began to cry. He wouldn't work and stood crying. From breakfast to dinner, three hours. Eat his dinner. Same as us. Always has same as us. Friday afternoon he worked. Saturday three-quarters. Monday he worked one and a half hours before breakfast. None after till dinner. He said he should not work with me. Wanted to work with t'other lads. I don't beat him. I have clouted his ears. Been three times before the magistrates.

*Charles Webb Iliffe*, Doctor :—I have examined the boy. Well formed. Well nourished. Very muscular for a boy of 14. Well able to work. 10 lbs. hammer not too heavy for him.

**SENTENCE.** — Found aggravated character, pecuniary penalty insufficient. Committed for three calendar months to house of correction with hard labour.

22nd April 1873.

GROUCUTT v. SAMBROOKES.

**EVIDENCE.** — *William Edwards* :—I am agent for Messrs. Groucutt. Defendant is a furnace keeper at Broadwater furnaces in the parish of Wednesbury. Gave 14 days' notice; finished work on the 15th. Didn't come on 16th. Came on Saturday for his money. He gave notice on the 8th. Words on the 15th; said he wouldn't come. I said I should make him.

*Henry Sambrookes*, the defendant :—Edwards set on my son. Told me he could do with me. Words. Threw me. Stopped away.

**SENTENCE.** — Fined 1s. and costs; in default, 14 days' imprisonment.

6th May 1873.

BAILEY v. TAYLOR.

**EVIDENCE.** — *Abraham Jones*, manager for Thomas Bailey, coal master, Golas Hill :—Defendant engaged to drive horse last Thursday. Came to work on Friday; worked 1½ hours, to 7.30 a.m., then came up. Asked why. Said he wouldn't stay to drive that horse. He went away.

Cross-examined.

I employed him regular.

*Joseph Taylor* :—Been down pit. Frightened of driving horse. He kicked.

*T. A. Bailey* :—Working 9 or 10 years for me. He has acted thus before. Horse bought from where he worked at his recommendation. He managed him before. Had credit for working him well.

*George Williamson* :—I and Taylor went and asked for a job. Jones said I can find you one if you can do it. Said you can come and try, and if you can't you can go.

*Joseph Taylor* :—Wanted to see pit's state. Up to knees in water. Three months since down.

**SENTENCE.** — Fined 2s. 6d. and costs; in default, 14 days' imprisonment.

9th September 1873.

WATSON v. FIELDHOUSE.

*James Jackson*, nut and bolt manufacturer :—Defendant a workman. Notice 14 days. Worked to 2nd August. Should have come on 4th. Did not. Told on Saturday night he'd come as usual. Did not. Been at work elsewhere. I could have found him full work, but he shackled. He went and left orders unfinished. Damages 10s. Orders returned. Profit lost.

EVIDENCE.  
—

*George Fieldhouse* :—He sacks a man at a minute's notice.

Fined 5s. and costs ; in default, 14 days' imprisonment.

SENTENCE.  
—

23rd September 1873.

ARCHER v. PARKER.

*John Archer* :—Defendant and apprentice. Shackling. Nor work scarcely. Saturday to Wednesday. He wasn't there at all for four days. Damage more than 1s.

EVIDENCE.  
—

Fined 1s., and costs.

SENTENCE.  
—

23rd September 1873.

HARTLAND v. CRUMP.

*William Whittle* :—Defendant left on 8th. Never been since. He engaged to work day work. He had 1s. to work day work.

EVIDENCE.  
—

Fined 1s., and costs.

SENTENCE.  
—

13th January 1874.

BIRD v. SIMPSON.

*Joseph Bird* :—16th June. Came to work. Victoria, West Bromwich. 5 to 6, morning. Lingered about. Asked to go down. Said he shouldn't. Said I should summon him. He refused. This was Monday. No notice. Took out summons for the Saturday. Warrant for non-appearance. Loss 4s.

EVIDENCE.  
—

Defendant :—I did not go down. I didn't mean to. I wasn't very well.

Fined 4s., and costs ; in default, 14 days' imprisonment.

SENTENCE.  
—

24th February 1874.

Before Henry Williams and Wilson Lloyd, Esqs.

ROBERTS AND ROBERTS v. JOHNSON, PARKER, JOHNSON, KING, PITT, TINTON.

*John Shred*, foreman :—Six defendants pipe moulders. Should make 20 pipes a day 10 first. Pitt goes on casting. Then they come for another. 13th February they were in our employ. 11.30 to 12, finishing first 10. I saw them preparing to go away. Asked why going away. They said they were going to see old barber Wilke's buried. I said you'd better go on with work or something the matter. They all said, Oh no, We shan't go on with work. I went out of shop. In half hour returned. All six there then. I said, Now lads, better go on with work, if not we shall have to rake cupola out. Wm. Johnson and King said they didn't care about that. I came out and went to office. Fetched Mr. James Roberts. He came to them. Said, Now my men ain't you going to work. King said, No ; we're going to see barber Wilkes buried. James Roberts said we shall have a summons of you if you don't go on with work. He walked out. They all began to laugh. They all went away. 15s. a man, and pipes. The cupola full of iron. 25 cwt. poured down. Would have to be re-broken and melted. Had to knock the pitmen off. I said to Parker, How is it you're knocking off? Well, he said, I must be as the rest, or I expect I'll be thrown into cut.

EVIDENCE.  
—

## Cross-examined.

The other lot were not summoned because they were a new set of men, and they'd done as much as was expected. Stephens, Crutchley, and Hyde. Stephens' bars wrong; had them altered. Hyde and Stephens. Hyde's pipes too long. They were repaired against Monday. They'd nothing to do with defendants. Crutchley very ill, he said.

*James Roberts* :—I went to men 13th February. Told them if they left they'd be summoned. Should put in 20 pipes per day; each pipe weighs 1 cwt. They put in 10 pipes. 10 cwt. lost per man. One cupola to serve these and some other lots. If defendants only do half a day's work the cupola would stand to four; but lost, and cupola gobbled. Same expense to start for half day as for one. Total loss more than 6*l.* 15*s.*

## Cross-examined.

The pouring pipes would not interfere with men.

*William Johnson* :—Friday morning we all agreed to knock off at half day. We did knock off. The foreman came to me and asked if we were going to work. We said all agreeable to knock off, and going to see barber Wilkes buried. He spoke to me and wanted me to begin again, and chaps wouldn't. We told the boys if they knocked off we should get into blame, not them. The boys said they didn't care, they weren't going to work again.

## Cross-examined.

Didn't tell any one in morning that they were only going to work half day.

*William Parker* :—I was at work on Friday, 13th, casting. The boy working with me came and said they were going to knock off, and if rest didn't work he shouldn't. The boy went away and gave over work. I told him he'd get into the blame.

## Cross-examined.

Boy paid by me. Don't know if he went to barber Wilkes' funeral. Boy said he was going. I said I'd work if rest would. I didn't say I should be thrown into cut.

*John King* :—We knocked off. They told us we could, half day, if we'd make the 30 pipes. We didn't tell foreman or Jas. Roberts of it.

*Luke Tinton* :—I was in last turn of casting. 12 of us knocked off. Foreman came to us when all others gone home. He asked reason. Wm. Wood said, I want to work. He said to me, Why won't you? I said I'd work if Wm. Wood would, but my chaps wouldn't. Wm. Wood wasn't summoned because his boy wouldn't work. I didn't go to funeral.

SENTENCE. Tinton fined 1*s.*, and costs. The others ordered to pay each 22*s.* 6*d.* damages and costs; in default, 21 days each.

## STAFFORDSHIRE (ELFORD PETTY SESSIONS).

## BOOTH and NEAL.

INFORMA-  
TION.

County of } THE Information of Joseph Booth, of Fulfin, in the county of Stafford, farmer,  
Stafford } taken before me, the undersigned, one of Her Majesty's justices of the peace,  
to wit. } in and for the said county of Stafford, at the city of Lichfield, surrounded  
by the said county of Stafford, this 17th day of January 1870.

Who saith that Arthur Neal of Fulfin, in the said county of Stafford, cowman (hereafter called the said employed); within the space of six calendar months last past, to wit, on the 1st day of January instant at Fulfin, in the said county of Stafford, was the servant, to wit, a servant in husbandry of the said Joseph Booth (herein-after called the said employer), in his trade or business of a farmer, under a certain contract of service for a period now unexpired. And that a certain question, difference, and dispute has arisen between them touching a certain injury which the said employed inflicted to six pigs, the property of the said employer. And the said complainant, the said employer,

further says that the amount of compensation which he claims for the said injury is the sum of 30*l.*, and he prays that the said employed may be summoned and adjudicated upon under the Master and Servant Act, 1867.

JOSEPH BOOTH.

Taken before me the day and year and  
at the place first above-mentioned.

J. MUCKLESTON.

*Depositions.*

Crown Inn, }  
Elford

27th January 1870.

EVIDENCE.

*Joseph Booth*, being duly sworn, states:—I reside at Fulfin in this county. I hired the defendant Arthur Neal, to be a servant in husbandry on the 19th October last for the period of one year, at the wages of 9*l.* 10*s.*, with an addition of 10*s.* if a good servant. He entered his service on the 21st of October and continued until January 17th, when he absconded without leave. On the 1st January, Saturday, he fed the pigs at 1 o'clock p.m., and between 6 and 7 o'clock the same afternoon the six pigs were taken ill, and four died the same night, and the remaining two in the next 24 hours. I estimate the value of the pigs at 30*l.* or upwards.

*Henry Smith*, being duly sworn, states:—I live at Huddlesford, and am a farm labourer to Mr. Booth of Fulfin. On Saturday, January 1st, I saw the defendant stirring a bucket of pig food about half-past 12 o'clock, when he was about feeding the pigs. I know that six of the pigs died in the course of that night. I assisted to open the carcasses of the pigs on the Monday morning, the 3rd January, in the presence of Mr. Robinson and Mr. Barry, two veterinary surgeons. It was evident that the pigs died from having been scalded with their food from the appearance and state of their throats and stomachs.

*George Travis*, being duly sworn, states:—I live in Stowe St., Lichfield. Am a blacksmith. On Saturday the 1st January I was at work for Mr. Booth at Fulfin, and I went to my dinner at about half-past 12 o'clock. I saw the defendant taking a bucket of pig food to give the pigs, and I said to him, You are not going to give that to the pigs, are you? He said, I have got nothing else to give them. I was about a yard off him and I saw the stuff in the bucket steaming and much too hot to give to any dumb animal. I told him that if he gave it to them it would kill every one of them, and he said, let the b——s die.

Did not you see me mix some cold water with the pig food before I gave it the pigs?  
—No, I did not.

*Defence.*

Defendant denies the charge.

Convicted and sentenced to imprisonment with hard labour for three calendar months.

SENTENCE.

R. DYOTT.

WM. ARDEN.

STAFFORDSHIRE.

WALLIS and HOLTHAM.

County of } THE Information and complaint of Thomas Wallis of Comberford, in the town-  
Stafford } ship of Wiggington, in the said county, farmer, taken on oath this 5th day of  
to wit. } November in the year of our Lord 1867, before the undersigned, one of  
Her Majesty's justices of the peace, in and for the said county of Stafford, who saith,  
that William Holtham of Warton, in the county of Warwick, on the 2nd day of Novem-  
ber instant, at the township of Wiggington in the said county, being then a labourer  
employed by the said Thomas Wallis, the complainant, at the township of Wiggington  
aforesaid (wherein the said Thomas Wallis doth inhabit), in the capacity of a servant  
in husbandry, was then and there in his said service guilty of a certain misdemeanor, by  
then and there neglecting his work and absenting himself from his said service for the

INFORMA-  
TION.

space of three days, without the consent of the said Thomas Wallis, his master, and without just cause or lawful excuse, against the form of the Statute in such case made and provided.

THOS. WALLIS.

Taken and sworn before me the day  
and year and at the place above  
named.

THOS. BRAMALL.

29th January 1868.

County of  
Stafford. }

Before Col. Byott, Capt. Levett, and J. Nevill, Esq.

EVIDENCE.

*Thomas Wallis*, being duly sworn, states:—I live at Comberford. The defendant was in my service on the 2nd inst. I hired him a few days previously for a year at the wages of 6*l* 10*s*. On that day he absented himself without my leave, and remained absent until taken into custody on the present charge.

*Defence.*

Defendant states that he ran away because he had not enough food.

SENTENCE.

Convicted and sentenced to imprisonment with hard labour for the space of 14 days.

### STAFFORDSHIRE (ROWLEY REGIS).

SWINDELL and HACKETT.

INFORMA-  
TION.

County of  
Stafford  
to wit. }

THE Information and complaint of Thomas Henry Palmer, on behalf of Swindell and Collis, of the parish of Rowley Regis in the said county, herein-after called the said employers, taken before me, the undersigned, one of Her Majesty's justices of the peace acting in and for the said county of Stafford, this 19th day of August 1870. Who saith that Isaac Hackett, of the parish of Rowley Regis, in the county of Stafford, herein-after called the said employed, on the 19th day of August instant, at the parish of Rowley Regis, in the county of Stafford, being then and there the servant of the said employers as an engineer, under a certain contract for a period now unexpired, that a certain question, difference, and dispute had arisen between them touching certain injury which the said employed had inflicted upon the property of the said employers, contrary to the Statute in that case made and provided. And the said complainant claims for compensation for the said injury the sum of 100*l*., and he prays that the said employed may be summoned and adjudicated upon under section 9 of the "Master and Servant Act, 1867."

THOS. H. PALMER.

Taken the day and year aforesaid, at  
Halesowen in the county of Worces-  
ter, before me,

EDWD. MOORE, the justice aforesaid.

[*Note.*—Defendant absconded, and was not arrested until 16 months afterwards.]

Petty Sessions, Old Hill, 6th December 1871.

Before Messrs F. W. G. Barrs and N. Hingley.

Swindell and Collis *v.* Isaac Hackett.—Master and Servant.

EVIDENCE.

*William Blow Collis*, sworn, says:—I am one of the partners of Swindell and Collis, the complainants. The prisoner was engaged by me in the capacity of engine driver in May 1870. When I engaged him I read the rules to him. I drew his particular notice to rule No 1, and told him that, above all others, was the most important. On the 19th of August 1870, in consequence of something that happened, the water tank was

drawn against the head gear. The water tank, pulley, head gear, and portions of the engine-house were severely broken and damaged. I obtained a summons. The defendant absconded, did not appear, and a warrant was issued. He is now brought up on that warrant. I estimate the damage at 100*l*.

Cross-examined.

I believe, I engaged you about the 24th May. I engaged you as an engine driver upon promotion. I paid you full engineers' wages.

*Mark Nock*, sworn, says:—I was at the works on the 19th August 1870, but not when the accident happened. When I arrived there, the accident had occurred. The defendant was present in the engine-house. I asked the defendant how it occurred, and he made no answer.

The defendant said, I allow that I left the engine while in motion, but I went to start the donkey engine, as the water was low. The stoker was there, but he was not sufficient for the work.

To be committed to hard labour for two months.

SENTENCE.

### STAFFORDSHIRE (WALSALL).

[*Note*.—In reply to a circular addressed to the clerk to the justices for the borough of Walsall, the following statements have been furnished as the only evidence that existed of the cases heard under the Act before the justices at Walsall Sessions, in which the defendants had been convicted.]

In the year 1868 there were two convictions.

These were both servants; the one a bridle cutter, the other a puddler, engaged to give or take 14 days' notice. Had neglected their work and been absent without leave several times. One was fined 10*s*. and costs or a month, the other 1*l*. and costs or a month; one subsequently paid; the other went to gaol for a month. It was proved both these defendants were drunken idle fellows, and had been brought before the justices on previous occasions.

Both were sentenced to one month's imprisonment.

In 1869 there were two convictions.

First. An indoor apprentice, frequently absented himself for several days at a time and stayed out all night, and when he was in the shop he would not work, and was proved to be dishonest.

Sentence, 14 days.

Second. A servant in the saddletree trade hired for three years and was indebted to his master. He did not do his work well; and on his master telling him so, he put on his coat and left the shop and refused to return to the place. He pleaded "Guilty," and said he should not go back to his work, and the justices could do what they liked with him.

Sentence, six days.

In 1870, one conviction.

This was an apprentice in the habit of running away and neglecting his master's work. Had frequently been absent days at a time and "had been absent all night three times within the last fortnight."

Sentenced to one month's imprisonment.

In 1871 there were five convictions.

The first case was an apprentice, a very bad boy, frequently ran away for days together; was insolent to his master and others in the shop, and refused to obey orders. Had been before the justices on previous occasions.

The second case was a servant hired for a year and indebted to his master 7*l*.; he ran away and defied his master; neglected to appear to a summons and was brought up on a warrant (was apprehended at Birmingham).

The third, fourth, and fifth cases were all miners working in pits who had neglected their service on previous occasions and brought before the justices, and now positively refused to return to their work or pay any damage.

Each of these defendants was sentenced to 21 days' imprisonment.

In 1872 there were also five.

First case was a servant hired for a year; had served about six months; got in his employer's debt; became insolent and positively refused to work on several occasions; at length he ran away and could not be found for some time; was very saucy when before the justices, and pleaded Guilty. A very bad case.

Sentence (two months).

Second case was that of a hired servant, and was constantly neglecting his work the master said "before this; since he has worked for me, he only did one week's work in "one month, and 14 days in another six weeks"; the defendant now pleaded Guilty.

Sentence (one month).

The third, fourth, and fifth cases were cases of servants who had neglected their masters' services without just cause or lawful excuse, causing considerable loss and damage to the masters.

The sentence in the second, third, fourth, and fifth cases was 21 days' imprisonment.

In 1874 there were three cases.

First, those of two apprentices charged and convicted of running away from their masters' services, and they had done so on former occasions and were considered quite incorrigible.

Pleaded Guilty, and sentenced one to one month, and the other to 14 days' imprisonment.

The third was that of a spring bar maker hired for two years; had frequently absented himself from and neglected his master's service, causing his master considerable loss and injury to his trade. Had been summoned and forgiven several times, and now pleaded Guilty to the charge.

He was sentenced to one month's imprisonment.

A. F. BROOKES.

16th May 1874.

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## SUFFOLK (STOW SESSIONS).

### MUMFORD and DAVEY

Heard at the Stow Petty Sessions, 30th December 1872.

INFORMA-  
TION.

Suffolk } THE Information and complaint of Maurice Mumford, of Creeting Saint Peter,  
to wit. } in the county of Suffolk, farmer, this day made before me, one of Her  
Majesty's justices of the peace in and for the said county, against Robert Davey of  
Creeting Saint Peter aforesaid; for that the said Robert Davey (herein-after called the  
said employed), being the servant of the said Maurice Mumford (herein-after called the  
said employer) in his trade or business of a farmer, under a certain contract of service for  
a period now unexpired, a certain question, difference, and dispute has arisen between  
them touching certain misconduct which the said employed was guilty of and also  
touching a certain injury which the said employed inflicted on a certain horse, the pro-  
perty of the said employer, on the 25th day of December instant, when the said Robert  
Davey was drunk, and cruelly ill-treated the said employer's horse. And the said  
complainant, the said employer, further claims that for the said misconduct, injury, and  
ill-treatment the said employed may be employed, and may be summoned and adjudicated  
upon under section 9 of "The Master and Servant Act, 1867."

MAURICE MUMFORD.

Exhibited to and before me, the 27th day  
of December, in the year of our Lord  
1872, at Stowmarket.

HERVEY A. OAKES.



NOTES of EVIDENCE taken before R. J. PETTIWARD, Esq., and CHARLES TYRELL, Esq.

*John Vincent* :—I am a veterinary surgeon living at Needham. On Christmas Day, at about 12 o'clock, I saw defendant on a bay colt at Needham. I particularly noticed the colt and saw it was in perfect health and free from all disease. I gave defendant a glass of beer. The same evening I was sent for to go to Mr. Mumford's at Creeting, and went. I then saw this bay colt. It was in a very exhausted condition, scarcely able to draw one leg before the other, completely knocked up. I noticed the head, ears, and eyes; the ears were swollen, and the eyes completely closed; he was quite blind and could not guide himself. I opened the eyelids; there were abrasions on the corner of both eyes, which might have been caused by blows from a stick. The exhaustion of the horse was from being overridden. There was appearance of congestion or concussion of the brain. The horse staggered about a good deal. I have been, and am still attending him. I am afraid one eye is permanently injured. I should think the colt would have been worth 100 guineas next year. The colt was evidently suffering pain when I saw him. He had been beaten far beyond a fair amount of chastisement. On the Wednesday night I saw defendant Davey in the stable; he was drunk, I should say. I heard Mr. Mumford ask him to leave the stable several times; he only abused Mr. Mumford; he did not leave. These injuries must be attributable to external violence; the injuries could not have been caused by the colt rushing into a fence.

EVIDENCE.

*Maurice Mumford* :—Defendant has been in my employ about two years as weekly servant at weekly wages; he was paid up to Saturday the 21st, and was in my employ on Christmas Day last. He was employed to see after the horses, and do any other work I might require of him. That morning I had a bay colt. I left home a little before 11. I told Davey there was a good deal for him to do, that he had better not leave the premises, and that he could have his dinner at the house. I returned a little past 2. I did not see Davey then. At about ten minutes to 4, I saw him; he was on the colt, and I think he was a minute getting through the gate; the colt could not guide himself across the yard. When Davey got off he fell lump against the pigstye door. I took the horse from him and endeavoured to lead him to his box. When we got him in he ran his head against the opposite side of the box; he was perfectly blind; his eyes were closed. Davey was tipsy. I asked him where he had been to, and what he had been doing with the horse; he told me he had ridden him to the D—. I examined the horse, and was so frightened, that I at once sent for Vincent. I confirm Vincent's statement as to the condition of the horse, it will be sometime if he ever recovers. He is quite unsaleable now. I attribute the state he was in to his being knocked about and ridden on the middle of the road. When Vincent came I went in the stable with Vincent. Davey came, he said he had not hit the horse; I said, Don't tell any stories about it. He abused me. I asked him to go out; he refused. After the summons was served he asked me to forgive him. I said the matter was out of my hands, he must take his chance; I could not help him. I saw the horse on the 24th, there was nothing the matter with him then.

*William Sparrow* :—I am in the employ of Mr. Mumford and live at Creeting. On the 25th I saw Davey and the bay colt. I saw him go out on the colt at about 11. I saw him clean the colt and put the saddle and bridle on. He was quite right and quiet. I saw him ride out at about 11. I saw Davey in the evening after the doctor came, he appeared to be very tipsy. Hammond wanted a mare to go to Stowmarket, and was putting the bridle on, Davey said he should not. Hammond put him out of the stable, and put him down. Hammond let him get up.

*William Wilding* :—I am in the employ of Mr. Mumford. On Christmas Day I saw Davey on the bay colt. I saw him in the road opposite my house, which is three-quarters of a mile from Mr. Mumford's. I heard him come galloping up the road. When he got up to me he asked me for a stick. I gave him the stick produced; it was not damaged then at the end. The horse was very warm; it appeared as if it had been ridden a good tidy pace. The horse when he left trotted, and then got on to a gallop. I said to him, Don't ride him too hard "Bob," you'll break his heart. At about 3 I saw him coming back. I saw the horse was staggering when walking as if completely exhausted.

*Shepherd Reason* :—I live on Creeting Green, and am in the employ of Mr. Mumford. At about ten minutes past 3 I saw Davey on the colt on West Creeting Green. Davey was hitting the colt on the head and ears with that stick. I said Don't do so Davey, you'll ruin the horse; he said "I'll knock the b—r's eyes out if he won't go"; he went a few steps further, and the horse staggered and fell across the road. The horse got up

and I gave Davey a leg up. He went down the road out of my sight and came back; the horse was staggering. I saw him hit him again a time or two; he knocked him about a good bit while I saw him. The horse seemed to me wholly "dorselled." I saw him ride the horse right home. He asked me how he seemed to go; I said, he staggers about like a drunken man. He said he must have hurt his loins when he went into that ditch down the road. I think he was the worse for drink.

Cross-examined by Defendant.

I saw you hit him just above his eyelash.

SENTENCE.

Sentence, three months' imprisonment and hard labour.

[*Note.*—This is the only conviction that had taken place at these petty sessions.]

### SUFFOLK (CLARE SESSIONS).

JENNER and BRUTY.

INFORMA-  
TION.

County of }  
Suffolk }  
to wit. } BE it remembered that on the 29th day of November in the year of our Lord 1872, at Haverhill, in the said county of Suffolk, James Rice, of Clare, in the said county of Suffolk, farming bailiff, for and on the behalf of the Rev. Stephen Jenner, of Clare aforesaid, clerk, personally cometh before me, the undersigned, one of Her Majesty's justices of the peace in and for the said county of Suffolk, and informeth me, that James Bruty, of the parish of Clare, in the county of Suffolk, labourer, within the space of one calendar month last past, to wit, on Saturday, the 23rd day of November instant, being then a labourer employed by the said James Rice, at the parish of Clare aforesaid, in the capacity of a servant in husbandry, was then and there in his said service guilty of a certain ill-behaviour, by then and there neglecting his work and absenting himself from his said service without the consent of the said James Rice; and was also guilty of being drunk and using abusive language to the said James Rice whilst in the service as aforesaid, contrary to the form of the Statute in such case made and provided. Wherefore the said James Rice prayeth the consideration of me the said justice in the premises, and that the said James Bruty may be summoned to appear before two of Her Majesty's justices of the peace for the said county of Suffolk, and answer the premises and make his defence thereto.

his  
JAMES X RICE.  
mark.

Taken before me (on oath) the day and  
year first above mentioned.

W. W. BOREHAM.

December 16th, 1872.

Present: The Rev. C. W. Mayd, Chairman, W. W. Boreham, Esq., E. A. S. Walton, Esq., and the Rev. W. Wayman.

Bruty did not appear.

EVIDENCE.

*James Rice* says:—Bruty was engaged as a weekly labourer. He had a bad foot, for which he left on Saturday. He came back on the following Thursday. He worked Thursday and Friday until Saturday at 2.30, when he went away, and did not come back until 5.30, when he was drunk. He was abusive. I turned him out three times. He assaulted me and threatened me.

*John Lewis*:—I was in Mr. Jenner's house on November 23rd. Bruty came for his money. He said to Rice, "That if he did not pay him he should be a corpse." Said he would set fire to the farm.

SENTENCE.

Convicted, three months hard labour.

[*Note.*—Defendant absconded and has not yet been apprehended.]

SUFFOLK (RISBRIDGE).

GOWERS and WHYBROW.

County of Suffolk } Be it remembered, that on the 25th day of October in the year of our Lord  
to wit. } 1873, at Haverhill, in the said county of Suffolk, Thomas Gowers, of Haverhill, in the said county of Suffolk, agent to Messrs. Kipling and Payne, of 34, London Wall, London, silk manufacturers, personally cometh before me, the undersigned, one of Her Majesty's justices of the peace in and for the said county of Suffolk, and informeth me that Stephen Whybrow, of the parish of Haverhill, in the county of Essex, silk weaver, on the 1st day of January 1873, at Haverhill in the said county of Suffolk, being a person entrusted by the said Thomas Gowers as agent as aforesaid, and verbally contracting to prepare and work up certain silk materials, to with silk cane, containing 110 yards or thereabouts, did not then and there prepare and work up the said materials, and return the same prepared and worked up within seven clear days after being required so to do, he the said Stephen Whybrow not being prevented by any reasonable and sufficient cause, contrary to the form of the Statute in such case made and provided; wherefore the said Thomas Gowers prayeth the consideration of me, the said justice in the premises, and that the said Stephen Whybrow may be summoned to appear before two of Her Majesty's justices of the peace for the said county of Suffolk, and answer the premises and make his defence thereto.

INFORMATION.  
—

THOMAS GOWERS.

Taken before me (on oath) the day and year first above mentioned.

W. N. BOREHAM.

*Depositions.*

*Thomas Gowers*, on his oath, states as follows:—On the 1st of January I gave the prisoner a cane consisting of 110 yards to make it up, and he has not returned it. I have made three applications to have the cane returned, namely, in April last, being seven days' notice to return the cane.

EVIDENCE.  
—

	£	s.	d.
Fine - - -	2	0	0
Costs - - -	0	6	6
	2	6	6

In default of payment, one calendar month's imprisonment with hard labour.

27th October 1873.

WARWICKSHIRE (BIRMINGHAM).

*Note.*—It appears, from a letter written by the clerk to the justices, that it is not usual to take down in writing notes of the evidence taken at the hearing of cases at Birmingham.

The following cases were heard at Birmingham, between the years 1868 and 1873, viz. :—

29th January 1869.

WALKER and TAYSUM.

Borough of Birmingham } THE Information and complaint of George Walker, of Bath Street, in the said  
to wit. } borough of Birmingham, file cutter, this day made before me, one of Her Majesty's justices of the peace, in and for the said borough of Birmingham, against William Henry Taysum, of Coventry Road, in the said borough; for that he the said William Henry Taysum, hereafter called the said employed, being the apprentice of the said George Walker, hereafter called the said employer, in his trade and business of a file cutter, under a certain contract of apprenticeship for a period now unexpired, did on the 16th day of January instant, and from thence to the day of the date hereof, at the borough aforesaid,

INFORMATION.  
—

unlawfully absent himself from the service of the said employer without just cause or lawful excuse. And the said complainant, the employer, further says that the amount of compensation which he claims for the said breach and nonperformance of the said contract is 2*l.*, and he prays that the said employed may be summoned and adjudicated upon under section 9 of the Master and Servant Act, 1867.

G. WALKER.

Exhibited to and before me, the 26th  
day of January 1869, at the borough  
aforesaid.

SENTENCE. Defendant pleaded guilty, and was sentenced to three calendar months hard labour.

15th August 1871.

WILLIAMS and DONO.

INFORMA-  
TION.

Borough of  
Birmingham } THE Information and complaint of John Williams, of Cecil Street, in the said  
to wit. } borough of Birmingham, pearl worker, this day made before me, one of Her  
Majesty's justices of the peace in and for the said borough of Birmingham, against  
William Dono, of Farm Street, in the said borough; for that he the said William Dono,  
hereafter called the said employed, being the apprentice of the said John Williams, here-  
after called the said employer, in his trade or business of a pearl worker, under a certain  
contract of apprenticeship for a period now unexpired, did on the 7th day of August in  
the year of our Lord 1871, and from thence to the day of the date hereof, at the borough  
aforesaid, unlawfully absent himself from the service of the said employer without just  
cause or lawful excuse. And the said complainant, the employer, further says, that the  
amount of compensation which he claims for the said breach and nonperformance of the  
said contract is 10*s.*, and he prays that the said employed may be summoned and adjudi-  
cated upon under section 9 of the Master and Servant Act, 1867.

JOHN WILLIAMS.

Exhibited to and before me, the 12th  
day of August 1871 at the borough  
aforesaid.

SENTENCE. Defendant pleaded guilty, and was sentenced to three calendar months' imprisonment with hard labour.

4th June 1873.

BATTEIN and BAKER.

INFORMA-  
TION.

Borough of  
Birmingham } THE Information and complaint of Edward Butler, agent of Joseph Battein, of  
to wit. } Farm Street, in the said borough of Birmingham, black ornament maker, this  
day made before me, one of Her Majesty's justices of the peace in and for the said borough  
of Birmingham, against Joseph Baker of Farm Street, in the said borough; for that he  
the said Joseph Baker, hereafter called the said employed, being the apprentice of the said  
Joseph Battein, hereafter called the said employer, in his trade or business of a black orna-  
ment maker, under a certain contract of apprenticeship for a period now unexpired, did on  
the 20th day of May in the year of our Lord 1873, and from thence to the day of the date  
hereof, at the borough aforesaid, unlawfully absent himself from the service of the said  
employer without just cause or lawful excuse. And the said complainant, the employer,  
further says that the amount of compensation which he claims for the said breach and  
nonperformance of the said contract is 2*l.*, and he prays that the said employed may be  
summoned and adjudicated upon under section 9 of the Master and Servant Act, 1867.

EDWARD BUTLER.

Exhibited to and before me, the 24th  
day of May 1873, at the borough  
aforesaid.

SENTENCE. Defendant pleaded guilty, and was sentenced to six weeks' imprisonment with hard labour.

18th September 1873.

BROWETT and GODDARD.

Borough of Birmingham } THE Information and complaint of Jeremiah Falkner, agent of Jacob Bright  
to wit. } Browett and Thomas Griffiths, of Bradford Street, in the said borough of  
Birmingham, tin-plate workers and copartners, this day made before me, one of Her  
Majesty's justices of the peace in and for the said borough of Birmingham, against Reuben  
Goddard of the said borough; for that he the said Reuben Goddard, hereafter called the  
said employed, being the apprentice of the said Jacob Bright Browett and Thomas Griffiths,  
hereafter called the said employers, in his trade or business of a tin-plate worker under a  
certain contract of apprenticeship for a period now unexpired, did on the 11th day of Sep-  
tember in the year of our Lord 1873, and for divers other days and at times within three  
calendar months now last past at the borough aforesaid, unlawfully absent himself from the  
service of the said employer without just cause or lawful excuse. And the said com-  
plainant, the employer, further says that the amount of compensation which he claims for  
the said breach and nonperformance of the said contract is 4s., and he prays that the said  
employed may be summoned and adjudicated upon under section 9 of the Master and  
Servant Act, 1867.

INFORMA-  
TION.

J. FALKNER.

Exhibited to and before me, the 15th  
day of September 1873, at the  
borough aforesaid.

Defendant pleaded guilty, and was sentenced to six weeks' imprisonment with hard labour. SENTENCE.

WARWICKSHIRE.

WATTS and ADAMS.

Before the Justices for the Brailes and Kineton Sessions, 29th January 1873.

Richard Adams summoned for having on the 30th December 1872, at the parish of Kineton, in the county of Warwick, neglected to fulfil a certain contract as a servant in husbandry.

Ordered to return into service and to pay the costs, 10s.

WHIELDON and WALKER.

James Walker summoned for having on the 6th May 1872, at the parish of Chadshunt, absented himself from the service of complainant, a farmer, without just cause or lawful excuse.

	£	s.	d.
Penalty	-	-	0 3 0
Costs	-	-	0 11 0
			<u>0 14 0</u>

*Paid.*

In default, 14 days' hard labour.

WHIELDON and NASH.

Similar offence to the last mentioned on the same day.

	£	s.	d.
Penalty	-	-	0 3 0
Compensation	-	-	1 14 0
Costs	-	-	0 13 0
			<u>2 10 0</u>

*Paid.*

In default, two calendar months' hard labour.

## ALLETT and FALKNER.

10th July 1873.

Richard Falkner summoned for having on the 23rd July 1873, at the parish of Oxhill, in the county of Warwick, absented himself from the service of complainant (a farmer) without just cause or lawful excuse.

	£	s.	d.
Compensation	0	11	8
Costs	0	8	6
	1	0	2

Discharged from service.

## COOPER and REYNOLDS.

27th August 1873.

John Reynolds was summoned for having on the 4th August 1873, at the parish of Avon Dassett, neglected to fulfil a certain contract to saw timber.

	£	s.	d.
Compensation	1	10	0
Costs	0	14	0
	2	4	0

*Paid.*

In default, one calendar month with hard labour.

## COOPER and COX.

William Cooper was summoned for having on the 4th August 1873, at the parish of Avon Dassett, neglected to fulfil a certain contract to saw timber.

	£	s.	d.
To pay costs	0	8	6

*Paid.*

[Note.—No notes of the evidence, at the hearing, existed in any of the above cases.]

## WILTSHIRE (SALISBURY AND AMESBURY).

## PINNIGER and TARGETT.

Wilts. } THE Information and complaint of John Pinniger, of Coombe Bissett, in the  
to wit. } county of Wilts, farmer, this day made before me, the undersigned, one of Her  
Majesty's justices of the peace in and for the said county, against Andrew Targett, of  
Coombe Bissett aforesaid, labourer; for that the said Andrew Targett (herein-after called  
the said employed), being the servant of the said John Pinniger (herein-after called the  
said employer) in his trade or business of a farmer, under a certain contract of service for a  
period now unexpired, did on the 11th day of April instant, unlawfully absent himself  
from the service of his said employer without just cause or lawful excuse. And the said  
complainant, the said employer, further prays that the said employed may be summoned  
and adjudicated upon section under 9 of "The Master and Servant Act, 1867."

JOHN PINNIGER.

Exhibited to and before me, the 12th  
day of April, in the year of our Lord  
1870, at New Sarum.

W. A. HEATHCOTE.

Re-exhibited before us at New Sarum,  
this 26th day of April 1870.

RADNOR.

JAMES HUSSEY.

26th April 1870.

Defendant appeared; pleaded Not Guilty.  
No note of evidence.

Defendant convicted, and sentenced to two calendar months' imprisonment with hard labour.

Wilts } Be it remembered, that on the 26th day of April in the year of our Lord 1870,  
to wit. } at New Sarum, in the said county, Andrew Targett is convicted before the un-  
dersigned, two of Her Majesty's justices of the peace for the said county; for that he the  
said Andrew Targett, being the servant of one John Pinniger in his trade or business  
of a farmer, under a certain contract of service for a period now unexpired, did on the 11th  
day of April instant, at the parish of Coombe Bissett, in the said county, unlawfully  
absent himself from the service of his said employer without just cause or lawful excuse.  
And we adjudge the said Andrew Targett for his said offence to be imprisoned in the  
house of correction at Devizes, in the said county, and there to be kept to hard labour for  
the space of two calendar months.

Given under our hands and seals, the day and year first above mentioned, at New  
Sarum, in the county aforesaid.

RADNOR. (L.S.)  
JAMES HUSSEY. (L.S.)

I certify the above to be a true copy of  
the conviction of Andrew Targett,  
kept by me among the records of the  
court of general quarter sessions of  
the peace of the county of Wilts.

WM. C. MERRIMAN.

Clerk of the peace of the county of Wilts.

#### LYWOOD and PERRIT.

To the Constables of Maddington and to all other Peace Officers in the said County  
of Wilts.

Wilts } WHEREAS Information hath this day been laid before the undersigned, one of  
to wit. } Her Majesty's justices of the peace in and for the said county of Wilts; for  
that William Perrit on the 7th day of April in the year of our Lord 1868, at the parish  
of Maddington, in the county of Wilts, did absent himself from his occupation as  
shepherd, he being a yearly servant in the service of Mr. Edwin Lywood, of the parish of  
Maddington. And oath being now made before me, substantiating the matter of such  
Information.

SUMMONS.

These are therefore to command you, in Her Majesty's name, forthwith to apprehend  
the said William Perrit, and to bring before some one or more of Her Majesty's justices  
of the peace in and for the said county to answer to the said Information, and to be  
further dealt with according to law.

Given under my hand and seal, this 11th day of April in the year of our Lord 1868,  
at Orcheston, in the county aforesaid.

G. P. LOWTHER.

Taken before us at New Sarum, this  
14th day of April 1868.

FOLKESTONE.

W. A. HEATHCOTE.

Defendant was remanded to appear at Salisbury on the 14th April.

He appeared, pleaded Guilty, and was sentenced to one calendar month's imprisonment  
with hard labour.

Wilts } Be it remembered, that on the 14th day of April in the year of our Lord 1868,  
to wit. } at New Sarum, in the said county, William Perrit is convicted before the  
undersigned, two of Her Majesty's justices of the peace for the said county; for that he  
the said William Perrit, on the 7th day of April instant, at the parish of Maddington, in  
the said county, being the servant of Henry Bennett, in his trade or business of a farmer  
under a certain contract of service for a period then unexpired, was then and there guilty  
of misconduct in such service, by absenting himself therefrom without the consent of the  
said Henry Bennett, and without any reasonable excuse; and it appearing to us the said  
justices that the said misconduct is one of an aggravated character, and not having arisen  
or been committed in the bona fide exercise of a legal right existing, or bona fide and  
reasonably supposed to exist, do, by virtue of "The Master and Servant Act, 1867,"  
adjudge the said William Perrit for his said offence to be imprisoned in the house of

corection, at Fisherton Anger, in the said county, and there to be kept to hard labour for the space of one calendar month.

Given under our hands and seals the day and year first above mentioned, at New Sarum, in the county aforesaid.

FOLKESTONE. (L.S.)  
W. A. HEATHCOTE. (L.S.)

I certify the above to be a true copy of the conviction of William Perrit, kept by me among the records of the court of general quarter sessions of the peace of the county of Wilts.

WM. C. MERRIMAN.

Clerk of the peace of the county of Wilts.

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WILTSHIRE (PEWSEY).

JOLLIFFE and GODDARD.

INFORMA-  
TION.

Wilts } THE Information and complaint of John Jolliffe, of Haxon, in the parish of  
to wit. } Fittleton, Wilts, grocer and draper, taken this 20th day of May in the year  
of our Lord 1869, before the undersigned, one of Her Majesty's justices of the peace in  
and for the said county of Wilts.

Who saith that on the 5th day of May instant, Abraham Goddard, then being an apprentice to the said John Jolliffe in his trade of a grocer and draper, upon whose binding out no larger sum than 25*l.*, to wit, 15*l.* only was contracted to be paid, and being then and there employed as such apprentice at the said parish of Fittleton, was then and there in the service of his said apprenticeship guilty of a certain misdemeanour, by then and there absconding from the said John Jolliffe's service without just cause or lawful excuse, contrary to the Statute in such case made and provided. And this informant prayeth that the said Abraham Goddard may be summoned to answer the said charge and be further dealt with according to law.

JOHN JOLLIFFE.

E. DYKE POORE.

26th November 1869.

EVIDENCE.

Complainant sworn:—Baker and shopkeeper at Fittleton. Defendant was apprenticed to me by Broad Town Charity. I produce indentures. On 5th May last I took defendant with me in my cart as far as Woodbridge Gate. I left him there, and he had to call on some of my customers with his pack and sell tea and draperies. I left him between 10 and 11 o'clock. I returned home about a  $\frac{1}{4}$  past 8 o'clock and the boy had not returned to my knowledge until this day. I have not seen him since I put him down at Woodbridge Gate. The next day his pack was brought into our house. My charge against him is for absenting himself from my service. I should like to have the indentures cancelled.

*Defence.*

I was very uncomfortable and I left. I was afraid to write home in case I should have to live with him again.

Convicted and sentenced to three calendar months' imprisonment at Devizes, with hard labour.

CHILD and KING.

Everley, 28th August 1868.

EVIDENCE.

Complainant sworn:—Lives at Longbottom Farm in the parish of Chute Forest. Defendant came in June and asked for work. I said I would take him on and keep him till after harvest at the usual day wages. He entered on the work and I paid him till



the 18th July. On 20th July he entered on a piece of work and left without my consent, and has never returned. I have been put to great inconvenience.

*Defence.*

"I was too unwell to go on."

Convicted and sentenced to 21 days' imprisonment, with hard labour, at Fisherton.

SENTENCE.

[*Note.*—In this case the Information could not be found.]

POWELL and SAUNDERS.

Wilts } THE Information and complaint of John Thomas Powell, of Easton, Wilts,  
to wit. } this day made before me, the Rev. John Henry Gale, one of Her Majesty's justices of the peace in and for the said county, against James Saunders, of Easton aforesaid, labourer; for that the said James Saunders (herein-after called the said employed), being the servant in husbandry of the said John Thomas Powell (herein-after called the said employer), in his trade or business of a farmer, under a certain contract of service for a period now unexpired, did leave the service of the said employer before the term he had contracted for was completed on the 22nd day of June instant. And the said complainant, the said employer, further says that the amount of compensation which he claims for the said breach and nonperformance of the said contract is the sum of 3s. 4d., and he prays that the said employed may be summoned and adjudicated upon under section 9 of "The Master and Servant Act, 1867."

INFORMA-  
TION.

JOHN THOMAS POWELL.

Exhibited to and before me, the 24th day of June in the year of our Lord 1872, at Pewsey, in the said county,

J. HENRY GALE.

Everley, 28th June 1872.

Complainant sworn:—Farmer at Easton. Hired defendant as under-shepherd at Michaelmas last for a year; 9s. a week, and double pay for a month at harvest. He entered on his work. I paid him on 21st. He did not come to work last Saturday. He did not say anything to me about leaving. He has not been back to my service since. I had to hire a fresh man in his place at higher wages. I claim 3s. 4d. compensation up to the time of granting the summons.

EVIDENCE.

*Defence.*

"I was enticed by three others and went to Bath."

Convicted and sentenced to one calendar month's imprisonment at Devizes, with hard labour.

SENTENCE.

HANCOCK and WEBB.

Wilts } THE Information and complaint of Robert Hancock, of Rainscomb, in the parish  
to wit. } of North Newton and Hilcott, in the said county, farmer, this day made before me the Rev. John Henry Gale, one of Her Majesty's justices of the peace in and for the said county, against James Webb, of the same place, labourer; for that the said James Webb (herein-after called the said employed), being the servant in husbandry of the said Robert Hancock (herein-after called the said employer) in his trade or business of a farmer, under a certain contract of service for a period now unexpired, did on the 15th and 16th days of June instant at Rainscomb, in the said parish of North Newton and Hilcott, unlawfully absent himself from the service of the said Robert Hancock without just cause or lawful excuse. And the said complainant, the said employer, prays that the said employed may be summoned and adjudicated upon under section 9 of "The Master and Servant Act, 1867."

INFORMA-  
TION.

J. HENRY GALE.

Exhibited to and before me, the 20th day of June in the year of our Lord 1870, at Milton,

ROBERT HANCOCK.

Pewsey, 8th July 1870.

## EVIDENCE.

Robert Hancock sworn :—I manage my father's farm at Rainscomb. Defendant was hired as yearly servant at Michaelmas last at 10s. per week, varying according to men's wages in North Newnton. He entered on his service (written agreement produced and read). On 15th and 16th June he never came to work at all. A part of his work was to look after the horses. He came on 17th and left again on the following Monday. Last Monday he returned to his work. I put some one else on to do his work.

*Defence.*

None.

## SENTENCE.

Convicted and sentenced to 21 days' imprisonment, with hard labour, at Devizes.

## CARTER and GALE.

INFORMA-  
TION.

Wilts } THE Information and complaint of William Carter, of Stowell, in the parish of  
to wit. } Wilcott, in the county of Wilts, farmer, this day made before me, the Rev. John Henry Gale, one of Her Majesty's justices of the peace in and for the said county, against Henry Gale, of Oare, in the said parish of Wilcott, under shepherd; for that the said Henry Gale the younger (herein-after called the said employed), being the servant in husbandry of the said William Carter (herein-after called the said employer), under a certain contract of service for a period now unexpired, did on the 3rd and 4th days of May instant, at Stowell, in the said parish of Wilcott, unlawfully absent himself from the service of the said William Carter (the employer), without just cause or lawful excuse, contrary to the Statute in such case made and provided. And the said complainant, the said employer, prays that the said employed may be summoned and adjudicated upon under section 9 of "The Master and Servant Act, 1867."

WM. CARTER.

Exhibited to and before me, the 8th day of May in the year of our Lord 1869, at Milton, in the said county,

J. HENRY GALE.

Pewsey, 14th May 1869.

## EVIDENCE.

Complainant sworn :—Farmer at Stowell, Wilcott. Hired defendant last Michaelmas, at 6s. 6d. per week to Lady Day, and 7s. 6d. from thence to Michaelmas, and 50s. over at Michaelmas, as under shepherd. He entered on his work, and has continued till the present time. On 3rd May he put his sheep in the fold about 10 o'clock in the morning, and left, and did not come back again all day. He ought to have been there between 1 and 2 o'clock. He had no leave. On 4th May he did the same. The sheep ought to have been on the Down. I sent a man up to take them out on the Down.

Wm. Carter, jun., sworn :—Son of complainant. Went to the sheep on 3rd May and saw the sheep folded. On 4th I went again about 4 o'clock, and the sheep were in the fold, and a man came by my father's orders and took them out on the Down. They ought to have been out on the Down before, and defendant with them.

*Defence.*

"I had a good character before."

## SENTENCE.

Convicted and sentenced to one calendar month's imprisonment, with hard labour, at Devizes.

## BROWNE and MUNDAY.

INFORMA-  
TION.

Wilts } THE Information and complaint of Walter George Browne, of Pewsey, Wilts,  
to wit. } farmer, this day made before me, the Rev. John Henry Gale, one of Her Majesty's justices of the peace in and for the said county, against William Munday, of Pewsey, Wilts, labourer; for that the said William Munday (herein-after called the said employed), being the servant in husbandry of the said Walter George Browne (herein-after called the said employer), in his trade or business of a farmer, under a certain contract of service for a period now unexpired, did on the 22nd day of April last, at the said parish of Pewsey, unlawfully leave the service of his said employer without just cause or lawful excuse. And the said complainant, the said employer, prays that the

said employed may be summoned and adjudicated upon under section 9 of "The Master and Servant Act, 1867."

W. G. BROWNE.

Exhibited to and before me, the 7th day of May in the year of our Lord 1872, at Pewsey,

J. HENRY GALE.

Pewsey, 10th May 1872.

Complainant sworn:—Timber merchant at Pewsey. Defendant has been several years in my employ. At Michaelmas 1870 I agreed to give defendant 9s. per week, and 30s. over at Michaelmas, and he was to serve for a year: At Michaelmas 1871. He agreed to go as before, and he continued to serve till the month of April. On 14th of that month he left; he has not since returned. He was hired as carter. During the winter I gave him 1s. a week more as I had several pigs fattening. When the pigs were gone I did not rise him, although the other men were risen. I considered that the extra work was over. He is still away from work.

EVIDENCE.

Stephen Spaehman, sworn:—Foreman to Mr. Browne. Defendant in master's employ. I have paid him his wages since he has been there. The pay night was on 13th April He came on the following day (Sunday). He left. I did not work on 15th. I heard my master tell him to go to the horses, but he refused; he has not since returned.

*Defence.*

Nil.

Convicted and sentenced to 21 days' imprisonment, with hard labour, at Devizes.

SENTENCE.

COOKE and PLANK, NORRIS, LAWRENCE and AMOR.

Wilts } The Information and complaint of George Cooke, of Southcott, in the parish  
to wit. } of Pewsey, in the county of Wilts, this day made before me the Rev. John Henry Gale, one of Her Majesty's justices of the peace in and for the said county, against Edward Plank, Emanuel Norris, George Lawrence, and Reuben Amor, all of Pewsey, in the said county, labourers; for that the said Edward Plank, Emanuel Norris, George Lawrence, and Reuben Amor (herein-after called the said employed), being the servants in husbandry of the said George Cooke (herein-after called the said employer), under a certain contract of service for a period now unexpired, a certain question, difference, and dispute has arisen between the said George Cooke (the employer) and the said Edward Plank, Emanuel Norris, George Lawrence, and Reuben Amor (the employed), touching certain misconduct which they the said Edward Plank, Emanuel Norris, George Lawrence, and Reuben Amor were guilty of in neglecting to attend to their work and disobeying the lawful orders of the said George Cooke (the employer), at the parish of Pewsey, in the said county, on the 10th day of August instant, contrary to the Statute in such case made and provided. And the said complainant, the said employer, prays that the said employed may be summoned and adjudicated upon under section 9 of "The Master and Servant Act, 1867."

INFORMATION.

GEORGE COOKE.

Exhibited to and before me, the 11th day of August in the year of our Lord 1868, at Milton, in the said county,

J. HENRY GALE.

14th August 1868.

Complainant sworn:—I am a farmer at Pewsey. Four defendants were in my employ. All hired on 10th August last; weekly servants. They were making a barley rick. I went to the men about 5 o'clock. They were all lying down. Went at half-past 6. Plank said he should do no more. They all put their clothes on a little before 7. I

EVIDENCE.

would not do any more that evening. There were three loads of corn to be put on the rick, and it took half a day the next day to rick these three loads.

*Defence.*

Edward Plank admits leaving at half-past 7.  
Emanuel Norris, the same.  
George Lawrence, the same.  
Reuben Amor, the same.

**SENTENCE.** Convicted and sentenced to 14 days' imprisonment at Devizes, with hard labour.

COOK and CANN.

**INFORMA-** Wilts } THE information and complaint of George Cook, of Pewsey, Wilts, farmer,  
**TION.** to wit. } this day made before me the Rev. John Henry Gale, one of Her Majesty's  
justices of the peace, in and for the said county, against Charles Cann, of Pewsey,  
Wilts, labourer; for that the said Charles Cann (herein-after called the said employed),  
being the servant in husbandry of the said George Cook (herein-after called the said  
employer) in his trade or business of a farmer, under a certain contract of service for a  
period now unexpired, did on the 25th day of March instant, at the said parish of Pewsey,  
unlawfully leave the service of the said George Cook without just cause or lawful  
excuse, contrary to the Statute in such case made and provided. And the said com-  
plainant, the said employer, prays that the said employed may be summoned and adjudi-  
cated upon under section 9 of "The Master and Servant Act, 1867."

GEO. COOK.

Exhibited to and before me, the 26th  
day of March in the year of our Lord  
1872, at Milton, in the said county,

J. HENRY GALE.

Everley, 27th March 1872.

**EVIDENCE.** Complainant sworn:—Farmer at Pewsey. I agreed with defendant last Michaelmas to serve me for a year as shepherd and do other work. He entered on his service, and served me till the 25th inst. He had charge of about 150 ewes and lambs. He came and took some corn for the lambs. I went to the sheep and found no one with them. They had been turned into a patch of turnips, and I sent a man to look after them. Defendant did not return till next morning at half-past 7 o'clock.

*Defence.*

Nil.

**SENTENCE.** Convicted and sentenced to 14 days' imprisonment, with hard labour, at Devizes.

WORCESTER.

WILLIAMSON and WHITTINGHAM.

In reply to a letter written by the direction of the Commissioners to Mr. Woof, the clerk to the justices for the city of Worcester, requiring information respecting this case, it is stated that no depositions are taken at Worcester in summary cases, and the following statement is given in relation to the case.

"I beg to say that the case which occurred in 1870 was against a man named David Whittingham, who engaged himself for six months to a Mr. Williamson, of Worcester, as a tin-plate worker. He stayed a short time, during which he borrowed 6*l.* from his employer, as he said, to bring his wife, family, and furniture to Worcester. He left Worcester and did not return; he was traced to Wolverhampton, and found at work

at a manufactory, where it transpired that he had entered into a similar agreement, the term of which had not expired when he went to Worcester."

The magistrates considered that the case came under the 14th section as "aggravated misconduct," and sentenced him to three calendar months' imprisonment, with hard labour.

The clerk adds, that complaints between masters and servants are of rare occurrence at Worcester, and the few that have arisen, with the exception of the above case, have been amicably arranged.

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## WORCESTERSHIRE (KIDDERMINSTER).

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### DANGERFIELD V. BRADLEY.

Convicted, 8th day of November 1867.

THAT the said Henry Dangerfield, hereafter called the employed, on the 4th day of November 1867, at the said borough of Kidderminster, being the workman of the said Frederick Bradley, hereafter called the employer, in his trade or business of an iron-founder, under a certain contract of service for a period unexpired. That the said employer did unlawfully on the said day refuse and neglect to fulfil the said contract. And the said employed further says that the amount of compensation he claims for the said breach and nonperformance of the said contract is the sum of 1*l.* 12*s.*, and he prays that the said employer may be summoned and adjudicated upon under section 9 of the Master and Servant Act, 1867.

INFORMA-  
TION.

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*Henry Dangerfield*, sworn, says:—I was engaged as a foreman in defendant's foundry about eight months ago, at 3*s.* a week, payable weekly. No notice was agreed upon. On Saturday last I was paid my last week's wages. On Monday morning last defendant gave me a week's notice to leave his employ, which I accepted. I continued working until 2 o'clock the same day, when defendant sent for me and offered to pay me for what I had done on the Saturday and Monday; the week ends on Friday. Defendant said I had insulted his manager. I refused the money and said I should expect my week's wages. He told me to go off the ground.

EVIDENCE.

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Defendant stated that the custom of his shop was to give notice at any time, that is to discharge at any time upon paying up to the period.

*James Coates*, sworn, says:—I am clerk to defendant. I know complainant; he was foreman in defendant's employ. Defendant gave complainant notice on Monday morning last. About half-past 9 defendant told complainant his work was not satisfactory. About 11 o'clock in the morning defendant said he would knock my b——d head off. I reported that to Mr. Bradley. Complainant cursed and swore at me. I was in the office about 1 o'clock, when defendant called complainant in to the office and told him about abusing me, and discharged him, offering to pay him his wages.

Ordered to pay 1*l.* 12*s.* and costs.

SENTENCE.

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### WILLIS V. PAYNE.

Convicted, 23rd July 1869.

THAT on the 10th day of July 1869, at the borough of Kidderminster aforesaid, one Selina Payne (hereafter called the employed), then being employed by the said employer in the capacity of a reeler, in his trade or business of a rug manufacturer, from week to week, subject to a week's notice from either the said employer or the said employed to determine the same, did absent herself from the service of the said employer without good cause, and without just or lawful excuse. And the said employer claims as compensation from the said employed the sum of 8*s.*, and prays that the said employed may be summoned and adjudicated upon under the Masters and Servants Act, 1867.

INFORMA-  
TION.

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*William Adam*, sworn, says:—I live at Leswell Place, and am in the employ of Mr. Willis. Two or three years ago defendant was engaged to be employed as a reeler in

EVIDENCE.

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rug manufactory. About a year ago a notice was put up stating that a week's notice was required before leaving. Defendant's was a weekly engagement.

For defendant.

*Elizabeth Payne*, sworn, says:—I live in Bromsgrove Street. I went with my sister to Mr. Adam to ask him if he had given her money to any one. Mr. Adam said, if I wanted to get shut of you I should have to give you a week's pay or a week's notice. My sister took a shilling out of her purse and offered it Mr. Adam. Mr. Adam said he had her money in his pocket.

SENTENCE. Convicted, penalty 6*d.* and costs.

WEBB V. WATTS.

Convicted 1st July 1870.

INFORMATION.

THAT one George Henry Watts, on the 14th day of June 1870, at the said borough of Kidderminster, then being an apprentice to this complainant, in his trade or business of a cabinet-maker, upon whose binding a premium of 10*l.* was paid, and then being employed as such apprentice, was then and there, in the service of his said apprenticeship, guilty of certain misconduct and misbehaviour by then and there absenting himself from the service of this complainant, without his consent and without just or lawful excuse, and to which said service the said George Henry Watts hath not since returned; and the said complainant therefore prays that the said George Henry Watts may be summoned and adjudicated upon under the Masters and Servants Act, 1867.

EVIDENCE.

*James Watkins Webb*, sworn, says:—I live in Coventry Street, and am a cabinet-maker. Defendant has been my apprentice since 21st May 1869. I produce indenture from Old Sumford Hospital. I gave him holiday the Saturday before Whitsuntide, until the following Tuesday evening, but he has not since returned to his work. I saw him at Dudley, and requested him to come to his work, but he refused. He has been summoned, but did not appear before the justices.

Cross-examined by Mr. Saunders, jun.

I have boxed his ears more than once when he has done anything very stupid or neglected his work. Indenture expires 4th February 1876.

SENTENCE.

Ordered to fulfil contract and pay costs.

TURTON V. WINWOOD.

Convicted 5th May 1871.

INFORMATION.

THAT one John Winwood (hereafter called the employed), on the 25th day of April 1871, at the borough of Kidderminster aforesaid, then being employed by the said employer in his trade or business of an ironfounder, under a contract of service from week to week, determinable by a week's notice from either the said employer or the said employed, was then and there guilty of certain misbehaviour and misconduct, by then and there absenting himself from the service of the said employer, without his consent and without just or lawful excuse, and has not since returned thereto, and the said employer claims as compensation for such misconduct and misbehaviour the sum of 1*l.*, and prays that the said employed may be summoned and adjudicated upon under the Masters and Servants Act, 1867.

EVIDENCE.

*John Turton*, sworn:—I am an ironfounder in Kidderminster. Defendant is my servant from week to week. It is a rule in the trade to give a week's notice to quit. On Tuesday week last he absented himself. He had taken his tools on the previous Monday evening. On the Tuesday morning he was asked to do certain work within the scope of his duty. He refused, and went away from the place, and has not since returned. I have sustained damage to the amount of 1*l.* He was paid wages up to the previous Saturday night.

## Cross-examined by Defendant.

My workman Bale had no authority to send you away. It was your duty to make cores.

Ordered to pay 10s. compensation and costs.

SENTENCE.

## ROWLEY v. WYER.

Convicted 23rd January 1874.

THAT on the 12th day of January 1874, at the borough of Kidderminster aforesaid one Charles Wyer (hereafter called the employed), then being employed by the said employer in the capacity of a labourer under a certain contract of service, from week to week, subject to a week's notice from either the said employer or the said employed to determine the same, was on the said day guilty of certain misbehaviour and misconduct by absenting himself from the service of the said employer without notice and without just or lawful excuse, and has not since returned thereto; and the said employer claims as compensation for such misbehaviour and misconduct the sum of 10s., and prays that the said employed may be summoned and adjudicated upon under the "Masters and Servants Act, 1867."

INFORMA-  
TION.

*Benjamin Rowley*, sworn, says:—Six months ago I engaged defendant as a labourer; 18s. a week, work or play. A week's notice to be given on each side. He commenced work on 12th January (Monday). He left between breakfast and dinner, and went to work for somebody else. On the previous Saturday I had given a week's notice to him to quit. I have sustained damage to more than 10s. That is the amount I claim.

EVIDENCE.

Ordered to pay 10s. compensation and costs.

SENTENCE.

## TURTON and WRIGHT.

Convicted 17th April 1874.

THAT on the 13th day of April 1874 at the borough of Kidderminster aforesaid, one William Wright (hereafter called the employed), then being employed by the said employer in the capacity of a "dresser in an iron foundry," under a certain contract of service from week to week, subject to a week's notice from either the said employer or the said employed, to determine the same, was on the said day guilty of certain misbehaviour and misconduct by absenting himself from the service of the said employer without notice, and without just or lawful excuse, and has not since returned thereto. And the said employer claims as compensation for such misbehaviour and misconduct the sum of 10s., and prays that the said employed may be summoned and adjudicated upon under the "Masters and Servants Act, 1867."

INFORMA-  
TION.

*John Turton*, sworn, says:—I am an ironfounder. The defendant has been in my employ on and off for years. Paid by the day. The terms were a week's notice to leave on either side. Defendant worked until last Saturday, and absented himself on Monday last. On Saturday he said to me, a man being with him, Here's a man, you'd better give him a job, for I have got a better.

EVIDENCE.

Cross-examined by Mr. Saunders, junr.

One man is gone to Bradley and Co., the other, I think, to my brother. The defendant originally worked for my brother. I pay my men by the hour, if they make it extra I pay them by the week. I do not employ men by the hour. I never turned off a regular man at a moment's notice. I have turned off a man at a moment's notice when he has misconducted himself.

Defendant.

*William Wright*, sworn, says:—I am defendant. I am a cupola man and dresser, and lately in the employ of Mr. Turton. I entered his service last November. Previously employed by Mr. Wm. Turton. I left him because complainant asked me if I would go back and work for him. Defendant said he would give me full employment. There was no agreement for notice either way. I was paid by the hour. I am now on the same

terms with Mr. Wm. Turton. On the 13th of April defendant paid me for 35 hours 13s. 7d., at 4½d an hour. I could leave Mr. W. Turton at any time, and he could discharge me. I don't think it is usual to work by the hour.

Cross-examined by complainant.

The last time I left you I didn't give you a week's notice.

Re-examined by Mr. Saunders, junr.

Defendant has turned men off at a minute's notice. He did a man named Corfield.

**SENTENCE.** Ordered to pay 10s. compensation and costs.

### TURTON V. COOK.

Convicted 24th April 1874.

**INFORMATION.**

THAT on the 13th day of April 1874, at the borough of Kidderminster aforesaid, one Thomas Cook (hereafter called the employed), then being employed by the said employer in the capacity of an "iron moulder," under a certain contract of service from week to week, subject to a week's notice from either the said employer or the said employed, to determine the same, was on the said day guilty of certain misbehaviour and misconduct by absenting himself from the service of the said employer without notice, and without just or lawful excuse, and has not since returned thereto. And the said employer claims as compensation for such misbehaviour and misconduct the sum of 10s., and prays that the said employed may be summoned and adjudicated upon under the Masters and Servants Act, 1867.

**EVIDENCE.**

*John Turton*, sworn:—I engaged the defendant in the month of August 1871 as an iron moulder, as a weekly servant. A week's notice to be given on either side, which is the custom of the trade. His wages were 36s. per week and paid weekly. Defendant was paid his wages up to Saturday the 11th instant. He did not give me any notice of his intention or wish to leave. He did not return to his service on the Monday as he should have done. I have suffered damage by the defendant not coming into his service again to the amount of 10s.

Examined by defendant.

The defendant was engaged by the week. I did not get you from any other place. Our engagement was from week to week. He was engaged at 26s. per week. If he made an extra hour I should pay defendant for it.

**SENTENCE.** Ordered to pay 10s. and costs.

### YORKSHIRE (WHITBY).

HUTHWAITE and MIDDLETON:

**INFORMATION.**

North Riding of Yorkshire to wit. } THE Information and complaint of Benjamin Huthwaite, of the township of Ruswarp, in the North Riding of the county of York, jet ornament manufacturer, by George Barnard, his duly authorised agent in this behalf, this day made before me, the undersigned, one of Her Majesty's justices of the peace in and for the said Riding, against Robert Middleton, of the township of Whitby, in the said Riding, jet worker; for that Robert Middleton, of the township of Whitby aforesaid (hereafter called the said employed), being the apprentice of the said Benjamin Huthwaite, of the township of Ruswarp aforesaid (hereafter called the said employer), in his trade or business of a jet ornament manufacturer, under a certain indenture of apprenticeship for a period now unexpired on the 27th day of March in the year of our Lord 1871, at the township of Ruswarp, in the said Riding, did unlawfully absent himself from the service of the said employer without just cause or lawful excuse. And the said com-



plainant, the employer, prays that the said employed may be summoned and adjudicated upon under section 14 of the Master and Servant Act, 1867.

GEORGE BARNARD.

Exhibited to and before me the 29th day of March 1871, at Whitby, in the Riding aforesaid.

ED. CORNER.

Case heard on the 15th April 1871, before John Chapman and Edmund H. Turton, Esquires.

Defendant pleaded guilty, and was sentenced to 42 days' imprisonment, with hard labour. SENTENCE.

TURNBULL and PEARSON.

North Riding of Yorkshire } THE Information and complaint of Thomas Turnbull the elder, of the township of Hawsker-cum-Stainsacre, in the North Riding of the county of York, shipbuilder, by John Turnbull, his duly authorised agent in this behalf, this day made before me, the undersigned, one of Her Majesty's justices of the peace in and for the said Riding, against James Pearson, of the township of Whitby, in the said Riding, ship-smith; for that James Pearson, of the township of Whitby aforesaid (hereafter called the said employed), being the apprentice of the said Thomas Turnbull the elder, of the township of Hawsker-cum-Stainsacre aforesaid (hereafter called the said employer), in his trade or business of a shipbuilder, under a certain indenture of apprenticeship for a period now unexpired on the 31st day of May in the year of our Lord 1871, at the township of Hawsker-cum-Stainsacre, in the said Riding, did unlawfully absent himself from the service of his said employer without just cause or lawful excuse, contrary to the form of the Statute in such case made and provided. And the said complainant, the employer, prays that the said employed may be summoned and adjudicated upon under section 9 of the Master and Servant Act, 1867, and ordered to fulfil the said contract.

INFORMATION.

JOHN TURNBULL.

Exhibited to and before me the 5th day of June 1871, at Whitby, in the Riding aforesaid.

J. CHAPMAN.

Case was heard on the 10th June 1871, before J. Chapman, C. Richardson, G. J. Watson Farsyde, Charles Bagnall, and Edward Corner, Esquires.

Defendant pleaded guilty, and was sentenced to 21 days' hard labour.

SENTENCE.

COWENS and BIELBY.

North Riding of Yorkshire } THE Information and complaint of George Cowens of the township of Whitby, in the North Riding of the county of York, blacksmith, this day made before me, the undersigned, one of Her Majesty's justices of the peace in and for the said Riding, against Joseph Bielby, of the township of Whitby, in the said Riding, blacksmith; for that Joseph Bielby, of the township of Whitby aforesaid (hereafter called the said employed), being the servant of the said George Cowens, of the township of Whitby aforesaid (hereafter called the said employer), in his trade or business of a blacksmith under a certain indenture of apprenticeship for a period now unexpired on the 15th day of July instant, at the township of Whitby aforesaid, did unlawfully absent himself from the service of the said employer without just cause or lawful excuse. And the said complainant, the employer, prays that the said employed may be summoned and adjudicated upon under section 9 of the Master and Servant Act, 1867.

INFORMATION.

GEORGE COWENS.

Exhibited to and before me the 20th day of July 1872, at Whitby, in the Riding aforesaid.

ED. H. TURTON.

Heard on 29th July 1872 before Edward Corner, Esq., and decision adjourned to 30th. On 30th July 1872, heard before Edmund H. Turton, Arthur W. English, and Edward Corner, Esquires.

**SENTENCE.** Defendant pleaded guilty, and the sentence was one calendar month's imprisonment with hard labour.

[*Note.*—The clerk of the sessions states that the summonses in these three last stated cases have been destroyed; and “that it is not the practice to take down in writing the “evidence on information under the summary jurisdiction, unless required by the Statute, “or in cases of doubt or moment.”]

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YORKSHIRE (SKIPTON).

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BRACEWELL and LOWE.

**INFORMA-  
TION.**

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West Riding  
of the  
County of York  
to wit.

BE it remembered, that on the 30th day of September in the year of our Lord 1871, at Skipton, in the said Riding, George Wellock, of Barnoldswick in the said Riding, overlooker, &c. (on behalf of William Bracewell herein-after named) personally cometh before me, the undersigned, one of Her Majesty's justices of the peace in and for the said Riding, and informeth me that William Lowe, of the township of Barnoldswick in the said Riding, factory operative, hereafter called the said employed, within the space of three calendar months last past to wit, on the 18th day of September instant, at Barnoldswick aforesaid, being then and there the servant of William Bracewell, of Barnoldswick aforesaid, cotton spinner, hereafter called the said employer, in his trade or business of a cotton spinner under a certain contract of service for a period now unexpired, did neglect, and has ever since neglected, to fulfil the said contract, and has absented himself from the service of the said employer without just cause or lawful excuse, contrary to the form of the Statute in such case made and provided; wherefore the said employer by his said agent further says, that the remedy which he claims for the said breach and nonperformance of the said contract is that the said employed shall fulfil the said contract, and prays that the said employed may be summoned to appear before some two of Her Majesty's justices of the peace for the said Riding, and answer the premises, and be adjudicated upon under sections 9 and 14 of the Master and Servant Act, 1867.

(Signed) GEORGE WELLOCK.

Sworn before me the day and year  
first above mentioned, at Skipton,  
in the said Riding.

(Signed) T. HASTINGS INGHAM.

**SENTENCE.** Defendant was convicted, and sentenced to one calendar month's imprisonment with hard labour.

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BRACEWELL and AITKIN.

**INFORMA-  
TION.**

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West Riding  
of the  
County of York  
to wit.

BE it remembered, that on the 30th day of September in the year of our Lord 1871, at Skipton, in the said Riding, George Wellock, of Barnoldswick, in the said Riding, overlooker, &c. (on behalf of William Bracewell herein-after named), personally cometh before me, the undersigned, one of Her Majesty's justices of the peace in and for the said Riding, and informeth me that Alexander Aitkin, of the township of Barnoldswick, in the said Riding, factory apprentice, hereafter called the said employed, within the space of three calendar months last past to wit, on the 18th day of September instant, at Barnoldswick aforesaid, being then and there the apprentice of William Bracewell, of Barnoldswick aforesaid, cotton spinner, hereafter called the said employer, in his trade or business of a cotton spinner, under a certain contract of apprenticeship for a period now unexpired, did neglect, and has ever since neglected, to fulfil the said contract, and has absented himself from the service of the said employer without just cause or lawful excuse, contrary to the form and Statute in such case made and provided; wherefore the said employer by his said agent further says, that the remedy which he claims for the said breach and nonperformance of the said contract is that the said employed shall fulfil and find sureties for the fulfilment of the said contract, and prays that the said employed may be summoned to appear before some two of Her Majesty's

justices of the peace for the said Riding, and answer the premises, and be adjudicated upon under sections 9 and 14 of the Master and Servant Act, 1867.

(Signed) GEORGE WELLOCK.

Sworn before me the day and year first  
above mentioned, at Skipton, in the  
said Riding.

(Signed) J. HASTINGS INGHAM.

In this case defendant was convicted, and sentenced to one calendar month's imprisonment with hard labour.

SENTENCE.

#### SMALPAGE and BERRY.

West Riding  
of the  
County of York  
to wit. } BE it remembered, that on the 29th day of November in the year of our  
Lord 1871, at Skipton, in the said Riding, Nathan Smalpage, of Colne,  
in county of Lancaster, cotton manufacturer, personally cometh before  
me, the undersigned, one of Her Majesty's justices of the peace in and for the said Riding,  
and informeth me that William Berry, of the parish of Thornton in the said Riding, engine  
tenter, on the 27th day of November instant, at the said parish of Thornton, being then  
the servant of the said Nathan Smalpage, in his trade or business of a cotton manufacturer,  
at Kelbrook, in the said parish of Thornton, under a certain contract of service for a period  
now unexpired, did unlawfully neglect, and has ever since neglected, to fulfil the said con-  
tract, and has absented himself from the said service without just cause or lawful excuse;  
and that a question has arisen between them touching certain misconduct which the said  
William Berry has been guilty of, namely, the leaving his engine at work on the said 27th  
day of November instant, at Kelbrook aforesaid, without any person in charge or care of  
it, contrary to the form of the Statute in such case made and provided; and the said  
Nathan Smalpage further says, that the amount of compensation which he claims for the  
said breach and nonperformance of the said contract and for the said misconduct is 17.,  
wherefore the said Nathan Smalpage prayeth the consideration of me the said justice in  
the premises, and that the said William Berry may be summoned to appear before some  
two of Her Majesty's justices of the peace for the said Riding; and answer the premises,  
and make his defence thereto, and be adjudicated upon under the Master and Servant  
Act, 1867.

INFORMA-  
TION.

(Signed) NATHAN SMALPAGE.

Sworn before me the day and year first  
above mentioned, at Skipton, in the  
said Riding.

(Signed) J. B. DEWHURST.

Defendant was convicted, and sentenced to one calendar month's imprisonment with hard labour.

SENTENCE.

#### YORKSHIRE (POLICE COURT, KINGSTON-UPON-HULL).

#### BARKER and APPLETON.

Borough of  
Kingston-upon-Hull. } THE Information of Alexander Barker, of 9, Lime Street, in the parish  
of Sutton, in the said borough, blacksmith, taken upon oath at the  
police court in the said borough, this 26th day of April 1869, before me, the undersigned,  
Her Majesty's police magistrate in and for the borough of Kingston-upon-Hull, sitting  
and acting at the police court aforesaid; for that Edward Appleton, of 9, Lime Street, in  
the parish of Sutton, in the said borough (hereafter called the said employed), being the  
apprentice of the said Alexander Barker (hereafter called the said employer), in his trade  
or business of a blacksmith, under a certain indenture of apprenticeship for a period  
now unexpired, did on the 22nd day of April 1869, at the said borough, unlawfully  
neglect and refuse to obey the lawful commands of the said employer without just cause  
or lawful excuse. And the said complainant, the employer, further says that the amount  
of compensation which he claims for the said breach and nonperformance of his legal

INFORMA-  
TION.

contracts as an apprentice is 10s., and he prays that the said employed may be summoned and adjudicated upon under section 9 of the Master and Servant Act, 1867.

(Signed) ALEXANDER BARKER.

Taken upon oath before me,—

(Signed) T. H. TRAVIS,  
Police Magistrate, Hull.

Police Court, Hull, 29th April 1869.

Before T. H. Travis, Esq., Police Magistrate.

*Evidence.*

EVIDENCE.

*Alexander Barker*, sworn:—Defendant is my apprentice since September 1866. On 22nd April instant I set the defendant to make six spike nails. He had 10 hours to do them in; he might have done them in eight hours. I gave him 2d. per hour overtime. He was 19 hours over them. He said if he earned 1s. a day that was quite sufficient. On 26th instant I set him some plates to dress. He did 22 in an hour. On 27th he dressed 27 in 2½ hours. On 15th March last he dressed in three hours 155. I dressed five out of 160. He got 1s. 3d. for it; it was piece.

Cross-examined for defendant.

Spike nails is blacksmiths' work. When I was a boy I made them. He has made them before. I have no grudge against the lad. I have been complained against for killing him. Mr. Butterick made complaint. I have not pulled his ears or kicked him. I am bound over to keep peace to my wife. I have never ill-used him; after my wife gave him bread and butter I never scraped butter off.

Adjourned to 27th May.

27th May 1869.

*Alexander Barker*, sworn:—Since we were here he said he did not see any fun in working for me; and he said he would give me a crack with the big hammer; that was on the 10th.

CONVICTION.

Borough of } BE it remembered, that on the 27th day of May in the year of our  
Kingston-upon-Hull } Lord 1869, at the police court in the said borough, Edward Appleton  
to wit. } is convicted before me, the undersigned, Her Majesty's stipendiary  
police magistrate for the said borough, sitting and acting at the police court there; for  
that he the said Edward Appleton on the 26th day of April 1869, at the said borough,  
being the lawful apprentice of Alexander Barker as a blacksmith, was unlawfully guilty  
of certain misconduct towards his said master, by wilfully neglecting and refusing to obey  
his said master's lawful commands, contrary to the Statute in such case made and provided;  
and it appearing to me that the said misconduct was of an aggravated nature, and was  
not committed in the bonâ fide exercise of any existing right, or bonâ fide and reasonably  
supposed to exist, and that any pecuniary compensation or other remedy provided by the  
Master and Servants Act would not meet the circumstances of the case, I adjudge the  
said Edward Appleton for his said offence, to be imprisoned in the prison at the said  
borough, and there kept to hard labour for the space of six weeks.

Given under my hand and seal, at the  
police court, in the borough afore-  
said, the day and year first above-  
mentioned.

(Signed) T. H. TRAVIS. (L.S.)  
Stipendiary Police Magistrate, Police Court, Hull.

# MINUTES OF EVIDENCE

TAKEN BEFORE

## THE ROYAL COMMISSION ON LABOUR LAWS.

Monday, 11th May 1874.

PRESENT :

THE RIGHT HON. THE LORD CHIEF JUSTICE, IN THE CHAIR.

THE RIGHT HON. LORD WINMARLEIGH.  
THE RIGHT HON. E. P. BOUVERIE.  
THE RIGHT HON. RUSSELL GURNEY, M.P.

THE RIGHT HON. SIR M. E. SMITH.  
THOMAS HUGHES, Esq., Q.C.  
ALEXANDER MACDONALD, Esq., M.P.

FRANCIS H. BACON, Esq., *Secretary.*

MR. JOHN SALE called in and examined.

1. (*Mr. Hughes.*) Of what union are you secretary?  
—The Operative Fire Iron Makers.

2. Is William Cutler a member of your society?—  
Yes, he is a member of a branch of our society in  
Sheffield. The head quarters of the society are in  
Birmingham.

3. Was he summoned for a breach of contract?—  
He was.

4. What was the date of the summons?—I may  
say that I did not come prepared to give evidence  
myself, and I have not got all the dates with me I am  
afraid, but I believe Mr. Macdonald has a printed state-  
ment containing the whole of the facts, which would  
remind me of the dates. I telegraphed to Cutler  
yesterday, and I had a reply from him last night  
saying that he would meet me at St. Pancras station  
by the first train from Sheffield to-day. I met the  
train, but he did not arrive. I only want the dates, I  
can tell you everything else.

5. You can tell the months, can you not?—Yes.

6. Was it in the course of last year?—Yes, the first  
summons would be as nearly as possible about the  
1st of April last year.

7. He was summoned under the Master and Servant  
Act?—Yes.

8. On what ground?—He was summoned under  
the 9th section of the Act, and charged with having  
neglected his work from a date mentioned up to  
another date, making three weeks in all, and his em-  
ployers claimed compensation to the amount of 15  
guineas for his three weeks absence from work. That  
was the first summons.

9. You say that the summons was under the 9th  
section of the Act?—Yes.

10. Was judgment given for that amount?—No not  
for that amount, but for 11*l.* 8*s.* of it. The magis-  
trates went thoroughly into the question of damages,  
and estimated them at 11*l.* 8*s.*

11. I suppose they went upon the assumption that  
the profit to his master would have been as much as  
that; that the loss to the employer was 11*l.* 8*s.*?—  
Quite so.

12. Did he pay that fine?—Yes he did, but not  
until an order was obtained from the magistrates for  
either payment or distress at once.

13. An order was made for payment or distress,  
and then he paid this sum of 11*l.* 8*s.*?—Yes, exactly  
so.

14. And the costs?—And the costs.

15. Did the union pay that?—Must I tell you the  
whole of the facts?

16. (*Chairman.*) We want to know what is really  
the working of the Act?—In fact the union did pay

it. Allow me to say that the reason why the union  
stood by the man was this: there was a clause in his  
agreement which stated that he was to work at the  
prices usually paid in the trade for similar work. In  
other towns in the kingdom men had obtained a rise  
of from 10 to 20 per cent., but in Sheffield nothing  
had been given, and therefore the man thought that  
he was not obtaining the prices that were usually paid  
for similar work.

17. Was that the reason why he struck work?—  
Yes; that was the reason why he struck work, and  
that was the reason why the union supported him.

18. (*Mr. Hughes.*) After the payment of this  
11*l.* 8*s.* were any further proceedings taken against  
him?—Yes; there was another summons within a  
few days of that.

19. (*Lord Winmarleigh.*) Was his staying away  
from work his own spontaneous act, or was it pre-  
scribed to him by the union?—It was his own spon-  
taneous act. Men who are under contracts like that  
are not influenced by the union in any way, but when  
it was discovered that this clause in the man's agree-  
ment said that he was to be paid the prices usually  
paid for similar work in the trade, then when the  
man was summoned the union took the matter up for  
him.

20. (*Mr. R. Gurney.*) What was the period of the  
contract?—It was a contract for five years, of which  
I think from 15 to 18 months had been served at the  
time when the strike occurred.

21. (*Chairman.*) Is that a usual form of contract?  
—No, not by any means; but this man is a very  
clever workman, and the employers were very anxious  
to secure his services.

22. (*Mr. Hughes.*) What took place upon the  
second summons?—The order of the magistrates  
upon the second summons was, that he must provide  
sureties to the amount of 100*l.*

23. (*Chairman.*) What was the second summons  
for, was it for the same thing, namely, absenting  
himself from his work?—I forget exactly how the  
second summons ran, but it prayed the magistrates to  
make an order for the fulfilment of the contract; it  
did not ask for any compensation.

24. (*Mr. R. Gurney.*) When was that about?—It  
was within a fortnight of the payment of the first  
compensation.

25. (*Sir M. E. Smith.*) Did he go back at all or  
did he refuse to return altogether?—He refused to  
return altogether. The fact is, the man was still  
under the impression that the clause in his agreement  
about the payment of the usual prices justified him,  
and he therefore refused to go back.

*Mr. J. Sale.*

11 May 1874.

*Mr. J. Sale.*

11 May 1874.

26. (*Mr. Hughes.*) What happened then?—There was an order made by the magistrates that he must find sureties to the amount of 100*l.*, himself being surety for 50*l.* and two sureties of 25*l.* each, to fulfil the contract, or the alternative of three months' imprisonment.

27. Did he refuse or neglect to find the sureties?—He decidedly refused at once. He was a man of a very dogged determination, and he felt that he was being wronged about this clause in his agreement with respect to the payment of the usual prices; he therefore still refused to find sureties, and elected rather to be imprisoned for three months instead.

28. (*Chairman.*) How did the employers meet the point, that he was, by the terms of his contract, to have the usual prices; did they deny the fact that the prices elsewhere were higher than they paid, or how did they get over their contract?—I am not sure that the point was very strongly raised by our attorneys. I rather think it was passed over without very much notice. I do not think it was fully argued out, at any rate.

29. That would affect the decision of the magistrates very much, of course?—Yes. It is quite certain that no evidence was given to show the facts about that either one way or the other.

30. (*Sir M. E. Smith.*) Then the breach of the contract was clear, and no sufficient answer or excuse was given before the magistrates for his committing the breach of contract?—No evidence was given as an answer. There was nothing but the attorney's statement:

31. (*Mr. Hughes.*) Were any of the magistrates employers in the same trade?—No.

32. (*Chairman.*) Let me ask you as a fair man this question, quite irrespective of whether the law should be altered or not, but with regard to how far the magistrates carry out the law properly or not at present. The loss, I suppose, to the employers in consequence of the man's not performing his contract, but absenting himself from his work was a serious one?—Yes, undoubtedly.

33. Supposing either that the fact did not exist, or that the man could not produce any evidence to show the magistrate that he was justified in committing a breach of his contract, on the ground that he was entitled to a higher rate of wages by the terms of his contract, and that therefore the contract was broken with him before he broke it on his part, are you of opinion, speaking as a fair man, that the punishment was greater than it should have been, up to the point at which we have arrived, that is to say, the second summons?—I think so.

34. Looking at what the law is, you think that it was a heavier sentence than you yourself would have imposed if you had been in the place of the magistrate?—I think it was.

35. I understand you to say that it was a serious case as far as regards the loss of this man's services to the employers, but still you think that three months was an inordinate degree of punishment?—I do, because although the man was a clever workman he was not the only one to be obtained for that kind of work, and, but for what he imagined to be their vindictive feeling towards him, his employers could have secured the services of somebody else who would have served them quite as well, and if they had done that they would have suffered very little, if any loss. Perhaps I may be allowed to state one thing, which has just occurred to me, namely, that when the man was ordered to find sureties I believe he was quite undefended by attorney, and therefore, no defence really could be made.

36. That was upon the second summons?—Yes; that was the second time. It happened in this way, the man was apprehended under a warrant very early on Monday morning, at two or three o'clock; he was brought up before the magistrates at 10 o'clock or so the same morning, and he was tried and sentenced before anybody knew about it. They fetched him out of his bed at 2 or 3 o'clock in the morning.

37. Was there any particular reason for that?—Yes, because he had left the town. He was apprehended under a warrant, having returned home to see his family.

38. (*Mr. Hughes.*) Where did he live?—At 46, Brocco Street, Sheffield.

39. (*Chairman.*) Do you mean to say that they took him up at his own home in the middle of the night, at 2 or 3 o'clock in the morning?—Yes.

40. (*Mr. Macdonald.*) Did the employers in this case sustain anything but the loss consequent upon the man's leaving off work; was there any injury to life or property, or anything of that kind connected therewith?—Nothing whatever.

41. It was purely the loss of his services?—Yes.

42. (*Sir M. E. Smith.*) The magistrates did not give him hard labour?—No.

43. (*Mr. Hughes.*) Then he served his three months in prison?—Yes.

44. And came out at the end of the three months?—Yes.

45. Do you remember in what month he came out?—He came out on the 6th of October last.

46. Were any further proceedings taken in respect of this breach of contract after his coming out of prison?—Yes; the man came out of prison on the 6th of October, and within a few days of his coming out he received a letter from his employers stating that under certain painful circumstances that had occurred in the man's family (that is to say, his eldest son had died very suddenly the day before he came out, and that had been a great shock to him,) they would not press him for a few days, but they begged to give him notice that if he did not return within a short time, they were prepared to take further proceedings against him, and accordingly, within three weeks certainly, I rather think it was within a fortnight, or from that to 16 days, a further summons was taken out similar to the second one, in which the magistrates were asked to order him to fulfil his contract.

47. Was he defended on this occasion?—Yes, he was defended by Messrs. Binney and Son, solicitors in Sheffield, and they argued that the second order of the magistrates was a bar to any further proceedings. The magistrate I understand decided that it was a bar to further imprisonment; but it was pointed out to the employers that if they would ask under the 9th section for compensation to be awarded again in consequence of his absence for a given time, the magistrate had the power to make a further order for compensation, and, of course, if it was not paid, the man would have to suffer imprisonment then.

48. What was the result of this third summons?—The employers found that they could not obtain an order under the third summons for him to fulfil the contract, and therefore they elected to go for compensation, and another 11*l.* 8*s.* was awarded for his absence from work for another three weeks, a similar time to the first, and costs were given again.

49. Making in all, how much?—I do not remember exactly. That was the third conviction, and when application was made for the money to be paid, and it was understood that distress was about to take place, we asked Mr. Davis, the stipendiary magistrate of Sheffield, if he would grant a case for the Court of Queen's Bench, which he accordingly did.

50. Is that case pending now?—It is pending.

51. (*Chairman.*) I suppose that is with reference to the question of whether the magistrate's jurisdiction was exhausted by what had previously been done. Is that the point raised?—Yes. I have not seen the brief or the case, but I understand that the question of the legality of the second conviction is also raised.

52. (*Sir M. E. Smith.*) What were the man's wages?—He worked at piece-work. Something was stated in the agreement about the maximum and the minimum sum to be earned within certain periods of the year. I think it was something like 30*s.* per week for the maximum and 25*s.* per week for the minimum.

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58. (*Mr. Hughes.*) Do you mean to say that if he only earned as a maximum 30s. a week, the profits to his employer for three weeks would be 11*l.* 8*s.*?—Yes. I am not certain to a shilling or two.

54. What was his precise work?—To make shovels and tongs, and pokers, and so on.

55. Could any other workman in the same factory or employment be kept out of work in consequence of his refusal to do his own work?—Yes, unless someone else did it. You must understand that doing what they term the forging or smiths' work, is the first portion of the work, other men have afterwards to turn the fire-irons in lathes and file them, and then they have to go into the mill and be polished and brushed, and so on; therefore several other persons would be kept out of work if his work were not done.

56. (*Mr. Macdonald.*) Do you know of your own knowledge that anyone was kept out of work by his being off work?—No. I do not know that anyone was kept out of work; I only say that it is possible. I do not know as a fact in this particular case whether anyone was kept out of work or not.

57. I presume that in the case of piece-work, like this, there will always be persons in the shop ready to do work of that kind?—Yes; and in this case I may say that these manufacturers had peculiar means of getting the things made; that is to say, they had certain machines by which the most important part of the work was done. In fact they were enabled, after they found that the man was not coming back again at all, that is to say, after he had gone to gaol for three months, by bringing in an unskilled blacksmith, to go on with this work without any difficulty, and they have kept that man continually doing this work up to this very day; he is now at work there.

58. (*Mr. Bouverie.*) Was this a ruling case at all, or was it an isolated case of this one workman; are there other men under similar contracts?—No, it is quite an isolated case.

59. (*Sir M. E. Smith.*) And from what you say, I should think it is not a case that would often occur, inasmuch as the point has been sent up to the Court of Queen's Bench?—I never remember a similar case.

60. (*Mr. Hughes.*) Have you had any other cases under the 14th clause in your union?—This was not under the 14th clause.

61. Under the 9th then?—We have had several others for simple neglect of work and breaches of contract for short periods; the men have generally obeyed the order of the magistrates, and returned to their work.

62. That was under the ordinary jurisdiction, but not under the jurisdiction for aggravated offences?—I am happy to say that we have never had any case under that clause as to aggravated offences.

63. As you say that the men who have been tried under the Act have generally paid the fine or whatever it was that was imposed, and gone back to their work, what is your experience as to the working of the Act generally; do you think it has worked well apart from the 14th clause?—No, I do not think it has at all, because the men feel very keenly the difference between their own position in this matter and the position of their employers; it is a great sore with them. There is a strong feeling on their part that it is exceptional legislation towards them which does not affect their employers, and it is felt by them in that respect, I suppose more than in any other respect, as being unfair.

64. As regards the 9th clause, it affects the employers as much as the men?—Not practically.

65. (*Mr. R. Gurney.*) I think you did not answer the question as to how the Act had worked; has it worked unjustly towards the men as compared with its working towards the masters?—I do not know any other cases in which it can be said that it has worked harshly; no others have come within my own knowledge.

66. (*Mr. Macdonald.*) Your sole reason as a society for taking up this case was that you thought there was a breach of contract on the part of the employers in not advancing the man's wages as the wages were being advanced in other towns in the same trade?—Yes.

67. (*Mr. R. Gurney.*) Or at any rate that the man might reasonably think so?—Just so.

68. (*Mr. Macdonald.*) The man reasonably thought so in fact?—Yes. I think that is perhaps the most accurate way of expressing our feeling about it.

69. It is not a rule in your society or in any trade society that you know, to assist men in a breach of contract?—No. My experience is that all the officers and leading members of trade societies strongly condemn that sort of thing.

70. You never heard of it?—Never in my life, and I have had many years' experience in our union.

71. (*Chairman.*) You say that the men who have been brought before the magistrates upon such occasions have generally obeyed the injunction of the magistrates to return to their work and fulfil their contract. Have you known many instances in which men have been brought before magistrates for breaches of contract and have been ordered to return to their work?—Not very many, because our trade is rather a small one. The men in Birmingham, which is the largest place in the trade, would not number 300 altogether.

72. (*Mr. Bouverie.*) Is the whole of the trade in your union or is it a local union?—The Sheffield men do not number more than 40; they form a branch of the Birmingham union.

73. The centre is in Birmingham?—Yes.

74. They are all men in the same trade?—Yes.

75. The polished iron trade?—Yes.

76. (*Sir M. E. Smith.*) How do you suggest that the law should be enforced for breaches of contract if this mode of enforcing it is repealed?—I am hardly prepared to make any suggestion on that point. I admit most fully that in my judgment it is a very difficult matter to say in what way it should be done. As I pointed out just now, what the men feel most keenly is the inequality which they believe, whether rightly or wrongly, to exist between themselves and their employers in these matters.

77. Might it not be explained to them that the inequality is not in the law, but that the breaches of contract by the masters are not so frequent, and that they being much fewer in number the instances of their being summoned are less numerous?—I do not know that that is so.

78. (*Mr. Macdonald.*) I doubt whether the masters do not break their contracts quite as frequently in proportion to their number as the men do?—I think it is probable that they do.

79. (*Mr. Bouverie.*) Are you aware of any cases in your trade in which the masters have been summoned for a breach of contract by men?—No. I am not aware of any cases of summoning by men, though I am aware of cases of the kind having occurred.

80. You mean where the contract has been broken by the masters with regard to the men?—Yes.

81. (*Sir M. E. Smith.*) Do you mean broken by abrupt dismissal, or in what way?—Principally by that. The feeling on the part of the men has been that it is not worth while making the matter worse than it is; that their going to law with the employers might cause them not to obtain a situation so rapidly elsewhere, and, therefore, wherever anything of the kind has occurred, as far as my knowledge goes, the men have generally allowed it to go by default, and not taken proceedings.

82. (*Mr. Macdonald.*) Is there not another reason, and a very common one for that?—I do not at the moment know to what you refer.

83. Is there not this reason also—that the men have no confidence that if they were to bring a case forward the tribunal would give them what they asked for, although they were found to be in the right?—Undoubtedly they have that feeling.

84. Is not that a general feeling throughout the working men?—It is so in my experience.

85. (*Chairman.*) In what way would you suggest that that should be remedied—by a change in the tribunal?—That would be one most important thing. The men would certainly have a greater confidence in another tribunal, that is to say, if stipendiary magis-



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trates or other similar authorities were substituted for the unpaid magistracy.

86. (*Sir M. E. Smith.*) Do you know of many cases in which the men have summoned the masters?—I have previously said that I do not.

87. (*Chairman.*) Generally speaking, I suppose a master has a greater interest in keeping his men, in order that his business may go on evenly and uninterruptedly, than a man has in not changing his master, because, I suppose, a man hears of employment elsewhere at better rates of wages, and so on, and that is a temptation to him to break the contract in order to get more lucrative or more advantageous employment elsewhere; but the great object of the master when once he has made his arrangements for a certain time with regard to the number of workpeople he wants to employ, is that they should go on uninterruptedly with the work?—Yes; I think in our case that is a reason why these contracts are of a rather exceptional character, that is, that they are very careful as to what bargain they make beforehand.

88. (*Mr. R. Gurney.*) Who were the complainants in this case?—Messrs. Thomas Hague and Company of Bridge Street, Sheffield.

89. (*Mr. Bouverie.*) In your trade do you think that this state of the law has created irritation and ill-will between the employers and workmen at all, or is there on the whole good harmony between them under ordinary circumstances?—On the whole there has been tolerable harmony between the men and the employers, because, as I pointed out just now, the numbers are so small; these cases are not of frequent occurrence.

90. And the employment, I suppose, is pretty steady, that is to say, the men work on for the same master pretty steadily from year to year, do they not?—I believe they do.

91. (*Mr. Macdonald.*) A five years' contract is exceptional, is it not?—Quite exceptional.

92. What is your ordinary time of hiring in the general trade; in Birmingham, for instance?—The hiring by written agreements is for about 12 months.

93. I mean, what is the ordinary time of hiring?—Fourteen days, but occasionally men undertake an agreement for 12 months. They go to an employer and borrow a few pounds from him, and they undertake to pay it back.

94. Is it customary in the trade to give advances on a year's hiring?—Yes, it is very frequently done.

95. Then the men mortgage their labour?—Sometimes they do. When I say it is very frequently done, I mean to this extent, that possibly 20 or 25 men out of from 250 to 300 would generally be found to be under such a contract. They would say to an employer, "Lend me 5*l.* to buy a suit of clothes or to buy a pig, or something else, and I will pay you back at the rate of 2*s.* a week," and then a written agreement is drawn up to that effect.

96. (*Mr. Hughes.*) If the employers were ready to agree to it, do you think your union would be ready to make the contracts for service on behalf of their members; have you ever considered that question?—We always try to assist the employers, at least we have done so for the last two or three years in enforcing a 14 days' agreement on either side. We are trying to work now together in enforcing the 14 days' agreement.

97. (*Sir M. E. Smith.*) You are trying to make contracts terminable at 14 days' notice on either side?—Yes.

98. (*Mr. Hughes.*) We have had laid before us a number of cases which have been decided under this Act, and we see that in almost all of them the charge has been for absconding, so that the contract has not been enforceable. Do you think that the unions would be inclined to enter into the contracts for their men because the union is always found in the same place and is always worth serving?—I am afraid not.

99. You think that they would not be ready to accept that responsibility?—I am afraid they would not, at least if they did, it would have to be for very short engagements. I do not know whether you

would permit me to make one other statement in reference to this case. If so it would be simply to supplement what I have said about the three convictions of this man, by adding, that after it had been decided that this case was to be appealed against to the Court of Queen's Bench, the employer sent letters to one or two manufacturers with whom the defendant was working—of course he could only be working with one at one time, but in two or three cases they were the means, by declaring that the man was still their servant, of getting him discharged from his employment—so that not only were there three convictions, but he was harassed and worried for two or three months, and almost prevented from obtaining his bread, by threats to prosecute or to proceed against any one who employed him afterwards. Therefore, really it was as bad almost to the man as if he had served an additional three months in prison. I have in my possession at home copies of one or two letters that were addressed to manufacturers forbidding them to employ him after the third conviction before the magistrate.

100. (*Mr. Bouverie.*) That is to say, giving them notice that he was engaged to the writers of the letters, and that no one else had any business to employ him?—Yes, giving them notice that they had no business to employ him, and saying that if they did the matter would be placed in the hands of their solicitor to take proceedings against them.

101. To bring actions?—Yes.

102. (*Mr. Macdonald.*) Will you kindly forward a copy of all notices or letters of this description that you have to the secretary of the Commission?—I will.

103. (*Chairman.*) I suppose on the part of the unions there is a similar course of proceeding adopted of what I may call tabooing masters, telling men to avoid such and such a master, or such and such a firm, saying, "They have refused to comply with the reasonable demands of the workmen, therefore avoid going into their service." I suppose there is a similar means of warfare resorted to on the other side a—It happens only in very rare instances. The men are but too anxious to work on amicable terms with the employers. In my own experience, which extends over 11 years as secretary of a union, in no case do I remember anything of the kind being done.

104. (*Mr. Macdonald.*) Have you issued an order of similar import to those which have been mentioned?—Never.

105. (*Mr. R. Gurney.*) Not an order but a notice that such a person pays lower wages, or will not agree to pay higher wages?—No, we have never done that.

106. (*Mr. Hughes.*) In cases of strikes, you warn men, of course?—Yes; of course, that is understood where the men in the trade generally come out, but there are no exceptions such as have been referred to.

107. (*Mr. R. Gurney.*) It was not the stipendiary magistrate at Sheffield before whom this case was tried, was it?—Mr. Davis, the stipendiary magistrate of Sheffield, heard two summonses out of the three, I think; he certainly heard the last, and I am not clear whether it was the first or the second that he heard before that, but he heard one of the two if I am not mistaken.

The witness withdrew.

Adjourned.

In reply to an application made to him, the witness produced a copy of only one letter, and that copy is in the words and figures following:—

Copy.

"From Thos. Hague & Co., London Works,  
Bridge Street, Sheffield, Nov. 28th, 1874.

"DEAR SIR,

"In reply to your inquiry, the magistrates have decided that Cutler is obliged to serve out his term of agreement with us; and as it has been altogether through the union he has not been working, we shall not release him from his agreement, and of course it would not be right of anyone to employ him.

"To Mr. Josiah Jackson,  
Birmingham Street, Dudley."



Thursday, 4th June 1874.

PRESENT :

THE LORD CHIEF JUSTICE, IN THE CHAIR.

LORD WINMARLEIGH.  
THE RIGHT HON. E. P. BOUVERIE.  
JOHN ARTHUR ROEBUCK, ESQ., M.P.

G. GOLDNEY, ESQ., M.P.  
ALEXANDER MACDONALD, ESQ., M.P.  
F. H. BACON, ESQ., *Secretary*.

JAMES LENNOX HANNAY, ESQ., examined.

108. (*Chairman.*) You have been good enough to attend here to give evidence on the operation of the Master and Servants Act?—I wish to explain that I did not volunteer to appear before the commission, but, meeting a member of it in society one day, I expressed my willingness, if I could be of any use, to give evidence.

109. I do not know on what subjects particularly you desire to give evidence?—We have a great number of cases at Worship Street police-court, where I have been now for nearly three years, and being asked if I could give evidence, I said I should be happy to answer any questions with reference to the working of the Act.

110. Will you, then, tell us what your experience is on the subject?—I will state the class of cases in the first instance. I think there are pretty nearly three classes, the disputes between the cabinet-makers and their men; disputes between tailors and their men (those are mostly foreigners; the tailors in that quarter of the town are nearly all Germans, Poles, and people of that sort, who very seldom speak any English), and then the other cases are generally idle apprentices absenting themselves, and those are chiefly in the trade of making cigars. With reference to the apprentices we seldom have any difficulty; generally if they are talked to and told that they must fulfil their indentures or else they will be called upon to find sureties and sent to prison in default, on adjourning the case they do go back, and very few of them have been fined by me.

111. Have you many of them brought before you?—Yes, a good many. Some of them are bad boys, their parents come and say they are bad, and wish them sent back to fulfil their indentures.

112. (*Mr. Roebuck.*) Does this occur in various trades?—Yes, but principally in the cigar trade, the making of cigars.

113. (*Mr. Bouverie.*) The summonses against the apprentices are issued under the 9th section of the Masters and Servants Act, are they not?—Under a former section, and the adjudications are made under the 9th section; the summonses are issued under the 4th section.

114. (*Mr. Roebuck.*) Do you know whether in that trade they have any limitation of the number of apprentices?—I am not sure. I scarcely think they can, because I have heard of 60 and 80 apprentices in one place; I do not think therefore they can have any rule limiting it.

115. (*Chairman.*) Would you be kind enough to favour us with any results of your experience with regard to the law relating to masters and servants?—In master and servant cases the great majority of cases I think have arisen in the cabinet-making trade and in the tailoring trade. In the cabinet-making trade they nearly all arise in this way, the custom of the trade is that a man takes out a job, as it is said, for instance, a sideboard, to make, and he is to have 5*l.* say for making it, and he begins by drawing 1*l.* or 30*s.*, and then he goes on and works away and when he has nearly finished the sideboard, he finds he has drawn all the money, but still has some work to do on the sideboard; then, naturally enough, in a great many cases if he is a man of not very strong principles, he goes off and takes another job, leaving the sideboard unfinished, having drawn all the money. That is a very common class of cases applying to all the trade. They generally work by contract, they take out a job

to make a sideboard or table or set of chairs; and that class of cases is the commonest we have in that particular trade.

116. In what way is that dealt with?—Generally by ordering the man either to pay some amount of compensation, if it can be ascertained what is the right thing (which is very difficult), or to pay some small fine.

117. In the generality of cases do the men pay the compensation so awarded or the fine so imposed?—Yes, I think in most cases they pay the fine or compensation.

118. (*Mr. Roebuck.*) And do they finish the job?—Well, sometimes, that cannot be got to be done in any way.

119. (*Chairman.*) Still they make amends in some way?—Yes.

120. In instances where the man fails to pay the amount of compensation awarded, or to pay the fine imposed, what is done then? is he sent to prison?—If it is a fine under 5*l.* he goes to prison direct under the Small Penalties Act. If it is a fine above 5*l.* then it must be levied by distress, but I do not remember myself ever imposing a fine above 5*l.*

121. (*Mr. Bouverie.*) What is the penalty generally imposed?—The outside is 20*l.* by the 9th section of the Act. I have never got near that; 10*s.* or 15*s.*, or something like that is the usual figure. But there is no limit to the amount of compensation, which is strange.

122. (*Chairman.*) Is the result of that any dissatisfaction between the men and their masters?—Very little, I think, as a rule. Sometimes there is an embittered case fought, but as a rule the people acquiesce, I think.

123. Of course as a rule the man knows that he has failed to fulfil the contract?—If your Lordship will allow me to say so, I think it is an inestimable advantage under the Act that the man is heard. In all informations under this statute it is a requirement of the Act that the defendant shall be heard; both parties make their statement, so that both sides of the case are known, and in fact before the case is over it is pretty well admitted what the point in dispute is.

124. (*Mr. Roebuck.*) Upon what principle do you go as regards the compensation; is it considered an injury done to the master because the job is not finished, or because his money has been paid, and he has got nothing for it?—You must take both questions into consideration. Very often he has to get another man and pay him.

125. He has the sideboard in his possession, I suppose?—The sideboard is generally on the master's premises; chairs are often worked up by men at their own homes.

126. (*Chairman.*) The man comes and works on the master's premises if it is a sideboard?—Yes, with heavy things.

127. (*Mr. Goldney.*) Do you generally fix the term of imprisonment if the man does not comply with the order?—Yes, you must do that.

128. (*Mr. Roebuck.*) Have you ever sent anybody to prison in these cases?—Not direct, not without the alternative of a fine.

129. Has it ever happened that they have not paid, and then have been sent to prison?—I think so, but I cannot recal an instance. I believe you have returns from my court; I have no doubt that they must have gone sometimes for non-payment, just as

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people go to prison every day for being drunk for non-payment of the fine.

130. (*Lord Winmarleigh.*) May I ask what is the largest amount of damage done to the employer by this breach of contract?—Not very large, 10*l.* is the largest; I have no recollection of anything so large as that quite.

131. (*Mr. Macdonald.*) In what article of furniture would there be 10*l.* damage from such a breach of contract?—A sideboard worth 30*l.*; a man might draw all the money and leave the sideboard unfinished, and the employer might wait for him and lose his market.

132. Then is it for the loss of the money that you send the man to prison rather than the loss of the work?—You do not send him to prison; you order him to pay a sum of money.

133. But in the alternative you send him to prison?—The law does that, if it is an order for the payment of money, then it is served upon him in the first instance, and if he does not obey that order a distress warrant issues, and then if he has nothing to satisfy it he goes to prison under the general law of the land.

134. You say that under this Act these cabinet-makers are in the habit of drawing advances and then they leave their work unfinished. Is it in consequence of leaving the work, or in consequence of the money that they take from the employer in advances and do not return that they are sent to prison when they are so sent?—In consequence of the breach of contract, that is what the Act says.

135. Is it a breach of contract to borrow a *l.* note and not pay it which is punished by being sent to prison in any other form than this?—I do not quite understand the question. We have not cases only on one side; we have plenty of complaints by the men against the masters for dismissing them without notice and not paying them their wages.

136. (*Chairman.*) And does it happen that you have occasionally to make the masters pay compensation to the men?—Very often; for withholding wages more than anything else. I have seen 20 men paid in the back of the court with the costs [of their summonses whose masters perhaps had been in some little straits and kept back the money; I mean paid under the stress of a summons.

137. That is a common case, is it?—I cannot say that it is a common case, but I do recall a case where a number of bricklayers came to me in that way.

138. You have no hesitation in giving a man a summons?—If we think he has a grievance within the Act.

139. (*Mr. Macdonald.*) Are you in the habit of putting the alternative to the employer as well as the workman, that if he does not pay he is to be sent to prison?—Of course. It has really nothing to do with us; it is the operation of the Small Penalties Act. If a man is fined he goes to prison at once if it is under 5*l.* and he cannot pay it. If an order is made, the order is served upon him, and if he has goods, his goods are distrained upon.

140. (*Chairman.*) Upon what principle is it that you distinguish between an order for money by way of compensation and the imposition of a fine?—If you mean what rule we are guided by, I should have great difficulty in saying that we can lay down any rule.

141. It makes the difference to the man that you have just pointed out. In the one instance he has time to pay, and it is only in the event of his not paying or a distress warrant not finding goods available that they send him to prison. In the other case, the man has no time, he must find the money at once?—Our rule is generally that when we find the man has done it maliciously and wilfully, and not from stress of circumstances, hardship, being poor, and so on, we impose the fine. In the other case we should probably order him to pay so much compensation. There are a number of alternatives given in the 9th section of the Act.

142. (*Mr. Bouverie.*) I want to call your attention to the 14th section relating to punishment for aggravated misconduct. Do you find much of your practice under that section?—No, I have never had a case that I considered sufficiently grave to deal with under the 14th section.

143. Have you ever had an application on the part of any employer to apply it?—Yes, I think I have, but I declined.

144. So that practically that clause has not been brought into operation in your court in your experience?—I do not understand exactly what particular kind of mischief this 14th section is meant to meet. There are laws against wilful damage to person and property, Acts of Parliament independent of this; and unless it means to meet the case (which has never arisen in my experience) of injury to the property of an employer or to the person through gross negligence, I do not know what cases it is exactly intended to meet. There are certain trades in which a man by five minutes negligence might damage a great deal of property.

145. And those have not come under your notice?—No.

146. (*Chairman.*) What do you say about that other class, the tailors, who, I have always understood are most troublesome people?—Well, the tailors are very troublesome and we cannot understand them (which makes it worse) but must have interpreters. The cases are cases where they go without notice, or their masters dismiss them without notice. Sometimes we have a case of a man who will not finish his coat. But in the tailoring trade, in my experience, the great majority of cases have been from not giving notice. The master claims a week's notice and the man claims a week's notice; and the men come for a week's wages in lieu of notice, and the masters come to make them pay for going away without notice.

147. How is the question of the extent of the notice dealt with by you, is it according to the custom of the trade?—That raises a very difficult question upon these Acts. I am not sure that we have any jurisdiction except in one or two trades, the silk, mohair, and other trades to deal with questions of notice at all. Under this Act it appears as if the contract should be subsisting all through, where it is a time contract. I should scarcely like to trouble your lordship with arguing the question about the construction of the statute; we have had a great many cases where we have had doubts whether we had jurisdiction or whether they should go to the county court.

148. (*Mr. Macdonald.*) In your experience have you found any difficulty in regard to contracts, I mean disputed as not being written contracts?—No.

149. What are the contracts in your experience generally?—Generally by word of mouth; nearly always by parol.

150. Do you think that is a satisfactory mode of contract?—I suppose the people find it more convenient; they cannot write, very often, and then they have to employ some one to write for them.

151. But do not you think that it would save a great many disputes if all these contracts were submitted to writing?—It might do so; the Act mentions contracts both by writing and by parol. Very few cases of contracts by writing come into my court, but I have scarcely ever known a contract disputed on either side.

152. Then the question is, whether they do have notice, and if any, what?—They constantly say that they wish to make it depend upon custom, and whether that is within the Act is rather doubtful.

153. (*Chairman.*) If it were custom in the trade that notice should be given it would affect any contract made in that trade?—It would do so in a civil court.

154. Therefore, supposing in the custom of the tailoring trade a man who goes and hires himself for a week or any other time is bound to give and take

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a week's notice; until that notice is given on one side or the other it is a subsisting contract?—Yes.

155. And then you would only be entitled to punish the man or make any compensation to the employer, to the extent of the notice which he has failed to give?—One would scarcely ever fine in a case of that kind. The doubt arises from the definition of the word contract. "The words 'contract' of service' shall include any contract, whether in writing or by parol, to serve for any period of time," whether that carries with it all the incidents of a contract, or is intended to limit justices' jurisdiction to the period contracted for, leaving other remedies to be sought in the county court.

156. (Mr. Macdonald.) Are you aware that the larger trades of this country, the iron trade, for instance, are carried on by written contract?—As between master and workman? I am not aware of that.

157. (Mr. Bouverie.) Do the trades union come in contact with these trades of tailors or cabinet-makers?—I think the cabinet-makers have a union, but I never heard of one among the tailors; in my district I really have had nothing to do with trades unions.

158. It does not appear in cases that come before you?—No. I think I remember one case in which a man was said to be a union man, but it had nothing to do with the merits of the case.

159. (Mr. Roebuck.) Have you ever found in any case that has come before you that there has been an arrangement between master and workman as to notice before they entered into the contract?—Yes; that they have agreed upon a week's notice you mean.

160. Not to depend upon the mere custom of the trade; that they have made an agreement between themselves?—Yes, in many cases.

161. (Mr. Macdonald.) Does it not occur to you that if there were written contracts between the employers and the employed, very much of those difficulties that occur would be entirely got rid of?—I cannot say that my experience would lead me to think so, because as I said before I cannot remember an instance in which the contract has been disputed.

162. Then let me follow up a question that has been put to you in regard to trades unions. Have you in your experience found anything like a combination on the part of the men for the purpose of breaking a contract, or the result of a combination on the part of trade unionists that was a combination to break contracts?—I do not remember anything of the kind since I have been a magistrate.

163. So that you really have never found in your experience that it was in virtue of combinations of men that these contracts were broken, but that they were rather individuals who broke them?—Well, I had two or three cases of prosecutions when I was at the bar of that kind of case.

164. (Mr. Roebuck.) I thought from the tone of your voice you confined your answer to your experience as a magistrate. You have had some other experience, what was that?—When I was at the bar I had several prosecutions for combinations to drive men away. I remember one at Sheffield where I prosecuted some masons for combining to drive London men who had been brought down out of the town.

165. (Mr. Goldney.) You find that the men accept this Act as a great mode of remedying their grievances?—They are very fond of it. They constantly come and are much disappointed if we send them away. Sometimes domestic servants come, and small contractors come, and when we have no jurisdiction we send them to the county court and they are much chagrined. I believe because our summons only costs 2s. and we sit every day, and their cases are heard the third day after they apply under one of the sections of the Act, so that they get a cheap decision.

166. (Mr. Macdonald.) You found that belief upon the number of persons that come before you, not upon any knowledge outside that persons wish for the

Act?—No, beyond this that when you refuse them the summons, and say that they must go to the county court, they seem very much disappointed and unwilling to change that tribunal for ours. I suppose the reason they prefer coming to us is the one I have given.

167. Simply because it is more expensive going to the county court?—And more tedious involving more delay.

168. (Mr. Goldney.) But as to the fact of their coming frequently and understanding this Act as a remedy for getting their grievances redressed there is doubt about that?—They quite understand that it affords cheap and speedy redress. The forms are bought at the stationers and they come and fill them up themselves.

169. (Chairman.) Do you find that there are as many complaints of the men against the masters as of the masters against the men?—For wages there are a great many small needy masters, very little above the men and they find difficulty in paying them, and the men come and try to enforce their claims against them.

170. (Mr. Bouverie.) And do they generally get the wages paid?—A great many are paid under threat of the summons, and never come into court.

171. (Chairman.) Then the result is that so far as those trades are concerned with which you are familiar, the operation of the Act is as you think beneficial?—Yes, I think it is. I think if I may judge from the anxiety of the people to come and prosecute their cases in our court, that they resort to it willingly and find benefit from it.

172. (Lord Winmarleigh.) Do you sit alone?—I sit alone on my days. I have a colleague who sits on the days when I do not.

173. No county magistrate sits with you?—No.

174. (Mr. Goldney.) Supposing that there was no power of imprisonment to enforce these fines or the amount assessed for damage, do you think the Act would operate so well?—I do not see how it would operate at all. There is an ultimate power of imprisonment you know when there is no distress.

175. Supposing there was no power of imprisonment, do you think that the Act would operate in the way it does effectually?—I do not see what operation it could have in deterring a man from breaking his contract if he had no means.

176. (Mr. Macdonald.) And would you apply the case to every one when they break their contract, no matter what position they are in?—I presume every man must pay if he breaks his contract in all positions.

177. But every man must not be imprisoned when he breaks his contract?—Well, if he could not pay, no doubt until very lately he might be imprisoned.

178. But suppose he makes a contract for 10,000*l.* and fails to pay, and then he becomes bankrupt, can he be sent to prison for the 10,000*l.*?—Not now.

179. Then from that parity of reasoning you would have the workman placed under a different condition from that of the general public?—No, I do not see that.

180. If a person who makes a breach of contract for 10,000*l.* fails to pay it, there is no law to send him to prison under this law of contract?—It depends on what the contract is. This law applies entirely to people standing in the relation of master and servant.

181. (Lord Winmarleigh.) Supposing an employer of labour is ordered by you as a magistrate to pay an amount of wages claimed by the person whom he employs, and he refuses to do it, would you send him to prison?—No; you would destrain his goods, because he would probably have some goods, not under this Act, but under the general law.

182. But supposing there were not sufficient goods would you then send him to prison?—Certainly, he would go under the general law; I should have nothing to do with it beyond fixing the term.

183. (Chairman.) But with reference to the case where a man is brought before you where the em-

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ployer says he will not do his work, do not you give the man the option of performing his contract?—Yes, there are more cases adjourned for that purpose than are dealt with in almost any other way. All the cases of idle apprentices are always adjourned for a month to see if they will go back and fulfil their contract; and if there are any signs that the matter may be accommodated, we always adjourn it for that purpose; and very often the man does go back.

184. Does that apply to the workman too?—Yes; his principal difficulty is that he is often in a fresh situation. If you give a man the alternative of going back and doing his work he has no reason to complain of being sent to prison. You can call upon him to find securities for the performance of the contract under this section, but it is rather a cumbrous mode of proceeding, and we avoid it. If, after all, the man cannot be made to perform his contract, his bail suffers ultimately.

185. You can say the man must perform his contract or go to prison?—Yes, you can tell him that.

186. (*Mr. Macdonald.*) It rests with the magistrate to consider whether it shall be compensation or not?—Yes. There are a number of alternatives; the magistrate may do one thing or the other.

187. So that, in point of fact, it is not an obligation on the magistrate to give him the alternative to fulfil his contract, but it is just as he thinks fit?—No doubt, that is not an adjudication under the Act; it is an adjournment of the matter to give the man an opportunity of fulfilling his contract.

188. (*Mr. Goldney.*) Have you had any cases under the Criminal Law Amendment Act?—Only one, I believe.

189. Not frequently?—No.

190. (*Chairman.*) You have no experience of the working of the unions, I think?—No, I think, really nothing.

191. (*Lord Winmarleigh.*) Have you any experience of a combination, not of unions, to break contracts?—No, I think not.

192. (*Mr. Macdonald.*) Have you ever known in your experience as a magistrate of a combination to break contracts?—Not as a magistrate; I have answered that question already.

193. The cases that come before you are chiefly individual cases?—Yes, all, I think. Sometimes two or three men go off, but generally for the same reason; I do not think there is evidence of conspiracy.

The witness withdrew.

Adjourned to Monday next at a quarter past 4 o'clock.

Thursday, 11th June 1874.

PRESENT:

LORD WINMARLEIGH, IN THE CHAIR.

THE RIGHT HON. RUSSELL GURNEY, M.P.  
JOHN ARTHUR ROEBUCK, ESQ., Q.C., M.P.  
THOMAS HUGHES, ESQ., Q.C.

G. GOLDNEY, ESQ., M.P.  
ALEXANDER MACDONALD, ESQ., M.P.  
F. H. BACON, ESQ., *Secretary.*

HENRY BLECKLY, ESQ., examined.

*H. Bleckly,*  
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194. (*Chairman.*) I believe that you are engaged in iron works?—Yes.

195. And that you employ a large number of the operative classes in those works?—We do.

196. Will you state to the Commission about how many people are in your employ?—We employ about a thousand men.

197. It is entirely in the iron trade?—Entirely in the iron trade.

198. Has your attention been called to the operation of the Masters and Servants Act of 1867?—Yes, it has.

199. Would you give the Commission your opinion of the operation of that Act?—I would confine myself, in the first instance, to the operation of it within our own works, in which I have had occasion to take notice of it, and to feel the effects of it. Our machinery is driven by steam derived mainly from boilers attached to the furnaces in which the manufacturing work is carried on. The furnaces which melt the iron at the same time raise the steam by which the works are carried on. The whole of the steam pipes are united together so as to gain the whole force of all the boilers and keep up a constant and regular pressure of steam, and the whole is so fastened together that it is dependent, as you might say, upon one source, although that source is broken up into a number of boilers. Now if a few men, say a dozen or so, choose to strike at any particular time and leave off working these furnaces the effect would be that the machinery would be unable to do its work, the material that was at that moment in the furnaces must necessarily be wasted it could not be got to the mills or to the hammers, and the consequence would be a great loss owing it may be to some dozen labourers refusing, without reason, to work at any particular time. Now we had a case of the kind about two years ago. I asked our manager

to furnish me with the particulars of it, and I have them before me. To keep one particular work going we have to consume, say, about 250 tons of coal per day, which are wheeled to the furnaces in wheelbarrows from the railway trucks. This we let to one man, and he employs men under him to do the work, who are not our servants. These men came to the manager and said, "We do not want this man to have this job, but we want to have it ourselves." He said, "I cannot let you have the job without giving him a fortnight's notice, and moreover, I should like to know whether you have any ground of dissatisfaction with him, whether the work is too hard for you, or whether you have any complaint to make of him." They said they had not, but still they wished to have the job; and he said, "I can do nothing till I have given this man notice." In the afternoon of the same day the men who wheeled out the ashes from the furnaces (the daily weight of ashes is very great and it is very hard work) came and said, "Unless you settle to let these coal-wheelers have the job away from the contractor, we, the ash-wheelers, will do no more work," the ash-wheelers, being engaged by us direct, were our servants. He said to them, "What interest have you in it?"—"None at all, excepting that unless you choose to give them this job we shall not wheel the ashes." The consequence was that the ashes not being withdrawn from under the furnaces, the furnaces were brought to a stand. In this state of things other men were not willing to undertake the work; they knew that there was a strike on; and, in fact, there were not men at hand who could wheel the ashes. It was a very hot job and hard work, and there are very few men who can do it; I do not doubt that we lost from 150*l.* to 200*l.* by the perversity of men striking from no complaint of their own, and from the consequence that their

striking necessarily caused the stoppage of a considerable part of the work. Whatever furnaces were prevented working in consequence of the ashes not being taken out would not contribute their share of steam to the general works of the Company, and the machinery would not be able to do its work. When there is not sufficient power to drive machinery the iron is not properly manufactured, and is wasted. That was the last difficulty we had. Some hundreds of men who were working, might have been thrown out of employment, and were partially so, by the obstinacy of a few men who left the town in a few days; there was no getting any redress from them.

200. (*Mr. Hughes.*) Were they under contract with you?—Yes, they were under a 14 days' contract with us.

201. How was it, then, that you could get no redress?—Because they left the works, they had no *locus*.

202. (*Mr. Macdonald.*) Do not you think it is your duty as an employer to see that men have a *locus* and a character as well, when you employ them?—No, I do not.

203. Then you do not depend upon the reputation of the man at all when you take him as a servant, you do have no regard to that?—We have the greatest regard for it when it is to be obtained, but if a man comes to our works as a stranger (and a more migratory class is not to be found than puddlers) it would be impossible for us to get a character of him, we want to know that he is a good puddler; and he would think it an impertinence for us to ask what his character was, whether he was a drunken man or a sober man; workmen of this class in South Wales have made a point of refusing to accept characters. We have no means of getting to know the character of these men. We are on the highway between Staffordshire and Scotland, and men move about, take work for three or four months, and then go on to another place.

204. You take them therefore regardless of character or position, and doing so, you ask for redress; in what way?—If the man makes a contract with us by which he is to get two weeks' notice before he can be dismissed, we think that he is sufficiently master of himself to be expected to keep his contract towards us; and if he gets the benefit of such a contract, we think he ought to take the consequences of breaking it.

205. Will you state the name of your works?—The Dallam Forge Company at Warrington in Lancashire.

206. (*Mr. R. Gurney.*) Did you take any proceedings against those men in the case to which you have referred?—Yes we did take proceedings. Many of those men live in lodgings; there are a number of lodging-houses in Warrington where such men reside, being a migratory class, a number of them do not take houses at all. We took out summonses and we succeeded in getting two of them before the magistrates.

207. (*Chairman.*) Will you give the date of that?—The day on which it took place was the 22d of April 1872. As I have stated, two of the men appeared, and the magistrates fined them 5*l.* They came back to their work, and those two men paid the money over a period I think of six months. They required several months to clear it off; but we took it from them in that way, not wishing to be harsh with them; the other men disappeared from the town.

208. (*Mr. Hughes.*) But the magistrate, I take it, would have arranged that, would not he? You do not urge that as any favour to the men, you took it as you could get it; you were more likely to get it by instalments I presume?—Precisely, but it was a matter of consideration on our part, we were entitled to the money forthwith.

209. (*Chairman.*) It was of your own will that you spread it over six months?—Yes.

210. (*Mr. R. Gurney.*) On what principle was the 5*l.* assessed?—It was taken as the damage which the individual man had occasioned by his breach of contract.

211. You say that the six men caused a damage of between 150*l.* and 200*l.* Was that stated to the magistrate?—There is a difficulty in telling precisely

what it might be. In melting iron there would be a loss of 10 or 11 per cent. in ordinary working, and doing it in the proper time; but if owing to delay in the furnaces, the iron is kept in longer than it should be, there will be a loss of probably 18 or 20 per cent. and that is ascertained when the accounts are made up at the end of the week, and it is found out how much iron has come from the furnaces, and how much has been put in. The average loss ought not to be more than 10 per cent. but in such cases as these it rises to 18 or 20 per cent. and if a ton of iron when it goes into the furnaces is worth 3*l.* and if we work 400 tons of that value and lose an extra 10 per cent., we should lose 120*l.* besides the fuel and labour of the foreman and all the consequent expenses.

212. Then these two men upon being fined agreed to come back, paying by instalments?—Yes.

213. The other four you did not recover from?—No, we never got hold of them.

214. Would the men have been able to pay any larger sum than 5*l.*?—No; in fact they could not have paid that unless we had kept them at work and taken it by deducting it from their wages.

215. (*Mr. Macdonald.*) Who assessed the damages?—Our manager gave the evidence as to the facts.

216. (*Chairman.*) Have you anything more to state in regard to that particular point?—In reference to that particular transaction, that was the whole of it.

217. (*Mr. Macdonald.*) You say that those men of whom you have been speaking are trained men?—No, those men are not trained men. The puddlers are trained men, but the ash-wheelers are not. They are trained in this sense, that it requires a man of very considerable strength and endurance to be able to hold before him a very large mass of burning red hot cinders. In the first place it requires great strength, and in the next place it requires considerable endurance to stand the heat. It is this that renders it difficult; very few labourers can really do it until they have been well seasoned.

218. What would be the wages of those men?—The wages of the ash-wheelers I cannot tell you exactly; but they would certainly be about 25*s.* a week. We generally let it by contract to some man who does the work, at so much per furnace, but in some cases we do not. We do it in both ways. We sometimes let it by contract to the man at so much a furnace, and he gets men for himself; but in this case we were the employers, and paid them day wages; I cannot recollect what they are.

219. Did you summon them under the 9th or under the 14th section?—That I cannot tell you. We stated the case to a lawyer, and he acted as he thought best. I really do not know under which clause we summoned them.

220. (*Mr. Hughes.*) I think you said that was the last occasion on which you had any difference of this kind?—Yes.

221. That was two years ago?—Yes.

222. There have been very great differences in the North during that time, have you been free from them?—Tolerably so. I do not say a word against the men, as a rule. We have worked harmoniously with them, and have had very few difficulties that we have not been able to dispose of without the intervention of third persons at any time; but I mean to say, we are in the hands of men who have it in their power, without any just cause or reason to leave their work, and thereby create a loss in their own department, but to extend that loss to the whole of the works, and that is the reason why there ought to be a corresponding responsibility upon such men and an adequate punishment, if they, having such power in their hands, use it capriciously and injuriously.

223. (*Mr. Macdonald.*) Then it is your experience that men capriciously break their contracts?—No, it is not my experience.

224. Then further let me ask, is it in their interest to break their contracts?—They think they know



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their own interests and do break them. I may think it is not in their interest. They may tell me it is. But when a man is stubborn and self-willed he will not listen to reason, and it is the very fact of his not listening to reason that renders it necessary you should have a force at the back of the man which will compel him to do what his reason will not induce him to do.

225. You would not object, I suppose, to the same force being at the back of the employers on the part of the workmen as well?—Most assuredly not. I am quite prepared to take the consequences of breaking a contract with a workman, whatever the law may award as against me for so doing.

226. Suppose that instead of these men breaking their contract, you had broken yours, and that the result of the breaking of your contract with them was the starving of those men and their children, what would you do in that case?—Till that case is realised I cannot say. I should, however, say, that if I did an illegal act which caused such an injury as you describe, I ought to pay the penalty of it.

227. Would you have imprisonment as the penalty in such a case?—I am not a legislator, but I say this, that I would put myself upon the same footing as a workman in reference to my actions towards him; there should be a perfect equality between us; I deal with him as a free man responsible for his actions. I deal with him as a reasonable man, and he ought to be bound by the laws of reason.

228. If a workman in charge of your horse starved your horse, I presume you would look upon the law as being rightly exercised in sending that man to prison?—No doubt, but the cases are not exactly parallel. If I had to provide a helpless man with food it would be a similar case, but if I withheld money, that would be different, he has other means of getting food. The question is, whether my act is a right one, whether I was right in dismissing him or not; if I was wrong I ought to take the consequences; if I was not wrong and he starves, I do not starve him.

229. But if you were wrong and he starved, you ought to be sent to prison; is that what you admit?—I ought to be punished, and I do not see that any mere money penalty would satisfy such an offence.

230. (*Chairman.*) If you had done it knowingly, knowing what the consequences were, you think you ought to be sent to prison?—Undoubtedly; and I say that these men of whom I have been speaking know perfectly well all the consequences of the actions which they are doing, and those actions are done for the very purpose of enforcing arrangements which they cannot otherwise get. The object is to create a pressure for the very purpose of obtaining those results.

231. Would you now proceed with your next point?—Passing now from our own works, I may state that, as a magistrate in Warrington, I have had before me a large number of young persons who are employed in the fustian cutting trade. They are generally bound for short times, say for two or three years, and in about six months, when they have learnt the trade, they could earn, of course, if they were free twice as much as they can during their apprenticeship; and there are a very great number of such persons brought up in Warrington before the magistrates to enforce the contract of apprenticeship.

232. (*Mr. Roebuck.*) To whom are they bound?—They are bound to a person who is a fustian cutter.

233. The apprentice is bound to the master?—He is bound to the master; and as these apprentices can earn very much better wages than they could as journey-children (I do not say journey-boys, because there are quite as many girls as boys), their parents will often send them away to another shop where, instead of getting 4s. or 5s., they may get 6s. or 7s. a week.

234. (*Mr. Goldney.*) How long are the apprenticeships generally for?—Two to three years.

235. (*Mr. Roebuck.*) In how long a time can they learn the trade?—They learn the trade, I suppose, in six or eight months to do the work cleverly and well.

236. (*Mr. Goldney.*) At all events, in one year they can learn it?—Yes, they can certainly learn it in one year. I may explain that in the cutting off fustian there is a danger of cutting through it with the knife, and these apprentices at first cut through the fustian and spoil a good deal of it; and therefore for a considerable time they cause more loss than gain to their employers; but after that, they have two years' very fair service out of them. Now it is very difficult to get those children to stick to their work when they have once learnt the trade.

237. (*Mr. Roebuck.*) To stick to their contract, in fact?—Yes; and the consequence is that they are brought up before the magistrates from time to time; and if we had not in our hands the means of telling them that they would be sent to prison, and if their parents did not know that, we should have no means of enforcing these contracts at all.

238. (*Chairman.*) I believe I may say that the class of people who go into the trade of which you are now speaking, are of the lowest possible description of the population?—They are so. It would be almost impossible to get the contracts fulfilled unless there were the power of compulsion held over them. I do not think I ever sent a child under such circumstances to prison, we seldom do such a thing; but we are almost always obliged to threaten them with it unless they go back to their work; and in very many cases we induce them to go back to their work. I should say in nine cases out of ten we induce the children to go back to their work under the fear of the consequences.

239. In the case of these fustian cutters when they are summoned before the magistrate, if you were to estimate the loss which has been sustained by the master fustian cutter, do you believe, looking to the class of persons who are the offenders, that there would be any means of recovering that value from them?—There is none at all. Say that a man lost a 1*l.*, or 30*s.*, or 2*l.*, we can only give him a few shillings telling him, "It is no use to put a burden upon these people that they cannot bear." The principal wages of the family are in some cases derived from those children, and the existence of the family is dependent upon them; and in some cases one of the parents is dead, the father is a widower, or the mother is a widow, and the children's wages are essential to the carrying on of the family arrangements.

240. The master fustian cutters themselves I believe, are of a low class, are they not?—Yes, they are men of small means.

241. (*Mr. Roebuck.*) Let me ask you whether this arrangement would not meet all the difficulties of the case; supposing instead of having the power of sending them to prison if they did not fulfil their contract, you were enabled to put a fine upon them, and that then if the fine were not paid they should go to prison by force of law, would not that have the same effect as threatening them with imprisonment?—We do that, we tell them that if they do not pay the fine they will have to go to prison instead of it, that the result of their not paying the fine would be that they would go to prison.

242. But you see this makes all the difference in the opinion of the working people themselves. They think that they are improperly treated if they are sent to prison for breach of contract, but they do not think that they are improperly treated if they are sent to prison for not paying a fine. Therefore if you put it in that way, "We fine you for not doing so and so, and if you do not pay it the law will send you to prison," would you not meet the difficulties of the case?—I think there are cases in which that would be quite possible and proper, but there are other cases in which it would be so difficult to assess the amount of damage that that course could not be adopted, if it were well ascertained that they could not pay the amount of the damages.

243. (*Chairman.*) You said that you were a magistrate on the bench?—Yes.

244. Could you give the Commission any infor-

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mation on these points : it appears that Joseph Brooks in 1868 was summoned before the court at Warrington for absenting himself from the service of his master Thomas Hunt fustian cutter, and I see the punishment attached to that is two calendar months' imprisonment. There is no explanation of any other circumstances. Could you state from your own knowledge whether in a case like that the party charged would have the option of paying a fine or returning to his work?—As to that case I cannot tell. There must have been something aggravated in that case, either that he had been repeatedly summoned for the offence, or some other aggravation ; but I am quite sure that we should not have sent anyone to prison for merely absenting himself from work, without some gross aggravation of the offence.

245. From your experience as a magistrate on the bench at Warrington, do you know that that is the practice?—I do not know it, most decidedly so. I should never send and I believe I have never sent such a person to prison unless there were some aggravated circumstances connected with it ; for instance in the case of children, circumstances showing that they were incorrigible. A parent will sometimes say "I can make nothing of that child at all." We always ask for the father or the mother to be in court in order that they may hear what their children do, and the parent says sometimes, "I can make nothing of that child whatever, and if you will send him to prison it will be the best thing for him." There are cases in which a man says, "I am obliged to go to work ; I have these children and I have neither wife nor sister to take care of them, they are left in my house, and if they will not go to their work I cannot help it ; I can do nothing with them."

246. (Mr. Goldney.) Practically you, in the first instance, require them either to pay the fine or to return to their work?—Yes.

247. And failing that you say, "If you do not you must go to prison"?—Yes.

248. (Chairman.) What is the practice in the petty sessions court at Warrington, do they take the evidence against these parties in writing or verbally?—Well the clerk should take it in writing, but I fancy that in a trivial case where they plead guilty there is no evidence probably taken further than a statement of the circumstances by the master, the child or his parent having pleaded guilty and admitted that he did do what is alleged, and in those cases the clerk does not write down the statement, nobody is then sworn.

249. (Mr. Goldney.) If the man pleads not guilty, you swear him and take the evidence?—Yes.

250. What age are these apprentices?—We have occasionally communicated with the inspector of factories, because we have thought that they were taken too young, that the parents had made declarations of age which were not true. When we have had the indentures (we have always asked to see them) we have said, "That child does not appear to be of such an age"; and we have asked the parents and then have communicated with the inspector of factories. But they take them at the very earliest time that the law will allow.

251. (Mr. Hughes.) That is ten years, is it not?—Yes.

252. (Mr. Roebuck.) They learn more easily when they are young, I suppose?—Yes.

253. After a child has become a boy or a man it is not so easy to learn?—No, it requires a delicate touch.

254. (Mr. Hughes.) Do they come within the Factory Inspection Act?—They come under the Workshops Act, they were only brought in a session or two ago.

255. (Mr. Goldney.) You say that in the fustian cutting trade the apprenticeship is for three years, when apprentices are able to learn the trade in one year ; does your experience enable you to speak with regard to other trades besides fustian cutters in that respect?—No ; file cutters we do not have so many of.

256. (Chairman.) Is there any other point on which you would like to offer any observations to the Commission?—I should like to say something as to the reasonableness of a man leaving his work without notice ; we require men to give us 14 days' notice and we give them 14 days' notice. Now if there were a large body of workmen in a place it would be quite possible to supply their places at a pretty short notice, but we commenced the iron trade at Warrington, we have imported most of the labour except what we have raised and there is no surplus population to which we could resort in case of any strike or anything of that sort, and therefore it is equally for the good of our men as for our good that a notice should be required. If we turned them adrift they would not be able to get any employment immediately in the neighbourhood ; they would have to go to a distance probably to get any work, and therefore we give them notice. And on the other hand we might have to get men from a distance to fill their places. And upon that ground it would be extremely inconvenient that for either one of us the contract should be terminable without a proper and regular notice. We have found in our experience for many years that a fortnight's notice on either side works well and fairly both to us and to the men.

257. (Mr. Macdonald.) That is your experience?—That is so.

258. I think you have stated that you employ about 1,000 men?—About 1,000.

259. Perhaps you are aware that there are works with a far larger number of men that are carried on from hour to hour, and without any contract lasting beyond the day or beyond the hour?—I have heard of such contracts, but I do not know that I have heard of them in the trade in which I am engaged. I have heard of them in collieries and blast furnaces, and things of that kind, but not in rolling mills. I think any man would see this ; supposing you took, into a new country where there were iron mines discovered, a body of 50 or 60 men and found them houses and accommodation, it would be quite clear that those men could not be engaged upon a contract such as you speak of, either in their own interest or in the interests of their employers.

260. But you are not desiring, are you, that we should have a law made that there should be fortnightly contracts?—No, all that I want the Commission to see is, that it would be an inconvenient thing for the parties on both sides with us (I am not giving evidence as to anybody else) to have contracts that could be terminated at a moment's notice on either side. We say that in our own experience there is a great advantage in the notice, and it would be utterly impossible to do with another species of contract, and that we could not dispense with a notice, nor should we ask our men to work without a notice.

261. (Mr. R. Gurney.) Both parties have found it a convenient course, as I understand you?—Yes.

262. (Chairman.) You have had no complaint against that practice on the part of your men?—No.

263. If you were to propose to your men that the present contract should be abolished, do you think that would be agreeable to them?—I do not.

264. (Mr. Macdonald.) Are you aware that a considerable number of employers came before the committee of 1866, and stated that the most advantageous form of contract was from day to day?—Unless I know what sort of work they did, and so on, I could not give an opinion. I have seen the evidence taken before the Committee of the House of Commons, and I saw what was said on that subject. It must be remembered that if a contract is made which can be broken at any minute then, of course, there is nothing for the law to operate upon ; in fact, there is no breach of it at all ; it cannot be broken ; it is terminable at a moment's notice and therefore there is no operation of law at all. If all contracts were of that nature there would be no use in law of contract, men would have nothing to do but put on their hats and walk out.

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I speak with regard to breaches of contract which this law is made to cure, and I say we find that the contracts we have are capable of being broken, and when they are broken, are capable of producing very great injury to us. And that one or two, or half a dozen men can disorganise a whole works, and that it would be extremely inconvenient, so far as we are concerned, that we should not have the means of enforcing the contracts that we make, whether those contracts are in the interests of the men or in our interest; that they are to be taken in our interests and in their interests and ought to be upheld. We make them freely with the men, and they make them freely with us.

265. (*Chairman.*) In case of breach of one of these contracts, and of your being obliged to summon the man before the magistrates, do you think that the feeling amongst the men is that they are properly treated before the magistrates, or do you think that they would prefer some other tribunal or a tribunal differently constituted. What is your opinion upon the general question?—I think they are fairly entitled to say that the men who try them now may be biased against them. Even although we divest ourselves as much as we can of anything like a class feeling, and although the court is a public court and the man has an attorney and everything of that kind, still I think if there is a prejudice in his mind it is fairly entitled to be considered.

266. Could you suggest to the Commission any mode of avoiding that difficulty in a place like Warrington or in other places where there is no stipendiary magistrate?—I can see that it would be extremely difficult, but I should have thought that before any man was finally sent to prison in a proceeding of that kind the depositions might be sent either to the Home Secretary or to some other person, and that he might be held in custody while the decision was being revised.

267. But would not that involve increased detention?—No, it would only involve detention if there were nobody at hand to whom the question might be referred. In Manchester, for instance, there might be a tribunal which would deal with such questions.

268. (*Mr. Roebuck.*) He might be bailed?—He might be bailed of course.

269. (*Mr. R. Gurney.*) But wherever there is a stipendiary magistrate, do you think it would be desirable that it should necessarily be brought before him?—I think it would. I do not mean to cast the slightest imputation upon anybody in any way, but I think it is a fair claim which men have, that their feelings should be considered, and that not only should that which is just be done, but every reasonable precaution should be taken to remove prejudices.

270. (*Chairman.*) Could you give the Commission any information with regard to other classes of workmen in which you are not interested?—It has just occurred to me that we have had one or two cases amongst the glassmakers, and I see that one of them is referred to in that list which has been sent up here from Warrington. There was a strike in the glass trade and one or two men were summoned who were under contracts for two years. These men broke their contract and they were brought up for a definite breach of it involving a definite sum of money, and that sum of money was awarded against them; it was 2*l.* or 3*l.*; and the money was paid (it was supposed to have been paid by the union) and the men still did not return to their work. They were brought up again on a similar charge for another breach of the contract, involving the same sum, and on that occasion we said, "Now it is quite clear that the payment of the money does not secure the fulfilment of this contract, and you must give security; you must find sureties for the fulfilment of the contract." They did find sureties and in that way went back again to their work.

271. (*Mr. Roebuck.*) And have you the power by the Act of demanding sureties in that manner?—Yes, you can demand sureties for the fulfilment of a con-

tract, and in default of those sureties you can send the man to prison. That again seems to me a reasonable and fair provision, if a man claims to get the advantage of dealing by contract, and breaks his contract and admits that he breaks it he may properly be called upon to give security for the fulfilment of it.

272. (*Mr. Macdonald.*) You say that you desire to have the power of sending the workman to prison in order that you may compel him to fulfil his contract. You are quite aware that all trading people make contracts as well as workmen?—Yes.

273. Would you apply the same principle to every person who fails or neglects to keep a contract in the same manner in which you would apply it to a workman. Thus if an iron maker was to contract with you to deliver you a thousand tons of pigs at 80*s.* and immediately a rise takes place and it goes to 90*s.* he refuses to deliver the pigs because an advance has taken place of 10*s.*, would you send that man to prison because he broke that contract?—I should be quite content with the penalty which I got. It is merely a question of so much money between him and me.

274. (*Mr. Roebuck.*) If he do not pay the debt arising from the injury that he does, is not he sent to prison?—Well, he used to be, but I do not know that he is now, imprisonment for debt being abolished. But I look at it in this way; so far as that contract is concerned, it is a money question; I am perfectly content when the money is paid. I do not ask for more, and I have no right to ask for more. Having bought 1,000 tons of pig iron, which is not delivered, and is worth an advance of 10*s.* a ton I ask for 500*l.*, the money value. If he does not pay he becomes a bankrupt, and if he has acted fraudulently I could proceed against him under the clauses of the Bankruptcy Act, and send him to prison.

275. (*Mr. Hughes.*) But you buy in the other case so much labour?—True.

276. I do not see that you can draw the distinction which you attempt to draw between the two cases?—In the first place the labour that I buy is part of a complex machinery, and it is not a simple contract for a given commodity which I can get, or the value of which I can get; but it is part of a great organisation, and bringing as such additional wages to the man, for instance, if he were a labourer working by himself his wages would be less than they are, as part of a complex machine which makes labour more productive and increases his share of what is earned, and if in consequence of his stubbornness and caprice he breaks his contract he not only injures his employer, but he may cause injury and suffering in some way to a great many other people.

277. So does a man who does not furnish you with the material which he has engaged to furnish you with to enable you to carry the business on?—But in that case it is a mere money loss which he compensates me for afterwards. If there were no other pig iron in the world and I were ruined in consequence of his not furnishing me with it, then I should say that the law would adjust itself to that state of circumstances.

278. It seems to me that in that case a 100 or 500 workmen may be thrown out of employment, and you will get the whole of the fine, and the workmen will get no compensation?—But that would not be so at all; if I were a provident manufacturer I should never think of leaving myself in the condition of depending upon one contract for the means of carrying on my works. Manufacturers keep sufficient material in hand to supply themselves for months, and their workmen could hardly be thrown out of work by the failure of a single contract.

279. (*Mr. Macdonald.*) But supposing that your means would not allow you to do that, is not a person who has not the means placed in exactly the same position as a workman?—I cannot imagine a manufacturer not having material to go on with more than from day to day.

280. (*Mr. Goldney.*) In that case it would rather



enhance the damages, and turn the 10s. into 12s. a ton, would it not?—Yes.

281. Supposing that in dyeing works one man who was a skilled dyer went away, would not that be a very different case from the mere case of buying commodities?—No doubt. If you deal with it in that way, you say that you have bought a certain quantity of skill from this dyer, and I say that he is the pivot upon which this machine turns, and that he gets additional wages in consequence, and that that advantage should involve an equal legal responsibility and corresponding punishment if he breaks the contract; the effects of it are serious.

282. (*Mr. Macdonald.*) You have told us about the complicated machinery in the case of the workman, is there not the "complicated machinery" as much in the case of the person who sells a thousand tons of iron, if by breach of contract he were to prevent your carrying on your business; you would necessarily throw out of employment your whole hands, and they may be starved in consequence of being thrown out of employment. Is not the machinery which is disturbed by that man quite as complex machinery as that which is disturbed by the workmen?—No; and the circumstances could hardly arise in a well-ordered establishment. Then no man need starve because he could resort to the workhouse. And again, a man ought to have some wages in hand, or some credit, or some means to turn to. If he has been conducting himself decently he will have some credit or means of subsistence.

283. Have you rules for your workmen?—Yes.

284. Is not one of these rules that in case of any damage or injury to the machinery, or any stoppage the men will have no claim on you for wages?—No, it is not.

285. Then I must say that, so far as my knowledge goes, you are entirely exceptional in that?—We do not make any such stipulation.

286. I know of no large work carried on in the kingdom where that condition is not specially put in the rules, but you say it is not so with you?—It is not so with us. One may live and learn, and we may perhaps introduce it.

287. (*Chairman.*) Have you any suggestions to make with regard to the Act of 1867, as to any alterations that you think would be beneficial for the employers as well as the employed, or for either of those parties?—I think, so far as my experience goes that the operation of the Act has been very fair. It has an effect upon certain lawless men; with regard to the large majority, 80 or 90 per cent. of the workmen, I do not say that they require the penal clauses in the Act, but then there is a percentage whom it is necessary to hold in check in this way, otherwise they might cause very considerable injury to the well-disposed portion of the workmen. It is a different thing where a man works separately like a joiner with a single tool and forms no part of a great machine, if he is simply making a door or a chest of drawers, it is different from the case of a man who is a part of a complicated machine, which an act of his may throw out of gear. With regard to masters injuring their men, I have understood that builders in London sometimes play tricks with their workmen, but I have no knowledge of masters who do not pay their wages regularly, and who, if their contracts are broken, are not summoned and made to satisfy any claims against them. As to the law giving workmen a priority over other creditors, whether they should be sent to prison or not, circumstances must determine; if their acts are as injurious the same measure should be meted out to them; and it must be borne in mind that the workman is not sent to prison except there are aggravating circumstances which bring his action very nearly to a crime. I can hardly myself draw a distinction between offences of this kind and crimes. It appears to me that a man who injures a large body of workmen, and also deli-

berately and wilfully injures his employer does commit a crime.

288. (*Mr. Roebuck.*) Then from your general experience you cannot suggest any improvement in the Act?—I do not know of any. It appears to me that the Act is very fair as between the two parties.

289. (*Mr. Hughes.*) Are you aware whether there is much feeling about the Act amongst the workpeople in your neighbourhood?—I do not know that there is. I mean to say that we do not find practically any difficulty; we get on with our men, and have very few disturbances. I attribute this in some measure to the effect wrought in the minds of people by the knowledge that there is a power which can compel the fulfilment of contracts. I say the effect of this is to restrain men from acting on the mere impulse of the moment without reflection; they have learned to reflect and know the result may be serious to them; and in this way the mere impulse to act without consideration has been put under restraint.

290. (*Mr. Macdonald.*) Are we then to infer from your statement that the men have a latent desire to break contracts?—No, you are not to infer that at all, but all men act more or less from impulse. There are plenty of men in all classes who are stupid and do not see their own interest, and there is a percentage of workmen that are so, and who will not do even what their fellow workmen think they ought to do.

291. (*Chairman.*) Do you know of any very strong instances where there has been serious loss to parties from the practice to which you have alluded?—We have had in years gone by very great loss arising in that way, as I said before, our furnaces are lighted on Monday, and it takes a great deal of coal to heat the whole apparatus of flues and chimnies, and unless our work goes on immediately, there is great waste; and if in the course of the week any disturbance should take place with the men, there is a very great loss arising from the consumption of fuel without result, or from the result being less than it should be and large quantities of coal have often been thrown away on this account. You must either discontinue working altogether or you must keep up the furnaces and waste coal for the mere purpose of supplying heat without doing anything with it.

292. (*Mr. Macdonald.*) You stop from Saturday to Monday?—Yes.

293. Is that a serious loss?—If we were to work all Sunday, no doubt it would make a difference of some kind.

294. If the stopping from Saturday to Monday is not a serious loss, can the loss be any worse so on the other days?—Well it is part of the calculation of the whole trade that every man gives up work on the Saturday. But supposing that you and I were working in the same trade, and that my men lost me 200l. or 300l. every week, and your men did nothing of the kind, it is quite clear that I could not work in competition with you, but if we are both stopping on the Sunday we are alike as to that. If I lose 20 per cent. of iron and you do not, I am placed in a position in which I cannot compete with you.

295. Then you would not apply the law of imprisonment to breaches of contract, other than those of workmen?—I have not said that at all. I have said that I am quite prepared to deal equally between the parties, I would not imprison men for breaches of all contracts. I would imprison them for such wilful breaches of contract as involved the welfare of other people and for which compensation could not be given. I can hardly understand how a master could do so mischievous and hurtful an act; but, assuming that he did so I would say that he should be subject to the same consequences.

296. Then you would send him to prison as well?—For such an act as I would send any other man to prison for.

297. (*Mr. R. Gurney.*) An act similar in character

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and results to the act for which you would send the workman to prison?—Yes, an act equally injurious to the community.

298. (*Chairman.*) You are for applying the law equally to both master and workman?—Yes, undoubtedly. I should not send a workman to prison for an ordinary breach of contract which he can

repair; if he did a wrong act of this kind inconsiderately, and recalled it, and can make compensation, well and good, but if a man will have his own way, and will submit to no law but his own caprice and will injure other people, he must be controlled by force, and if such control is not forthcoming, organised industry will be impracticable.

The witness withdrew.

Adjourned.

Monday, 15th June 1874.

PRESENT:

LORD WINMARLEIGH, IN THE CHAIR.

THE RIGHT HON. E. P. BOUVERIE.  
THE RIGHT HON. SIR MONTAGU EDWARD SMITH.  
JOHN ARTHUR ROEBUCK, ESQ., Q.C., M.P.

THOMAS HUGHES, ESQ., Q.C.  
G. GOLDNEY, ESQ., M.P.

F. H. BACON, ESQ., *Secretary.*

*Mr. W. Jones,  
Mr.  
W. Callaghan,  
and  
Mr. E. Hughes.*

15 June 1874.

MR. WILLIAM JONES, MR. WILLIAM CALLAGHAN, and MR. EDWARD HUGHES, called in and examined.

299. (*Chairman, to Mr. Jones.*) You are the president of the Liverpool Master Builders Association?—Yes.

300. (*To Mr. Callaghan.*) You are the vice-president of that association?—Yes.

301. (*To Mr. E. Hughes.*) And you are a member of the association?—Yes.

302. (*To Mr. Jones.*) You and Mr. Callaghan and Mr. Hughes attend here as a deputation from that association?—Yes.

303. And it appears from a letter that has been received from you that you wish to be informed as to the particular objects of the Commission now sitting?—Yes.

304. The objects are these. We have to inquire into three subjects;—the Master and Servants Act, the Laws relating to Conspiracy, and the Criminal Law Amendment Act, but the Commissioners decided in the first instance to confine themselves to the Master and Servant Act; and we do not intend to go into the other branches of the inquiry till we have finished this one. Are you prepared to give evidence at the present moment upon the Master and Servant Act, because if you are prepared now to go into the evidence thoroughly we will go on with your examination.

(*Mr. E. Hughes.*) We shall be very glad to give any evidence in our power. We have no special evidence to give as to the Master and Servant Act, except that so far as our trades are concerned the Act has neither acted injuriously nor beneficially but it has been simply inoperative.

305. Do you know why that has occurred with you which has not occurred in other parts of the country?—We cannot say. We have not known any cases that have occurred directly in our trade in the neighbourhood of Liverpool.

306. Is there amongst the operatives of Liverpool any dissatisfaction to your knowledge with the Master and Servant Act?—Not any to our knowledge.

307. Did you ever have to bring up men for breach of contract under the Master and Servant Act?—I do not think so.

308. (*Mr. Roebuck.*) You have had disputes with your men have you not?—Yes, many cases of disputes chiefly with respect to the Criminal Law Amendment Act, especially in respect to picketing, that is our main grievance.

309. (*Chairman.*) Then as I understand you you do not think that you can give us as any valuable evidence as to the working of the Master and Servant Act?—I do not think that we can give any valuable evidence on that subject unless there is some proposition to alter it; then we should like to be heard if we know what alterations are proposed to be made. But

in coming up to London myself, I noticed that a case had been settled by the magistrates in London last Friday wherein an employer, a printer, was sentenced to 14 days' imprisonment in case of default of teaching his apprentice his trade, and we understand that the grievance of the workmen in respect to the Master and Servant Act chiefly lies in that direction, that is, that the Act acts injuriously towards the workmen in so much that they are sent to prison in case of breach of contract and the masters are not sent to prison. That case to which I allude was a case settled at Worship Street Police Court last Friday. It was a case of a boy who was bound as an apprentice who admittedly had misbehaved himself, and the master had dismissed him, but the master had not taken the precaution of calling him before the magistrate, which we think he ought to have done. The magistrate should have had the opportunity of punishing the boy first; but the master did not do so. The boy's mother brought an action against the master, or rather summoned him before the magistrate, and the master brought a cross summons for neglect of duty; the magistrate fined the boy 20s. and costs, and I think ordered him to return to his work, and the magistrate further ordered the employer to find two sureties in 25l. each to take the boy back and teach him his trade, or in default 14 days' imprisonment. We consider that that was a fair decision on the part of the magistrate, seeing that the employer had not already brought the boy before the magistrate for punishment, and we think too that it shows that the law is acting equally between master and servant.

310. And you as a deputation say that—you think the law should act in that way, that it should be perfectly equal between master and man?—Most certainly we wish for fair dealing and free trade between the master and the servant in every respect.

311. (*Mr. Hughes.*) Let me ask you a question on that, I read that decision and was struck by the point which you have named. The master said "I will not take the boy back; he was bound apprentice to me for so many years, but I will not take him back," consequently the magistrate made him find two sureties in 25l. each for the express purpose of making him take the boy back. Now do not you think that if the magistrate had given the master the option of paying an equivalent in money first that would have been a better process?—There was an option given; the magistrate did not send him to prison without any option.

312. (*Chairman.*) Perhaps I had better read the statement of the proceedings: "The misconduct of the boy was not denied, and the magistrate ordered him to pay a fine of 20s. and 2s. costs. That Messrs. Reeves be ordered to fulfil the contract,

"and to find two sureties in 25l. each for the due carrying out of the same. In default of obeying that order, and paying 4s. costs, there would be an imprisonment for 14 days?"—Yes.

313. Have you any other suggestion to make?—I do not think that we have, unless we have reason to believe that any changes are proposed to be made in the Act; if any changes are to be made, we should like to be heard with reference to them.

314. (*Sir M. E. Smith.*) Supposing the Act were to be left enabling the magistrate to do what he can now do under the Act, namely, to order compensation for damages or sureties for the performance of the contract, or in the event of the compensation not being paid, or sureties not being provided, then imprisonment, but striking out the 14th clause, which gives the magistrate the option of sending the man to prison, without giving any alternative, in cases of aggravated offences, what would you say to that alteration?—In cases of that sort, we should assume that due provision ought to be made for the case of a workman who is what we call a man of straw; he may be a man in lodgings, without anything but what he stands in, his clothing; he may disappear as soon as he gets out of the police court, and there should be some provision to meet that case.

315. But, assuming provision be made in case he should not pay for sending him to prison, what I wanted to ask you was, whether you think there is any occasion for the 14th clause, which gives the magistrate power to send him to prison with hard labour in the first instance?—We do not think that that is necessary, except in an aggravated case. If it is known that the case is aggravated, that the men are absenting themselves from their duty for what you may term evil reasons, or in connexion with a conspiracy of the trade union, we think that there ought to be provision made for punishing them in some way. If any better method could be suggested than imprisonment I am sure the employers would be only too glad.

316. (*Chairman.*) But you do not propose to punish a man because he belongs to a trades union?—By no means. I believe the employers in our trade have no antipathy towards trades unions. If the trades unions are fairly conducted, we have no objection to them.

317. (*Mr. Roebuck.*) I understand you to mean that if a man in connexion with a trades union enters into a compact to absent himself in conjunction with others, you consider that to be an aggravated offence?—We do.

318. And you think that the Act ought to provide against that?—We do.

319. (*Mr. Hughes.*) You think that some Act ought to provide against it, but you do not care, I presume, whether it is the Master and Servant Act or the Criminal Law Amendment Act?—We do not care what it is, so long as it has the effect of keeping him to his contract.

320. Those cases would come under conspiracy; you speak of a number of men combining together?—Unfortunately we never can bring the combination home to the men; we know the men are combined, but we never can prove it.

(*Mr. Jones.*) When a man acts individually or in concert, but particularly when he acts individually, there ought to be a law provided to deal with him, for we can never bring proofs that the trades union are in concert with him, it is generally done individually.

321. (*Sir M. E. Smith.*) What would you define to be a breach of contract of an aggravated character?—With the intention of injuring the employer. There are many ways of doing that. A man may stay away from his work and a great deal may be depending upon him; he may stay away and perhaps there may be 40 or 50 men kept waiting for that individual; that is an aggravated case, he throws all these men out of employ; he injures his master; he ought to be at his work to direct and carry on the performance of his work. That is an aggravated case.

322. (*Chairman.*) But I presume you would be required to prove in such a case that he did it knowingly; you would not propose to treat him criminally unless you proved that he did it knowing that he would throw those men out of employ?—Well it is very hard to prove that it is done knowingly.

323. (*Mr. Roebuck.*) Would you not consider this to be an aggravated offence; a man continuing the same offence and being constantly proved before the magistrate to have done it, namely, absenting himself not once only but many times one after another, would you not consider the continuation of that offence an aggravation of it?—Most decidedly.

324. (*Sir M. E. Smith.*) If I rightly understand you you think that to bring a case under the penal clause and to make a man responsible for an aggravated offence there should be some intention on his part to injure the master, not a mere breach of contract?—Well the continually stopping away from work would show the intention.

325. That is only an instance. I want to know whether you think the intention in the man's mind should form a part of the offence in these cases of aggravated offence?—We can hardly get at the intention of the man's mind.

(*Mr. E. Hughes.*) I should like to put one thing before the Commission which I should consider an aggravated offence. In the case of a strike we engage workmen, non-union workmen they may be, or men who have left the union; we perhaps for our own protection ask them to sign an agreement for three or six months (we have done this frequently), and we see them afterwards in conversation with the pickets who are always outside our premises during strikes, even since the Criminal Law Amendment Act was passed; we see the pickets take them to the club room, we see them in the club room day by day with the union men, and the men in many cases absent themselves from their work. I should say that was an aggravated offence.

326. (*Chairman.*) That you would say was a conspiracy would you not?—Yes, they are induced to break their contract with me as an employer by the persuasion or bribery or intimidation of their fellow workmen of the union.

327. During the strikes to which you referred just now was there much of that?—A great deal invariably. Picketing is carried out since the Criminal Law Amendment Act was made law but the men are particularly careful; they are warned by their own officers I mean by the union officers; they are fairly warned not to break the law, but there is nothing in the law at present to prevent them by fair means and honest words persuading their fellow men to absent themselves from their work.

328. (*Mr. Hughes.*) You do not wish that altered, do you?—We do not, if the men do it in a proper spirit.

329. (*Chairman.*) You do not object to persuasion?—Not to fair persuasion, but we object to men hanging about our premises in numbers for hours together; they do it still, but not so frequently as formerly. I was engaged in Victoria Street in London last year in engaging men for Liverpool during the long strike and the pickets there went to and fro past our office for many weeks with boards in front and behind to warn men not to come.

330. (*Chairman.*) This is going into the Criminal Law Amendment Act, I think. Unless you can bring it within the Master and Servant Act as an aggravated offence, I think it hardly within our scope at present?—I think it does bear on the case.

331. A man taking part in a transaction like that you think guilty of an aggravated offence?—Yes. I engaged a good many men in Victoria Street last year under 'six months' contracts. We were bound to find them work for six months in Liverpool, under a printed form of agreement, and had to pay their expenses down to Liverpool. As soon as they got outside the pickets persuaded them away, and we had no remedy, although they had signed the agreement.

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*Mr. W. Jones, Mr. W. Callaghan, and Mr. E. Hughes.* We had scores of cases of that sort during last May and June.

332. (*Mr. Roebuck.*) You had no remedy, because the men were what you call men of straw?—Yes.

333. They had no property; they had nothing but themselves, and that you could not attach?—No. We took no means except advertising, and arranging amongst ourselves to wait in an office in Victoria Street to engage men. We had reason to believe that pickets frequently engaged themselves, and travelled in the same railway carriage with our men down to Liverpool, and polluted the men on the way, and as soon as they got to Edgehill station took the men out.

(*Mr. Jones.*) Supposing they were engaged to-day, we paid them from, we will say, 6 o'clock to-morrow morning, their whole time; therefore we considered that they were really our servants.

334. (*Chairman, to Mr. E. Hughes.*) What was the nature of the agreement, was it a written agreement?—A printed agreement.

335. Signed by witnesses?—Signed by the president of the Builders' Association, or the secretary on his behalf, and by the workman himself.

336. Was it a document which you were advised that you could enforce in a court of law?—I am not quite certain whether we took legal opinion on that point or not in that case.

337. (*Mr. Goldney.*) It is a simple contract of hiring service?—Yes. I may say that there were actions brought against employers in Liverpool on those contracts by the workmen. I mean the workmen that went down and were worthless. They engaged themselves as good workmen, "fair average workmen," those were the words of the agreement.

338. (*Mr. Bouverie.*) Did you in no instance attempt to enforce the contract against the men under the ninth section of the Master and Servant Act?—We did; but in one or two cases where the men had been arrested for other reasons, for intimidation or something of that sort, and these cases were compromised generally. The magistrates in Liverpool always act leniently towards the men; we have found that so; and in cases where the magistrates have convicted the men have been nearly always let off at the quarter sessions, although we considered the case very strong indeed.

339. (*Sir M. E. Smith.*) They must have been let off because the quarter sessions did not think the evidence sufficient to convict?—Well, in many cases there has been a little pressure brought to bear upon the employers to induce them to say that they did not wish the case to be pressed. Practically there has been very little punishment of men in the neighbourhood of Liverpool for breach of contract, or even for intimidation.

340. (*Mr. Goldney.*) But do you think that having this power in the Act of Parliament restrains men from committing aggravated offences. I mean whether the fact of this 14th clause giving a power to the magistrates to act in cases of misconduct of an aggravated character or ill-treatment or injury to property which cannot be dealt with by fine, even though the power is not exercised, is beneficial?—We do think so. The officers of the workmen's unions advised them to that effect that they must be careful not to break that law; or else the men themselves, I believe, are perfectly ignorant of it till they receive advice in a public meeting.

(*Mr. Jones.*) I have not here the form of agreement that we make with those men, but I shall be very happy to send the Commission one.

341. (*Mr. Hughes, to Mr. E. Hughes.*) Your experience, as I understand you, is that the officers of the union now do advise that the men should keep within the law?—They do.

342. (*Mr. Roebuck.*) That is for the purpose of evading the law and not breaking it?—Yes.

343. (*Mr. Hughes.*) What do you mean by that answer?—The officers of the union advise the men to be very careful not to break the law because it will have a certain effect upon them; and the officers of

the union at the same time write out documents for the men to distribute in the streets showing them how they may evade the law.

344. Can you give us any of those documents?—I think I can. Last year, in Liverpool, they were handed to the men as freely as possible in all the railway stations and other places.

345. Do you mean that the officers of the unions give advice to the men how they can evade the law, or how they can keep within it and do what the unions think desirable?—How they can picket without breaking the law?

346. (*Mr. Roebuck.*) Let me put it in this way; that they may obtain the end against which the law is directed without breaking the law?—That is about it.

347. (*Mr. Hughes.*) Is that so? Picketing of a certain kind, that is where one man does it and where he only uses persuasion, is within the law, is it not?—No; I beg your pardon.

(*Mr. Jones.*) Yes, certainly you are right there.

348. (*To Mr. E. Hughes.*) There is a picketing which is lawful because we fought it out in the House of Commons, and what was done by the House of Commons was to say it must be done by one man?—The House of Commons first said "with two or more persons," but it was amended by the House of Lords to "one or more persons."

349. Do I rightly understand that you are against picketing altogether?—Most certainly we are; we do not mean to say that a man should be sent to prison if a single man speaks to another, but if he follows him about from place to place, we think that ought not to be allowed. Workmen who have been in my employ for 22 years have been followed about for months together from 5 in the morning to 8 in the evening, and the bell-man of the town has gone round warning the inhabitants not to give them lodgings.

350. That is unlawful picketing; but I want to understand whether your association is against that form of picketing which is still allowed by law?—We are against all picketing in the public streets and about our own doors.

351. But if so how are the unions, which you say you do not wish to abolish, to give information to the men?—In the club-room and through the press; we do not send the employer in the public streets and in the front of the club-room.

352. No, but you inform one another of the names of persons who have left your service, do you not?—I have never known it done in my life, not in one instance. I have heard of it being done, but in very few instances.

353. (*Mr. Bouverie.*) You have no black list then?—No. I have never seen a name published or written in my life in that way.

354. Then I understand that as far as the attempt to enforce a contract under the 9th clause of the Master and Servant Act goes, by the jurisdiction of the magistrate, and requiring sureties to be given that a man shall fulfil the contract, practically in your business that is a dead letter; you have found no advantage from it at all?—We have found no advantage from it unless that it may be that it deters a man (and we have reason to believe that it does deter a man) from absenting himself; but practically it has been in-operative in our trade.

355. In regard to enforcing that, you have not done it?—No, we have never enforced it.

(*Mr. Jones.*) There is no doubt it is a great preventative among our men; the same as we find strike clauses in contracts. It is a preventative; it may not be a cure.

356. Are your contracts generally for a term or for a period?—In the employment of labour they are not; generally it is from week to week.

357. They are paid by the hour?—They are paid by the hour, but engaged by the week.

358. (*To Mr. E. Hughes.*) Is there a mutual notice of a week?—No, it is not customary to have

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any notice at all. The men are paid up to Friday night for the convenience of making up the books before the pay time, so that we may commence payment the moment the men leave off work on Saturday.

359. (*Sir M. E. Smith.*) Have you six hours guarantee?—We have six hours guarantee till the man is discharged or leaves our employ. At half-past 12 on Saturday, if he asks to leave, he is paid that six hours then.

360. (*Mr. Bouverie.*) As I understand you, the ordinary practice is to pay him up to Friday night?—Yes.

361. And then that six hours is paid on the following Saturday?—Yes.

362. During that week you always have that six hours on hand?—Yes; in a large establishment we could not pay the men conveniently except in that way.

363. (*Chairman.*) Are your establishments large?—Yes; my own and Mr. Jones'. We represent nearly 200 employers in Liverpool.

364. How many men do you employ?—About 150 at present.

365. What is the largest number do you suppose employed by one firm; for instance, what number do the Messrs. Holme employ?—I should think about 300 or 400, but they sub-let a great deal of their work, and therefore indirectly they will employ a great many more.

366. (*Mr. Goldney.*) What is the number of workmen you assume to represent?—I should think we represent the employers of nine-tenths of the workmen in the building trade of Liverpool. We represent all the regular Liverpool builders, but the speculative builders we do not represent.

367. How many thousands are employed in the building trade in Liverpool?—I really cannot tell; I think the census would show that.

368. (*Mr. Bouverie.*) Is it merely masons and bricklayers, or joiners and other trades that you represent?—Every trade in the building trade. In our association we have committees of each trade, and they form a large committee of the whole association.

369. (*Mr. Roebuck.*) Every trade employed in the building of a house?—In any building; masons, bricklayers, joiners, plumbers, painters, iron-founders, and so on.

370. (*Mr. Bouverie.*) Is there any difference in the contracts that you make with the joiners, for instance, as compared with those which you make with the masons or the bricklayers?—There has hitherto been a great difference in the contracts of all the trades, because each trades union make a demand by itself. The plasterers make a demand, say, for a reduction of hours; as soon as they have got it, two or three weeks after that, another trade says, "The plasterers have got a reduction of hours, we want a reduction;" and the same with an increase of wages. That has always been the case; but since our masters' association has been established, our object has been to have all the workmen work the same number of hours and under exactly the same rules, the only question being the difference of wage at a rate per hour.

371. Have you effected that object; is it practically so now?—Nearly so.

(*Mr. Jones.*) And with regard to the hour question, I believe we have effected it altogether. He had great difficulty in doing so and the men were very much against it; but I believe now the men are greatly in favour of working by the hour.

372. That you may say is the general feeling now?—It is with us in Liverpool.

373. Does it work satisfactorily?—Very; I have a number of men working now in Wales. It is not customary to work by the hour there, but I have taken the rules of my establishment of Liverpool there and the men are greatly pleased with working by the hour, in fact they say that if a man works

half an hour he gets paid for it and whatever the man works that he is paid for. The day may be 10 hours in one place, 9½ in another, and 11 in another. Now comes the hour question and sets all that matter to rights.

374. (*Mr. Goldney.*) Does it involve any question of overtime?—Yes, overtime is paid for; but there are clauses of course in the agreements of various trades providing how overtime is to be paid, time and a half or time and a quarter, whatever it is.

(*Mr. E. Hughes.*) They are paid time and a quarter for the first two hours, time and a half for the next two or four hours, and double time on Sundays.

(*Mr. Jones.*) I have a case now, in which the men asked to be allowed to work overtime. In the country for instance—they do not wish to go walking about for themselves, but they say "We prefer working overtime if you will permit us, and we will work overtime at the same rate as our ordinary wages." The carpenters and joiners in their rules say "All overtime made at the request of the employers to be paid by the hour, at time and a quarter up to 10 p.m. on the first five days of the week, all overtime after 10 p.m. to be time and a half; on Saturday all over-time to be time and a half, on Sunday double time."

375. (*Mr. Roebuck to Mr. E. Hughes.*) Under what circumstances do you work on Sunday?—Only in cases where there is machinery, and a break down. Or in case of an accident, or a fire, or anything of that sort, any special case. There is no work done practically on Sunday.

376. (*Mr. Goldney.*) In railway work for example?—Yes, I have men myself that work occasionally on Sundays.

377. (*Mr. Bouverie.*) Are these questions practically adjusted between the unions on the part of the men and the associated employers on the part of the masters?—Every branch of the building trade in Liverpool has agreed, the Masters' Association and the trades unions have agreed to it and we have printed rules signed by representatives of both bodies.

378. If the trades unions have any question about time or wages, would that be dealt with by the associated masters as a body generally, or would the individual master whom it concerned deal with it himself?—Any master in our association who has a difficulty in that way is requested to communicate with our secretary. He calls the representatives of his particular branch of the trade together (there are three of each branch of the trade on our committee) and they consider what is to be done. They call the trade together, the general body of the trade, and they get the approval of our large joint committee before any decision is come to, and no strike or lock out can take place in any one trade connected with our own association without the consent and sanction of the large committee.

379. (*Mr. Goldney, to Mr. Jones.*) If a man asks you to give him overtime, being in the country, you pay him at the ordinary rate for that overtime?—Yes.

380. But if the employers require men to work overtime, then they are entitled to the increase?—Yes.

381. If the application comes from the man you give him the same rate as his ordinary wages?—Yes.

(*Mr. E. Hughes.*) But practically except in the country where men are idle in the evening they do not work overtime.

382. Have you much piecework?—We let it to employers, for instance, I may let the excavation to one and the brickwork to another.

383. You have no piecework with your men?—I never let any piecework myself. There are a few employers who let piecework, but practically not many.

384. Not in building a wall?—No, very seldom. The union sets its face against it, but now since we have associated ourselves we have a little more



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authority than we used to have; but previous to our association being in existence the union would not allow a man to work piecework for a builder, but they would allow him to take piecework from you or from any gentleman not in the trade.

385. It was part of their rules that the men were not to take piecework from their masters?—Yes.

386. And therefore you have acted on that and do not engage with men for piecework?—No.

(Mr. Jones.) But speculating builders do it largely in Liverpool. They let to bricklayers who work by the yard, and they let to plasterers again.

(Mr. E. Hughes.) That is the commonest class of work, what we term cheap builders.

(Mr. Jones.) But amongst the master builders proper it is not done or only to a very limited scale.

(Mr. E. Hughes.) The best men we require for other purposes, we cannot afford to spare their time for piecework. A good man could earn perhaps double his wages by piecework, but we cannot spare that class of men.

387. (Mr. Goldney.) And the union having set their faces against it, you accept that?—Yes. If we let piecework to an inferior workman he will have his money every Saturday whether he has earned it or not. If we have a job worth 20*l.* for instance at 2*s.* a week he has got the 20*l.* at the end of 10 weeks and perhaps has not done the work. We cannot afford to let that work to inferior men.

388. (Mr. Bouverie.) How long have you been in existence as a masters' association?—About seven years.

389. Practically have you found that the association has really tended to create greater harmony between you and the men?—We have found that; and besides that I consider our trade is better in every respect. Previous to that, I consider it was a degradation to be a master builder in our district from the difficulty and the coercion on the part of the unions. I have been persecuted myself to a very great extent indeed in the town of Liverpool by the unions, my name has been placarded over the streets; and the whole strength of the unions in Liverpool and Birk-enhead has been brought to bear against me to stop my work, and the same thing has occurred in other towns, and I have had to have the protection of the county police for my workmen in Lancashire. The union have sometimes employed the bellman to warn the inhabitants not to give lodgings to my men. One

of my best men, a man of some property, who had worked with me for 22 years, was turned out of his lodgings by the action of the union four times in one week, and he was a very respectable man.

390. (Mr. Hughes.) You think that could not happen now?—No, but I think it is more from our having banded together and protected ourselves.

391. (Mr. Roebuck.) It is more from the power by which you are protected than from good feeling on the part of others you think?—Yes, I think so.

392. (Mr. Hughes.) Your association was commenced before the Criminal Law Amendment Act and the Trades Union Act of 1871?—Yes, we are in our seventh year, I think. I may say that while I was engaging men in Victoria Street, Westminster, almost the first question of nearly every man that came to the table for employment was, "What protection shall we have when we get to Liverpool?" and we had to explain the means that we took for protecting them. We told them that if they went straight to their work and kept out of the public-house, and kept sober, and did not allow themselves to be interfered with by men in the streets we believed there would be no breach of the law. We told them that the men were advised by their solicitors and legal advisers how they should act, and practically we thought there would be no molestation, but if there was the magistrates were inclined to protect them.

393. (Mr. Roebuck.) Your association is not that which has been made within the last few years, the large association of associated masters?—No, that is an association of employers in every trade; ours is simply the Builders' Association of Liverpool and the outlying districts.

(Mr. Jones.) I wish it to be clearly understood that should the Criminal Law Amendment Act come up in this Commission before you the master builders at Liverpool are very desirous at any time to give you unreservedly any evidence that they have it in their power to give, and to produce before you any papers or documents that they may be possessed of, and to give you, in fact, every possible assistance.

394. (Chairman, to Mr. E. Hughes.) Seeing that we do not intend at present to go into the further question of the Criminal Law Amendment Act or conspiracy will it be an object to you to come and give evidence when we do go into those subjects?—Decidedly, we should like to do so if there is any probability of the clauses in that Act being modified.

The witnesses withdrew.

JAMES EDWARD DAVIS, Esq., called in and examined.

J. E. Davis,  
Esq.

395. (Chairman.) I believe you have been a magistrate in the Potteries and at Sheffield and are now in London?—I am counsel for the Home Office to the Metropolitan Police Commissioners at the present moment. I was magistrate in the Potteries from 1864 up to 1870, and then I was asked to go to Sheffield.

396. Part of your time was during the operation of the Master and Servant Act?—Yes, I was three years before the Master and Servant Act and three years afterwards at Stoke-upon-Trent in the Staffordshire Potteries; and three years and a half since at Sheffield.

397. Would you give your opinion to the Commission as to the working of that Act?—On the whole, I think, extremely good. I may say that I mainly put in force the provision of the Act enabling the magistrates to call upon the person summoned to perform his contract; in fact, a rough specific performance of the contract by means of the defendant (generally of course the defendant was the employed) undertaking by recognizance to perform his contract with or without a surety.

398. Has it occurred to you often to have to punish a man under the 14th section of the Master and Servant Act as having been guilty of an aggravated

offence?—I only exercised the powers of that section once at Sheffield. I have not the means of ascertaining how far I did so in the Potteries, but it was very rarely there, and only once in three and a half years at Sheffield.

399. Can you recollect what the exact circumstances of the case were in which you did so punish the man?—I can only give my general impression, because unfortunately I have not been able to get a note. I believe that there was actual mischief, the result of the man's absence entailing mischief and damage to the employer beyond the mere loss of his services—neglecting to attend to a boiler or something of that kind, I believe.

400. And do you consider that that was an aggravated circumstance which enabled you to impose imprisonment instead of fine?—Instead of fine or compensation? Yes; it was a short imprisonment, 10 days only.

401. (Mr. Roebuck.) Did you give him the option?—No, it was without an option.

402. (Mr. Hughes.) As a magistrate do not you think that the crime or whatever you please to call it which you have just mentioned would come within the Malicious Damage to Property Act?—No; not where there is no intention to do actual damage. It

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is one of those things which the general Acts for the protection of property have not provided for; negligence and indifference, for instance going away to the public house and drinking without considering, or if considering then disregarding, the natural consequences. I think (but I am not positive) that in that case the full amount of damage that might have been naturally anticipated did not result; but even if it had it would not be within the provisions of the Act as to malicious damage.

403. But if the damage does not result you do not consider it an aggravated offence, do you?—Well, I should rather be inclined to say that if but for the intervention of others life was in jeopardy or property to a very serious amount, that would be an aggravated case, and that it could not be met by compensation. The 14th section makes that provision for cases that cannot be met by means of compensation.

404. (*Chairman.*) But so far as you are concerned you have never punished a person criminally for simple breach of contract?—Never.

405. Have you in the course of your experience heard of any such punishment being inflicted for simple breach of contract since the passing of the Master and Servant Act under the 9th section of that Act?—But there is no power, under that section, of direct imprisonment.

406. But under the 9th section punishment has always been inflicted in default of paying of the fine imposed?—There has been imprisonment for non-payment of the fine or compensation. It is very rarely that I have imposed a fine. In cases of compensation, imprisonment has followed default in payment; but principally the power exercised under the 9th section was that of requiring a surety for the performance of the contract.

407. (*Mr. Goldney.*) I suppose if they did not give the sureties, then you could send them to prison?—I believe I never exercised even that power. The man would perhaps say at the moment, "Well, I cannot find a surety, I am a stranger." Then I have said, "Will you undertake yourself, then, to perform your contract?" and, generally, I have said to the employer, "This man is a stranger, take his word, take his own recognizance in 5*l.* that he will perform his contract; if he does not do it, then he will be brought up and sent to prison."

408. (*Chairman.*) May I ask what is the largest damage that you have ever awarded?—I think I have awarded damages up to 40*l.* or 50*l.* where actual damage has taken place, exercising the powers of the 9th section.

409. What is the highest sum that you have awarded as a fine?—I am not prepared to answer that, because I so rarely exercised the power of imposing a fine.

410. (*Mr. Roebuck.*) But, though you have not exercised the power of the Act, have you any idea whether the Act has had a preventive effect, although not put in force?—What part of the Act do you refer to? I have always acted under the Act.

411. I am talking, first, of the 14th clause, and then of the 9th, where you say you have not imposed a fine; though you have not imposed a fine, do not you suppose that the Act has had a preventive force, though not actually put in force?—That is to say, not actually put in force as regards that particular mode of exercising the Act by fine. I have put the Act in force, but have taken that part of it calling for specific performance. I thought that was the great want; the employer wants his contract performed, not damages or fine. "The way to get it performed is to call upon the man to do it, and in a way that can be enforced, namely, by his own recognizance, accompanied, if he can find one, and if it is reasonable to require it, by a surety, in 5*l.*, generally."

412. But supposing it were proposed to alter the Act, do you think that we could safely alter it so as to leave out the power of imposing a fine. Do you not suppose that the power of imposing a fine, although the fine be not imposed, is a beneficial power to have in the hands of the magistrate?—I would rather see

the fine done away with. I would rather see it reduced to specific performance and compensation in damages.

413. (*Sir M. E. Smith.*) And in default imprisonment, I presume?—In default, imprisonment.

414. As a means of enforcing either the specific performance or the compensation?—Yes, as applied to both, with some limitation.

415. (*Mr. Bouverie.*) That is the way you worked it practically, as I understand it?—That is the way that I worked it practically.

416. And it was successful?—I found it work very well, I must say. But it is right that I should tell the Commission that perhaps I am rather too favourably impressed with the notion of a surety, because it was upon my suggestion to Lord Elcho previously to the passing of the Act that the system of sureties was adopted. I have worked it under that, and always found it, I think, beneficial.

417. (*Mr. Hughes.*) You have treated this Act always as an Act intended for the enforcement of civil contracts between master and servant?—Most certainly.

418. And your opinion, as I understand you, is that it would be advisable that it should be cut down to a civil Act?—I think so. I think any criminal part of the Act, that is to say, any provisions of a criminal nature should be embodied in a separate Act, and that as far as possible it would be very desirable that the enforcement of these contracts for specific performance or payment of damages should be in a civil court. Unfortunately the local courts, the county courts, do not sit often enough, and a delay of 10 days is required, and it is necessary that the process in these cases should be speedy; 48 hours in a magistrate's court is sufficient.

419. (*Sir M. E. Smith.*) The county courts do not sit sufficiently often or in a sufficient number of places to make it convenient that they should have the jurisdiction?—That they do not sit often enough in many places is the great objection. I think in Sheffield the court sits three days a week. In the case of the county court it requires 10 days' service of the summons, while 48 hours is sufficient in the magistrate's court.

420. (*Mr. Bouverie.*) Is not the process a more costly one before the county court?—The costs of the magistrates' courts vary very much; in Sheffield the magistrate's court is cheaper than the county court.

421. Have you found in the Potteries or at Sheffield that the men worked this clause against the masters as well as the masters against the men?—That is just one of the points which I was coming to. In 1871, the first whole year at Sheffield, there were 405 summonses issued. The whole of those would not come before me, but most of them would. A few would be settled. As a matter of course almost every case of master and servant, or employer and employed, came before me, as being the police magistrate, instead of before the other magistrates who also sat daily. It was desirable of course that they should come before me. There were, as I have mentioned, 405 cases under Lord Elcho's Act in 1871; there were 582 in 1872, and 579 in 1873. I merely call attention to those numbers because they mark the increase in the number of cases concurrently with the prosperity or the briskness of trade, increasing very remarkably as the trade increased.

422. May I ask what proportion of those were cases of employers against employed?—I may say substantially all were by employers against employed, but many of those cases were by employers themselves in the position of servants. At Sheffield a great part of the trade is carried on by forgers and strikers, all the wrought iron and cutlery specially are carried on in one stage by forgers and strikers. The forger is himself the servant of the manufacturer, is employed by him, and is a servant under Lord Elcho's Act; but he himself is a master and employing his striker who has a share of the amount which he receives; and the forgers exercised the powers of the Act extensively, putting it into operation against their own men, and

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being themselves servants they were often called upon under Lord Elcho's Act by their own immediate employers. In 1871 there were seven cases by forgers against their strikers; in 1872 there were 25, and in 1873 there were 39, increasing very much also as the trade increased. Of the strikers against the forgers in 1871 there were three cases, in 1872 there were six cases, and in 1873 there were 10. I may state that with regard to all the numbers that I have mentioned the numbers exclude wages, because the general opinion has been that the recovery of wages is not within Lord Elcho's Act. I must say I entertained a different opinion myself, but the text writers who govern the practice of the magistrates' courts, the late Mr. Oke, Mr. Stone, and I think Mr. Manley Smith, all regarded the Act as not including wages, and therefore I yielded to that and to the practice which I found prevailing at Sheffield, when I went there. The magistrates' clerks continued to issue all the summonses under the Act of the 20th of George the Second, and the figures that I have given do not include claims by the men against their employers for wages. The number of summonses in 1871 for wages was 154, in 1872 the number was 123, and in 1873 it was 116. So that as the one class of summonses under Lord Elcho's Act increased with the prosperity of trade, the claims for wages diminished.

423. (*Mr. Roebuck.*) You do not mean that the payment diminished, but the demand for payment?—The demand for payment.

424. (*Sir M. E. Smith.*) The words of the clause seem to be large enough to include all questions between master and servant embracing the questions of wages?—I always thought so, and I am glad to hear that opinion of mine confirmed.

425. (*Mr. Roebuck.*) And how was it governed by the text writers?—The clerk said, "The practice is so" and so; it is laid down so and so; we have always "issued our summonses in this form; there is the "authority," and I yielded to that; practically it has not made any great distinction.

426. (*Mr. Bouverie.*) Is the case exactly the same under the old Act?—They are both governed by Jervis's Act. The payment of a definite sum of money would be regulated by Jervis's Act, subject to the Small Penalties Act governing both.

427. (*Mr. Hughes.*) You attribute the great increase of the summonses under the Act to the prosperity of the trade. May it not be attributable to the confidence which parties begin to entertain in the Act as it is better known how it is worked?—I think not. I shall be very much surprised this year if by the 31st of December the number has not gone down with trade.

428. What proportion of these summonses, 405 in 1871, and so forth, were in the case of apprentices who had neglected their work?—I cannot give that. I could if required get at the numbers, but unfortunately I have mislaid my own note book.

429. Were there many;—A considerable number, no doubt. One of the great difficulties in dealing with the Act was in regard to the case of apprentices.

430. (*Chairman.*) Do you think that that class forms the larger portion?—No; perhaps one seventh or one eighth of the cases. I think it would be more likely to be one tenth.

431. (*Mr. Hughes.*) Do you think that the relation between master and apprentice and between master and workman ought to be under the same Act, that they ought to be dealt with under the same Act?—Yes, I think they ought, but I think the third person in the contract of apprenticeship ought to be brought within it. That is generally the father. The parent or next friend who covenants for the services of the apprentice ought to be within it. I felt a great difficulty in dealing with apprentices in consequence of that.

432. I agree with you very much, and therefore it appears to me that the relation is one which ought not to be dealt with by the law of master and servant?—If you will allow me to say so, specific performance

is what I rely upon. The jurisdiction which the courts of equity exercise as to specific performance does not in practice apply to personal services, but if it did, it would extend to infants if in other respects the contract was binding on them.

433. But a court of equity could enforce the presence of all parties interested in the contract, and that is precisely the point where this Act breaks down?—It would be very desirable indeed that that should be remedied. I have always thought that the parent ought to be before the court.

434. (*Mr. Roebuck.*) This is a question of pure arrangement in law. Do not you think that the nature of the relation between master and servant, and the nature of the relation between the master and apprentice, partake very much of the same character, and that they therefore should be brought under the same category in law, it being a mere question of form?—Yes, it is the performance of the contract which is the great thing, not the payment of damages. And I may state that, owing to the goodness of trade at Sheffield in 1872 or 1873, the cases of the apprentices I am quite satisfied have been more numerous, and for this reason: in regard to almost all the apprentices in Sheffield, and I believe elsewhere, the system is very different from what it used to be. Instead of a premium, wages are paid, but of a smaller amount, and at the end of the first or second year the apprentice could, if free, earn higher wages if trade is brisk. Very often a father has been really the person who has seduced his son from his employment and put him elsewhere to get higher wages. The boy is brought before me. I have always insisted on the parent or the person who has been a party to the indenture being present in court, and have adjourned the case often for his presence, so as to hear what he has to say; and I have often had the case of a boy who has been placed in a difficulty between, on the one hand obeying the parent, and on the other hand his master, and I have endeavoured always in those cases to try and make an arrangement in the absence of any power to enforce it as against the father, by explaining to the father that he was liable to an action by the master, and so on, and adjourning the case and trying to get the boy to find some third person as surety for the performance of the contract, and in that way effecting an arrangement of some kind so as to enforce the contract, at the same time without dealing harshly with the boy. In one or two cases I have abstained from enforcing it directly against the boy; he cannot, being an infant, enter into a recognisance, and it is only by coaxing, in the absence of a power against the father, that you can get a remedy.

435. (*Mr. Hughes.*) But you think it is impossible, with the Act as it stands, to bring either the father or the guardian before the court; and I understand you would be of opinion that if the case of apprentices is still to be dealt with under this Act, there ought to be such an amendment as would bring the father or the guardian before the court compulsorily?—It would be a very desirable amendment of the Act, an extension of the power; once get the principle that specific performance of the contract is what is wanted.

436. If we are to deal with it as a civil Act for enforcing contracts, clearly all the parties ought to be before the court?—Yes.

437. (*Mr. Goldney.*) Supposing the boy is a bad boy, and the father is anxious to make him perform his contract, but is unable to do so?—When the boy absents himself against the will of the father, you have to make allowance for the youth of the boy.

438. But I mean having by the Act power over the boy to frighten him; in that way you have the power to compel the performance of the contract?—You are able to encourage him; I would rather say "encourage" than frighten.

439. (*Chairman.*) You have made that suggestion for an alteration of the Act. Have you any other suggestion to make with a view to its alteration?—I should be very glad to see this really made a civil



matter, by giving the jurisdiction to county court judges.

440. Now you have had experience in the Potteries and at Sheffield; could you suggest to the Commission any mode by which you could get these cases adjudicated in the rural districts, or in smaller towns, where there are no stipendiary magistrates?—It would be impossible to have a system of police or stipendiary magistrates through the country apart from exercising civil jurisdiction. I should like to see this made part of the civil jurisdiction of the local judges, the county court judges.

441. The complaint which we have had before us on the part of the employers is this, that with regard to persons who break their contracts the greater number of the people who so break their contracts are men who have no fixed residence, and who must be dealt with on the spot, or not dealt with at all. Do you see any way of administering a civil contract with men of that kind, and exclusively a civil contract?—I must say that those men would form a very small minority. Most of the cases which have come before me were cases of men who were residents, natives of the place or resident from year to year, not going away at all.

442. But we have had evidence given to us here that the puddlers in Lancashire, and that class of men have generally no fixed residence in the country, how would you propose to deal with them if this were a matter of civil contract only?—There is a very great difficulty under Lord Elcho's Act, in getting a man who absconds in the first instance; you cannot issue a warrant until after he has failed to appear in answer to the summons under the 9th section. There must be no doubt a power of compelling the appearance of the person, because there can be no judgment by default, as it were; you cannot adjudicate by recognizance in the absence of the defendant as you can in a case of debt. No doubt, therefore, it would be necessary if you made this a civil proceeding to enforce the actual appearance of the defendant.

443. Would you suggest to this Commission in what way you would do that?—To that extent, no doubt, you would have to give the county court judge, or the magistrate, or whatever the tribunal was, a mode of compelling the actual appearance of the defendant by a warrant, or something analogous to a warrant, after default in the first instance.

444. Could you, do you think, do away with the present custom of summons altogether?—You would have a civil summons first of all, just as you have now in the magistrate's court, only returnable at a much shorter interval than a summons is now returnable in a county court.

445. And who would have to issue that summons, according to your plan?—The judge of the county court, or the registrar.

446. But, inasmuch as the county court only sits sometimes once in a fortnight, or once in three weeks, or even more seldom than that, how would you deal with a case that required immediate jurisdiction?—There is no doubt that it is impossible to apply the existing state of the county court system to my suggestion. You must increase the number of the judges, and you must regulate their duties and the practice of the court, with a view to these classes of cases.

447. But how would you propose to do that, because that is the real difficulty that we have to meet. It is a daily transaction, in which it is desirable that the offender should be brought before the court within a certain number of hours?—At present it takes practically, I suppose, from three to four days in the magistrate's court; the person has to attend and give his instructions, and a summons has to be made out.

448. That is a criminal summons, is it not?—No, they are not criminal summonses, because it applies all cases of orders as well as to convictions; it applies to all kinds of things before the magistrates under Jervis's Act, orders which are not criminal. The summons in the county court in these cases might be made returnable at a much earlier period, and I think

the issuing of the summons in the first instance might be left to the registrar, because, as a general rule, when these cases now come before the magistrate, he knows nothing of the case previously. I merely (as a magistrate) sign my name to the summons; I do not consider the merits of the case in the least until the parties are before me. The issue of summonses, when not upon oath, is practically all over England in the hands of the magistrate's clerk.

449. Take the county of Lancaster, for instance; the county of Lancaster has been divided into a certain number of districts for county courts, which are very large districts indeed. Supposing that the summonses were to one of those county courts, the case would have, under the present system, to go on sometimes for a month and sometimes for six weeks before it could be adjudicated?—That would be out of the question.

450. Do you think it would be possible to increase the number of those courts to such an extent as that you could get as speedy an adjudication as you can now before the magistrate?—I think it would be quite possible, but of course it would involve a considerable increase in the number of county court judges.

451. (*Mr. Roebuck*). You mean paid judges?—Yes, exercising a civil jurisdiction.

452. (*Sir Montagu Smith*). As the county courts are at present arranged you think that it would not be possible that they could work this Act?—No.

453. You think that if those arrangements continue the jurisdiction of the magistrates must remain?—No doubt.

454. Then this raises a very large question indeed, namely whether county court judges should be increased to such a number as to enable them to work this Act?—Yes.

455. (*Mr. Goldney*). I understand your view to be that the fulfilment of the contract is what you look upon as the great end to be attained under this Act?—I think so. I have always found that the employers cared little about the money, about getting actual compensation, and that they wanted labour.

456. The employers think, and you yourself think, that the fulfilment of the contract is the first object to be attained?—Yes.

457. That being the object the rapidity of justice is the thing essential to it, is it not?—No doubt.

458. (*Mr. Roebuck*). Not simply the specific performance of the contract is the object to be attained, but establishing the rule in the mind of the person with whom they are dealing?—Yes.

459. (*Sir M. E. Smith*). Speaking generally of the Act, I understand that you approve of the Act as it is now framed, with the exception of the power to impose a fine and the power to imprison without first of all ordering compensation under the 14th clause?—Yes; I think it is desirable for this reason, that a change should be made. There is a great impression still in consequence of the power to impose a fine, and also of the direct imprisonment with hard labour under the 14th section, that the whole proceeding is criminal, and that impression is very much increased by almost the necessary course of procedure in the magistrate's court. It is so difficult to carry out that distinction between the civil and criminal jurisdiction. You have inferior buildings generally; you have the defendant coming up and standing in the very same spot where a minute before you had a real criminal; he goes down and perhaps the next person called up is undoubtedly a criminal, and that creates that impression which is very natural and a very difficult one to eradicate that the proceeding is a criminal one, and that is one of the great reasons why I should like it actually carried into a civil court.

460. With respect to the compensation you told us that you have awarded as much as 40*l.* or 50*l.*?—Yes.

461. May not the provision as to the fine have a misleading effect, giving a workman reason to suppose that 20*l.* is the utmost for which he is liable under the

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act?—Yes, probably so. I find the power to call upon a man to find a friend as surety an admirable power. It is always a good test, and there is very little difficulty about it; it is remarkable with what facility men come forward to answer for one another; I have had strangers come forward in the court and say “I will be bound for the man;” I have thanked them and said “You are doing him and me a favour,” and I think it is fairly carried out generally, but there have been sureties who have got themselves into scrapes.

462. (*Mr. Goldney.*) Do you think that the sitting of the registrar of the county court with a justice would have any effect in making it a civil court?—No, but I think the registrar might well be left to issue the summons, because the summons is not issued upon oath.

463. The registrar would be there you see, he being a county court officer, and you wish to give to it something of the character of a civil court, as I understand you. Do you not think that if the summons was issued by the registrar from the county court while a justice would sit and adjudicate upon it, that would meet the difficulty?—I do not think you could carry that out.

464. Assuming that the other plan cannot be carried out, because a large number of the county court judges only sit once a month, and you might have to make 10 times as many county court judges therefore to enable them to undertake the work?—It would not be so many as that that would be needed; double the number of county court judges would be sufficient if they sat from 10 to 4; but I do not think that would work which you have suggested; I think you must leave the magistrate's clerk still to be the person to issue the summons, if the magistrates are still to adjudicate.

465. You seem to say that there was a sort of sentiment about it, and assuming for the moment the additional number of county court judges to be altogether impracticable, would that course of issuing the process from the county court, and allowing the registrar to sit with a justice, in these special cases making it a special court for the moment, meet the difficulty?—No, I think not.

466. (*Mr. Hughes.*) But why? It appears to me that the suggestion of the registrar of the county court being present as a legal functionary instead of the magistrate's clerk might just make the difference as to the feeling on the subject?—The magistrate is not a professional person, and if a registrar is to sit under the magistrate in the place of the clerk, I do not think it would work.

467. It appears to me to change the nature of the court and almost to answer the objection, it would turn the magistrate's court for this purpose into a quasi-civil court, would it not?—I do not think the plan would work.

468. (*Mr. Goldney.*) A very large number of cases in the county court are now transacted by the registrar himself?—Yes, undefended cases.

469. And in the bankruptcy courts in London a large portion are transacted by him?—Yes.

470. And assuming the case of a stipendiary magistrate, who would be himself a lawyer, would not that meet the case if the registrar sat as his assistant and as recorder, in fact, as the man who would have the record of the proceedings, would not the case be met in that manner as well as by having county court judges?—I do not think it would do. First of all the registrar, though a most valuable officer, is in the same relation to the judge as the magistrate's clerk is to the magistrate. Then you bring from the one court an officer of the judge of the one court to sit with the judge of the other.

471. Why should not the stipendiary magistrate do the same as the judge of assize, sit on one day on the criminal side of the court, and on the other on the civil?—I think that an admirable illustration, and it is one of those that have been in my mind, that the learned judges of the superior courts go down to assizes, and in alternate towns, and not only alternate

towns but in the same towns themselves, and even on the same day often sit for some hours trying criminals, and then, according to the state of the business, they sit and try the civil business; but although the tribunal is the same, and the same mind decides, there is no confusion as to the distinct character of the jurisdiction exercised.

472. Why should not the stipendiary magistrate exercise the same mind in two courts in the same way?—If you can separate his business, if you can say that the stipendiary magistrate shall sit certain days for criminal business and certain days for the quasi civil business, all well and good; but it would be much easier to increase the county court judges to such a number as to take this additional civil business, than to introduce police magistrates or stipendiary magistrates all over England, and add civil business to their present duties.

473. But carry this one step further; there is another theory which is just the converse of this, that is, that the county court judges should have certain criminal business attached to them?—I think that might be adopted.

474. Then would the objection exist?—All that it would do would be to make master and servant business part of their criminal business, if fines and imprisonment with hard labour are left as part of master and servant procedure, and you would still leave their civil business apart and distinct. I may remind the Commission that at this moment there is a clause in force in reference to the metropolitan magistrates when put on their present foundation, before the passing of the County Court Act, that they shall be liable to be called upon to perform duties in a civil small debt court without asking for any remuneration on that account.

475. (*Mr. Hughes.*) Take what happens in equity. The lords justices sit on the same day in lunacy and in equity the simple change being that the registrar is changed, below; first, Mr. Wilde, the registrar in lunacy, sits, and then one of the equity registrars sits to advise the court; it seems to me that that is a parallel case; the nature of the court is changed in the highest court by the presence of this inferior officer and by the nature of the business that is being taken, and it appears to me that this suggestion of the substitution of the registrar for the magistrate's clerk would meet the case, do not you think it would?—I think in practice it would not be so in inferior courts, where the subject matter changes rapidly. There might not be so much difficulty or objection in making the registrar perform the duty alone and decide these cases, but I think it would not work to say that the registrar should be part of the court of the magistrate on certain occasions, superseding his ordinary clerk.

476. It would get rid of the sentimental grievance, would it not, because it would convert it into a civil court?—I do not think so.

477. (*Mr. Goldney.*) You have it in a prison; you have a criminal side and a civil side?—Yes, and a great misfortune it is. I would much rather see this, make the ordinary magistrates the judges for the day of the civil court and send them actually into the county court. Then, however, you would not meet the complaint of the men that they have not men to try these cases who are divested of any interest in the trade or business.

478. (*Mr. Hughes.*) That is another side of the grievance, but this side of the grievance is met, I think, by the suggestion; is not that your view?—For myself I do not see any objection to the magistrates sitting in that way in the county court, but there would be many difficulties.

479. (*Sir M. E. Smith.*) You have seen a great deal of the working of the Act, and as I understand your opinion is that the great merit of the Act is that it ensures specific performance?—Yes.

480. And it is also valuable for the power to give compensation in damages?—Yes.

481. In your judgment, is it necessary that there

should be imprisonment added in the event of the sureties not being found or the compensation not being paid?—No, not to meet those contingencies. I must say I would rather see the non-payment of damages merely left to the ordinary remedy, execution of goods, and so on.

482. Then if that is so, of course there must be a means of enforcing the amount awarded, or the obligation whatever it be, against the future wages of the workman?—I must say I take so strong a view about the mere damages, that I should say whatever the remedy is in a civil court for the recovery of damages for the breach of an ordinary contract, let the same apply here.

483. That would be in the case of an ordinary contract by the process of the county court; if the man could pay you would call upon him for payment, or in default he would be sent to prison. Do you think his future wages should be made subject to such an obligation?—I do not see any necessity for giving any greater remedy for non-payment of these damages than in the case of damages for the non-delivery of goods; that part I would desire to see placed entirely on the footing of the ordinary enforcement of damages; but for the specific performance it would still be the same power of im-

prisonment that is exercised by the High Court of Chancery in many cases, compelling obstinate persons who are required specially to perform a duty, such as a contract of sale of land, and refuse to put their hand to a document; many a person of position has gone to prison because he has declined to do that.

484. Then you would retain the power to imprison in the event of the man not specially performing his contract when ordered; but you would prefer the ordinary civil remedy to enforce the claim of compensation?—Certainly. It would be absolutely necessary to retain the power of imprisonment to enforce performance, but it would be simply the power exercised at present by the High Court of Chancery. In Scotland, some 50 years ago, a great question was raised as to whether what is termed the process of "caution" could be legitimately applied to the non-performance of a contract for labour. The judges were divided, but the majority held that you could apply to it that system—that is practically a specific performance of a contract for labour. The ordinary rule of equity in England has been that where damages can be an equivalent, there you have no right to ask for specific performance; but jurists rather differ even upon that as to whether the rule is founded upon any true principle.

The witness withdrew.

Adjourned to to-morrow at 12 o'clock.

Tuesday, 16th June 1874.

PRESENT :

THE LORD WINMARLEIGH, IN THE CHAIR.

THE RIGHT HON. EDWARD PLEYDELL-BOUVERIE.

THOMAS HUGHES, ESQ., Q.C.

F. H. BACON, ESQ., *Secretary.*

MR. WILLIAM MENELAUS called in and examined.

485. *Chairman.*—I believe that you belong to the Dowlais Ironworks in Glamorganshire?—I do. I have managed the Dowlais Ironworks for a number of years.

486. For how many years?—I have been at the works at Dowlais for 23 years, I have managed the works since 1856.

487. How many men on an average are employed at those works?—About 11,000.

488. What branch of the business is carried on there?—Raising and selling coal using a portion of the coal raised for the manufacture of iron, principally rails and railway fastenings, and also in making steel.

489. So that you have under your management men employed largely both in the iron trade and in the coal trade?—Yes.

490. Are there any other branches of business mixed up with those you have mentioned?—The ordinary mechanics, such as carpenters, fitters, blacksmiths, joiners, pattern makers, moulders, and so on, a large class of men making and keeping the machinery in repair.

491. Will you explain to the Commission what is the nature of the arrangements which the company enter into with those different classes of workpeople?—Every workman in Dowlais, whether he be a miner, an ironworker, or a tradesman (as we call them) is engaged from month to month, that is to say, he can terminate his engagement by giving in a month's notice on any day he chooses.

492. Is that mutual?—It is mutual; the company must give the workman a month's notice, and this arrangement has been in operation and has worked very well for at least 50 years. The works have been in operation over 100 years, but the above rule has

been applied for at least 50 years and it answers extremely well, and neither the men nor ourselves propose altering it in any material sense.

493. During that time have there been any contentions between the employers and the employed?—Yes, for instance: in 1852 the colliers came out and demanded an advance of wages. That was four years before I took the management of the works, and the then manager told them that we could not afford an advance of wages. They said that they must and would have an advance. He said in effect, "Give me time to communicate with my friends in the trade, Mr. Crawshay, Mr. Fothergill, and others; let me ascertain what their feeling is. You have no right to demand an advance of wages in less than a month, but as you have made the demand I will consult my neighbours whether we can afford to give this advance of wages." The men refused time for consideration and consultation, and brought out their tools. That was very strong action on their part. Lady Charlotte Guest was at that time resident in the place, and under the advice of her managers and agents she blew out 14 blast furnaces in one night after the men brought their tools out, and the strike lasted six weeks. No other portion of the men were connected with the strike except the colliers, but it involved disputes with other classes of workmen, because we could not find materials to keep the works going. We struggled on as well as we could, but eventually the whole place came to a standstill. There was not then the same organisation among the workmen that there is now, and the men gave way in six weeks, and went to work again, and since that period until the great strike of 1873 we have had quiet and peace, I think from the effects of the strike of 1852.

494. You say that you had to consult your neigh-

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hours; who were your neighbours?—Mr. Crawshay, of Cyfarthfa, was one of them.

495. That is a different establishment from the Dowlais Works, I suppose?—That is a different establishment quite; you will understand that we could not afford an advance of wages at Dowlais unless it was general, as we could not compete with our rivals in the market. If all the iron trade in South Wales gives an advance of wages at the same time we can then compete on even ground for any orders that may be in the market; but if we took the lead for a month or six weeks in advance of wages we should be placed at a very great disadvantage.

496. How many men had you to consult upon that occasion?—Mr. Crawshay, Mr. Fothergill, Mr. Hill, who was at that time the owner of the Plymouth Works, the Rhymney Company, the Tredegar Company, the Ebbw Vale Company, and the Nantyglo Company. You may take it that there might be seven or eight great works.

497. And you all agreed that you could not concede the advance demanded of you?—Yes; but I may say that the men struck work without giving the manager an opportunity of consulting the trade, and even if they had been willing, the mischief was done.

498. Have you any knowledge of the means taken to bring that state of affairs about amongst the operatives?—As usual there were certain unquiet spirits among them who thought (and no doubt honestly), that the time had come for an advance, and that they were wronged, and so on. They being probably the cleverest men, influenced the great bulk of the workmen, who are easily led in almost any direction.

499. What was the ultimate result in that case?—Simply this: that the men were starved in to our terms; they went back again to work, and the result I think was very happy, because it taught the men a good lesson and it taught us moderation. I am not one of those who think strikes an unmitigated evil, but rather the other way. I think strikes are useful. If we go on for a long time having all our own way, the men submitting quietly, we are apt to get somewhat tyrannical and intolerant.

500. (Mr. Hughes.) The fact of these men coming out in this sudden manner would have been a breach of all their contracts, would it not?—Yes.

501. Did you take any steps under the law, as it then stood, to enforce the contracts as against those men?—Yes.

502. Will you tell us what steps you took?—As well as I remember the magistrates decided that the men had forfeited the wages in hand, and we held them until the end of the strike. We did not seek to punish the men further than by refusing to pay the amount of wages in hand; probably a week's wages from each man.

503. But the law as it stood then did not help you in this matter, and the strike was fought through without any intervention of the law, was it not?—The strike was fought through, as far as the colliers (that is, the strikers) were concerned, without any intervention of the law further than the forfeiture of wages, which the magistrates decided we had the right to withhold.

504. (Chairman.) You summoned the men for a breach of contract?—No; under advice, we withheld the wages due. To try the case a few of the men summoned us, and the magistrates, as I have stated, decided that we were right.

505. Did any of them go to work?—No, not one. We felt that it was impossible to force 2,000 or 2,500 men to go to work by any legal process, because we must have taken a remedy against them, I presume, individually.

506. Did the other works turn out at the same time?—No, we fought the battle out ourselves.

507. That being the case, did you find that there was any defect in the law?—No; not at that time; but the conditions were then very different to what they are now.

508. You have no reason to complain of the operation of the law that goes by the name of the Masters and Servants Act?—Not the slightest.

509. Were you then under the Masters and Servants Act?—No, it has been passed since.

510. Now that that Act is passed, do you believe that if it had been in existence at that time, it would have had any beneficial effect?—I have no doubt that it would; but I am inclined to think that in that case we should not have sought to apply the law, that is to say, we should not have sought to send the men to gaol, because we were dealing with such a number, and that to send three or four representative men to gaol would have been, in my opinion, unfair, and it would be utterly impossible to send 2,500 men to gaol.

511. (Mr. Hughes.) But might not one or two examples have brought the whole of them to your views?—I am afraid that they would simply have suffered as martyrs, and I do not think that you can deal with a case of great excitement among workmen by punishing the whole of them, and it would, as I have said, be unfair, under the circumstances to select a few as an example. I am speaking of extreme cases, and not of the every-day management of the works.

512. (Chairman.) Have you had occasion, since the Masters and Servants Act has come into operation, to take measures against many of your men?—Yes.

513. Will you give us a description of any of those cases?—A puddler, who under his contract has to work every day or every night in a particular week, comes to his work probably half drunk; he puts his iron into the furnace and goes out and gets more beer, and becomes incapacitated or unwilling to continue his work, and he runs away and leaves his iron in the furnace; we have to pay another man to work his heat, so as to save the iron and save the furnace from being destroyed. In very aggravated cases we sometimes summon the offender. The men have been very insubordinate in the last few years, and we have had a few cases where we put the law into operation, just to show them that the law was in existence. We take such men before the magistrate, and prove that we suffered so much damage, and the magistrate says to the workman, "You must pay 2*l.*," or 30*s.*, or 3*l.*, as the case may be. The man is often worth little or nothing, and he says, "I can't pay." The magistrate commits him to Cardiff gaol for a few weeks. We use this power every now and then in extreme cases, and I do not think that without the gaol in the background we could properly conduct the works.

514. That is a case where a man has behaved ill—that is under the 14th section of the Act?—Properly we ought to have proceeded under the 14th section, but action was taken under the 9th.

515. Will you give us an instance where a man has simply broken his contract, and you have had to proceed against him?—I call the case we have been discussing breaking his contract.

516. But that is accompanied by an act of gross misconduct; have you had to proceed against any man for simple breach of contract?—Yes, some of our men have no strong sense of right, when it is convenient, or when they think they can find a better job elsewhere, they leave us, and go and get employment in another valley; and now and then, just to show them again that there is a law to protect us, we follow them and have them summoned before the magistrate, and go in for damages as before. That is a question of damages. If the man cannot pay or does not pay he is sent to gaol.

517. You have never gone in for a criminal punishment without demanding damages?—Never.

518. Has non-payment of the fine imposed always been followed by incarceration?—Always.

519. Can you state in about what proportion the punishment has been to the offence?—As we only go in for punishment in very aggravated cases, I should think in one case in three, speaking from memory;

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the man goes to gaol because he is generally a disreputable fellow who breaks his contract. He has not much of the men's sympathy, and receives no help from them (I am speaking now of ordinary breaches of contract, when there is no excitement among the men), the man having no money to pay, the magistrate, as he is bound to do, I believe, under the Act, sends him to gaol. But I should think that perhaps three times out of four or twice out of three times the man either borrows the money or finds the money in some way, or he says to the magistrate, "Will you ask the prosecutor to give me time to pay?" and the prosecutor is always ready to give the time.

520. Have you any knowledge of the way in which those men are treated when they are incarcerated?—I have not the slightest knowledge. I never hear a complaint.

521. You do not know whether the imprisonment is with or without hard labour?—I think it is without hard labour, but I have no precise knowledge on the subject.

522. Have you any useful suggestions that you could make to the Commission with regard to the Masters and Servants Act?—The only suggestion that I can make is, to let the Masters and Servants Act stand as it is. I think it is an excellent law; it is equally hard upon the master and upon the man. It provides for aggravated cases of misconduct on the part of the master and on the part of the man, and as well as I can understand it, it applies equally to both. For instance, if the engineers who work our forge engines, upon whom the labour of, say, 2,000 men at least depends, concert on Saturday night a stoppage on the Monday morning, without notice, they not only stop the whole of our operations, and stop all the profits and so on of the works, but they stop a great many men, say 2,000, and I do not think that any amount of damages that you are likely to get from these men would meet the case. I think the proper punishment in that aggravated case is imprisonment. On the other hand, if the managers of the three Merthyr ironworks, Mr. Crawshay's, Mr. Fothergill's, and our own, meet on a Saturday evening and decide to stop without notice a certain class of men who in their opinion have behaved badly, I think the sooner we, the masters, are made acquainted with the inside of Cardiff gaol the better. I put the case of the masters doing an illegal act in combination, as I have put the case of the engineers doing an illegal act in combination, and I think the prison is the proper punishment for both offences, and I believe the Act provides for it.

523. How many men are there employed altogether in the district in which you are located?—The three Merthyr works employ over 22,000 men.

524. That is the men who are capable of undertaking regular work?—Yes.

525. Have you heard any complaints made amongst them of the operation of this Act?—No.

526. Have you taken any pains to ascertain their feeling upon the subject?—No.

527. What is your impression with regard to the feeling amongst the men?—My impression is, that of the 22,000 men employed in the neighbourhood of Merthyr, there are very few who have any complaint at all to make against the law as it stands, and I have never heard (and this is perhaps more pertinent) a single complaint against the administration of the law. We have luckily a stipendiary magistrate. Even in the local newspapers I have never seen a single complaint in the 30 years that I have been connected with the district against the administration of the law, or indeed against the law itself.

528. Are any of those newspapers supposed specially to represent the labouring classes?—There is one, a Cardiff newspaper, which is the special representative of the working class.

529. Have you ever in that paper seen any criticisms on the working of this Act?—Not so far as my

memory goes. I do not read the paper often, but I think you may take it that there is no strong feeling in our district against the Act.

530. You consider, as I collect from what you have stated to the Commission, that a breach of contract which throws a number of men out of employment is an aggravated case?—I do, especially if it is a concerted breach of contract. If an engineer absents himself from or leaves his work, and throws a couple of hundred men out of employment, I would not treat that as an aggravated case, but if he goes and concert a plan for stopping all our forges, say with 20 of his fellows without notice, I would consider that an aggravated case, because it was done on purpose and by premeditation.

531. You believe that it is done for the purpose of injuring others?—Yes; and may be with a notion of benefitting themselves.

532. But supposing that a certain class of men were to say, "We want you to raise our wages, and we see that we shall effect that object by striking at this particular time," and if, by that means, they throw a number of people out of employment, should you say that was an aggravated case?—Certainly not; if before they strike they give the proper notice. If you will allow me I will give you a case. All the colliers and iron workers in South Wales have had a notice, terminating on the 1st of June, for a reduction of 10 per cent. in their wages. Our forge engineers, the very class of men I have been using as an illustration, came to me and asked to be let off this 10 per cent., or a portion of it. I refused. I offered to consider their case within a reasonable time. They declined to work, some 20 or 30 of them. They had a perfect right to strike work; their contract was terminated by an act of ours, and they said, "We will not go on on your terms," they threw out of employment, and kept out of employment, for a fortnight over 2,000 men. We quietly waited. The representatives of the 2,000 men came to me near the end of the second week, and said they thought it was very hard that they should be kept out of employment by a lot of young fellows, engineers. I admitted the hardship. I told them what I had offered the men on strike, and the end of it all was that they went and had a talk to the engineers. The engineers came to me at the end of last week, I said, "Come to me in a fortnight or a month, or any time you like. Go to work now. I make no promises as to what I will do, but I will look into your case, and I will act fairly and honestly by you all; and I ask you to go to work now on that condition, as you are keeping idle a large number of men who are anxious to work." The men went to work last Monday morning. I hold that theirs was not an aggravated offence, or any offence at all. The men had a perfect right to act as they did.

533. Were these men who were thrown out of work by the parties who struck under direct contract with you, or were they under contract with any men who were themselves contractors under you?—They had no contract with us at all. Anticipating a difficulty with the colliers from a non-acceptance of the reduction of wages, to avoid entering into a contract with thousands of puddlers and other workmen to whom we could not have given work for want of coal, we gave notice to the workmen that until the colliers accepted the reduction, and in fact until we saw that they all accepted the reduction, the engagement would be from day to day. We held in abeyance for the time the month's engagement, because we were aware that probably certain classes of men, like the engineers, might become discontented and stop the works, and as a matter of policy we did not make the usual month's engagement with the men until we saw that they were all in the humour to accept the very moderate reduction, as we thought, that the masters had agreed to impose upon them.

534. But you did not break any engagements yourselves with the men?—No engagement at all.



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535. Had you no monthly engagement with any of them?—We had no monthly engagement with a single man at this particular time. But I am showing you that in this case the engineers broke no engagement, did nothing wrong, but under ordinary circumstances, if the engineers had stopped at a moment's notice, we should legally I suppose have had to pay the wages of over 2,000 men, because we could not give them any work.

536. Supposing that those engineers had broken their engagements with you, would you have considered it an aggravated case?—Certainly, if they did it in concert.

537. Do you believe from your experience that the magistrates would have taken the same view that you took?—There is no doubt about it.

538. You know from instances which have occurred that they would have taken the same view?—We have luckily an experienced stipendiary magistrate, and I am sure he would have taken the same view as I do.

539. (*Mr. Hughes.*) All these aggravated cases of which you speak are cases which occur in combination, are they not?—Yes.

540. But you are aware that they are specially dealt with by the Criminal Law Amendment Act, and that it is under that Act that the punishment for combination and conspiracy is inflicted?—Yes.

541. And you are quite satisfied, provided you get your remedy, whether it be under one Act or under the other?—I would not be satisfied, as I should have to deal with aggravated cases where it would be perhaps impossible to prove combination. For instance, one man of a set might strike this Monday morning and another the next Monday, so that it would be exceedingly difficult to prove any combination. What I want is to hold the power in every aggravated case.

542. You desire to uphold the 14th clause of the Masters and Servants Act quite apart from the question of combination and conspiracy?—I desire to uphold the Act as it stands. I was asked what I considered an aggravated case, and I give an example but I can easily conceive a very aggravated case without a combination—that is to say, without a combination that could be proved in the plain and simple manner in which I have put it.

543. Do you ever remember a case which you would call an aggravated case, such as you mentioned just now, of an engineer suddenly breaking his contract and throwing a large number of men out of employment?—We have such cases not unfrequently, but we have a remedy. I am glad to say that although unionism has reached us the worst features of unionism have hardly spread to our district yet. When a man breaks his engagement, we have spare hands to take his place. And so far I may frankly say that we have not suffered from these single cases of breach of contract by engineers and others, because the great feature of unionism, that no man will take the place of any other man who has quarrelled with his master, has not reached us yet—except of course where the men come out in great bodies, as they are now doing nearly all over South Wales.

544. But that rather brings back the aggravation to cases where there is combination, I think. Your last instance seems to me rather to refer to combination again. That would be a combination between the man who had left and the man whom you wanted to put on to succeed him?—It might be considered so. I will give a very simple case of breach of contract. The "gaffer" goes to a workman.

545. (*Chairman.*) What do you mean by the "gaffer"?—The overman, the foreman. The foreman goes and chides the workman—very probably properly—for neglecting his work, or doing it in a slovenly manner. The workman has a temper of his own, particularly if he is a Welshman, and he probably says, "I have attended to my duty, if you think I have not you had better do it yourself." He puts on his jacket and leaves. That is a very simple case of breach of contract.

546. (*Mr. Hughes.*) But you do not consider that aggravated, do you?—I do not.

547. Therefore in a case of that kind, if it arose at all, all you want is to be able to impose a moderate fine?—Clearly. But let us go a step farther, and presume that the North Country feeling creeps over our district, and that no man will take the place of the man who has put his jacket on, then I would consider that an aggravated case.

548. But that would be in combination, would it not?—Yes.

549. All that you want is to be able to send a man to prison if there is a bad case. Do you care whether it is under the Masters and Servants Act, or whether it is under the conspiracy law, or under the Criminal Law Amendment Act, provided it can be done?—I desire to hold the gaol in reserve, so that when the stipendiary magistrate (not a justice) considers that the man should be sent to gaol under this Act or under any other Act, he will be sent to gaol. I only want to hold the gaol in reserve for very aggravated cases.

550. (*Mr. Bouverie.*) Then the point comes, what is an aggravated case?—It is very difficult to say what is an aggravated case.

551. (*Mr. Hughes.*) In all your experience of the working of this Act, in all the cases which you have taken before the magistrate, has the method invariably been to impose a fine, and if the fine is not paid, to send the man to prison?—Yes.

552. And the working of that has been perfectly satisfactory?—It has satisfied us because we do not care to press for heavy punishment in any case; it is against our policy.

553. (*Mr. Bouverie.*) Do they never go upon the securities when they make the man give securities to go back to his work?—We invariably take the man's word. The man appeals to the magistrate and says, "I cannot pay now, but will the company" (as we are called, although we are not a company) "allow me a few weeks to pay the fine?" And we never refuse.

554. (*Chairman.*) We have had it suggested to us that in many very populous districts of the country the magistrate calls upon the man to give security to fulfil his contract; the magistrate says, "You have no business to leave your work, and I must call upon you to give security," and he does it, and goes back to his work. Is that the practice in your district?—The magistrate would resort to that expedient if we were not ready to take the man's word, but if a man pledges his word, we are always ready to take it. In fact we always treat a workman like a gentleman whenever we can. The man is generally ready to go back to his work.

555. (*Mr. Bouverie.*) I gathered from what you said that it was the imposition of the fine that induced the man to go back to his work, and not the recognisance entered into by the man before the magistrate. Does the magistrate impose a fine, or does he call upon the man to give a recognisance that he will go back to his work?—The magistrate in our district imposes a fine generally in the shape of damages.

556. (*Chairman.*) You never heard of a magistrate calling upon a man to get a security that he would go back to his work?—No, I have never heard of such a case, although there may have been cases of the sort that have escaped my notice.

557. (*Mr. Hughes.*) Then, so far as your experience goes, the Act works perfectly well, if in the first instance a fine is imposed, and if only in default of payment of that fine a man is sent to prison?—For particular breaches of contract and for particular acts.

558. But, so far as your experience of the Act goes, the going to prison alternative has had no ill effect, provided the prison is there at the back?—No.

559. We are informed, and in fact we know from communications which we have had, that there is a very strong feeling against the criminal process of sending to gaol in the first instance amongst very large masses of the workpeople; and so far as your

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experience goes you have no particular desire to have the criminal process kept without the alternative of a fine?—I have a very strong desire, because cases happen frequently (and without the application of the criminal portion of this Act I believe they would happen more frequently) where the imposition of a fine would be a simple absurdity. We have had hundreds of men, I am sorry to say, who, to speak moderately, are probably not worth a sovereign a-piece, except the clothes on their backs, and to seek a remedy through a fine in such cases would be simply absurd.

560. At the same time, for the 30 years that you have managed the works the method of imposing a fine, or on the alternative sending a man to prison, has answered perfectly well?—For the simple reason that I have followed the example of those who have gone before me, and employed the law as rarely as possible, and then with a desire to be lenient.

561. (*Chairman.*) And you said that having a prison in the rear was also very effective?—Yes, having a prison in the rear, and the men knowing that we have the power. I think I may say that the Dowlais Company as far as I can recollect in the last 23 years have never applied this aggravated clause, and have never prosecuted a man under that clause at all.

562. (*Mr. Hughes.*) Then why should not the Act act as well with you in the future as it has done in the past?—Because the workmen are intelligent and they know that if they do particular acts we have the power to punish if we choose.

563. Do you think that it makes a difference to a workman to know that although he will go to prison in any case, in one case it will be only for default of payment of damages, and in the other case it will be directly?—I see that taking a man down to Merthyr and fining him, and in default of his paying the fine sending him to prison, restrains scores and scores of men from committing the same act probably for a month or more.

564. Then the process, which I think the right one, has this effect, that is to say, a fine or the alternative of prison?—But supposing that a man inflicts damage upon the company which it would not be exaggerating to put at 300*l.*, the meaning of the fine I presume under the Act of Parliament is practically damages to the master, and by what process could you recover anything representing 300*l.* from a workman?

565. But if you do not recover it the man goes to prison, and therefore it seems to me that it would be just as effectual worked in any alternative way as worked directly. It has proved so at Dowlais at any rate?—If I am asked to give the stipendiary magistrate the option of inflicting a fine or sending the man to prison, I should have no objection to that.

566. I do not want him to have the option. I want this Act to be made a civil Act, that is to say, that the workman shall be in precisely the same position that I should be in, in the event of my having such a contract with you. Then if you brought an action against me, and damages of 500*l.* were given against me, and if I am able to pay them and do not pay them, I shall be sent to prison. I want precisely the same thing to happen with regard to the workpeople, that whatever the damages are, they shall be assessed against them, and if they do not pay them, they shall be sent to prison. That, it appears to me, would remove all cause of complaint as to any difference being made as regards workpeople, and as regards other members of the community?—Not being a lawyer, I wish you to clear up this point. If you have a contract with me, and you fail to carry it out, and the damages are 500*l.*, and you have power to pay but will not, the remedy is sending you to gaol. What is the remedy if you have no power to pay?

567. You can make me a bankrupt, and under the bankruptcy law I can now get whitewashed and not go to prison. I do not ask, and I believe that the workmen do not ask, to be put in that favourable position. All that they ask is that the process shall be as

regards them first damages, and if they do not pay the damages then prison?—I should say that they are not parallel cases at all, because making an ordinary business man a bankrupt is a very different thing from making a man a bankrupt (talking of the lower class of workmen, and not of the respectable class) who has no standing, and not anything to lose.

568. But I do not propose that, and they do not propose that. They say, "Do not make us bankrupts; we go to prison in the alternative, we do not object to that?"—I perhaps misapprehend your meaning. You tell me that if you make a contract with me, and damages are in court given against you of 500*l.* and you have nothing to pay, the remedy is to make you a bankrupt. That does not mean sending you to prison. A workman with no property who does the same thing breaks a contract, and the damages against him are 50*s.* He says "I have nothing but the clothes I stand in" do you propose to send that man to gaol, because he has not the power to pay?

569. You can send him to gaol under this Act. I do not propose to alter that clause. All that I am speaking about now is, making the civil process the first. What the workmen say is this, "You have here in respect of breach of contract criminal process against us in the first instance. There is no other such process known to the law. We object to it." Then I say that so far as your experience goes there is no need of that criminal process in the first instance; all that you want is to have the gaol in reserve?—But I apprehend that you have not a criminal process against them for a simple breach of contract under this Act.

570. Whether you call it a criminal process or not you could send him to prison?—I beg your pardon, but as I understand it, for a simple breach of contract that is to say, a man not coming to his work on Monday morning when he ought to come, and when he has no reasonable excuse, the remedy is that you take him before the magistrate, and the magistrate says, "The Dowlais Company have lost by your breach of contract this day 30*s.*, pay the 30*s.*" Has the magistrate power in that case to send the man to gaol?

571. Yes, if he does not pay, and that is all I want. I do not want to alter it?—Then I do not want to alter it, as far as it applies to a simple breach of contract, which I described as a man not coming to his work on a Monday morning when he ought to come.

572. (*Chairman.*) That, you agree with Mr. Hughes, should be a civil contract purely?—A civil contract purely.

573. But there is another case in which a man has designedly thrown a great number of people out of employment; you do not consider that to stand on the same ground?—Certainly not.

574. For that you would retain the operation of the 14th clause?—Yes.

575. (*Mr. Hughes.*) But in your 30 years' experience, you have never needed to put the 14th clause into operation?—I shall be glad if the Commission will attend strictly to my answer. In my 30 years' experience, I am sure three months have never elapsed without my having plenty of opportunities of applying it, but as a matter of policy I have never applied it. There is hardly a month in Dowlais among our 11,000 men but that one man or ten men commit some of these grievously mischievous acts where the law as it stands ought to be applied. But as a matter of policy, and for the purpose of maintaining a kindly feeling we do not apply the law strictly.

576. And you have found the other process of fine or imprisonment sufficient for your purposes?—With the knowledge on the part of the men that we can apply the other. I cannot depart from that position.

577. (*Mr. Bouverie.*) Part of your reserve power is the possibility of that clause being applied, though you do not apply it?—That is so.

578. (*Mr. Hughes.*) Do you approve of long contracts?—I do.

579. (*Chairman.*) Do you think that that is beneficial to the men as well as to the masters?—I think

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that it is beneficial to the men as well as to the masters. We have a discussion with the men now. Our system at Dowlais was this: we have monthly contracts, but the workmen or the company have power to give notice on any day in the week, and in four weeks from that time the workman's contract with us terminates; but in some of the collieries near us they have found that things work more peaceably generally if there is only one day in the month on which a workman can give notice, and only one day in the month on which a master can give notice, and that is the first day of the month. It prevents little squabbles between the "gaffers" and the workmen leading to the man breaking his connection with the works. Many good workmen leave Dowlais, I have no doubt, because the "gaffer" is a little oppressive, or the workman is a little unreasonable; if they had a fortnight or three weeks to think over the matter, when the first of the month came the feeling would be improved and the notice would not be given.

580. (*Mr. Bouverie.*) It comes to be two months' notice in that way, does it not?—It would come to be, say, six weeks on the average. I believe it is found to work extremely well in the colliery districts of Aberdare. I would not press it, but we are proposing to the men that they should adopt that system, some of them do not like it, and some of them I believe have no objection to the change.

581. (*Mr. Hughes.*) Have you found any unwillingness on the part of the men in general to make monthly contracts?—Not at all.

582. (*Mr. Bouverie.*) Have the men ever put you in court before the magistrate?—Yes.

583. Is that generally done?—No, it is done very seldom.

584. (*Chairman.*) What are the cases in which you have been put into court?—A man has been discharged as he considers wrongfully, that is to say, he is found

fault with for doing his work in a slovenly way, and he is told not to come back again. He is a puddler, say, and he does not bring out yield enough, or he has committed some misdemeanour or other, so that the gaffer or agent considers that he is doing wrong, and says, "We will not have any more of you; we cannot give you any more work." Of course, under certain circumstances we have a right to discharge the man, but in some cases the man thinks he is aggrieved, and he goes to the magistrate and takes out a summons against us, and we appear. These cases are very rare, and I think, in nine cases out of ten, the magistrate decides that we are right, because we are naturally very cautious. In cases of the kind, however, the man generally speaks to me first of all, and I am able to put the matter right. But sometimes a wrong-headed man (generally an Irishman; does not give me the chance to make peace, but rushes off to the magistrate. He is generally wrong; we go down to the Court, and appear against him, and I think I am safe in saying that in nine cases out of ten we are right. The magistrate says, "You are entirely right; you are within the law," and the case is dismissed; but if we are wrong the magistrate says, "You must pay the man a month's wages, or whatever amount of damages he considers right."

585. (*Mr. Bouverie.*) That does happen sometimes, I suppose?—Very seldom. It does happen, but I do not remember a case.

586. And the men attach value to the power of doing so?—Yes.

587. (*Chairman.*) For bad conduct you retain the power of breaking the agreement with him, do you not?—The common law, I think, gives us that power.

588-90. Then the question which the magistrate has to decide is whether the man has given cause for dismissal or not?—That is the question which the magistrate has to decide.

The witness withdrew.

Adjourned to to-morrow at 11 o'clock.

Wednesday, 17th June 1874.

PRESENT:

THE LORD WINMABLEIGH, IN THE CHAIR.

THE RIGHT HON. EDWARD FLEYDELL-BOUVERIE.  
JOHN ARTHUR ROEBUCK, Esq., Q.C., M.P.  
THOMAS HUGHES, Esq., Q.C.

G. GOLDNEY, Esq., M.P.  
ALEXANDER MACDONALD, Esq., M.P.  
F. H. BACON, Esq., *Secretary.*

MR. GEORGE SHIPTON, examined.

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591. (*Chairman.*) You, I believe, are delegate from the London Trades Council?—I am the secretary of the London Trades Council. That body consists of the representatives of various organised trades of London.

592. Can you tell the Commission about what number are members of that body?—We have about 50 different trades, and about 15,000 members or more, on it now. We had 14,758 last year; we have now nearly 20,000 organised men represented on that Trades Council in London alone. I will give in a list of the trades.

593. How long have you held the office of secretary?—About two years and a half.

594. How long has the association been in existence?—Since 1860—that is, the Trades Council. These societies represented on the council have some of them existed for many years.

595. But the society itself has existed since 1860?—Yes.

596. What are your duties as secretary?—To correspond with the various societies in London, and occasionally with the various organised trades throughout the kingdom.

597. The Commission understand that you have on behalf of this association to offer some suggestions to them with reference to the Master and Servant Act?—Yes. There are two cases which have been brought under the notice of our council and which I have been requested to submit to this Commission, and which we think will illustrate fairly the reasons and objections which we have against the present Master and Servant Act. As it appears to me, there are four distinct points which form the ground upon which we object to the present Master and Servant Act. The first is that the Master and Servant Act really does not offer any protection to workmen against being discharged by an employer. The second is that the law is inapplicable to workmen in factories. The third is that employers do not need the criminal clause of the Act; we submit that dismissal is the right mode of punishing misconduct. The fourth is that workmen will not submit to be subject to a different law of contract from that which is applicable to all citizens alike. Those are the points which appear to me to form the basis of our objection to the law.

598. Will you be good enough to take now the



first of those objections?—We say that whenever a workman has brought a case against an employer the law does not at present protect him against dismissal.

599. Will you explain that?—The employer has many opportunities of getting rid of a workman, whereas the workman has not the same opportunity of enforcing the carrying out of the contract by the employer. He can in many ways irritate a workman and take advantage of him or get him dismissed; and if he dismisses him the law, as it is carried out at present, does not give a remedy.

600. Will you give an instance of that?—I think this one case will prove what I say. Here is a case of three men who were employed by a master book-binder named James Jenkins. The three men were Daniel Carter, Abel Moore, and Alfred Gilchrist. I should say that the custom of the book-binding trade is that, whenever the workmen leave the employer or when the employer wishes to get rid of the workmen, they give a week's notice on either side. That has always been observed by the workmen, and if a workman has ever left his employment without giving the week's notice the society to which that man belongs has paid the employer a week's money instead of the week's service being given by the man; and that money has been again charged upon the man by the society. The money has been actually paid for a week's work to Messrs. Spottiswoode and Company; that is an illustration of the statement that I have made.

601. Where did this case of the book-binders take place?—In London.

602. When did it appear before the magistrates?—On January the 17th of this year the wages became due to the men; the money was not forthcoming, and the men took out a summons against the employer under the Master and Servant Act, and the case came on for hearing on the 28th of March at Bow Street Police Court; Mr. Flowers was the magistrate.

603. (*Mr. Hughes.*) How was it that it was delayed from January to March?—The men had been striving to get, by peaceable means, the money from their employer, but having failed to get it by any such means they at last took out a summons under the Master and Servant Act.

604. Although the wages were due in January they did not take out the summons till March?—No, they had been striving to get the money peaceably from the employer, because every workman likes if he can to keep his shop open. Mr. Flowers, the magistrate, decided that Abel Moore and Daniel Carter, who had then got employment elsewhere, were to be paid in two months, and Mr. Gilchrist, who was still out of work, should be paid in one month. So that a man who was then out of work, with a contract broken by the employer, had to wait a month for the money. Mr. Gilchrist applied and obtained his money at the end of the month; but Abel Moore and Daniel Carter, who applied for theirs at the end of the two months, Saturday, May the 23rd, were told that the money had not been paid into court. The men then had to take out fresh summonses to compel the employer to appear in court again on May the 29th. On May the 29th a solicitor on behalf of the defendant applied to the magistrate then sitting, who happened to be Sir Thomas Henry, to rescind the order made by Mr. Flowers on March the 28th that the money be paid in one and two months respectively. This was refused by Sir Thomas Henry, who adjourned the case to Saturday May the 30th for Mr. Flowers to be present. On May the 30th the solicitor for the defendant renewed his application that the previous order of Mr. Flowers be rescinded, on the ground that the affairs of the defendant had been put into liquidation. Mr. Gilchrist objected to this, and pressed for the committal of the defendant to prison. This the magistrate refused to do, and again adjourned the case for a fortnight, to June the 13th; and on June the 13th—that is to say, last Saturday—the case was again heard before

Mr. Flowers, and although the solicitor for the men pressed for the imprisonment of the employer Mr. Flowers distinctly refused that, and has again adjourned the case for another month. Under these circumstances we say that the hardship to the men is very great, and that the possibility of such a hardship to the employer is certainly out of the question. If a breach of contract takes place, the most that the employer can suffer is a pecuniary loss; but these men have their bread and their very life at stake. These men have had to appear no less than eight times in court, and this case is not settled yet. We consider that under such circumstances there is no possibility of the law being fairly applied.

605. (*Chairman.*) Confining yourself to that particular point, will you state the remedy which you wish to be applied to that particular grievance?—We say that the remedy should be a purely civil one; that the breach of contract should be purely civil; and that if a workman or an employer has had fair time to pay a debt (and we hold that it is a debt if a man has committed a breach of contract and the damages are assessed and made a debt of), and does not, then of course there should be imprisonment for the one as for the other.

606. But has not that been a purely civil case from beginning to end?—No. The man asked Mr. Flowers if he did not consider it a breach of contract, and he said "Yes." And Moore asked him on Saturday, "Had I broken this contract, would you not have committed me to prison?" and the magistrate said "Yes." Then said the man, "Why do you not commit the employer?"

607. (*Mr. Roebuck.*) How would the fact of your not calling it a civil contract improve your condition? I want to know how you can improve the law. In my view the error is not in the law, but in the magistrate who administers it. I want to know from you what remedy you would suggest to force the magistrate to do his duty by the existing law?—I think the law must be bad in itself when it gives the power in the hands of the magistrate to deal out such different measure.

608. That does not answer my question, what is the remedy you suggest? Addressing me, for example, as a law maker, what would you suggest to me to do in order to remedy the grievance of which you are speaking?—If I understand your question rightly, it is what I advocate; and what I will say in reply to your question is, that the workmen ask that the law should be made equal on both sides.

609. But I want to know the exact thing that you suggest?—We ask for the same latitude to be given to the workman as is evidently given to the employer.

610. That is not the law, but the administration of the law. I want to know what you would ask me to do to remedy the evil as regards the workmen; what words would you have me put in the law?—That if the workman has broken a contract, and any damages ensue, the damages shall be fairly assessed, and become a debt; and that the circumstances of the man shall be taken into consideration, and if he has not the money to pay forthwith, the circumstances shall be considered, and a fair time given him; and that if he is willing to pay no, punishment by imprisonment should ensue for breach of contract.

611. (*Mr. Bouverie.*) Is not the complaint in this particular case that the master was not sent to prison in the first instance on failing to pay the men what was due to them?—No; we bring forward this case to show that the master has dealt out to him a very different kind of treatment from the workman. We ask that the workman shall be put in precisely the same position as this employer is—that time shall be given him to pay.

612. But is not the complaint in this particular case on the part of the men that the master was not threatened with imprisonment if he did not pay in the first instance?—Not precisely in the first instance, because they gave him from the 17th of January up till March. You see they had no desire that the

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613. The hardship in this case as I understand is not inequality, but that the master was not compelled by the threat of imprisonment to pay them at the time they expected to get paid; surely that is the hardship which you have alleged?—Yes, if a reasonable time being given to the master, at the end of that time he has not paid the men their wages, then for him to be allowed to escape imprisonment altogether would be considered a hardship, when the men are imprisoned summarily.

614. And the men consider themselves in justice entitled to claim that the master should have been treated in the same way and sent to prison if he did not pay when the time had expired?—Yes, I think the men did regard it as a hardship that the employer should be allowed to go free.

615. And you would say that if the law was equal, assuming that the law did everything it could do to make it equal, then the men would feel they really had no right to complain?—Yes.

616. The power of imprisonment of the master if he fails to perform his contract with them is an advantage to the men, just as the power of imprisonment of the man if he fails to perform his contract is an advantage to the master?—Yes.

617. All you want is equality?—Yes.

618. (*Mr. Hughes.*) You have known a great many cases I suppose of workmen being had up under this Act?—Yes.

619. Did you ever know a case of a workman getting time to pay under the Act?—Never.

620. You know it is not the custom to give time to the workmen when they are fined?—No, they are summarily sent to prison if the fine is not paid.

621. (*Mr. Roebuck.*) Are you sure of your answer when you say "never"?—I have never known a case of a workman being allowed time to pay any money whatever.

622. (*Chairman.*) Are you acquainted with the Dowlais Works in Glamorganshire?—No, not intimately.

623. There are several thousand men in one works there, and evidence has been given to us that they are allowed time to pay?—I have never heard of that.

624. (*Mr. Goldney.*) You say under the custom of the book trade the notice is a week on each side?—Yes.

625. And that if the men went away without giving the notice the society paid the money for them?—Yes.

626. Supposing the master had in this case given a week's wages, it would have answered all the purposes of the contract, according to your opinion?—Yes, according to my opinion.

627. But is not there a question whether the wages can be sued for under the Master and Servant Act?—That I am not clear upon.

628. Have you not heard that question raised?—I have not.

629. Is that the ordinary mode of suing for wages under the Master and Servant Act?—I know that some workmen have sued their employers for wages at the police courts.

630. But is there not a much more simple remedy under other Acts for wages?—Not that I am aware of.

631. How many cases have you known of people applying for wages?—I have known several where wages have not been paid.

632. How many?—I know recently two in my own society.

633. What is the extent of your knowledge about suing before magistrates for wages?—I have an indistinct recollection of at least 20 cases.

634. How long a period of time would that 20 range over?—Within the last two or three years.

635. That is all you have known in the last two or three years of suing for wages; you limit the number to 20?—Yes, about that number.

636. And have all those cases been under the Master and Servant Act?—No, the summons has been taken out; under what Act I am not prepared to state at this moment.

637. You know that there is a general Act under which servants can apply for wages before the magistrate; I mean before this Act was passed there was such a power?—Yes, I think so.

638. Do you know that or not?—I know that workmen have sued.

639. (*Mr. Bouverie.*) Are you aware that in some districts of London this Act is constantly used by the workmen with very good effect to get their wages from the masters?—No.

640. Do you know the Clerkenwell district at all, because there was a magistrate from that district who came before us and said that it was constantly used by the workmen before him to recover their wages, as a small debts court in fact?—I have known some cases of workmen recovering their wages in that way.

641. (*Mr. Goldney.*) Was this master in the case you have been speaking of a person of small means?—I think not; an average employer of labour.

642. How many men does he employ?—Well, the men themselves will best answer that; I have not asked them.

643. (*Mr. Roebuck.*) He was a bookbinder?—A bookbinder, an employer.

644. (*Mr. Goldney.*) We have had a distinction drawn here by the magistrates examined showing that there are a great many cases where the employers are little above the position of the men in fact, although they employ the men; I wanted to get at this, whether this employer was of that class?—I think not; I think he does a pretty large business.

645. Are the cabinetmakers in your society?—Yes, they are represented on our council.

646. (*Mr. Bouverie.*) Are you in any trade yourself?—Yes, I am a house decorator.

647. (*Mr. Goldney.*) In the cabinetmaking business do you know whether there are many very small employers, I mean small as regards means?—There are some what are called sub-contractors, who take work from a larger firm and then employ men themselves, and they get money advanced them from the large firm, and they sometimes fail to pay the men, though they themselves have had the money from the other firm.

648. In that case, supposing they were sued, would it be right for the magistrate to give time?—I think a reasonable time should be given to either master or workman if he could prove that he required time.

649. I want to know whether you think it is absolutely necessary in cases of wages or in cases of discharge or leaving service to have a summary remedy; would you have a summary remedy or not?—No; I think if a man could prove that he had broken his contract through causes which justified an extension of time, he should have time given him.

650. I am not speaking of the order, but of the court or the means by which he could get a remedy?—I think it would be better to have a summary means of ascertaining what penalties, if any, should attach.

651. Supposing a man to sue for wages, and his life as you say depends upon it, how long a time should exist between the complaint having arisen and his getting some mode of applying for a remedy?—I think he should be able to apply at once.

652. Within the 48 hours?—Within the 48 hours to ascertain what remedy he was to get.

653. That is, that some court of some sort or other should be open to him within a very limited time to get his remedy?—Yes, I think so.

654. Then what court would you suggest for that?—With regard to that point, I do not know that I have studied it sufficiently carefully to give an absolute opinion upon it. It would require perhaps some reflection to say what would really meet the circumstances of the case on both sides.

655. Is there any objection to leaving the magistrates

the jurisdiction if the equality which you say you wish for is preserved?—I think breach of contract and failing to pay wages are somewhat different. Breach of contract should of course be dealt with, I think, differently from a man failing to pay wages.

656. What is the distinction?—Supposing that a man had broken a contract, or at least had ceased employment, and there were no great consequences involved on either side, it would be different from a man wanting his wages at the end of the week to keep himself.

657. But who is to determine that question of inconvenience on either side?—Some court that would be able to adjudicate upon the case at once.

658. Is there an objection to magistrates dealing with the breach of contract?—I should say not in the first instance.

659. Then you go on to say that having dealt with it, it should be a money compensation and nothing more?—Yes, precisely so.

660. Supposing that either side could not pay the money compensation, how would you enforce it?—In the ordinary way that debts are enforced now in the county courts. After time has been given fairly to either side there must be an ultimatum, and imprisonment must be the remedy in the end, I presume.

661. (*Chairman.*) Would you consider that a case where a man breaks his contract with the full knowledge that he is thereby throwing a number of his fellow-workmen out of work, should be treated in the same manner as a simple breach of contract?—I cannot see that such a case could possibly occur. I think that a man should be free to say whether he will work or not, whatever the consequences may be.

662. We have had instances where such has been the case; would you treat a person who has so broken his contract in the same way as a person who has been guilty of a simple breach of contract?—Yes; I think that the moral agencies that act upon the man to keep him well conducted are sufficiently strong to keep him so without the law of the country.

663. But supposing it has been found that the moral agencies are not sufficiently strong to keep him well conducted without the law, would you then say that those parties should be treated in the same manner as those whom you have described?—Yes; because I think in the end, by using moral influences only the men would be brought to a better sense of their duty. I think heavy punishments by law connected with labour questions act the contrary way.

664. You would prefer moral agency to the law?—Yes.

665. Would you apply that to masters as well as to men?—In the same way as I would to men.

666. You would not make any difference between a person who breaks his contract, knowing that by that means he throws a great many fellow-men out of employment, and a person who simply breaks a contract?—No; I think if a man has done anything of an aggravated form in breaking a contract he should be dealt with by exceptional means, and not by the general law of master and servant. If aggravated breach of contract is to be punished as a crime, it must be by being properly defined and made part of the criminal law; the master and servant law should be only civil.

667. You do not see any different offence in a breach of contract by which 500 people are thrown out of employment and one in which nobody is thrown out of employment by it?—Well, there must be the same freedom in the one man as in the other to cease employment. It is not because 500 are dependent upon him that he should be forced to submit to any conditions which may be imposed upon him.

668. That is not the point; but supposing he is under contract for a fortnight, and before that fortnight is out he breaks his contract, and thereby several hundreds of his fellow-labourers are thrown out of employment?—I cannot see that employers could calculate upon any one man taking such a position as you describe without giving him the freedom at the same time to cease employment if he thought proper.

669. That is to say, you do not know of any instance?—I do not know of any instance in which a man would be placed in that position.

670. Supposing there was such an instance?—I would trust to the other means for remedy which I have described rather than to the law.

671. (*Mr. Bouverie.*) To go back to the other case, that of the bookbinder, I suppose the difficulty really arose from the employer having gone into liquidation; he had not the means to pay the men's wages?—I do not know he had not; but the first man, the man that was out of work, was paid his money.

672. In the intermediate time after the end of the first month, and before the two months were elapsed, he had become a bankrupt?—Yes, or about that time.

673. Are you aware that claimants of wages in bankruptcy have a previous right to the payment of wages before any other creditor is paid?—Yes; I was under that impression.

674. Assuming that there are assets of this bankruptcy sufficient to cover that claim, in the end these men will get paid their money?—Yes, I presume that.

675. When the claim for perfect equality on the part of the workman in every respect with everybody else is put forward, are the workmen prepared to waive all such claims to prior payment of their wages before all other creditors in bankruptcy; has that ever been considered?—No, not by me nor, I think, by workmen generally.

676. Or, perhaps, they were not aware of the fact that it was so?—Not generally.

677. (*Mr. Hughes.*) When you say that there is no objection to the magistrate's jurisdiction, do you mean the stipendiary magistrates or the ordinary bench?—The stipendiary magistrates.

678. In fact you, living in London, have no knowledge yourself of any other than stipendiary magistrates?—No.

679. (*Mr. Bouverie.*) I quite understand that in the end, looming in the distance, both as regards masters and as regards men, you still regard imprisonment as the ultimate resort if a man will not pay or cannot pay?—Yes, I cannot see any other conclusion.

680. And when you object to the criminal clause in the Master and Servant Act, it was the 14th clause for aggravated misconduct that you meant?—Yes.

681. (*Chairman.*) Will you proceed to your second head?—The second point is that the law is inapplicable to workmen in factories. I think that is sustained in the second case (which I am about to bring before you) more particularly than in the first. I have known men in the cabinetmaking trade who have had a piece of work given them to complete, and before the work has been completed the employer has come to them and said, "Now you must alter your style of work, and just make it in such and such a way instead of the way in which you first received orders to do it." Probably that would cause a greater outlay of labour, and would necessitate the man charging considerably more for his work. The man has no remedy whatever except to do the work and then to summon the master if he refuses to pay the extra money for the extra work; and I have known some cases where the magistrates have actually refused to allow the extra money; but I have never known any case to take place where the workman has really had justice done him in getting paid for the extra labour required.

682. Would you state the remedy which you propose in the Master and Servant Act for that defect which you have just mentioned?—I think it would be well if the Master and Servant Act were so altered as to make it imperative upon the employer to carry out his bargain, whatever it might be, and to pay the workman according to an agreement; if any alteration was desirable, let that involve a fresh contract, or else let it be made a breach of contract,

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and if a breach of contract be effected, let him bear the penalties that might be agreed to.

683. In the case of a cabinetmaker, supposing a man were engaged to make a table or sofa in a particular way, and the customer suggests that an alteration should be made in it, would you oblige the master to go on with the work and make it contrary to the suggestion of his customer?—No, I would not do that; but I merely bring forward that point to show that the Act is inapplicable to workmen in factories.

684. You now state that the remedy you propose is that the master should be obliged to complete the work originally contracted for?—No, to carry out the contract with the workman, and then make a fresh contract if he wishes.

685. (*Mr. Roebuck.*) Is not that the exact law now?—No, I think not, because the workmen are obliged to carry out their contracts; it has been so decided in cases that have been tried; but that does not seem to apply to the masters.

686. (*Mr. Goldney.*) Supposing a man has to make a piece of cabinetwork, agreed at so much, say 10*l.*, and then the master comes and says, "I want this altered, and made in a different way," the man has clearly a right to say, "I am prepared to go on with this which I have agreed to do, but not to enter into a contract for other work"?—Well, he can; but then there is sometimes a great drawback to the workman by refusing to carry out an employer's instructions.

687. Supposing he is wishing to avoid that drawback, cannot he make a different agreement and say, "If you will give me 2*l.* more I will do it"?—Yes, it is possible.

688. If he does not do that is it not his own fault?—Not always. I can scarcely describe the way in which it is done, but it is oftentimes the case that an employer having influence with a workman will induce him to go on with his work trusting to his honour and believing he will get a fair payment.

689. The law is clear and distinct about it, that if the workman says, "I have done so much to this that I consider my labour practically complete, and if you do not go on with it you must pay me," he can enforce that?—He can do that now.

690. And on the other hand he may say, "If I do make the alteration you must give me so much more," and if he does not say either the one or the other, but the employer directs him to do it, he is entitled to be paid for his extra work?—Yes; and then what I complain of crops up, because the workman very often in suing an employer for extra money through an alteration of a piece of work has been refused that money by the magistrates.

691. (*Mr. Hughes.*) But that, I presume, was because they did not make good their case, was it not?—No; sometimes the extra work perhaps would be 5*s.* or 10*s.*

692. I do not see what your second point comes to. I think you misunderstand the Act?—I do not see how the Act can be applied at all to meet these cases of workmen, because magistrates do not comprehend the technicalities and difficulties of the question what should be paid for an alteration of a contract.

693. No doubt it is unfortunate for the workman that he is not so well instructed, perhaps, as he should be; but it is perfectly competent to him under this Act, first to make a contract to make, for instance, a cabinet, and then, if his master says, "That cabinet must be altered," to vary his contract and to say, "I will make the alterations for such and such a sum"?—Quite so.

694. (*Mr. Bouverie.*) There is a saying that the law only helps those who are wide awake; and if the men are sufficiently awake to their own interests when there is a departure from the contract to say, "That must be taken into account," there would be no difficulty about it; but as I understand it, the man in many cases rather lets the thing take its chance, and then when it comes to payment expects

the master to pay him for extra work. Is that it?—If a difference of opinion takes place between the workman and the employer from the alteration of a contract, say, and the man has to take that case into court, the magistrates as a rule can scarcely ever comprehend the technicalities surrounding the question, and the workman can hardly ever get what is said to be substantial justice under the Act.

695. (*Mr. Goldney.*) Does it not come to this: supposing the case of a sofa or another piece of cabinetwork, and the master says, "I want this scroll altered in a different way;" and then when the time comes he offers the man his money under the original agreement, and the man says, "I want more," the master says, "You have not done any more work, and I shall not pay you;" then the man goes into court, and he fails, perhaps, then to bring any witness to show that this which he has done is more valuable than what he at first engaged to do?—Sometimes the magistrate thinks it so trivial, not understanding the nature of the work, that he will not order the extra money to be paid.

696. (*Chairman.*) You attribute it to the ignorance of the magistrate as to the technicalities of the trade?—Yes, or the inapplicability of the law to these cases.

697. Now would you repeat again the remedy which you suggest for that?—I cannot see any other remedy than that it should be left to the men under a fair law of contract to decide it with their employers, and that the criminal clause should be expunged, so that the man should not be sent to prison if he broke a contract under the circumstances which I have just pointed out.

698. What would you consider a fair law of contract?—That it should be a civil process only, with only civil penalties.

699. (*Mr. Goldney.*) But in this case it is the workman who goes for the wages?—But if the man threw up his contract it would be very likely that he would be summoned under the Master and Servant Act and sent to prison.

700. (*Chairman.*) Will you go on to state the other case which you wish to bring before us?—The second case is one of a man named Goepferd, a Frenchman, a member of the Cabinetmakers' Society, who was working for Mr. Bouillancy, an employer, also a Frenchman, and he was working by the hour and paid by the hour at the rate of 8½*d.* per hour. The number of hours worked by the men in that trade vary nearly every week. Mr. Goepferd being too weak to work, and being laid up for several days previous to leaving his employment, left his employment and had been jeered by his employer as to his incapacity to go on with his work. When he left he gave no notice, which is the custom of the trade when working by the hour. He was summoned two days after by his employer, Mr. Bouillancy, at the Marlborough Street Police Court, Mr. Newton being the presiding magistrate. Mr. Bouillancy stated upon his oath that he had never discharged a man employed by him without giving a week's notice. Several men were in court who had been in Mr. Bouillancy's employ, and who had been discharged at one minute's notice, and many others could be produced who could also prove that they had been discharged by Mr. Bouillancy at a minute's notice. Mr. Newton declined to hear any witnesses on this point, and said Mr. Goepferd's only remedy was to bring an action against Mr. Bouillancy for perjury if he had stated what was untrue. The magistrate declined to receive the evidence that could have been produced in court; he preferred to take, and did take, under the Act the word of the employer, and allowed that to decide him in his action. I should say that the summons had been taken out against Mr. Goepferd for damages amounting to 2*l.* 10*s.* Mr. Newton asked if the defendant had any goods to distrain upon, after condemning him to pay 2*l.* damages to Mr. Bouillancy and 2*s.* costs. That we consider a great hardship to men.

701. The plaintiff swears, as it appears from the

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depositions which we have before us, "When I engaged him we were to give a week's notice on either side," so that, apart from the custom of the trade, here he swears to a distinct contract which the man does not deny?—The man does deny a contract.

702. He swears, apart from the custom of the trade, "When I engaged him we were to give a week's notice on either side," and when the defendant's case comes on the defendant brings a witness to prove he had not made such an engagement, but the witness says, "I was not present when defendant was engaged." It is not therefore the general principle of the trade in this case, but a question of a special contract, aye or no?—I was not present in court at the hearing. I merely put that case forward to illustrate the points which I first produced to the Commission.

703. *Mr. Goldney.* Do you say that the men do not desire any contract at all?—I say that they would be in as good a position without any law of contract. They can never get any substantial justice done under the present Act, and they stand a chance of getting a good deal of injustice done which the employer escapes.

704. If this Act were thrown up they would want some law giving them a remedy for their wages?—If the criminal clauses were expunged I believe it would work far better between employers and employed.

705. But you say they would be as well off without any law of contract?—I say they would be in almost as good a position without any law of contract at all when I take into consideration the operation of the present law, under which they get no security.

706. Your proposition is that they would be just as well off under the old law, by which they can enforce contracts, if this Master and Servant Act were thrown up?—Yes, I think they would be pretty well in as good a position.

707. *Mr. Hughes.* I suppose one may infer from that that unless modifications were made you would sooner see the Act repealed; is that so?—I think so. I think if those criminal clauses are expunged then the position would be one of equality.

708. *Mr. Goldney.* I am putting this proposition, that under the existing law, apart from the Master and Servant Act, the workmen would be better off than they are under this Act; is that what you mean?—I think so.

709. *Mr. Roebuck.* To put it shortly, you think it would be better that this Act should be repealed?—No, I do not think that. I think that while the criminal clauses are in operation the workman has no substantial advantage at all, and I think the way in which the Act is administered does not protect his interests whilst those clauses are in force against him.

710. Then what you believe is this, that the thing to be done is to repeal the criminal clauses?—Yes.

711. And you think that would be the improvement that you would suggest in the law?—Yes, I think it would meet the position of things fairly. It is the 14th clause of the Act that I refer to, and a modification of the 9th clause.

712. *Mr. Bouverie.* In your own trade have you any difficulty with your masters?—No, we never have any contracts. I have not known a single dispute between employers and workmen in my own trade.

713. *Mr. Roebuck.* You say that you have never had any contracts, and how do you engage yourself to work? Supposing you went to Mr. A. to do house decoration, and you wished to be employed by that house, what did you do; you must have made some contract?—What I mean to say was that in all our work we have never had a dispute. I have never known a case of a workman being summoned into a police court, or a workman summoning an employer for breach of contract; we do without anything of the kind.

714. You do without any written contract, you mean?—Yes.

715. But you make some sort of contract; you have some specific understanding before you go to work?

—Yes, we go and leave just as it suits us; and the employer takes us on and discharges us just as it suits him.

716. *Mr. Bouverie.* There is no notice required, in fact?—No notice.

717. Are you paid by the hour?—We are paid by the hour.

718. *Mr. Hughes.* Do you attribute this satisfactory state of things which you have described as prevailing in your own trade to that custom, that there shall be no notice on either side?—I do not know that I can exactly attribute it to that. We have never had any ill-feeling crop up between employers and employed on that ground. They leave when they think proper. I have known plenty of workmen leave when they had a better job in view, and the employers are invariably able to get workmen to fill their places.

719. *Mr. Roebuck.* But your work is fragmentary; there is no grand scheme which you have to work out, so that it would cause general mischief and injury if one person went away?—We have to work under the general design of an artist, and every man who undertakes our work must be able to understand and complete the general design.

720. But if A. went away, B. could come on and take his work without any difficulty?—Yes, if he understood the work.

721. *Mr. Hughes.* Then are you in favour of short contracts?—Yes, I think short contracts are best.

722. You would not agree with a witness who was here yesterday, and who was strongly in favour of monthly contracts on the same ground that you allege in favour of quite short contracts. It is a matter of opinion; you believe in short contracts as between master and men?—I do; I have always found them work very well in our own trade.

723. *Mr. Goldney.* Supposing you were engaged by a master in your trade; the master may come at 11 o'clock to-day and say "All of you walk out"?—Yes.

724. How would that effect men who were a long way from their homes?—I have had an employer do this. I was working for an employer who lived in Pont Street, Belgrave Square; I was working for him the other side of Notting Hill, a distance of about four miles, and on going to the shop to be paid at one o'clock (that was the time we left the work), I have been told by the employer that I was not required again, and other men with me, and have had to go back to the job again, a distance of three miles, to get my things before I could seek for another job on Monday morning. But no doubt I could have recovered the loss, or the time taken up in going back for my things. I should have had notice before I left the job, so as to be able to bring my things away.

725. *Mr. Roebuck.* You said that you had no notice in your trade, as I understood you?—Supposing we leave work at one o'clock, we leave the job earlier to go to the office to get paid; it is customary to walk in the employer's time to the office. The payment commences at a certain time, and the men have to be there to get their money; but supposing I am to leave the work, supposing I am to be discharged, I should have notice that I am not wanted again, so as to bring my things away with me.

726. *Mr. Bouverie.* It is usual to give that notice; it is a consideration which the master shows the men?—So as not to give them the trouble to go back to take their tools.

727. Are not the house decorators a superior class?—As a rule the decorators are a comparatively small body; but since we have been amalgamated with the house painters as well we are likely to become a large association.

728. That is, amalgamated in the union, you mean?—Yes.

729. *Mr. Roebuck.* The house decorator is something of an artist, is he not?—He carries out the designs of an artist; he carries out on the building the design according to the drawing supplied to him.



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730. To a certain extent you are an artist yourself?—Yes, to some extent.

731. (Mr. Bouverie.) Are the body of workmen of that class all in union; there must be a great number of them in London; are they, generally speaking, in union?—There is a vast majority outside the union, but the best workmen in the trade are in the union.

732. (Mr. Goldney.)—You take a contract for doing a ceiling or a room as piecework, do you not?—Yes, we would do that, although it is very seldom done.

733. (Mr. Macdonald.) Have you found short contracts injurious to the workmen?—No, not as a rule.

734. Do you not think that short contracts lead to employers and employed having more respect for the rights of each other in their dealings with one another; thus a workman knows that if he does a thing that is wrong in his contract he is liable to

instant dismissal, and on the other hand if an employer does a thing that is wrong to his workman in the fulfilment of his contract he knows that his workman has a perfect right to leave instantly. Do you not think that that has a beneficial effect rather than any injurious effect?—Yes, I think so, because where employers treat their workmen properly the firm gets a good name, and the workmen desire to be employed in that firm. It happens so in our own trade. We prefer very much to work in some firms to what we do in others through the general good understanding that exists between the workmen and the employer or the agent of the employer.

735. And you do not think that short notice would injure an employer where the employer does right to his workmen, do you?—No, I think it is greatly to the benefit of the employer. A man attends to his work with more diligence and pleasure where he is properly treated.

The witness withdrew.

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Mr. MASKELL WILLIAM PEACE, examined.

736. (Chairman.) I believe you are a solicitor in Wigan?—Yes.

737. In what character do you appear here?—As the representative of the Mining Association of Great Britain.

738. What does that association consist of?—It consists of coal and iron proprietors.

739. In what districts?—In England, Scotland, and Wales.

740. The whole of England, Scotland, and Wales?—Yes, the whole of England, Scotland, and Wales.

741. How long has that association been in existence?—Twenty years.

742. What are your duties as connected with it?—I am the solicitor and secretary of the association.

743. And in that capacity what duties have you to perform?—I have to draw the attention of the association to all matters which I think concern them; to convene meetings of the council, to lay before them information as to any Bills in Parliament, or as to any legal questions that I think affect the trade; I have to take their instructions, to watch those Bills in Parliament, and to move either in opposition or in amendment or in support, according to the instructions that I may receive from time to time from the council. I have in my hand the report of the 20th annual meeting, which will show the business that was done in the preceding 12 months.

744. Where is your place of meeting?—We meet at the Westminster Palace Hotel, in London.

745. In your character as solicitor and secretary of that association have you had many opportunities of judging of the operation of the Master and Servant Act?—Well, more as the solicitor and secretary of the Local Association of South Lancashire and Cheshire, and also as the solicitor for a number of coal proprietors in the neighbourhood of Wigan. Of course my acquaintance with the Act and the working of it must be in those courts that I attend. I have had considerable experience in the Wigan district. I have had all the cases that have been brought under the Act for the Wigan Coal and Iron Company, of which firm I am the solicitor, and which is a very large firm; also for the Norley Coal Company, in which company I am a partner; and also for Jonathan Blundell and Sons, John Grant Morris, and various others.

746. Is it your duty to have anything to do with the payment of wages?—Nothing whatever; our association takes no cognisance either of wages or of prices.

747. Will you state to the Commission your opinion of the Master and Servant Act?—Well, I have had a summary made of the cases that have taken place in Wigan, and I find that since the Act came into operation there have been 483 cases heard—that is, both before the borough justices and before the county justices as well. Out of this number of cases there

were 11 commitments; in each case the commitment was in default of payment of money, either compensation or fine as the case might be. I do not find that there has been a single case under the 14th section for aggravated cases of misconduct where imprisonment was inflicted in the first instance. I have the details here.

748. Without going into the details, could you give us some idea of the divisions of subjects?—Yes. The principal number of cases brought before the magistrates are for men absenting themselves from work without notice. I hold the list in my hand, in which running down the decisions I find "Costs settled; settled; 10s. and costs paid; absence from work; damaging work; pay damages and costs."

749. (Mr. Roebuck.) What does "damaging work" mean?—I have only this note to guide me, "On the 12th of September 1870; damaging work; pay damages and costs; paid."

750. You have no idea what it means?—Yes, I can understand what it means. I understand it to mean that this man has had certain work to perform, something or other that has been given to him, and has damaged the article given to him in his work by not doing it properly.

751. Might they not have brought that case under the 14th section?—Well, if it was a very aggravated case they could. I had a case myself of damage the other day in which an engineer who was in charge of an engine which pumped water from the lower level into a reservoir for the purpose of supplying the blast iron furnace got drunk and neglected his work, and luckily it was found out before the water got so low as to cause an explosion. Somebody going round and looking after the place found that the water did not show in the water gauges, and they went into the engine-house and found this man drunk and not attending to his duty. In that case the instructions were sent to me to proceed, and I proceeded under the Master and Servant Act; but before proceeding I directed them to empty the boilers and see whether any damage was done to the boilers. It was found that the misconduct had been found out before any damage was done. Therefore I applied for a summons to inflict a fine. The case was heard and a fine inflicted of 1*l*.

752. If you had chosen would not that have come fairly under the 14th section?—Well, there is a great disinclination on the part of the employers of labour to press, and my instructions always have been not to press for imprisonment, and there is also a disinclination on the part of the magistrates to inflict the punishment of imprisonment. But it is the opinion of the association which I represent here to-day, and also of the masters whom I am more immediately in contact with, that it is essentially necessary that the power of inflicting the punishment of imprisonment

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should be retained for this reason, that both in collieries and in iron works (the two trades that I am now speaking about) so much depends upon the labour of one man frequently,—a man very likely who is in poor circumstances of life, and who has no money to pay a compensation which would be adequate, in case by neglecting his work he stopped the work of a large number of other people. I may instance the engineer of a blast furnace or the engineer at a colliery engine; but I must say that with respect to colliery cases there is a difference to be drawn, because the collieries are regulated in a great measure by the Coal Mines Regulation Act and the special rules under that Act. Inasmuch as that is an exceptionally dangerous employment, the law has allowed exceptionally stringent regulations to be made, and under that Act persons who neglect their duties may be punished by imprisonment where danger might have ensued from the neglect complained of. But in the case of iron works, and I apprehend other trades, there are no such regulations, and it is with respect to those that it is very essential that this power of imprisonment should as it were be kept in reserve if necessary.

753. *In terrorem?*—*In terrorem.* I have got a letter here pointing out some cases from North Wales which perhaps as it bears on the point I may be allowed to refer to:—“The North Wales Coal Owners’ Association, Ruabon.—Acre Fair Forge, New British Iron Company. Thomas Griffiths, puddler, absented himself the nights of 17th, 18th, 19th, 20th, and 21st of February 1873. He was summoned before the magistrates, and it was proved he was drinking and was drunk almost the whole of the time. The furnace could only therefore be worked the day turn, and consequently must either have been let out altogether, or supplied with fuel during the nights to keep it efficient, and which fuel was consequently wasted, and for which a claim was made of only 3*l.*, which the bench considered very moderate. Griffiths refused to pay anything and he was locked up preparatory to his commitment being made out; but before that was completed, and after he had been in the lock-up a little more than an hour his friends came forward and paid the money. Since that time he has behaved satisfactorily.” At the same place “Kenrick Kenrick, puddler, absented himself the nights of the 17th and 18th February 1873. He was summoned before the magistrates, and it was proved he was drinking and drunk during the time. Waste of coal was a consequence, which was estimated at 30*s.*, which the magistrates ordered him to pay. He refused until he was locked up preparatory to his committal to prison being made out. His friends then paid the money. He had no property, he and his wife being in lodgings, consequently nothing on which to levy a distress.”

754. (*Mr. Macdonald.*) I do not wish to interrupt the examination now going on, but was the engineer here referred to a colliery engineer?—No, it was for the purpose of pumping the water from a lower level to a reservoir to supply the iron blast furnaces.

755. But he was not in connection with collieries at all?—He was employed by the Wigan Coal and Iron Company, but that engine was not in connection with collieries.

756. As a lawyer, would you have said that he was really under the Mines Act?—Certainly not.

757. (*Chairman.*) In your connection with these branches of business has it often happened to you to apply to magistrates for criminal punishment on labouring men?—We have had to apply occasionally in those cases where a man in neglecting the provisions of the Mines Act has taken his lamp-top off and done something or other which might result in an explosion in the mine. Those are the only cases where I was instructed to ask for imprisonment.

758. Under the Master and Servant Act have you had any such cases?—I never had a case where I was instructed to press for imprisonment. We have

had cases where we have gone under the Master and Servant Act against colliers, but, of course, for compensation not for punishment. In the vexed question of timbering the coal, where a man has refused to timber his working place and we have had to clear it up after him, we have gone for compensation and he has been ordered to pay it.

759. (*Mr. Bouverie.*) There are no such provisions for compensation in the Mines Regulation Act?—No.

760. (*Chairman.*) That is confined to collieries?—To the ironstone mines and the coal measures.

761. Will you state the opinion of the association which you represent on this Master and Servant Act?—In consequence of an intimation that I received from the secretary of this Commission that evidence would be heard, I had instructions to convene a meeting of the council of the association, which was held yesterday, and the subject was considered, and they passed this resolution, “That in the opinion of this association it is inexpedient that any relaxation should be made in the provisions of the Master and Servant Act, 1867. So much frequently depends on the labour of one man that no adequate compensation can be levied, and it is desirable that the power of imprisonment should be retained under the circumstances provided for in the 14th section.”

762. Have you any other reasons to state on behalf of the association why you wish the Master and Servant Act to be retained as it is?—I understand that it is thought that a proper amount of subordination could not be maintained if power of imprisonment was not preserved; that a number of men upon whose labour in each case eight or ten other men’s labour depended might at once refuse to work, and might combine, and might in effect stop the works.

763. But that would come under the operation of another Act, would it not?—Well, I am not aware whether it would or not.

764. (*Mr. Hughes.*) The moment you get into combination you go beyond this Act; this Act has nothing to do with combination?—They look upon it in this way, that if the work of a number of people depends upon one man, a man who to acquire that position must be a skilled labourer, and probably not easily replaced, if he chooses to absent himself from his work with no reasonable cause of course, from pique or anger or misconduct, and he has nothing upon which to levy a distress, it is essential that the power should be in the hands of somebody to inflict a certain amount of punishment. You cannot punish a man who has no goods or property upon which to levy a distress unless you reserve the power to send him to prison.

765. (*Mr. Roebuck.*) But all this notwithstanding, I think you say that there is an indisposition both on the part of the employers and on the part of the magistrates to inflict punishment under that 14th clause?—There is.

766. And that they only desire that clause rather as a means of terror than for actual application, and that you believe that benefit is done by the mere fact of its being in the law?—I do. The interest both of the master and of the man is that he should be kept out of prison; what the master wants is the man’s labour, not that he should be in prison and prevented from labouring. My instructions have invariably been to that effect, and that was the case before the Master and Servant Act was published, as I have stated, when the punishment was imprisonment under the old Acts of George the Third.

767. Are you at all aware, so far as you are acquainted with the working men connected with the persons in whose employment you are, of there being in the minds of the working men any great feeling of hardship as regards the existence of that 14th clause in the Master and Servant Act?—The only means that I have of forming any judgment upon that is what appears in the public prints and in the local papers. Of course I have seen that the question has been agitated from time to time amongst the men that

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it was desirable that such a clause should be repealed, and that they wished it repealed; but I have never seen any reasons adduced.

768. I was going to ask, have they ever given any reasons?—I do not remember to have seen any reasons, except that they thought it a hardship and an oppression.

769. Was it not stated that there was an inequality by the existence of that clause in the condition of the master and the servant, and that what the servant was subjected to the master was not?—Well, that may have been so; I do not remember to have read that; but as I understand the Act, that is not so. I understand that the master may be imprisoned as much as the servant.

770. (*Mr. Bouverie.*) Have you a stipendiary magistrate at Wigan?—No, the borough justices, if the cases arise in the borough, and we have county justices for a large district.

771. (*Chairman.*) Are the majority of the county justices employed in or connected with coal or iron works?—A great number of the justices are; and in cases under the Mines Regulation Act we have had considerable trouble in getting justices, because in those cases justices can only sit who have no connection with coal mines, nor certain relations having an interest in them. We have from that cause had considerable difficulty in obtaining magistrates; cases have had to be adjourned from time to time for that purpose, to the great inconvenience both of the employers and of the employed.

772. Can you see any mode by which, in a large and populous district like that in which you reside, a labouring man can have access to a stipendiary magistrate out of Liverpool and Manchester?—Well, in a place like Wigan, the centre of a district employing about 100,000 people, it would be very easy, I think, to have a stipendiary magistrate who might administer justice not only in Wigan, but in St. Helen's and Lee, and other centres of the coal trade in the district, who might go on circuit like a county court judge. There is no indisposition whatever on the part of the masters to have cases adjudicated upon by stipendiary magistrates. In fact, I think, a legally trained magistrate is a great advantage.

773. (*Mr. Hughes.*) The employers would prefer it, would they not?—I have heard it discussed, and never heard any objection on their part.

774. There is a feeling on the part of the work-people against the jurisdiction of employers as magistrates?—Of course there is always a possibility of partial feeling if employers are the magistrates.

775. (*Mr. Macdonald.*) You have said that you are the secretary for the Mine Owners' Association of Great Britain; that does not include all the mine owners of Great Britain?—No, not all.

776. Only such as unite together?—I represent only the central association; the branch associations in different districts I have handed in a list of.

777. There are a great many not included in yours?—There are a great many who do not pay anything towards us.

778. You really do not know anything of the working of this Act in the counties of Durham, Northumberland, West Yorkshire, South Yorkshire, Warwickshire, Derbyshire, Leicestershire, Staffordshire, or Wales?—Yes, I do.

779. Personally?—Not personally.

780. (*Chairman.*) In what way do you know anything of its working there?—From having heard the matter discussed at our own association by representatives from those districts.

781. (*Mr. Macdonald.*) Have you ever heard in those districts of working men being brought up under the 9th clause of the statute, and tried under the 14th?—I issued a circular to ask that question to all our different secretaries, and I have not received information of a single case.

782. Would you be astonished if there are such cases, and a considerable number of them?—It seems

to me an extraordinary thing. Do you mean in the coal and iron trade?

783. Yes?—I should be very much surprised indeed. I cannot understand how the justices would act in that way; they do not in Wigan. There is a case in Warwickshire of rather an extraordinary nature which bears upon this matter. The colliery engineer was summoned for compensation for not attending to his duties, and the men in the pit set came to work, and because he was not there they could not go to work, and they had to leave. The masters applied for compensation under this Act, and they got a decision to a certain amount; I do not know what. Then the men took the case up. They thought, as I understand, that the engineer had been badly used, and they applied to the magistrate for compensation to each individual collier, because they went to their work and the master provided no work for them. I have not heard the result of the case, because it was held over for decision. I understand also that in Northumberland scarcely any cases have arisen under the Master and Servant Act for this reason, that in Northumberland the miners occupy houses belonging to the coal proprietors, and pay no rent for them; and the masters there have such a hold upon the men, who cannot leave their work without leaving their house, that they never take any proceedings against them under the Master and Servant Act.

784. Do not you think it is because the men are so well treated that they do not think of leaving?—Well, the other was the reason given to me by the representative from Northumberland.

785. Do you not think (and no man in England has more knowledge than you have of the working of the Mines Act) that there is ample remedy in every phase of contract for a man leaving off work for the owner to have power over the workman under the special rules of each colliery throughout the entire country?—No, I do not, for this reason, that the Government and the inspectors have always refused to sanction any special rules that do not relate to safety. The power contained in the Act of Parliament to make special rules is to provide for the safety of the people employed in the particular mine, and they will not sanction the making of any special rules which refer to questions of contract as apart from questions of safety. Therefore the Coal Mines Inspection Act and the rules under it relate to questions of safety, and not to questions of contract.

786. Is not the 14th clause of the Master and Servant Act very much like, is not much of its scope similar to, that of the special rules of the collieries?—No; I think the words used in the Act of Parliament, the Coal Mines Regulation Act, are, "To provide for the safety and discipline of the mine."

787. Quite so, but you are also aware as well as I am that there are also rules relating to the case where simply danger arises from an act, where any wrong act has been done?—Yes, any act calculated to produce injury.

788. The workman may be sent to prison in that case for three months with hard labour?—There is the option with the magistrate to say whether he shall be fined 40s. or sent to prison.

789. Or the employer fined 10l. or sent to prison?—Yes.

790. You have said that the employers desire imprisonment more as a matter *in terrorem* for a breach of contract?—Yes.

791. If imprisonment for a breach of contract *in terrorem* in respect of the workman is a necessity, should it not also be applied to all other classes of the community who make contracts?—I do not see that, because you are dealing here with people whom you cannot get at in any other way. If you want to punish them for aggravated cases, you cannot get at them in any other way except by, as a last resort, sending them to prison. Of course if people have means and position to lose you can punish them by inflicting a fine.



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792. But suppose a man appears to have means and has no means, and we have heard of such cases in the community every day?—Of course there are certain cases in which a man can be punished; for acting fraudulently, for instance.

793. But applied simply to contract, in the case of a breach of contract, where it is not said that the workman commits a fraud in disregarding his contract, do you see any reason why the same principle should not apply to employers who broke their contracts as well as to the employed; is there any equitable reason?—Well, I think there is this distinction to be drawn, that in the case of an ordinary contract—a commercial contract I suppose you are speaking of—the parties damaged are simply as a rule the two people interested in the contract. Now if you take the case, as I have put it, of a skilled workman where a great number of men are dependent upon him. There all these innocent men suffer as well as the other two, and they have no means of getting any compensation from him.

794. But a contract such as I am speaking of may be made in which a great many may suffer if it is not carried out. Thus, a person undertakes to make a reservoir; he contracts with an ironfounder to send forward a certain amount of trucks and spades and shovels and the plant—500 persons are congregated at that reservoir—the employer expects them on a given day; they do not come for three days or five days, and those men are walking about. Has not that person who contracts to produce these materials on a given day committed a great wrong to other parties?—You see there the contractor at the reservoir would have to pay his workmen; their contract with him to dig the reservoir would not depend upon whether those men had trucks and so on; he would have a remedy of course for damages, and the amount which he had paid for these men and got no return for would be one of the measures of the damages.

795. You are aware as well as I am that in a large number of the colliery contracts of this country there is this special provision, that in no case of damage to machinery or accident from any unforeseen cause has the workman any claim upon the employer?—I do not think that would hold good in the case which you put. It must be something in the nature of damage to machinery, “or other unforeseen cause”—must be something *ejusdem generis*. We have not with us, I may mention, any formal contract of employment—not written forms of contract.

796. Do you not think that it would be much better if there were written forms of contract, that all oral contracts should be entirely disused, and that there should be written contracts?—There is this objection: that in our district (which of course I am speaking of) there are a great number of collieries in a limited space; there are a great many mines worked in a small area, and the men are constantly changing. We have not with us colliery villages; a man has his own house, hired from an independent person, as a rule, and can work at my colliery or yours, or anybody else's; and therefore the people are constantly changing about; and where a large number of workmen are employed it would be very difficult indeed to have written contracts in our district.

797. (Chairman.) In what would the difficulty consist under the circumstances which you have just mentioned?—It would consist in having a contract with a man who only worked for a very short time, and the number, and the difficulty of having them all signed and completed and ready to be referred to at any moment.

798. You do not think that it would be possible to have a general form of contract, such as Mr. Macdonald suggests to you, might be made applicable?—It might be done in this way, that a set of working rules of contracts of service should be drawn out which should apply to a district. We have endeavoured to carry that out on various occasions. There has been a great deal of discrepancy in the decisions of the magistrates. Some magistrates will argue that if rules

are hung up in a place a man is bound by that; others will say “No; unless when he is engaged those rules are brought to his notice, and there is an actual assent by him that he will be bound by them, we will not allow that to be binding.” I see a case was in the superior courts on that very point, and the judges held the establishment of the rules was sufficient.

799. (Mr. Macdonald.) This case then is not common in Lancashire or Cheshire, that there are printed rules, and that before the workmen enters on the colliery these rules are read over to him, and he gives his assent, makes his mark or signs his name if he can read and write?—It is so in some cases in our district; it is endeavoured to be carried out, but practically it is not, I think, really carried out, because when a case is brought before me and I go into it and ferret it out to see that I have a clear case to bring before the magistrate, it generally breaks down.

800. You do not think it better that the word “oral” should be expunged from the Act, and all contracts should be reduced to written contracts?—Well, I can see a great advantage, of course, in the definition of the duties on each side, if it were a written contract; but I do not see how you could practically enforce a written contract in every case. If you did you would leave out a very large number of people who would never be under written contracts unless you could do it by rules.

801. (Chairman.) If you do not have written contracts you must leave very great discretion to the magistrate?—Yes.

802. (Mr. Hughes.) In the analysis which you gave of the 483 decisions (which analysis you did not complete) you mentioned apprentices?—Yes.

803. Those cases are common in your district under the Act?—Yes.

804. Do you think that the jurisdiction is healthy and good, or do you think that the jurisdiction as regards apprentices apart from the ordinary case of master and servant is defective; what is your experience as to that?—Well, that has always been adjudicated upon by the magistrates by the master and servant law, and is now.

805. But do you think that the jurisdiction under this Act is healthy, so far as you have observed?—I have never had a case of an apprentice under this Act.

806. We have had evidence of a very great number of cases in which in the first instance they have been sent to prison?—That is never done with us.

807. (Mr. Macdonald.) There is no apprenticeship whatever in coal mines or iron works, is there?—There is to some extent. I have had apprentice cases frequently; they are apprenticed as fitters and as boiler makers about a colliery, and engineers and boat-builders and carpenters.

808. Not as coal getters or iron workers?—Occasionally I have heard of one as a coal getter, but it is a very rare thing. I think I have heard of it from boards of guardians.

809. It is not a skilled employment?—I have heard it argued that it was a skilled employment.

810. (Mr. Hughes.) You said that both you yourself and your association have great disinclination to put the 14th section of the Master and Servant Act in force?—Yes.

811. That is, I understand you, because you value it chiefly as a penalty to be held over men *in terrorem*?—As a last resource.

812. Supposing that an equivalent penalty were provided by any other Act, by the Criminal Law Amendment Act, or any other Act, and supposing that there is a very strong feeling as to the law of contract that it should be made precisely the same as regards all classes of the community, and that the law of contract should not be mixed up in any way with criminal legislation; supposing that there were an equivalent remedy in other ways, you have no particular preference for a remedy under the Master and Servant Act?—There is this objection, that fines

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are very often no punishment at all, for this reason, that they are not paid by the man who is fined, but that they are subscribed by his fellow-workmen.

813. But that would be the same with your association, I suppose; you would pay any fines; you share all the burdens with your members under the Act just in the same way as the men do?—No.

814. I suppose you have some bonds binding you with penalties?—No, no bonds, no agreement to pay anything; the only monetary requirement of the association is that they shall pay so much, and that goes for printing the rules, and so on.

The witness withdrew.

Mr. ABEL MOORE, examined.

Mr. A. Moore.

818. (*Chairman.*) The Commission understand that you wish to state a grievance of which you have to complain in the operation of the Master and Servant Act. Will you be good enough to state what that grievance is?—The grievance is just this, that we have summoned this Mr. Jenkins, and he was ordered to pay in two months and we went for our money; the money was not paid into court; it was adjourned for 14 days, that was to last Saturday; we went again, and Mr. Flowers heard the case. Of course we employed a solicitor; he applied for a committal; we instructed him to do so, in the case of the money not being paid. The money was not paid, but Mr. Flowers refused to commit him, on the ground that we did not show that he was in a position to pay. The consequence is that it is adjourned for another 28 days. Now, I put it to Mr. Flowers, if I, as a workman, had been summoned under the same Act of Parliament for a breach of contract, should I have the same amount of time granted to me? He said that would have been a breach of contract. I said, "Well, this is a breach of contract;" he said, "So it is." I should not have had 28 days granted me if I had been fined any amount of money for compensation; I should either have had to go to prison or pay. That does not apply to an employer, you see. I should not have had 28 days, being a workman; at least, I think so.

819. The complaint you have to make is this, that the employer and the employed are not treated in the same manner?—No, I do not consider that they are.

820. But should you be satisfied if the law were such that the employer and the employed should be treated equally in all points?—They should be treated equally and alike. For instance, if I, as a workman, broke a contract and had a certain amount of compensation which I was ordered to pay, I should have to pay it in a given time, and if I did not pay it in some given time I should have to go to prison; there must be a limit of some sort, of course. I should like the law to apply to an employer in precisely the same manner as to a workman; that is only justice. We do not seem to have any means of getting our money from Mr. Jenkins. There are 28 days' adjournment now.

821. We understand that Mr. Jenkins has been made a bankrupt?—He was not made a bankrupt at the time; his affairs are in liquidation, but it was about a month after Mr. Flowers made the order. We gave him two months, because we would be lenient to him, and he has not paid yet.

The witness withdrew.

Adjourned to to-morrow at 12 o'clock.

815. But supposing that one employer, a member of your association, is struck against, do not the others stand by him in a pecuniary sense?—No, that has never been the case with us.

816. (*Mr. Macdonald.*) You are simply like the National Association of working miners, I presume; you attend to legislative matters and other things of that sort, not to wages?—Just so. I believe there is such an association as Mr. Hughes refers to in South Wales.

817. Local associations are for that object, but your association is not for that object?—No.

822. Then your complaint is rather one against the administration of the law than against the law itself?—The law itself does not seem to put the master to prison in case of his not paying, as it does the workman.

823. If the magistrate had chosen to put the master in prison, under this Act he would have had the power to do so?—He says no, unless we can show a good reason for thinking that he is in a position to pay.

824. But the magistrate might say, "Mr. Jenkins has now failed to pay for so long, and I will put him in prison;" the magistrate would have had the power of saying that?—The magistrate has not the power, he said, because there is that clause. He finds that he cannot commit Mr. Jenkins unless we can bring a good proof that he is in a position to pay.

825. Have you any other point to urge?—No other point than that, that we think it is a one-sided law; that there is not the same law to send a master to prison that there is the workman if he breaks the contract. There must be an ultimatum somewhere. He gave Mr. Jenkins two months and he did not pay. Now if a workman had broken a contract, and had not paid the compensation, he would have had to go to prison certainly.

826. (*Mr. Macdonald.*) I think you fail to see this; it is because you do not pay the compensation; it is not wages when you are sent to prison, but it is compensation?—There is a difference certainly, but it is a breach of contract, is it not?

827. It is a breach of contract, and you ought to sue him?—We have sued him, and do not seem to have any advantage.

828. You have only sued him for your wages?—Yes.

829. (*Mr. Hughes.*) You are aware that your wages would be the first charge when his assets came to be finally administered?—It does not appear that he has any assets.

830. Mr. Bouverie asked Mr. Shipton would the workmen be willing to waive that priority which they have in respect of wages with a view to get the statute altered. You see that is a privilege which they possess?—Yes, it is a privilege under the Bankruptcy Act, giving them the priority of having their wages first.

831. (*Chairman.*) If you had said that you insisted upon immediate payment the magistrate must have enforced it?—Yes.

Thursday, 18th June 1874.

PRESENT :

LORD WINMARLEIGH, IN THE CHAIR.

JOHN ARTHUR ROEBUCK, Esq., Q.C., M.P.  
THOMAS HUGHES, Esq., Q.C.

ALEXANDER MACDONALD, Esq., M.P.  
F. H. BACON, Esq., Secretary.

Mr. ANDREW BOA examined.

832. (*Chairman.*) Will you tell the Committee what is your present employment?—I am a foreman stone mason in Glasgow, a manager.

833. A manager in Glasgow for a large concern?—For a master builder.

834. How many men have you under your control?—At present we will probably have below 50. The jobs are spread out, and there are seasons when you have a great deal more, just as building requires.

835. But the average number under your charge is about 50, you would say?—No, I would say about 100 is the average.

836. In what capacity do you come here?—I could hardly define the particular capacity. I was asked to come here, and I should say I come here as a workman who has been acquainted and connected with trade questions for this last 12 years.

837. That is exactly what we understand. You do not come here to represent any great body officially, do you?—Yes. I am a member of the London Parliamentary Committee, and finding that perhaps I might be in an awkward position, I had some difficulty in making up my mind as to whether I should come. I however asked the Glasgow Repeal Association, of whom I am president, and by whose favour I practically obtained a position on the London Parliamentary Committee; thereon they accordingly gave me full power to come here and represent them.

838. Then you do come here as representing them?—I do come as representing them alone.

839. What is the Repeal Association of which you speak?—It is a committee from the Glasgow Trades Council, who represent about 140,000 men.

840. (*Mr. Macdonald.*) It is for the repeal of the Criminal Law Amendment Act, and the Master and Servant Act?—It is called the Criminal Law Repeal Association.

841. (*Chairman.*) What does that association consist of?—It consists of about 62 trades in the West of Scotland.

842. It does not spread over any other part, as I understand you?—We have branches; we have delegates from Dundee, Edinburgh, and a great many more towns, but the principal delegates are from the west.

843. And how many men do you say there are within that association?—We generally calculate that we represent about 140,000.

844. Are they described on any list?—They are frequently quoted as being the constituency whom they represent. We take a trade, and we have returns when the delegates come. Mr. So-and-So represents the trade, and he represents so many. It is taken from the official books of the trade what number he represents.

845. Do you require any proof that they do represent that trade?—We only get the proof on these cards written by the officials of the trade.

846. But it is your belief that you do represent that number of men?—I believe I do; in fact, I believe that is below the proper number.

847. Do you feel yourself authorized to speak on their behalf with regard to the operation of the Master and Servant Act?—I do.

848. I believe there are some complaints as to the working of that Act?—There are.

849. Will you be kind enough to explain to the Commission the nature of the complaints which are made?—The complaints principally, I think, the

general complaints of the workmen of Scotland, are against the 14th clause.

850. That is the one dealing with aggravated offences?—For making breach of contracts criminal. The workmen of Scotland find that with the power and discretion which has been given to justices of the peace a case too often unwarrantably assumes the character of an aggravated offence.

851. Have you any instances that you could bring before the Commission in which you think that the workpeople have been injured by a misconstruction being placed upon their acts by the magistrate?—I have a great many cases. I did not exactly bring a note of the cases, but I can describe them generally.

852. Will you be good enough to do that?—I know, just some three weeks ago, an apprentice who was learning to be a cork-cutter, and owing to the compressed state in which they have to sit in pursuing the trade a disease which he had had in the chest had been much aggravated; he in consequence began to spit blood, and his parents or his friends thought well to keep him at home for two weeks. He during that time had got prospects of a job in some dyeworks, and a much easier job whereby he could earn his bread. He intimated this to his employer, and he commenced work in this dye establishment. He was brought up for desertion of employment before Sheriff Cowan, and during the trial of the case a physician in Paisley swore that the trade was hurting the boy's health; he was notwithstanding found guilty of desertion of employment and fined, I think, in 3*l.*, also to find 2*l.* security, and the process of course would cost about 4*l.* The boy could not pay the money, and he took ill just when the trial had finished, and had to be sent to the seaside home at Dunoon, a place where the poor people go by the charity of those who are able to give them an admission ticket. At the end of two weeks he came out, and his employer threatened to put him in prison, and was intending to put him in prison, but the trades at Paisley, I understand, at present have petitioned the Home Secretary in favour of the boy.

853. That is a case of an apprentice. Are you aware that there is a law regarding apprentices separate from the law of master and servant?—I am not.

854. Could you bring before the Commission a case of which you complain not applicable to apprentices, but as between an employer and a free labourer; a case which attaches to a master and a man who works for him?—Well, I know a great many cases in this fashion: a man who works in an establishment, and from some cause which he cannot understand the foreman either has an antipathy against the man or he thinks so; the man suddenly on some given day quarrels with his foreman, and finds that he is so uncomfortable in the place that he has no remedy left but to put on his coat and go; he leaves the work with a moral conviction that he is not doing anything to hurt the employer, but simply because he has been made so uncomfortable by the foreman that he feels compelled to go; he is brought up under this Act, and he is sent to prison or he is fined in 3*l.* or 4*l.* We knew in this particular class of cases that the absence of the man from his work has in no degree reached the amount to which he has been fined. He has been fined in 3*l.*, and perhaps the man only received 23*s.* for the week's work, or it may be 25*s.*

855. But may not the loss of his employer have been more than the 25*s.*, the amount of the man's

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wages?—Well, we have generally ascertained that that is not the case.

856. (*Mr. Roebuck.*) Can you suggest any motive influencing the magistrate to deal so harshly with a man. Have you any idea what it was that induced the magistrate to do so?—Well, I should only say that although it might perhaps be rather an ungenerous motive to attribute, I fear it is a want of knowledge of the law. I think that they do not seem to understand the law clearly, and that perhaps in the case of a supposed strike, although no trades-union question has been connected with it, a magistrate, who occupies a position above a working man, is sometimes a little moved by class views.

857. (*Chairman.*) Now what is the remedy that you suggest for a case of the kind that you have just described?—Well, as I understand the workmen of Scotland, they have no desire for license or freedom to break contracts, but they wish that when they do break them there shall be an equity in the punishment which shall follow, and that the parties who decide the amount of compensation to be given shall be thoroughly competent parties.

858. And what parties should you say were competent parties?—Well, instead of a jury who perhaps know nothing about the given trade, it might be well to refer the question to some tradesman with a knowledge of the trade to which the man belongs.

859. Do you think that the workpeople of England would be satisfied to refer a case of that kind to a body of men who are interested in the case?—Well, in several cases they generally refer any dispute to a man who belongs to the same trade, and the people in Scotland are generally satisfied with that, I know.

860. A case of arbitration, I presume you mean?—Exactly.

861. Now have you any other case that you could suggest to us?—In connexion with us this Act does another hardship, which the workmen of Scotland feel very much, and that is this: a man breaks his contract and he leaves his work; he gets work a good distance from the place where he was formerly engaged, and consequently he has to remove his lodgings; he leaves his lodgings never intending to come back; the employer and the foreman know that he does not intend to come back, but notwithstanding this knowledge they send the citation to his old address; the man never comes there, and of course the award is given against him in his absence—the man is outlawed, in fact.

862. How would you suggest that the law should be altered in that respect. Suppose a man leaves his former abode without notice and goes to some other part of the country, how would you pursue that man by law if you do not know his new address?—They have got a "Keyhole Summons Abolition Act" in Scotland, and by the Act it is rendered necessary that a man must have the writ put in his hand, or that it must go through the register in the General Post Office.

863. I am aware of that. But you say the hardship is this, that where a man has broken his contract and left his residence, and gone away to some other abode, the law should require the notice to be served at his former residence. I ask what would you suggest in lieu of that?—We expect that they should exhaust all the means to try and find out the man's address.

864. But supposing the man has removed without telling anybody where he has gone, how would you recommend that the law should act in that case?—I am not prepared to say exactly.

865. Now would you take another case?—I do not know that I could give any case beyond the general complaints. I did not think that you wanted to know cases.

866. No, I ask you to state to us the complaints of the men, and if you cannot give instances we shall be glad of your own opinion as a person experienced in those matters?—The workmen, I think, generally

agree with the Act, the 14th and the 9th clauses excepted.

867. We will confine ourselves to the 14th clause, if you please. Now the 14th clause applies to punishment for aggravated offences; would you be good enough to explain what you consider to come under the class of aggravated offences?—Well, I should suppose an aggravated offence to be one in which a man left his work, perhaps under an impression of getting higher wages, or of bettering his condition, or of doing some wilful injury to his employer.

868. Do you think that it would be an aggravated offence if a man breaks his contract for the purpose of getting higher wages elsewhere?—Well, if he did not tender his notice I think that he would not be morally justified in doing it.

869. Should you think this an aggravated offence: supposing a man breaks his contract, with certain knowledge that in breaking that contract he is throwing a great number of his fellow-workmen out of employment?—Yes.

870. And you think that should properly come under the 14th clause?—Well, I do not know that it should properly come under the results of the 14th clause, but I should think it might be fairly called an aggravated offence.

871. Then how would you treat that aggravated offence; in what different manner would you treat the aggravated offence from one which is a simple breach of contract without any improper object on the part of the man?—We wish those to be tried before a stipendiary or a paid magistrate, and that he should ascertain the exact amount of damage done and let the man be treated civilly for the offence.

872. Supposing a man who has the control of an engine or any other piece of machinery, by the stopping of which a great many men would be thrown out of employment, and that the master loses a large sum of money by such stoppage, and that the men also lose their wages by such stoppage, and that they come upon this man for a breach of the contract under which he is labouring, and supposing that man has no goods to come upon for that damage, how would you proceed with him?—Well, I do not know exactly how we could do with a man who had nothing. I can only reply to such a question by stating that we should be very willing to devise some remedy when we find people devising it for other things. For example, a large insurance company will agree to fulfil a contract, but they break it, and do not fulfil the contract; that spreads havoc and distress and loss of money amongst thousands of families; when a means is found or devised whereby a fair punishment shall be brought to bear on such a case, I should say we then could easily devise means to punish a workman in the case you have cited.

873. But supposing that insurance company is proved in a court of justice to have done that with a fraudulent intent, I presume the members who have so acted would be imprisoned?—There are no cases that I know of on record when you can prove it.

874. Do you think that this labouring man who has committed the act which I have just described and has inflicted a great loss upon his master, and a master who has broken his contract to the man, are upon perfectly equal terms, seeing that the master has a property to come on and the man has not?—Well, I do not exactly know as to that.

875. (*Mr. Roebuck.*) You know the rule that if you cannot pay in purse you pay in person, and therefore if you cannot pay in fine you go to prison?—It seems to be a very harsh rule, under certain conditions.

876. (*Chairman.*) Are there any other points to which you wish to draw the attention of the Commission?—I know that the workmen generally feel dissatisfied with the 9th clause.

877. What are the points of dissatisfaction?—The magistrate seems to have full power to assess without scale or restriction the damages.

878. And what would you suggest?—As I pre-

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viously said, it should be left to men who are competent to judge, and they should say.

879. You would leave it to arbitration, in fact?—Yes.

880. I perhaps may have misunderstood you in my first question, as to what was the exact class of arbitrators you would suggest; you said tradesmen?—I mean men directly connected with the trade to which the man belongs.

881. You do not propose to leave the arbitration entirely to labouring men?—No, you could probably have a mutual one.

882. Do you think that it is possible in every trade and under all circumstances to have an arbitration?—Well, I think it is generally.

883. You do not know of any cases where you think there would be a difficulty?—No.

884. (*Mr. Macdonald.*) You are perhaps aware that a very common custom in Scotland is for the Sheriffs' Court to hand matters of this very description over, or where a matter is in dispute to hand it over, to competent persons that are employed in or connected with the occupation; that is a common practice, and works very satisfactorily in Scotland?—Yes.

885. And that is the ground I presume that you are assuming now, knowing that it acts in a satisfactory manner; the court remits it to a person who is thoroughly competent to judge and does not take it on its own responsibility?—Yes.

886. (*Chairman.*) You confine that to the 9th clause, which deals with a simple breach of contract without any aggravation?—Yes.

887. Is there any other part of the 9th clause to which you object?—No, I think that comprehends all of the objections to the 9th clause. As I understand the feeling in Scotland, it is that the Act is a very good Act if the 14th clause were taken out and the 9th amended.

888. (*Mr. Hughes.*) It has been said that this feeling about the Master and Servant Act is a mere sentimental grievance. Well, supposing that be so, can you give us any assurance from your knowledge of the workpeople in Scotland that it is one that is very widely felt?—Well, I could hardly, I think, give you a much better one than this fact: you understand that in Scotland we are not open to the charge which a great many people make, that we have paid agitators who go about trying to create some objections upon which they may live; I myself have spent somewhere about five years, and the men whom I mingle with belonging to the Glasgow Trades Council meet once every week to discuss these questions, and we do this at great loss of time; and therefore, when they really have been trying to think out these things, I think that should be almost a sufficient guarantee that it is not a question of sentiment, but one of a well considered nature.

889. Then so far as your experience goes the feeling about this criminal jurisdiction which is given by the Master and Servant Act is very strong amongst the working classes in Scotland?—It is very strong and general.

890. Now with respect to this criminal jurisdiction, from what you have said it is obvious that you personally (I do not know whether as a representative or not) do not object to criminal jurisdiction and to severe penalties for what you have described as aggravated breaches of contract; but should you think that the feeling in Scotland would be satisfied if that severe punishment were removed from this Act, and incorporated either in the Criminal Law Amendment Act, or in part of the criminal legislation of the country. Do you object entirely to the penalties provided by this Act, that is, the penalties of imprisonment being inflicted for aggravated breaches of contract; or do you merely object to its being placed in a statute which is considered a civil statute, and which is meant to deal with breaches of contract only?—Well, I could hardly say. I do not clearly understand the question. I can only say this, that we know of no other civil contracts being punished by

imprisonment, and that as long as we do not know of other contracts being punished in that way we do not see a reason why workmen should be punished in that way.

891. But I understood you in answer to my lord to say that you yourself should not object to such punishment in the case of aggravated breaches of contract, but only to such punishment, as I understood, being inflicted under the civil jurisdiction?—The common law of the land should be made to reach a case of that sort.

892. With respect to the remedy which you propose, the decision of all questions between master and servant by boards of arbitration, should you propose that something like councils should be established in every trade to which these questions should be referred?—I believe that would be a very good mode by which it would be done.

893. And constituted, I presume, as the boards of conciliation are now, half of employers and half of employed?—Yes.

894. And you would have such councils as those deal with all questions of contract between master and servant which come into court at all?—Yes.

895. And you would have those cases taken out of the ordinary jurisdiction of the country?—Yes.

896. Is that a widespread feeling, do you think?—I do not know if it is a widespread feeling, but it is one which I have heard a great many agree to.

897. (*Mr. Macdonald.*) You are aware of the heavy costs that are connected with the working of this Act in Scotland?—Yes.

898. We will take, say, a case in which the whole amount may be only about 15s. or a pound, but the costs in that case in many instances amount to 5l.?—To 4l. or 5l.

899. Now do you know that the workmen feel that this is a very heavy and expensive mode of dealing with such a case?—Well, they do, and they think it very hard.

900. And they have made bitter complaints against it?—Yes.

901. Do you think that the workmen desire to see a change made in the matter in the form whereby the costs would be greatly lessened?—Yes.

902. You are a manager for the department, you continue to be a trades-unionist, and you know well now from being manager the habits of the workmen, and the position of the workmen towards their employers. Do you not think that contracts all written would be better than the present mode, many of them being oral contracts, and when they come into court there is very great difficulty in determining what they are, the workmen saying one thing and the employers another. Do you think in your experience as a manager and as a workman the contracts would not be better if always submitted to writing?—I know a very wide feeling exists among Scotch workmen that the word "parol" should be taken out of the Act. They think that all contracts ought to be written, and that none should be made otherwise. It is a general feeling amongst them.

903. So that neither workmen nor employers could import anything into the question unless what was in the written contract?—Exactly so.

904. In your occupation as a stone mason what is the length of contracts; what is the term of the contracts that you hold, by the week, or by the day, or by the hour, or by the month?—In the building trades in Glasgow we are generally paid by the hour, but in Edinburgh you have to give a week's warning; the employer gives a week and the workman gives a week.

905. What is your opinion on long contracts or short contracts; do you think that long contracts conduce to the benefit of the workmen?—Well, I do not think it.

906. You prefer short ones?—Yes.

907. What is the feeling of the workmen in that matter?—I think they prefer short contracts too.

908. (*Mr. Roebuck.*) Would you have the length

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of a contract restricted by law?—I do not think that there is any feeling of that kind.

909. You would leave it to the men and masters themselves?—To the employers and the employed.

910. (*Mr. Hughes.*) But if the contracts are very short and for payment by the hour, it would make it very difficult to reduce them all to writing, I think?—Well, you very seldom have cases in these particular trades where they pay on that fashion. You see the masons and joiners of Glasgow do not give or take a week's notice; they leave as they choose.

911. But you could hardly have a written contract in that case, could you?—No, I do not wish a written contract in that case.

912. (*Chairman.*) You would have no contracts; but you prefer that if there are any they should be written?—Yes. In this particular branch of the trade you just come and get a job, and you can leave if you feel dissatisfied.

913. (*Mr. Macdonald.*) In your experience have you found at all that the men are in the habit of combining to break a contract?—No.

914. Then it is your experience that contracts are broken by individual persons on their own ground and on no common understanding among the workmen?—Exactly so. I have no knowledge of the breaking of a contract, nor could I credit it to be the case on the part of a trades-union or any body of workmen deliberately agreeing to break a contract. I do not think the thing takes place at all.

915. You used the word punishment several times in connexion with a breach of contract. I presume that you did not mean by that, did you, that the man should be sent to prison; it was rather that the punishment should be civil?—Civil.

916. You did not mean punishment in the sense of sending a man to prison?—No, that is the exact thing that we object to in the Act.

917. Compensation is not punishment in any sense of the term?—Of course I am not a lawyer.

918. But it is not punishment in the sense of sending to prison that you meant there?—No.

919. Then you were asked the question, I think, if the man had nothing to meet the award of compensation what would you do with him then? Do you not think in such cases the employer should exercise discretion to see that his workmen have something, just as the employed does exercise discretion to see that the employer has something that he can depend upon for his fulfilling his part of the contract, rather than falling back upon the criminal law of the country for the purpose of putting contracts in force?—I believe it would be better.

920. Let me just ask you this. You very properly said that in Scotland it is not fomented from headquarters or from any other where either in London or any other place this feeling against this Act?—Yes, I stated that.

921. You are aware of this, that in Glasgow the men have met in thousands and in tens of thousands voluntarily on this matter?—Yes.

922. You are aware that in Dundee they have done the same thing?—Yes.

923. You are aware that in Edinburgh they have done the same thing, and that in Aberdeen they have done the same thing, and in fact in every large town and in the counties large meetings have been held at great cost voluntarily in the different districts, and the men have expressed strong opinions against the 14th clause and also the 9th clause of this Act?—Yes, I know that to be true. We have had large demonstrations purely got up by the men to show their great disapprobation of the Criminal Law Amendment Act, and the Master and Servant Act.

924. What is the feeling of the workmen throughout Scotland in respect to the justices of the peace dealing with questions affecting capital and labour?—Well, they are very much against the present plan. They desire that these cases and all cases such as these should be settled by stipendiary magistrates—paid magistrates.

925. Or sheriffs?—Or sheriffs.

926. You are aware possibly that in regard to the Criminal Law Amendment Act we got that placed so as entirely to be dealt with by the sheriffs of the counties or the sheriff-substitutes, and that that provision gave great satisfaction?—Yes.

927. And the workmen have confidence in that court?—In the hands which administered the law in that court.

928. You on behalf of the workmen say, and I am aware that you speak the opinion of the men of Dundee, Aberdeen, and Edinburgh, having attended a meeting recently in which you were president, that the feeling is that in this as in other cases contracts should be purely civil?—Yes.

929. And if they were aggravated offences would you place them either in one law or in another law, or deal with them by a special Act of Parliament; would you have with regard to this Act, which is in itself not objected to, the criminal portion of it placed if it was necessary in another law or placed in a law by itself?—We think that if the common law of the land cannot reach it, it should be made applicable to it.

930. (*Chairman.*) I have only one or two questions to ask you with regard to what you have stated. You have stated that if there are contracts they should be written contracts. We have had it given in evidence here that there would be great difficulty in several branches of trade in having written contracts. Is it your opinion that in the trades of colliers, iron workers, and other trades like them you could have written contracts?—Yes; as far as my knowledge goes, in a trade where contracts do exist there could be no great difficulty in having the contracts written.

931. This difficulty has been suggested, that with a written contract if a man changes his employment very often there would be great difficulty arising out of that circumstance; is that your opinion?—No.

932. I want to see your meaning upon the question of the tribunal before which you would go. You say that the paid magistrate would be a much more satisfactory tribunal than the unpaid?—Yes.

933. I have looked through the list of the fines imposed by the paid magistrates, and of those imposed by the unpaid, and I see that in Scotland the longest term of imprisonment has been 60 days imposed by the paid magistrates, that is by the Sheriffs' Court, and there is no imprisonment under 14 days; whereas in the justice of the peace courts the longest term is 30 days, and the shortest term is five days; are you aware of that?—No, I am not aware of that, but probably, although the cases show a very short term of punishment, yet that term of punishment might not be in proportion.

934. The first case you brought was that of a cork-cutter; you stated that it was a case of hardship, and it turned out to be a case of an apprentice?—Yes.

935. Have you any case depending upon health where the breach of contract has been owing to the failure of health on the part of a man who was a free labourer and not an apprentice?—No. I have a great many cases belonging to the apprentice class.

936. Should you be able to give us any information on the Criminal Law Amendment Act, if we were to ask you hereafter?—Yes, I know the Criminal Law Amendment Act a little better perhaps.

The witness withdrew.

JOHN ROBINSON, Esq., examined.

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937. (*Chairman.*) Will you state to the Commission in what branch of business you are engaged?—I am an engineer, a manufacturer chiefly of locomotive

engines at Manchester; Sharp and Company is the firm to which I belong.

938. Have you come up to give evidence before



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this Commission?—I came up to a meeting of our committee this morning, and in consequence of a letter which Mr. Bacon was good enough to address to us we were deputed by the committee to come and see whether we could give any evidence of value to the Commission.

939. (Mr. Roebuck.) What do you mean by the word "we"?—We have an association now of employers; in fact we have two associations—there is no reason to make any secret of it—an association of employers in the iron trades of which I am chairman, and we have a federation of all employers of labour throughout the country, whether in textile fabrics or iron or coal or any other trades.

940. You said "we are come here"; is anybody else with you?—I mean a committee sitting for the purpose of watching the progress of this inquiry.

941. Is the committee here?—No, the committee was sitting a while ago in Westminster Chambers.

942. (Mr. Macdonald.) Are you the secretary of one of the two associations of which you have spoken?—The chairman of one and the president of the other.

943. (Chairman.) Now would you state to the Commission your opinion upon the working of the Master and Servant Act?—Our object in trying to maintain the Master and Servant Act, and our reason for thinking it useful legislation, is that we want to have the means of enforcing contracts. We have felt since the trades-unions have become so powerful, that is to say, since they have extended themselves so entirely through the trades, that it was exceedingly difficult to get men to carry out their contracts. I must say in our own particular trade we have not any particular difficulty of that kind, because we have shorter notices than in the coal and iron-making trades, and the textile trades, for instance; but it has been found often that these men are induced to break their contracts when they want higher wages, or when they have any particular objects to gain, and unless we had a clause like the 9th clause of the Master and Servant Act, or the 14th clause of the Master and Servant Act, we should very often fail in getting at the men. They can be so easily removed, and the trades-unions having large funds at their disposal, it makes them rather indifferent as to a money payment, and they carry the men off; so that unless we have in the background the possibility of imprisoning men for breach of contracts we do not see how we are to keep men to their work when it becomes an object to the union either that certain obligations should be broken or that wages at a certain time should be advanced.

944. What is the usual length of your contracts?—Our contracts are only by the minute; any minute our men may leave in our particular trade, but not in the textile trades.

945. You have no contract in your own trade?—Except for piecework. We let for instance in the case of a locomotive engine the work to be done by the piece; every part almost is done by the piece, and the putting together—what we call erecting—is done by a number of men joining together to take the work for 45*l.* or 50*l.* a piece, and we desire to have this Master and Servant Act maintained in order to enforce the completion of the work when we let it to them, in case the men were desirous of leaving the work at any particular time if they thought they could get an advantage.

946. But I think you said in point of fact that you have not had occasion to call in the aid of the Master and Servant Act in your branch of business?—In our branch of business certainly not.

947. (Mr. Hughes.) You put the 9th and 14th clauses in one category; do you consider them equally valuable?—I consider the 9th clause (but I am not a lawyer), which is the clause, I presume, for enforcing specific performance of contract, a very valuable one in our case. I think it might come to the time when, supposing the unions to be still stronger than they are now, we might find the 9th clause a

very important one to enforce specific performance of contract.

948. But as I understand you, it appears to me that the 9th clause would be sufficient; you only want to enforce the specific performance of your contract, so as to put a man in prison if he does not perform it?—I want to be able to put a man in prison in case he does not perform his contract.

949. That, you know, as I read the statute, you get under the 9th clause, and the 14th clause, as I understand it, is a perfectly different clause; the working of that has been essentially criminal; men have for what are called aggravated offences been put in prison at once without any question as to specific performance or performance of the contract, or fine, or damages, or anything. Now you put the two in the same category; do you not think the 9th clause would be sufficient for your purposes?—For our trade; but if I am allowed to give an opinion on the 14th clause, and from another point of view, as representing the federation of employers, then I go entirely for the maintenance of the 14th clause, for this reason, that there are many cases which can constantly arise in the textile trades and the coal and iron-making trades in which the 14th clause is an exceedingly valuable power to have—that is to say, the power of imprisonment for aggravated or malicious injury. There was a case not very long ago in Manchester, which no doubt has been before the Commission, where 500 factory girls combined to throw off the straps of their looms at the same moment, in order to gain certain objects which they had in view. The factory girls went back to their work by arrangement with the employer, and Mr. Headlam, the stipendiary magistrate at Manchester, only fined these girls something like 2*s.* or 5*s.* each; but if these girls threw off the straps of their looms for the purpose of breaking down their engines (which a large portion of them thrown off would do), either to spite their employer, or because in any other part of the building there were non-unionists working, then I say that the 14th clause would very fairly come in and give us power to punish for malicious injury to person or property. And in the case of coal mines, if you have a coal mine with a great amount of water coming into it, which has to be pumped out without intermission, a combination on the part of the men who had charge of the pumping engines against non-unionist men, as in the case of Messrs. Knowles, of Clifton, near Manchester (in their case they are non-unionists), would be very serious; if the Amalgamated Society of Engineers (to which branch of trade I have the honour of belonging) made up their minds to do these men a bad turn, they could easily arrange to stop the engines and flood the mines, thereby not only injuring the mine, but spiting the non-union men working in it.

950. You do not think that it would be satisfactory to leave that matter simply to the law affecting conspiracy?—That is a question which I should scarcely like to say either yes or no to. But you know very well that they are now seeking to do away with the operation of the law of conspiracy in trade combinations; and if you knock all our legs under our feet at once we shall be floored.

951. (Mr. Macdonald.) You have cited the instance of an engineer of a colliery stopping the work, and thereby throwing the men out of employment. Are you aware or are you not aware that for all collieries and all mines there is a special law and special provisions under that law which deal with the conduct of the workman, and that it is not necessary to bring him at all under the law of combination in any such case?—I am not aware of the existence of any such law.

952. You do not know anything of the working of coal mines?—That was my own observation.

953. (Chairman.) Your observation applied to all trades generally?—Yes. I was not speaking from my own personal knowledge. I only cited that as

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an instance which occurred to me as one where it was desirable to have some law.

954. (*Mr. Macdonald.*) Are you aware or are you not aware that a person so acting might be sent for three months to prison with hard labour under another law, the law relating to coal mines?—I am certainly not aware of that.

955. You therefore cannot say a word about coal and iron mines, seeing that you do not know the law with reference to them?—I only gave that as an illustration not in my own trade.

956. (*Mr. Hughes.*) You only wish the power of imprisonment to remain; you do not care under what Act it comes?—Yes.

957. (*Mr. Macdonald.*) Then you said that trades-unions carry off the workmen to other parts of the country. Now this is a statement very often made. Can you give me a single case, or can you give this Commission a single case, where a combination was formed and workmen were carried off for the purpose of breaking a contract?—This is not within my own cognisance. I am only speaking now from memory from the newspapers; but were there not cases of that kind in connection with the Burnley strike and Hargreaves and Company, the large colliery owners?

958. The Burnley case, if one may be allowed to import it here, was a case which was tried not under the law of master and servant, but was tried as conspiracy, and failed. We are not talking of that; we are talking now of the men in the various works carrying off persons and helping them to break their contracts?—My answer would be simply this, that we feel (and you know this quite as well as I do) that the unions are getting stronger and richer and have a larger control over the workmen every day, and that any penalty which is a pecuniary one can at all events be easily avoided by them, because they can deal with the question of money as a combination quite in a different way from what they can as individual workmen; individual workmen would not be able to do it at all, but the unions come in and do it. Now to give a case not precisely of that kind, but merely as showing what the unions can do for the men. I knew a case in Staffordshire where a collier was convicted before a bench of magistrates of taking coal from the pit bank. I mention this because you are here and know more about collieries than I do. This I knew by personal information. That man was fined some small sum, 5s. I think, and by a justice who was I believe a colliery owner or a colliery worker. The stipendiary magistrate went in just as the money was being paid and asked what the case was. It was explained that this was a fine for taking coal from the pit bank. He said "See who is paying the money." The man who was paying the money was Brown, the coal miners' agent; he was the secretary or agent of the coal miners of that district. The defence put forward was this, that the man having been employed at that colliery, part of the bargain was that he should have a certain amount of coal as well as his wages for the work that he did. But in consequence of irregularities having occurred, the proprietors of the colliery had made an arrangement to deliver all the coal to which the men were fairly and reasonably entitled under the bargain at the houses of the colliers by cart belonging to the coal owners, and this man (it was about Christmas time) had been off from his work—I will not say drinking, because I do not know that he was drinking, but we may assume it, we know pretty well what these men do about Christmas time—at all events he had not been regular at his work, and had not the allowance of coal in consequence of his absence; therefore when he came to the pit bank and took the coal, he was summoned and fined 5s. for the offence, when in the opinion of the stipendiary magistrate, who was not a colliery proprietor, he ought to have been sent to prison. I mention that because it was a case which I knew of from the magistrate himself. I mention that with a double object. It has been

said, I know, very frequently that the justices who deal with these cases either under the Criminal Law Amendment Act or under this Act are often master employers themselves, and therefore that the men are not before a fair tribunal. My own impression from the knowledge of facts and what has come before me (and I am a magistrate myself) is that in many cases employers look more leniently, from one cause or other; on offences either under the Master and Servant Act or under the Criminal Law Amendment Act than stipendiaries like Mr. Davis, of Sheffield, or other stipendiaries appointed to administer the law. Therefore I do not join in the view that the justices are unreasonable in their dealings with the men, and I give that as an instance.

959. You give that as an instance, and as an instance, at the same time that they do not mete out proper justice?—That was the opinion which the other magistrate expressed to me, who was a barrister and not a coal owner.

960. I want to go back to this question of this coal. Had that coal-taking any reference whatever to this law of contract?—No; I gave that as an illustration of the power which unions have by their combination of providing money for the purpose of relieving men either by carrying them to other places or by paying their fines.

961. Do you know of your own knowledge that it was the union who did that?—The magistrate who reported it to me was a barrister who had sat on arbitrations in that particular district, and who knew the man Brown by sight, and Brown was pointed out to him by the magistrate who had convicted the man and fined him. He said, "Look there at Brown paying the money."

962. Is it within your knowledge that money belonging to the unions is ever used for such a purpose; for theft, in fact?—I think it was very fairly defended as being partly carrying out a bargain; I did not allege that there was theft.

963. You say you want the power to send a man to prison under the 14th clause, and you want the 9th clause continued. If you desire that you should have that power over the workmen, would you apply a similar provision to all persons who break their contracts?—If you will ask me under the two sections I shall be very glad indeed to answer you; but Mr. Hughes has given me the warning that I must not deal with the two sections at once, and therefore I should like first of all to answer your questions upon the 9th and then upon the 14th section.

964. Upon the 14th section what do you say?—Upon the 14th clause I think that a man guilty of wilful and malicious injury ought to be under the same law, whether master or man.

965. But that is not stated in that clause?—I interpret this Act entirely as equally applicable to myself or to any workman employed in the works, and I believe that there have been six convictions under this Act where employers have been sent to prison for the breach of it.

966. (*Mr. Hughes.*) Will you furnish us with those?—I shall be very glad to fish them out.

967. (*Mr. Macdonald.*) Would you apply this law to all other persons who make contracts as well as masters and servants, speaking still of number 14?—Yes, I think so. I think if I have got a butler who vexes me and I knock him down, he ought to have the same power under this Act against me as I have against him.

968. I am asking the question as between the makers of contracts in the general community; thus if an iron merchant agrees to sell a thousand tons of iron and fails to deliver it, would you send him to prison because he makes a breach of his contract or would you not?—I think you are asking me upon the 14th clause what relates to number 9.

969. No, I am not?—Will you point out to me under the 14th clause anything that could affect the question of a purchaser?

970. I am dealing with the general community; I am asking you if you would apply the principles of



clause number 14 to the trading community generally? —I think it already does apply to the trading community, except I admit that certainly it is between master and servant. Under this Act we are now asking under the 14th section to retain power of punishment by imprisonment for wilful and malicious injury, not for breach of contract; I do not think clause 14 says a word about breach of contract.

971. It is an aggravated breach of contract that it relates to?—No, I think not; the words are “misconduct, misdemeanour, or ill-treatment.” We discussed this question with the late Home Secretary, Mr. Lowe, and we said if they liked we would leave out the word “aggravated” and put in the word “malicious.” I do not read the 14th section as dealing with this as a contract. I look at the 14th section as referring to breaches of propriety of conduct as between the master and the servant.

972. But I again ask you if any person contracting commits a malicious or wilful or aggravated breach of contract, whether you would place that person under the same category as a workman?—I cannot see how to answer you, because I do not see how you can place a man who is a contractor and the man with whom he contracts under a regulation about wilful and malicious injury.

973. Suppose this case: we have at the present moment a famine in India; a person agrees to deliver

a certain amount of rice, the people are depending upon that; he does not deliver it to them, but sends it elsewhere. He contracts and breaks his contract, and the result may be that a number of persons die. Would you not consider that an aggravated breach of a contract whereby lives were lost, and would you not apply the same law to that contract as you do to a workman who commits an aggravated breach of his contract, that is, both wilful and malicious?—If you ask me whether I would apply the terms of the 9th section to a case of that sort, because there I admit a contract, that is another thing. Under the 14th section I cannot see that there is a contract.

974. (*Chairman.*) You state that you have heard of six cases in which a master has been sent to prison under this Act?—Yes.

975. Were you alluding to a note in a return which I hold in my hand; it is a return of the number of convictions in each year, and I see a note down at the bottom: “During the last five years only six convictions of employers under the 14th section are recorded. Of these, four took place in the division of Ploughley in Oxfordshire, two in 1868 and two in 1871; and two in 1872 in the division of Cheshunt in Herts, the sentence in each case being seven days’ imprisonment”?—Yes.

976. Do you think you can get us those?—I will try, but that was the return to which I alluded.

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The witness withdrew.

Adjourned.

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## APPENDIX N.

No. 268 of 1889.

FROM

THE INSPECTOR OF REGISTRATION AND STAMPS,  
3rd Division;

TO

TOWNLEY M. FILGATE, ESQUIRE,  
Inspector-General of Registration and Stamps,  
Bombay.

*Ratnágiri Districts,  
Camp Devgad, 25th October 1889.*

SIR,

I have the honour to submit herewith the five returns of local statistics, prepared for the taluka of Khatav in the Satara district, as required in your No. 1755 dated 10th July 1889.

2. The statistics have been collected from the registers of the Sub-Registrar and those of the village registrars of the taluka for the last five years 1884 to 1888, and the returns have been prepared in the specimen forms which accompanied your above letter of instructions. All the instances noted down in every return relate only to Government lands and lands without buildings, and no instance has been noted down which affected partly lands and partly moveable property. The instances have again been so widely picked up haphazard from the books of all the circles as to touch different parts of the taluka.

### *Ordinary Sales.*

3. The return contains full 100 instances for the five years taken up, at 20 instances a year. The total area dealt with is 1,220 acres and  $19\frac{1}{2}$  gunthás, paying total Government assessment of Rs. 689-2-0 and sold for the gross amount of Rs. 19,973-4-0. The proportion of the purchase-money to Government assessment by the number of instances contained in the return comes to 28 times, the highest such proportion being 700 times, and the lowest 2. In 19 of these instances the proportions are 10 times and less, in 25 they are above 10 and up to 25, in 25 up to 50, in 21 up to 100, in 7 above 100, in 1, 230 and in 1 again 480 and in 1, 700 times. Thus classified the instances are almost equal, such as give the proportions up to 25 times and those above 25 and up to 100 times. The last two instances giving the unusually high proportions are quite single. The average value of each sale is Rs. 199-11-8, and for each acre it is Rs. 16-6-3. The average Government assessment per acre is Re. 0-8-5.

### *Sales by Court.*

4. There were found only 13 instances for this return. It seems, under the provisions of the Agriculturists' Relief Act, that agriculturists' lands are not sold by Courts, such sales being avoided for their benefit. The total area entered in the 13 instances comes to 236 acres and  $38\frac{1}{2}$  gunthás paying Government assessment Rs. 205-12-0 and sold for Rs. 3,509, including value of mortgage liens. The two instances entered under Nimbur for 1884 relate to lands for which the area, Government assessment and mortgage lien are the same, but apparently sold under two deeds in different lots. The average proportion to Government assessment by the 13 instances comes to 17 times, the highest proportion being 136 times and the lowest  $\frac{1}{12}$ . The average value of each sale is Rs. 262-3-8, and for each acre it is Rs. 12-10-8. The average Government assessment per acre is Re. 0-11-10.

### *Simple Mortgages.*

5. Hundred instances have been noted down. The total area is 945 acres and  $36\frac{1}{2}$  gunthás, Government assessment Rs. 625-13-0, and the total mortgage amount Rs. 13,792-6-6. The required average proportion to Government assessment is 22 times as calculated by the 100 instances, the highest such pro-