



## THE EMPLOYMENT TRIBUNALS

**Claimant**  
**Ms A Stuart**

**Respondent**  
**Newborne Ltd**

### **JUDGMENT OF THE EMPLOYMENT TRIBUNAL** **Employment Tribunals Rules of Procedure 2013 –Rule 21**

**MADE AT NORTH SHIELDS**  
**EMPLOYMENT JUDGE GARNON**

**ON 24<sup>th</sup> July 2018**

#### **JUDGMENT (Liability and remedy )**

1. The claims of unlawful deduction of wages and breach of contract are well founded.. I order the respondent to repay to the claimant wages of £1800 and damages for breach of contract of £270.75
2. The hearing listed for 21<sup>st</sup> August 2018 is cancelled

#### **REASONS**

1. The claims were presented on 5<sup>th</sup> and served on 25<sup>th</sup> June 2018 . A response was due by 23<sup>rd</sup> July 2018. None was received. A Judge is required by rule 21 of the Employment Tribunals Rules of Procedure 2013 to decide on the available material whether a determination can be made and , if it can , obliged to issue a judgment which may determine liability only or and liability and remedy. I consider the above judgment appropriate because the claim form gives sufficient information to enable me to find the claims proved on a balance of probability and to determine the sums due .

2 The law relating to unlawful deduction of wages is in Part 2 of the Employment Rights Act 1996 Part of the claim is for expenses which fall outside the definition of wages but are recoverable as damages for breach of contract.

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**TM Garnon Employment Judge**  
**Date 24<sup>th</sup> July 2018**