

DEDUCTIONS FROM WAGES

For Foodstuffs Supplied

Important Point Decided at Mackay

An interesting and important case was heard in the Industrial Court at Mackay recently, before the Acting P.M., C. R. Noyes, when Thomas Platonoff, a canecutter, claimed from A. A. Brooks, farmer, of Coningsby, the sum of £10, which he said was due as a balance of wages for work performed from October 14 to November 25, 1931.

The evidence was submitted stating that the plaintiff was employed by the defendant as a canecutter under the Sugar Industry Award from October 14 to November 25, 1931, a period of six weeks. The rate of wages paid was in accordance with the award—namely, 2s. 6d. an hour or £5 10s. a week of 44 hours. The amount of wages earned during the period of employment was £33. During the period of employment plaintiff received goods to the value of £2 5s. from the defendant. Plaintiff admitted the following payments and deductions: £7, £7, and £4 18s. by cheques; 18s. and 19s. unemployment insurance and relief taxes; and £2 5s. deducted for goods supplied during the period of employment—a total of £23. The balance of

ment—a total of £23. The balance of £10 was the amount in dispute between the parties.

Prior to October 14, the date plaintiff was employed by the defendant, he was indebted to the defendant, who is a storekeeper and farmer carrying on business at Coningsby, in the sum of about £54 for goods supplied to himself and family. The evidence showed that on receiving the final payment of £4 18s. for wages due, the plaintiff authorised the defendant to deduct the sum of £10 on account of the £54 due by him as stated, and this was corroborated by an independent witness.

Plaintiff thereupon signed defendant's wages book for the total amount earned—namely, £33. The plaintiff sued the defendant for the sum of £10, balance of wages due, and claimed that the defendant had no right to deduct any moneys (for goods received prior to the date he was employed by defendant (October 14, 1931).

The Industrial Magistrate stated that he was satisfied a simple contract was made between the parties for the deduction of the £10 in question, but he was of the opinion that it could not stand in law, since it was made in contravention of

the Sugar Industry Award

(State) and of Section 85 of the Industrial Conciliation and Arbitration Act of 1929. Section 85 (1) of that Act stated, *inter alia*: "In every award, order or agreement the deduc-

award, order, or agreement the deductions permitted by the Wages Act of 1918 shall be deemed to be authorised, although not expressly mentioned or referred to therein." Section 28

(1) (E) of the Wages Act of 1918 stated: "Nothing in this Act shall be construed to invalidate or prejudice the following contracts or transactions, namely: Where such employer supplies or contracts to supply to any worker or his family any foodstuffs."

In view of the definition of worker in clause 3 of the Wages Act, the Industrial Magistrate was of the opinion that the Act only authorised a deduction for foodstuffs actually supplied during the period a worker was employed.

In the case before the court the defendant admitted that the deduction of £10 was in respect of goods supplied to the plaintiff and his family prior to the date plaintiff was employed by him, and Noyes gave a verdict for plaintiff for £10, the amount of the claim, 3s. 6d. costs of court, and 10s. 6d. witness's expenses.

The plaintiff was represented by A.W.U. Organiser A. Gardner, and A. R. Hartley appeared for the defence.

Other Cases

In two other cases which came before the court, Organiser Gardner claimed £28 11s. 8d. from Joe Grima, Kungurri, on behalf of Nic Micalef, being balance of wages due for work done cutting cane between August 10 to November 24; and £52 7s. 8d. from

to November 24; and £52 7s. 6d. from the same defendant on behalf of Jim Scerri, balance left for work done field working and canecutting between June 15 and November 24. T. Barron, who appeared for the defendant in both cases, consented to judgment for the amounts claimed, which was entered with costs.