

ironmongers, and therefore that, as none of these had signed the requisition, the requisition was invalid, as it had not been signed by a majority of the occupiers of all the shops carrying on the particular trade in the district.

Section 25 of the Act is in two branches: (1.) It applies to all shops in the district, and, upon a requisition signed by the majority of all the shopkeepers and duly certified, and followed by a notice by the Minister, every shop (except those in respect of which special provisions are enacted) must close at the hours agreed upon by the majority and stated in the requisition. (2.) It applies also to a particular trade or trades; and, where the requisition is limited to a particular trade or trades within the district, then, if the requisition is signed by the majority of those shopkeepers carrying on the particular trades or trades, these classes only are affected.

Now, in the City of Nelson there are only three shopkeepers whose business mainly consists of the sale of ironmongery and hardware. The others who sell ironmongery and hardware carry on general business of which the Magistrate has found that the sale of ironmongery and hardware is, although a substantial part, not the main part. The question is, do these general shopkeepers carry on, within the meaning of the Act, the business of ironmongery and hardware dealers, or, to use the terms of subsection (3), the particular trade or trades of ironmongery and hardware? If the test to be applied is that which the Magistrate has adopted, the result will be, in my opinion, both illogical and absurd. Many shopkeepers carry on a general business. They sell groceries, fancy goods, ironmongery, boots and shoes, drapery, stationery, books, tobacco, &c., and all the many articles which are usually included in the stock of a general storekeeper. In the same town or city, however, there are generally a certain number of tradesmen who specialise. . . . If these traders who carry on special businesses cannot regulate their hours of closing except by obtaining the consent of the majority of the general dealers who sell as part of their general business the special lines which are the exclusive or main business of the special class of tradesmen, the particular tradesmen are practically prevented from regulating the hours of their particular businesses, and thus the purpose of the statute may be defeated. These extraordinary consequences are quite possible if the Magistrate's construction is adopted. In the case of a storekeeper carrying on, as many do, a business which is a combination of the different businesses I have mentioned, and supposing requisitions are signed by a majority of each of those who, according to the Magistrate's opinion, are carrying on each particular business, and different hours are stated in each requisition, by what requisition is the particular shopkeeper bound? If boot-and-shoe-shop keepers determine to close at 5 p.m., and ironmongers at 5.30 p.m., and grocers at 6 p.m., is the general dealer bound to close at 5 p.m., or can he keep open till a later hour, although the main part of his business may be the sale of groceries or other goods? Section 25 is complete. It does not say that the particular branch of the business is to be closed at the hour fixed, or (except in the case of the sale of tobacco, cigars, and cigarettes) that the sale of the particular goods is to cease at the particular hour; it enacts that the shop shall be "closed" within the meaning of the Act, if it is not locked or otherwise effectually closed against the admission of the public. The shop is to be practically, not theoretically, shut up. The statute provides for one case only where the shop may be kept open for the sale of other goods where a particular trade has been regulated by a requisition—namely, where the trade of a tobacconist is so regulated; and there the shop of a general dealer who also sells tobacco need not be closed at that hour, but he is prohibited from selling tobacco after the hour fixed by the tobacconists for closing. This is the only case provided for by the statute. Counsel for respondent has contended with some force that if the requisition is to be limited to those whose sole or main business is that of the particular trade, the dissentient minority is bound, although in the same street there may be a number of general storekeepers selling the same class of goods (although such trade is not their main business) and entitled to keep open to a late hour, thus entering into an unequal competition with those whose main business is the particular trade. In construing a statute a reasonable interpretation must be applied, and if the language is capable of two constructions, that construction must be adopted which will cause the least absurdity or injustice, and which will best insure the attainment of the object of the Act, and of each provision and enactment. In my opinion I can, without doing violence to the language of section 25, construe the subsection as meaning that the requisition when it is limited to a particular trade is to be signed by those shopkeepers whose principal business is that of the particular trade, and that those shopkeepers who carry on a general trade and whose main business is not that of the particular trade are not within the subsection. This class of shopkeeper carry on a general trade; they do not carry on a particular trade; their general business is that of general dealers, and the particular classes of goods they deal in do not constitute them particular tradesmen, but form a portion only of their general trading. In the cases referred to by the Magistrate, the sale of ironmongery and hardware is auxiliary to the general trade of the nature mentioned; it does not constitute their main business. Where such a class of business is the main business carried on, then they may properly be held to be ironmongers and hardware tradesmen, although they sell other goods. In such case the sale of other goods would be merely auxiliary to the main business, and could not prevent the shop from being properly called an ironmongery-shop.

The answer to the injustice suggested by counsel for respondent is that the majority of ironmongers have agreed to risk the competition of those who sell ironmongery but who are not ironmongers in the sense in which I construe section 25. . . . In my opinion, therefore, the requisition was signed by the requisite majority of the particular shopkeepers.

I thought at first that the notice and certificate went further than the requisition in introducing the words "combined and separately," and that a possible construction might be that the certificate was intended to represent to the Minister that the majority was that of all the shopkeepers who dealt in ironmongery and hardware, whether such dealing constituted the main business or not. I am satisfied, however, upon fully considering the certificate that it was not intended to have, and could