

DISTRICT COURT.

(Before Judge Rogers.)

JEWELLERS DIFFER.

ALLEGED BREACH OF AGREEMENT.

Goldstein v Goldstein.

Mr. Perry, instructed by Mr. W. H. Atkinson, appeared for plaintiff; and Mr. James, instructed by Messrs. Robson and Cowlishaw, for defendant. This was an action brought by Frank Goldstein, of 145 York-street, Sydney, jeweller, against M. Goldstein, of 273 Pitt-street, Sydney, manufacturing jeweller, for alleged breach of agreement in respect of employment. Damages were laid at £100. Plaintiff's case was that defendant agreed to employ him in the capacity of a jeweller for 12 months, from May 16, 1910, at a weekly salary, at the rate of £185 per year. In pursuance of the agreement he entered the employ of defendant, and continued so until November 29, 1910, when defendant dismissed him, and refused to allow him to remain till the expiration of the term, thus depriving him of the salary he would have otherwise received, and causing him expense and loss of time in obtaining other employment.

Defendant pleaded that he did not promise, as alleged, to give plaintiff employment for 12 months, and denied the alleged breach. By way of a plea of justification, he said that plaintiff misconducted himself by wilfully disobeying reasonable orders, and wilfully breaking the terms of his employment, for which reasons he was discharged. Defendant claimed, as a set off against plaintiff's demand, the sum of £8 7s 3d, which he alleged, was the balance due for goods and cash supplied by him to plaintiff.

Plaintiff was nonsuited.

A CLERK'S CLAIM.

Masey v Palmer.

Mr. James and Mr. Breckenridge, instructed by Mr. J. H. Robinson, appeared for plaintiff; and Mr. J. A. I. Perry for the defence. This was an action brought by Edward Albert Cory Masey, of Long Bay-road, Coogee, clerk, against Reginald Heber Palmer, Frederick Ackland Palmer, and Annie Amelia Pattison Palmer, trading as Palmer and Sons, of No. 4, The Mansions, The Avenue, Randwick, auctioneers, etc., to recover £33 0s 3d, balance of salary alleged to be due for certain clerical work performed by him for defendants.

The defendants pleaded as to £21 5s 6d

The defendants pleaded as to £21 6s never indebted, and as to £11 13s 6d defendants claimed a set-off of £8 12s 6d. As to the remaining £3 1s, they paid that amount into court in full satisfaction of plaintiff's claim.

After hearing evidence his Honor found for plaintiff for £23 16s 9d.

(Before Judge Murray.)

SPINKS v ROCKDALE COUNCIL

The case still stands part heard.