

WAYS OF OPTICIANS.

WOMEN WITH HEADACHES.

PECULIAR COURT PROCEEDINGS.

Two peculiar cases were heard in the District Court yesterday, when Messrs. Remez and Rother, opticians, sued customers for the price of glasses supplied. The evidence brought out such unusual methods of dealing that in both cases a verdict was given for defendants. Mr. A. H. Hansford appeared for plaintiffs.

In the first case, John Thomas Bynon, of 22 Hope-street, North Richmond, was sued for payment of £2 10/. Samuel Rother, who described himself as "an optimetrist and optician" and a doctor of optics of the United States, said that, on instructions from his traveller, he called on defendant's wife. She said she had severe headaches, and that a pair of glasses she had got from the Eye and Ear Hospital made them worse. He tested her eyes, found that the glasses were wrong, and prescribed a new pair. He took them to her, and later a woman whom he did not know brought them to his office and wanted him to take them back. He had explained that she would have to take the glasses, because they had been specially made.

Defendant's wife then entered the box with an infant in her arms.

Mr. Dwyer: How old are you?

Witness: Nineteen. My husband earns 30/ a week in wet weather, and it's all we can do to get along.

Mr. Dwyer: Nineteen, and your husband earns 30/ a week!

Witness, continuing, said a hawker had called and asked if she suffered from headaches. She told him she did, and plaintiff came later and tested her eyes. He brought the glasses, and got her to sign a paper without telling her how much the glasses would cost. She signed, and he then said, "The glasses will cost £2 10/." Witness said she could not afford it, and he told her she would have to pay because she

said she could not afford it, and he told her she would have to pay because she had signed the agreement. She did not wear the glasses, and gave them to her sister-in-law to return. The glasses from the hospital had been broken after she had worn them a few times.

The case was dismissed.

ANOTHER CASE.

A case against Charles Farnfield, of 200 Vere-street, Collingwood, for whom Mr. Douglas appeared, for the recovery of £4 10/, balance due on two pairs of glasses after payment of 10/ deposit was then heard.

Bernard Remes, who, like his partner, stated that he had no religious beliefs, and declined to take an oath, said he had tested the sight of defendant's wife, and supplied two pairs of glasses, which defendant brought back to his office and declined to pay for.

Cross-examined by Mr. Douglas, witness said he had tested Mrs. Farnfield's sight in the back yard, as the house and kitchen were dark. When he gave her the agreement she read it before signing it. He told her to sign her husband's name, because the husband was always responsible. (Laughter.) She was pleased with the glasses.

Rubina Farnfield said:—"Plaintiff called to test my eyes after I had told his traveller that I had headaches. I told him it was washing day—(laughter)—and that the boys would be home soon, but he forced his way through the house into the yard. I asked him repeatedly how much the glasses would cost, but he said it would be 'all right,' and refused to tell me until I had signed the agreement. He got me to sign it before I had read it, and then said the two pairs would cost £5. I said I could not afford it, but he talked me into it, and like a silly I took them. (Laughter.) He told me that I had an astigmatism, and that I would go blind. I wore the glasses twice, but they made my head so bad that I could not keep them on. Everything was blurred."

Defendant swore that he had given his wife no authority to incur the debt on his behalf.

This case was also dismissed, the glasses being in plaintiff's possession, with 37/6 costs.

