

T A S M A N I A.

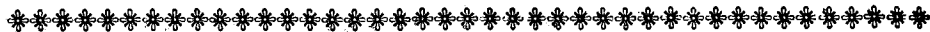


1859.

ANNO VICESIMO-TERTIO

VICTORIÆ REGINÆ,

No. 7.



AN ACT to amend and consolidate the Acts relating to Merchant Seamen.

[14 September, 1859.]

BE it enacted by His Excellency the Governor of *Tasmania*, by and with the advice and consent of the Legislative Council and House of Assembly, in Parliament assembled, as follows:—

*Preliminary.*

*Preliminary.*

1 In the construction and for the purposes of this Act, if not inconsistent with the context or subject matter, the following Terms shall have the respective meanings hereinafter assigned to them; that is to say,

Interpretation.  
s. 2.

“The Marine Board” and “Warden” shall mean *The Hobart Town Marine Board*, and any Warden of such Board respectively, in respect of matters to which the provisions of this Act relate which are within the Jurisdiction of such Board; and shall mean *The Launceston Marine Board* and any Warden of such Board respectively, in respect of matters to which the provisions of this Act relate which are within the Jurisdiction of such last-mentioned Board:

“The Marine Board.”  
“Warden.”

“Consular Officer” shall include Consul-General, Consul, and Vice-Consul, and any person for the time being discharging the duties of Consul-General, Consul, or Vice-Consul:

“Consular Officer.”

“Master” shall include every person, except a Pilot, having command or charge of any Ship:

“Master.”

<i>Preliminary.</i>	
“Seaman.”	“Seaman” shall include every person, except Masters, Pilots, and Apprentices duly indentured and registered, employed or engaged in any capacity on board any Ship :
“Apprentice.”	“Apprentice” shall mean an Apprentice to the Sea Service :
“Person.”	“Person” shall include Body Corporate :
“Ship.”	“Ship” shall include every description of Vessel used in navigation not propelled by oars :
“Foreign-going Ship.”	“Foreign-going Ship” shall include every Ship employed in the Whale Fishery, or in trading or going between some place or places in this Colony and some place or places situate beyond the following limits ; that is to say, the Coasts of this Colony, the other <i>Australian</i> Colonies, and the Colony of <i>New Zealand</i> :
“ <i>Australian</i> Trade Ship.”	“ <i>Australian</i> Trade Ship” shall include every Ship employed in trading or going within the following limits ; that is to say, this Colony, the other <i>Australian</i> Colonies, and the Colony of <i>New Zealand</i> :
“Wages.”	“Wages” shall include every mode of remuneration otherwise than by a share in the proceeds or profits of the adventure :
“Lay.”	“Lay” shall mean remuneration by a share in the proceeds or profits of the adventure.

Application of Act.

- 2** The provisions of this Act shall have the following application, unless in any case a more extended application is expressly given ; that is to say,
- (1.) They shall apply to all Ships registered in this Colony, and to the Owners, Masters, and Crews of such Ships, whether such Crews or any members of any such Crew have been engaged in accordance with the provisions of this Act, or have been engaged beyond the Jurisdiction of this Colony under the provisions of any Act of the Imperial Parliament now or hereafter in force relating to Merchant Seamen :
  - (2.) They shall also apply to all *British* Ships, wherever registered, when such Ships are within the Jurisdiction of this Colony, and to the Owners, Masters, and Crews of such Ships, except in cases for which provision is made by any Act of the Imperial Parliament now or hereafter in force relating to Merchant Seamen, and in respect of which such provisions are or may be in force in this Colony :
  - (3.) They shall not apply to Ships belonging to Her Majesty.

*Shipping Offices.*

Marine Boards to establish Shipping Offices.  
s. 122.

*Shipping Offices.*

**3** The Marine Board shall establish a Shipping Office at the principal Port within its Jurisdiction, and may establish as many other Shipping Offices within its Jurisdiction as it deems necessary ; and for that purpose may procure the requisite premises, and appoint and from time to time remove and re-appoint Superintendents of such Offices, to be called Shipping Masters, with any necessary Deputies, Clerks, and Servants ; and the Marine Board may regulate the mode of conducting business at such Offices, and shall have complete control over the same ; and every act done by or before any Deputy duly appointed shall have the same effect as if done by or before a Shipping Master.

Expenses of Shipping Offices.

**4** Any expenses connected with the Shipping Offices which the Marine Board may from time to time determine to be payable otherwise than by the Shipping Masters shall be defrayed by the Marine Board from the funds at its disposal by virtue of Section 24 of *The Marine Board Act*.

**5** The existing Shipping Office and Shipping Master within the Jurisdiction of each Marine Board shall be deemed to have been established and appointed under this Act, and shall continue until another Shipping Office or Shipping Master is established or appointed instead of such existing Shipping Office or Shipping Master.

*Shipping Offices.*  
Existing Shipping Offices and Shipping Masters continued.

**6** All such Shipping Masters, Deputies, Clerks, and Servants as aforesaid shall, before entering upon their duties, give such security, if any, for the due performance thereof as the Marine Board requires.

Shipping Masters to give security if required.  
S. 123.

**7** It shall be the general business of Shipping Masters—

Business of such Offices generally.  
S. 124.

- (1.) To afford facilities for engaging Seamen by keeping Registries of their names and as far as practicable of their characters ;
- (2.) To superintend and facilitate their Engagement and Discharge in manner herein-after mentioned ;
- (3.) To provide means for securing the presence on board at the proper times of men who are so engaged ;
- (4.) To facilitate the making of Apprenticeships to the Sea Service ;
- (5.) To perform such other duties relating to Seamen and Ships as are committed to them by this Act.

**8** Such Fees, not exceeding the sums specified in the Schedule (1), as are from time to time fixed by the Marine Board shall be payable upon all engagements and discharges effected before Shipping Masters as hereinafter mentioned, and the Marine Board shall cause Scales of the Fees payable for the time being to be prepared and to be conspicuously placed in the Shipping Offices ; and all Shipping Masters, their Deputies, Clerks, and Servants, may refuse to proceed with any engagement or discharge unless the Fees payable thereon are first paid.

Fees to be paid upon engagements and discharges.  
Schedule (1).  
S. 125.

**9** Every Owner or Master of a ship engaging or discharging any Seamen or Seaman in a Shipping Office or before a Shipping Master shall pay to the Shipping Master the whole of the Fees hereby made payable in respect of such engagement or discharge, and may, for the purpose of in part reimbursing himself, deduct in respect of each such engagement or discharge from the Wages or Lay of all persons, except Apprentices, so engaged or discharged, and retain, any sums not exceeding the sums specified in that behalf in the Schedule (2) : Provided that, if in any cases the sums which the Owner is so entitled to deduct exceed the amount of the Fee payable by him, such excess shall be paid by him to the Shipping Master in addition to such Fee.

Masters to pay Fees, and to deduct part from Wages or Lays.  
S. 126.

Schedule (2).  
Proviso as to excess.

**10** Any Shipping Master, Deputy Shipping Master, or any Clerk or Servant in any Shipping Office, who demands or receives any remuneration whatever, either directly or indirectly, for hiring or supplying any Seaman for any Ship, excepting the lawful Fees payable under this Act, shall for every such offence incur a penalty not exceeding Twenty Pounds, and shall also be liable to be dismissed from his Office by the Marine Board.

Penalty on Shipping Masters taking other remuneration.  
S. 127.

**11** The Marine Board may, with the consent of the Governor, direct that at any place in which no separate Shipping Office is established the whole or any part of the business of the Shipping Office shall be conducted at the Custom House, and thereupon the same shall be there conducted accordingly ; and in respect of such business such Custom

Business of Shipping Offices may be transacted at Custom Houses.  
S. 128.

*Shipping Offices.* House shall for all purposes be deemed to be a Shipping Office, and the Officer of Customs there to whom such business is committed shall for all purposes be deemed to be a Shipping Master within the meaning of this Act.

Dispensation with Shipping Master's superintendence.  
s. 130.

**12** The Governor may from time to time dispense with the transaction before a Shipping Master or in a Shipping Office of any matters required by this Act to be so transacted; and thereupon such matters shall, if otherwise duly transacted as required by Law, be as valid as if transacted before a Shipping Master or in a Shipping Office.

*Apprenticeships to Sea Service.*

Shipping Masters to assist in binding Apprentices, and may receive Fees.  
s. 141.

*Apprenticeships to the Sea Service.*

**13** All Shipping Masters shall, if applied to for the purpose, give to the Superintendent for the time being of the *Queen's Orphan School*, or any other person desirous of apprenticing Boys to the Sea Service, and to Masters and Owners of Ships requiring Apprentices, such assistance as is in their power for facilitating the making of such Apprenticeships, and may receive from persons availing themselves of such assistance such Fees as may from time to time be determined in that behalf by the Marine Board.

Superintendent may apprentice Boys at *Queen's Orphan School*, subject to Rules.

**14** It shall be lawful for the Superintendent for the time being of the *Queen's Orphan School* to bind Boys in the said Orphan School to be Apprentices to the Sea Service, subject to the following Rules; that is to say,

- (1.) No Boy shall be so bound Apprentice unless he has attained the age of Twelve years, and is of sufficient health and strength, and is willing to be so bound :
- (2.) No Boy shall be so bound unless he is supported in the said Orphan School, either wholly or in part, at the Public expense :
- (3.) The Parent, if any, of every such Boy shall have notice of such intended binding; and if the Boy is supported in the said Orphan School partly at the expense of the Parent the consent of the Parent shall be first obtained, such consent to be, when practicable, indorsed upon the Indenture :
- (4.) The Term for which any Boy shall be so bound shall not be less than Three years nor more than Seven years :
- (5.) The Indenture shall be executed by the Boy, and the person to whom he is bound, in the presence of and shall be attested by Two Justices of the Peace, who shall ascertain that the Boy has consented to be bound, and has attained the age of Twelve years, and is of sufficient health and strength, and that the person to whom the Boy is to be bound is a proper person for the purpose :
- (6.) Every such binding shall be as effectual in the Law as if the Boy had been of full age and had bound himself to be such Apprentice :
- (7.) All Indentures made by the Superintendent of the *Queen's Orphan School* may be sued upon by the Superintendent of the said Orphan School for the time being by his name of Office, and Actions brought by him upon such Indentures shall not abate by reason of death or change in the person holding the Office; but no such Action shall be commenced without the consent of the Governor.

**15** It shall be lawful for the person to whom any such Boy is so bound Apprentice by the Superintendent of the *Queen's Orphan School*, with the consent of such Apprentice if of the age of Seventeen years or upwards, or if under that age with the consent of the Superintendent of the said Orphan School, signified in writing, to assign the Indenture of such Apprentice for the residue of the Term then unexpired therein to any other person being the Owner or Master of a Ship registered in this Colony; and in the event of the death of the person to whom any such Boy is so bound Apprentice, it shall be lawful for the Widow or Executor or Administrator of such person, with the consent of the Superintendent of the said Orphan School signified as aforesaid, to assign the Indenture of such Apprentice for the residue of the Term then unexpired therein to any other person being the Owner or Master of any such Ship.

*Apprenticeships to Sea Service.*

Indentures of Orphan School Apprentices may be assigned.

**16** All Boys so bound Apprentice by the Superintendent of the said Orphan School may, during the Term for which they were so bound, be employed in any Ship of which the person to whom they were so bound, or his Assignee, may be the Owner or Master.

Orphan School Apprentices may be employed in any Ship of the Master.

**17** If the Master of any Ship, after the Ship has cleared outwards on the Voyage upon which she is about to proceed, suffers any Boy so bound Apprentice by the Superintendent of the said Orphan School to quit his service, except in case of desertion, sickness, or other unavoidable cause to be entered at the time in the official Log Book, such Master shall for every such offence incur a penalty not exceeding Twenty Pounds.

Penalty for suffering Orphan School Apprentice to quit his service.

**18** All Indentures of Apprenticeship to the Sea Service shall be in duplicate; and every person to whom any Boy whatever is bound as an Apprentice to the Sea Service shall, within Seven days after the execution of the Indentures, take or transmit the same to some Shipping Master in this Colony; and the said Shipping Master shall retain and record One copy, and shall indorse on the other that the same has been recorded, and shall re-deliver the same to the Master of the Apprentice; and whenever any such Indenture is assigned or cancelled, and whenever any such Apprentice dies or deserts, the Master of the Apprentice shall, within Seven days after such assignment, cancellation, death, or desertion, if the same happens within this Colony, or if the same happens elsewhere so soon afterwards as circumstances permit, notify the same to some Shipping Master in this Colony to be recorded; and every person who fails to comply with the provisions of this Section shall incur a penalty not exceeding Ten Pounds.

Indentures of Apprenticeship to be recorded. S. 143.

**19** The Master of every Foreign-going Ship shall, before carrying any Apprentice to Sea, cause such Apprentice to appear before a Shipping Master, and shall produce to him the Indenture by which such Apprentice is bound, and the assignment or assignments thereof, if any; and the name of such Apprentice, with the date of the Indenture and of the assignment or assignments thereof, if any, and the name of the Port or Ports at which the same have been registered, shall be entered on the Agreement; and for any default in obeying the provisions of this Section the Master shall for each offence incur a penalty not exceeding Five Pounds.

Apprentices and their Indentures to be brought before Shipping Master before each Voyage in a Foreign-going Ship. S. 145.

*Engagement of Seamen.*

Penalties :

S. 147.

for unauthorised persons supplying Seamen :

for employing unauthorised persons :

for receiving Seamen illegally supplied.

Agreements to be made with Seamen containing certain particulars.  
S. 149.

Schedule (3).

Proviso as to engagement of single Seamen for *British* Ships not registered in this Colony.*Engagement of Seamen.*

**20** The following Offences shall be punishable as hereinafter mentioned ; that is to say,

- (1.) If any person, other than the Owner or Agent or Master or a Mate or the Consignee of the Ship, or some person who is *bonâ fide* the Servant and in the constant employ of the Owner, or a Shipping Master, engages or supplies any Seaman or Apprentice to be entered on board any Ship, he shall for each Seaman or Apprentice so engaged or supplied incur a penalty not exceeding Twenty Pounds :
- (2.) If any person employs any person, other than persons so excepted as aforesaid, for the purpose of engaging or supplying any Seaman or Apprentice to be entered on board any Ship, he shall for each Seaman or Apprentice so engaged or supplied incur a penalty not exceeding Twenty Pounds, and if licensed shall in addition forfeit his Licence :
- (3.) If any person knowingly receives or accepts to be entered on board any Ship any Seaman or Apprentice who has been engaged or supplied contrary to the provisions of this Act, he shall for every Seaman or Apprentice so engaged or supplied incur a penalty not exceeding Twenty Pounds.

**21** The Master of every Ship, except Ships of less than Eighty Tons registered tonnage exclusively employed in trading between different Ports or places on the Coasts of this Colony, shall enter into an Agreement with every Seaman engaged in this Colony whom he carries to Sea from any Port or place in this Colony as one of his Crew in the manner hereinafter mentioned ; and every such Agreement shall be dated at the time of the first signature thereof, and shall be signed by the Master before any Seaman signs the same, and shall contain the following particulars as Terms thereof ; that is to say,

- (1.) The Nature, and, as far as practicable, the Duration of the intended Voyage or Engagement :
- (2.) The Number and Description of the Crew, specifying how many are engaged as Sailors :
- (3.) The Time at which each Seaman is to be on board or to begin work :
- (4.) The Capacity in which each Seaman is to serve :
- (5.) The Amount of Wages or Lay which each Seaman is to receive :
- (6.) A Scale of the Provisions which are to be furnished to each Seaman :
- (7.) Any of the Regulations as to conduct on board, and as to Fines, short allowance of Provisions, or other Punishments for Misconduct contained in the Schedule (3), which the parties agree to adopt :

And every such Agreement shall be so framed as to admit of Stipulations, to be adopted at the will of the Master and Seaman in each case, as to Advance of Wages or Lays and Allotment of Wages, and may contain any other Stipulations which are not contrary to Law : Provided, that if the Master of any Ship belonging to the United Kingdom or any *British* Possession has an Agreement with his Crew made in due form according to the Law of the United Kingdom or of the Possession, as the case may be, to which such Ship belongs or in

which her Crew were engaged, and engages single Seamen in this Colony, such Seamen may sign the Agreement so made, and it shall not be necessary for them to sign an Agreement in accordance with the provisions of this Act.

*Engagement of Seamen.*

**22** The Forms of Agreement in the Schedule (4), (5), (6), shall be sufficient, and are hereby directed to be adopted as nearly as the circumstances of the case will permit.

Forms of Agreements.  
Schedule (4), (5), (6).

**23** The following Rules shall be observed with respect to Agreements; that is to say,

Agreements, except in special cases, to be made before and attested by a Shipping Master :  
S. 150.

(1.) Every Agreement made in this Colony, except in such cases of Agreements with Substitutes as are hereinafter specially provided for, shall be signed by each Seaman in the presence of a Shipping Master :

(2.) Such Shipping Master shall cause the Agreement to be read over and explained to each Seaman, or otherwise ascertain that each Seaman understands the same before he signs it, and shall attest each Signature :

(3.) When the Crew is first engaged the Agreement shall be signed in duplicate, and one part shall be retained by the Shipping Master, and the other part shall contain a special place or form for the descriptions and signatures of Substitutes or persons engaged subsequently to the first departure of the Ship, and shall be delivered to the Master :

To be in duplicate :

(4.) In the case of Substitutes engaged in the place of Seamen who have duly signed the Agreement, and whose services are lost within Twenty-four hours before the Ship's putting to Sea by death, desertion, or other unforeseen cause, the engagement shall, when practicable, be made before some Shipping Master duly appointed in the manner hereinbefore specified ; and whenever such last-mentioned engagement cannot be so made, the Master shall, before the Ship puts to Sea, if practicable, and if not, as soon afterwards as possible, cause the Agreement to be read over and explained to the Seamen ; and the Seamen shall thereupon sign the same in the presence of a Witness, who shall attest their signatures.

Provision for Substitutes.

**24** In cases where several *Australian* Trade Ships belong to the same Owner, the Agreement with the Seaman may, notwithstanding anything herein contained, be made by the Owner instead of by the Master, and the Seamen may be engaged to serve in any Two or more of such Ships, provided that the names of the Ships and the nature of the service are specified in the Agreement ; but, with the foregoing exception, all provisions herein contained which relate to ordinary Agreements for *Australian* Trade Ships shall be applicable to Agreements made in pursuance of this Section.

Special Agreements for *Australian* Trade Ships belonging to same Owners.  
S. 156.

**25** If in any case a Master carries to Sea any Seaman engaged in this Colony without entering into an Agreement with him in accordance with the provisions of this Act applicable to the case, the Master in the case of a Foreign-going Ship, and the Master or Owner in the case of an *Australian* Trade Ship, shall for each such offence incur a penalty not exceeding Five Pounds.

Penalty for shipping Seamen without Agreement duly executed.  
S. 157.

*Engagement of Seamen.*

Changes in Crew of Foreign-going Ship to be reported. s. 158. Schedule (7).

**26** The Master of every Foreign-going Ship shall, before finally leaving this Colony, sign and send to the nearest Shipping Master a full and accurate Statement, in the form or to the effect in the Schedule (7), of every change which takes place in his Crew before finally leaving this Colony, and in default shall for each offence incur a penalty not exceeding Five Pounds; and such Statement shall be admissible in evidence, subject to all just exceptions.

Rules as to production of Agreements of Foreign-going Ships. s. 161.

**27** The following Rules shall be observed with respect to the production of Agreements for Foreign-going Ships; that is to say,

- (1.) Upon the Agreement being duly executed as hereby required, the Shipping Master shall sign and give to the Master a Certificate to that effect :
- (2.) The Master of every Foreign-going Ship shall, before proceeding to Sea, produce the Certificate so to be given to him by the Shipping Master as aforesaid to the Chief Officer of Customs, and no Officer of Customs shall clear any such Ship outwards without such production; and if any such Ship attempts to go to Sea without a Clearance, any such Officer may detain her until such Certificate as aforesaid is produced :
- (3.) The Master of every Foreign-going Ship shall, within Forty-eight hours after the Ship's arrival at her final Port of destination in this Colony, or upon the discharge of the Crew, whichever first happens, deliver such Agreement to a Shipping Master at the place; and such Shipping Master shall thereupon give to the Master a Certificate of such delivery; and no Officer of Customs shall enter any Foreign-going ship inwards without the production of such Certificate: Provided, that no arrival at any Port in this Colony, before the termination of the Agreement, of any Ship employed in the Whale Fishery, other than her arrival at the conclusion of the adventure, shall be deemed to be the arrival of such Ship at her final Port of destination in this Colony within the meaning of this Paragraph :

And if the Master of any Foreign-going Ship fails to deliver the Agreement to a Shipping Master at the time and in the manner hereby directed, he shall for every default incur a penalty not exceeding Five Pounds.

Rules as to production of Agreements of *Australian* Trade Ships. s. 162.

**28** The following Rules shall be observed with respect to the production of Agreements for *Australian* Trade Ships; that is to say,

- (1.) Upon the Agreement being duly executed as hereby required, the Shipping Master shall sign and give to the Master a Certificate to that effect :
- (2.) The Master of every *Australian* Trade Ship shall, before proceeding to Sea, produce the Certificate so to be given to him by the Shipping Master as aforesaid to the Chief Officer of Customs, and no Officer of Customs shall clear any such Ship outwards without such production; and if any such Ship attempts to go to Sea without a Clearance, any such Officer may detain her until such Certificate as aforesaid is produced :



- (3.) In the case of *Australian* Trade Ships of more than Eighty Tons registered tonnage, no Agreement shall extend beyond the period of Six months from the date thereof, or the first arrival of the Ship at her final Port of destination in this Colony after the expiration of the Agreement, or the discharge of cargo consequent upon such arrival :
- (4.) The Master or Owner of every such Ship shall, within Forty-eight hours after the expiration of the Agreement, or the first arrival of the Ship at her final Port of destination in this Colony after such expiration, or upon the discharge of the Crew, whichever first happens, transmit or deliver such Agreement to some Shipping Master in this Colony :
- (5.) The Shipping Master shall thereupon give to the Master or Owner a Certificate of such delivery and production ; and no Officer of Customs shall grant a Clearance or Transire for any such Ship as last aforesaid without the production of such Certificate ; and if any such Ship attempts to ply or go to Sea without such Clearance or Transire, any such Officer may detain her until the said Certificate is produced :

*Engagement of Seamen.*

And if the Agreement for any *Australian* Trade Ship is not delivered or transmitted by the Master or Owner to a Shipping Master at the time and in the manner hereby directed, such Master or Owner shall for every default incur a penalty not exceeding Five Pounds.

**29** Every erasure, interlineation, or alteration in any such Agreement with Seamen as is required by this Act, except additions so made as herein-before directed for shipping Substitutes or persons engaged subsequently to the first departure of the Ship, shall be wholly inoperative, unless proved to have been made with the consent of all the persons interested in such erasure, interlineation, or alteration by the written Attestation, if made in Her Majesty's Dominions, of some Shipping Master, Justice, Officer of Customs, or other public functionary, or, if made out of Her Majesty's Dominions, of a *British* Consular Officer, or, where there is no such Officer, of Two respectable *British* Merchants ; and such written Attestation may be in the form in the Schedule (8), or to the like effect.

Alterations to be void unless attested to have been made with the consent of all parties.  
S. 163.

**30** Every person who fraudulently alters, assists in fraudulently altering, or procures to be fraudulently altered, or makes or assists in making, or procures to be made, any false entry in, or delivers, assists in delivering, or procures to be delivered, a false copy of any Agreement, shall for each such offence be deemed guilty of a misdemeanor.

Penalty for falsifying Agreement.  
S. 164.

**31** Any Seaman may bring forward evidence to prove the contents of any Agreement or otherwise to support his case, without producing or giving notice to produce the Agreement or any copy thereof.

Seamen not to be bound to produce Agreement.  
S. 165.

**32** The Master shall at the commencement of every Voyage or engagement cause a legible Copy of the Agreement, omitting the signatures, to be placed or posted up in such part of the Ship as to be accessible to the Crew, and in default shall for each offence incur a penalty not exceeding Five Pounds.

Copy of Agreement to be made accessible to Crew.  
S. 166.

**33** Any Seaman who has signed an Agreement, and is afterwards discharged before the commencement of the Voyage, or before One month's Wages are earned, without fault on his part justifying such

Seamen discharged before Voyage to have compensation.

*Engagement of Seamen.*

s. 167.

discharge and without his consent, shall be entitled to receive from the Master or Owner, in addition to any Wages he may have earned, due Compensation for the damage thereby caused to him, not exceeding One month's Wages, and may, on adducing such evidence as the Court hearing the case deems satisfactory of his having been so improperly discharged as aforesaid, recover such Compensation as if it were Wages duly earned.

*Allotment of Wages.*

Regulations as to Allotment Notes. s. 168.

Schedule (9).

*Allotment of Wages.*

**34** All Stipulations for the Allotment of any part of the Wages of a Seaman during his absence which are made at the commencement of the Voyage shall be inserted in the Agreement, and shall state the amounts and times of the payments to be made; and all Allotment Notes shall be in the form in the Schedule (9), or to the like effect.

Allotment Notes may be sued on summarily by certain persons and under certain conditions.

s. 169.

**35** The Wife, or the Father or Mother, or the Grandfather or Grandmother, or any Child or Grandchild, or any Brother or Sister of any Seaman in whose favour an Allotment Note of part of the Wages of such Seaman is made, may, unless the Seaman is shown in manner hereinafter mentioned to have forfeited or ceased to be entitled to the Wages out of which the Allotment is to be paid, and subject, as to the Wife, to the provision hereinafter contained, sue for and recover the sums allotted by the Note when and as the same are made payable, with costs, from the Owner or any Agent who has authorised the drawing of the Note, either in some Court of competent Jurisdiction or in the summary manner in which Seamen are by this Act enabled to sue for and recover Wages not exceeding Fifty Pounds; and in any such proceeding it shall be sufficient for the claimant to prove that he or she is the person mentioned in the Note, and that the Note was given by the Owner or by the Master or some other authorised Agent; and the Seaman shall be presumed to be duly earning his Wages, unless the contrary is shown to the satisfaction of the Court, either by the official Statement of the change in the Crew caused by his absence made and signed by the Master as by this Act is required, or by a duly certified copy of some entry in the official Log Book to the effect that he has left the Ship, or by a credible letter from the Master of the Ship to the same effect, or by such other evidence, of whatever description, as the Court in its absolute discretion considers sufficient to show satisfactorily that the Seaman has ceased to be entitled to the Wages out of which the Allotment is to be paid: Provided, that the Wife of any Seaman who deserts her Children, or so misconducts herself as to be undeserving of support from her Husband, shall thereupon forfeit all right to further payments of any Allotment of his Wages which has been made in her favour.

*Discharge and Payment of Wages and Lays.*

Discharge of Seamen to be made before Shipping Master. s. 170.

*Discharge and Payment of Wages and Lays.*

**36** All Seamen discharged in this Colony shall be discharged and receive their Wages or Lays in the presence of a Shipping Master, except in cases where some competent Court otherwise directs; and any Master or Owner of any Ship who discharges any Seaman belonging thereto, or, except as aforesaid, pays his Wages or Lay within this Colony in any other manner, shall incur a penalty not exceeding Ten Pounds.

Master to deliver Account of Wages or Lay. s. 171. Schedule (10).

**37** Every Master shall, before paying off or discharging any Seaman, deliver to the Shipping Master before whom he is to be discharged a full and true Account, in the form or to the effect in the Schedule (10), of his Wages or Lay and of all deductions to be made therefrom on any account

whatever, and in default shall for each offence incur a penalty not exceeding Five Pounds; and no deduction from the Wages or Lay of any Seaman, except in respect of any matter happening after such delivery, shall be allowed unless it is included in the Account so delivered; and the Master shall during the Voyage enter the various matters in respect of which such deductions are made, with the amounts of the respective deductions, as they occur, in a Book to be kept for that purpose, and shall, if required, produce such Book at the time of payment of the Wages or Lay, and also upon the hearing before any competent authority of any complaint or question relating to such payments.

*Discharge and  
Payment of  
Wages and Lays.*

**38** Upon the discharge of any Seaman, or upon payment of his Wages or Lay, the Master shall sign and give him a Certificate of his discharge, in the form or to the effect in the Schedule (11), specifying the period of his service and the time and place of his discharge; and if any Master fails to sign and give to any such Seaman such Certificate of discharge he shall for each such offence incur a penalty not exceeding Ten Pounds.

On discharge,  
Masters to give  
Seamen Certifi-  
cates of discharge.  
s. 172.  
Schedule (11).

**39** Every Shipping Master may hear and decide any question whatever between a Master or Owner and any of his Crew which both parties agree in writing to submit to him; and every award so made by him shall be binding on both parties, and shall in any legal proceeding which may be taken in the matter before any Court of Justice be deemed to be conclusive as to the rights of the parties; and any document purporting to be such submission or award shall be *prima facie* evidence thereof.

Shipping Master  
may decide ques-  
tions which  
parties refer to  
him.  
s. 173.

**40** In any proceeding relating to the Wages, Lay, claims, or discharge of any Seaman carried on before any Shipping Master under the provisions of this Act, such Shipping Master may call upon the Owner or his Agent, or upon the Master or any Mate or other member of the Crew to produce any Log Books, papers, or other documents in their respective possession or power relating to any matter in question in such proceeding, and may call before him and examine any of such persons being then at or near the place on any such matter; and every Owner, Agent, Master, Mate, or other member of the Crew who when called upon by the Shipping Master does not produce any such paper or document as aforesaid, if in his possession or power, or does not appear and give evidence, shall, unless he shows some reasonable excuse for such default, for each such offence incur a penalty not exceeding Five Pounds.

Master and others  
to produce Ship's  
papers to Shipping  
Masters, and give  
evidence.  
s. 174.

**41** The following Rules shall be observed with respect to the settlement of Wages and Lays; that is to say,

Settlement of  
Wages and Lays.  
s. 175.  
Release to be  
signed before and  
attested by  
Shipping Master:  
Schedule (12).

(1.) Upon the completion before the Shipping Master of any discharge and settlement, the Master or Owner and each Seaman shall respectively in the presence of the Shipping Master sign, in the form or to the effect in the Schedule (12), a mutual Release of all claims in respect of the past Voyage or engagement, and the Shipping Master shall also sign and attest it, and retain it in his Office:

(2) Such Release so signed and attested shall operate as a mutual discharge and settlement of all demands between the parties thereto in respect of the past Voyage or engagement:

To be discharge:

*Discharge and  
Payment of  
Wages and Lays.*

To be evidence :

No other receipt  
to be a discharge :Voucher to be  
given to Master,  
and to be evidence.

(3.) A copy of such Release certified under the hand of such Shipping Master to be a true copy shall be given by him to any party thereto requiring the same ; and such copy shall be receivable in evidence upon any future question touching such claims as aforesaid, and shall have all the effect of the original of which it purports to be a copy :

(4.) In cases in which discharge and settlement before a Shipping Master are hereby required, no payment, receipt, settlement, or discharge otherwise made shall operate or be admitted as evidence of the Release or satisfaction of any claim :

(5.) Upon any payment being made by a Master before a Shipping Master, the Shipping Master shall, if required, sign and give to such Master a statement of the whole amount so paid ; and such statement shall as between the Master and his employer be received as evidence that he has made the payments therein mentioned.

*Legal Rights to  
Wages and Lays.*Right to Wages  
and Provisions,  
when to begin.  
s. 181.Seamen not to  
give up certain  
rights.  
s. 182.Wages not to be  
dependent on the  
earning of freight.  
. 183.In case of death,  
such Wages to  
be paid as after  
mentioned.  
s. 184.Rights to Wages  
or Lay in case of  
termination of  
service by wreck  
or illness.  
s. 185.*Legal Rights to Wages and Lays.*

**42** A Seaman's right to Wages and Provisions shall be taken to commence either at the time at which he commences work or at the time specified in the Agreement for his commencement of work or presence on board, whichever first happens.

**43** No Seaman shall by any Agreement forfeit his lien upon the Ship, or be deprived of any remedy for the recovery of his Wages or Lay to which he would otherwise have been entitled ; and every Stipulation in any Agreement inconsistent with any provision of this Act, and every Stipulation by which any Seaman consents to abandon his right to Wages in the case of the loss of the Ship, or to abandon any right which he may have or obtain in the nature of Salvage, shall be wholly inoperative.

**44** No right to Wages shall be dependent on the earning of freight ; and every Seaman and Apprentice who would be entitled to demand and recover any Wages if the Ship in which he has served had earned freight, shall, subject to all other rules of Law and conditions applicable to the case, be entitled to claim and recover the same, notwithstanding that freight has not been earned ; but in all cases of wreck or loss of the Ship, proof that he has not exerted himself to the utmost to save the Ship, cargo, and stores shall bar his claim.

**45** If any Seaman or Apprentice to whom Wages are due under the last preceding enactment dies before the same are paid, they shall be paid and applied in the manner hereinafter specified with regard to the Wages of Seamen who die during a Voyage.

**46** In cases where the service of any Seaman terminates before the period contemplated in the Agreement by reason of the wreck or loss of the Ship, and also in cases where such service terminates before such period as aforesaid by reason of his being left on shore at any place abroad under a Certificate of his unfitness or inability to proceed on the Voyage granted as is mentioned in *The Merchant Shipping Act, 1854*, such Seaman shall be entitled to Wages for the time of service prior to such termination as aforesaid, but not for any further period ; and in cases where the service terminates by reason of the Seaman being left on shore as aforesaid he shall be entitled to his Lay up to such termination, but not afterwards.

**47** No Seaman or Apprentice shall be entitled to Wages or Lay for any period during which he unlawfully refuses or neglects to work when required, whether before or after the time fixed by the Agreement for his beginning work, nor, unless the Court hearing the case otherwise directs, for any period during which he is lawfully imprisoned for any offence committed by him.

*Legal Rights to Wages and Lays.*

Wages or Lay not to accrue during refusal to work or imprisonment.

S. 186.

**48** The Master or Owner of every Ship shall pay to every Seaman his Wages within the respective periods following; that is to say, in the case of an *Australian Trade Ship* within Two days after the termination of the Agreement or at the time when such Seaman is discharged, whichever first happens; and in the case of all other Ships, except Ships employed in the Whale Fishery or on other Voyages for which Seamen by the terms of their Agreement are wholly or in part compensated by Lays, within Three days after the cargo has been delivered, or within Five days after the Seaman's discharge, whichever first happens; and in all cases the Seaman shall at the time of his discharge be entitled to be paid on account a sum equal to One-fourth part of the balance due to him; and every Master or Owner who neglects or refuses to make payment in manner aforesaid, without sufficient cause, shall pay to the Seaman a sum not exceeding the amount of Two days pay for each of the days, not exceeding Ten days, during which payment is delayed beyond the respective periods aforesaid, and such sum shall be recoverable as Wages.

Period within which Wages are to be paid.

S. 187.

*Mode of recovering Wages and Lays.*

**49** Any Seaman or Apprentice, or any person duly authorised on his behalf, may sue in a summary manner before any Two or more Justices of the Peace for any amount of Wages or Lay due to such Seaman or Apprentice not exceeding Fifty Pounds over and above the costs of any proceeding for the recovery thereof, so soon as the same becomes payable; and every order made by such Justices in the matter shall be final.

*Mode of recovering Wages and Lays.*

Seamen may sue for Wages or Lays in a summary manner.

S. 188.

**50** No suit or proceeding for the recovery of Wages or Lays under the sum of Fifty Pounds shall be instituted by or on behalf of any Seaman or Apprentice in the Court of Vice-Admiralty of this Colony, or in the Supreme Court, unless the Owner of the Ship is declared insolvent, or unless the Ship is under arrest or is sold by the authority of any such Court as aforesaid, or unless any Justices acting under the authority of this Act refer the case to be adjudged by such Court.

Restrictions on suits for Wages or Lays in superior Courts.

S. 189.

**51** No suit or proceeding by any Seaman or Apprentice for the recovery of his Lay shall be affected or defeated on the ground that such Seaman or Apprentice is jointly interested with the defendant in the subject matter of the suit or proceeding, nor shall any plea of partnership be allowed in any such suit or proceeding.

Plea of partnership forbidden in actions for Lays.

**52** No Seaman who is engaged for a Voyage or engagement which is to terminate in this Colony shall be entitled to sue in any Court abroad for Wages, unless he is discharged with such sanction as is required by *The Merchant Shipping Act, 1854*, and with the written consent of the Master, or proves such ill-usage on the part of the Master or by his authority as to warrant reasonable apprehension of danger to the life of such Seaman if he were to remain on board; but if any Seaman on his return to this Colony proves that the Master or Owner has been guilty of any conduct or default which but for this enactment would have

No Seaman to sue for Wages abroad, except in cases of discharge or of danger to life.

S. 190.

*Mode of recovering Wages and Lays.*

Master to have same remedies for Wages or Lay as Seamen.  
s. 191.

entitled the Seaman to sue for Wages before the termination of the Voyage or engagement, he shall be entitled to recover in addition to his Wages such compensation not exceeding Twenty Pounds as the Court hearing the case thinks reasonable.

**53** Every Master of a Ship shall, so far as the case permits, have the same rights, liens, and remedies for the recovery of his Wages or Lay which by this Act or by any Law or Custom any Seaman, not being a Master, has for the recovery of his Wages or Lay; and if in any proceeding in the Court of Vice-Admiralty of this Colony touching the claim of a Master to his Wages or Lay any right of set-off or counter-claim is set up, it shall be lawful for such Court to enter into and adjudicate upon all questions and to settle all accounts then arising or outstanding and unsettled between the parties to the proceeding, and to direct payment of any balance which is found to be due.

*Relief to Seamen's Families at Public Expense.*

Relief to Seamen's Families to be chargeable on a certain proportion of their Wages or Lays.  
s. 192.

*Relief to Seamen's Families at Public Expense.*

**54** Whenever during the absence of any Seaman on a Voyage his Wife, Children, and Step-children, or any of them, are or is relieved or maintained at the Public Expense, the Colonial Treasury shall be entitled to be reimbursed out of the Wages or Lay of such Seaman earned during such Voyage any sums properly expended during his absence in the relief or maintenance of his relations, or any of them, so that such sums do not exceed the following proportions of his said Wages or Lay; that is to say,

- (1.) If only One of such relations is so relieved or maintained, One-half of such Wages or Lay :
- (2.) If Two or more of such relations are so relieved or maintained, Two-thirds of such Wages or Lay :

But if during the absence of the Seaman any sums have been paid by the Owner to or on behalf of any such relation as aforesaid, under an Allotment Note given by the Seaman in favour of such relation, any such claim for reimbursement as aforesaid shall be limited to the excess, if any, of the proportion of the Wages or Lay hereinbefore mentioned over the sums so paid.

Notice to be given to Owner, and charge to be enforced on the return of the Seaman.  
s. 193.

**55** For the purpose of obtaining such reimbursement as aforesaid, the Colonial Secretary may give to the Owner of the Ship in which the Seaman is serving a Notice in writing stating the proportion of the Seaman's Wages or Lay upon which it is intended to make the claim, and requiring the Owner to retain such proportion in his hands for a period to be therein mentioned, not exceeding Twenty-one days from the time of the Seaman's return to his Port of discharge, and also requiring such Owner immediately on such return to give to the Colonial Secretary notice in writing of such return; and such Owner, after receiving such Notice as aforesaid, shall be bound to retain the said proportion of Wages or Lay, and to give notice of the Seaman's return accordingly, and shall likewise give to the Seaman notice of the intended claim; and the Colonial Secretary may upon the Seaman's return cause application to be made in a summary way to any Two Justices for an Order for such reimbursement as aforesaid; and such Justices may hear the case, and may make an Order for such reimbursement to the whole extent aforesaid, or to such lesser amount as they may under the circumstances think fit; and the Owner shall pay to the

Colonial Treasurer, out of the Seaman's Wages or Lay, the amount so ordered to be paid by way of reimbursement, and shall pay the remainder of the said Wages or Lay to the Seaman; and if no such Order as aforesaid is obtained within the period mentioned in the Notice so to be given to the Owner as aforesaid, the proportion of Wages or Lay so to be retained by him as aforesaid shall immediately on the expiration of such period, and without deduction, be payable to the Seaman.

*Relief to Seamen's Families at Public Expense.*

*Wages, Lays, and Effects of deceased Seamen.*

**56** Whenever any Seaman or Apprentice belonging to any Ship registered in this Colony employed on a Voyage which is to terminate in this Colony, or sent home to this Colony under the provisions of *The Merchant Shipping Act* 1854 in any *British Ship* employed on a Voyage other than a Voyage which is to terminate in the United Kingdom, dies during the Voyage, the Master shall take charge of all money, clothes, and effects which he leaves on board, and may, if he thinks fit, cause all or any of the said clothes and effects to be sold by auction at the Mast or other public auction, and shall thereupon sign an entry in the official Log Book containing the following particulars; that is to say,

*Wages, &c., of deceased Seamen.*

Masters to take charge of or sell effects of deceased Seamen which are on board, and enter the same and Wages or Lay due in the official Log Book.

S. 194.

- (1.) A statement of the amount of the money and a description of the effects so left by the deceased:
- (2.) In case of a sale, a description of each article sold, and the sum received for each:
- (3.) A statement of the sum due to the deceased as Wages or Lay, and the total amount of the deductions, if any, to be made therefrom:

And shall cause such entry to be attested by a Mate and by One of the Crew.

**57** In the cases provided for by the last preceding Section, the following Rules shall be observed; that is to say,

Such effects and Wages or Lay to be paid to Shipping Master, with full Accounts.

S. 195.

- (1.) The Master shall, within Forty-eight hours after his arrival at the Port of destination in this Colony, deliver any such effects as aforesaid remaining unsold, and pay any Money which he has taken charge of or received from such sale as aforesaid, and also the balance of Wages due to the deceased, to the Shipping Master at such Port; and shall also pay to such Shipping Master any balance of Lay which may be due to the deceased as soon as the same becomes payable:
- (2.) The Master, shall in all cases in which any Seaman or Apprentice dies during the progress of a Voyage or engagement, give to such Shipping Master as aforesaid an Account, in such form as he requires, of the effects, moneys, and Wages or Lay so to be delivered and paid; and no deductions claimed in such Account shall be allowed unless verified by such entry in the official Log Book as herein-before required, and also by such other vouchers, if any, as may be reasonably required by such Shipping Master.

**58** If any Master fails to take such charge of the money or other effects of a Seaman or Apprentice dying during a Voyage, or to make Penalties for not taking charge of,

*Wages, &c., of  
deceased Seamen.*

remitting, or  
accounting for  
such moneys and  
effects.

s. 196.

such entries in respect thereof, or to procure such attestation to such entries, or to make such payment or delivery of any money, Wages, Lay, or effects of any Seaman or Apprentice dying during a Voyage, or to give such Account in respect thereof as herein-before respectively directed, he shall be accountable for the money, Wages, Lay, and effects of the Seaman or Apprentice to the Shipping Master, and shall pay and deliver the same accordingly; and such Master shall in addition for every such offence incur a penalty not exceeding treble the value of the money or effects not accounted for, or, if such value is not ascertained, not exceeding Fifty Pounds; and if any such money, Wages, Lay, or effects are not duly paid, delivered, or accounted for by the Master, the Owner of the Ship shall pay, deliver, and account for the same, and such money, Wages, and Lay, and the value of such effects, shall be recoverable from him accordingly; and if he fails to account for and pay the same, he shall, in addition to his liability for the said money and value, incur the same penalty which is herein-before mentioned as incurred by the Master for the like offence; and all money, Wages, Lay, and effects of any Seaman or Apprentice dying during a Voyage shall be recoverable in the same Courts, and by the same modes of proceeding, by which Seamen are hereby enabled to recover Wages due to them.

Wages, Lays, and  
effects of Seamen  
dying in this  
Colony to be paid  
to Shipping  
Master.

s. 198.

**59** Whenever any Seaman or Apprentice dies in this Colony, and is at the time of his death entitled to claim from the Master or Owner of any Ship in which he has served any unpaid Wages or Lay, or any effects, such Master or Owner shall pay and deliver or account for the same to the Shipping Master at the Port where the Seaman or Apprentice was discharged or was to have been discharged.

Shipping Master  
to deliver and  
remit effects and  
moneys of  
deceased Seamen  
to Curator of In-  
testate Estates.

s. 197.

**60** The Shipping Master may, if he thinks fit, sell all or any effects of any deceased Seaman or Apprentice delivered to him under the provisions herein-before contained, and shall, quarterly or at such other times as the Curator of Intestate Estates directs, deliver and remit to the said Curator all effects remaining unsold belonging to, and all moneys belonging to or arising from the sale of the effects of or paid as the Wages or Lay of, any deceased Seamen or Apprentices which have come to his hands under the provisions herein-before contained, and shall render such Accounts in respect thereof as the said Curator requires.

If less than  
£50, moneys  
and property of  
deceased Seamen  
may be paid over  
without Probate  
or Administration  
to the persons  
entitled.

s. 199.

**61** If the money and effects of any deceased Seaman or Apprentice delivered or remitted to the said Curator, including the moneys received for any part of the said effects which have been sold either before delivery to the said Curator or by his direction, do not exceed in value the sum of Fifty Pounds, then, subject to the provisions herein-after contained, and to all such deductions for expenses incurred in respect of the Seaman or Apprentice or of his said money and effects as the said Curator thinks proper to allow, and also to deduction for Commission to the said Curator as hereinafter provided, the said Curator may, if he thinks fit so to do, pay and deliver the said money and effects either to any claimants who can prove themselves to the satisfaction of the said Curator either to be his Widow or Children, or to be entitled to the effects of the deceased under his Will, if any, or under the Statutes for the Distribution of Effects of Intestates, or otherwise, or to be entitled to procure Probate or take out Letters of Administration, although no Probate or Letters of Administration have been taken out, and shall be thereby discharged from all further liability in respect of the money and effects so paid and delivered, or may, if he thinks fit so to do, require Probate or Letters of Adminis-



tration to be taken out, and thereupon pay and deliver the said money and effects to the legal personal Representatives of the deceased; and all claimants to whom such money or effects are so paid or delivered shall apply the same in due course of administration; and if such money and effects exceed in value the sum of Fifty Pounds, then, subject to the provisions hereinafter contained and to deduction for expenses and Commission as aforesaid, the said Curator shall pay and deliver the same to the legal personal Representatives of the deceased.

*Wages, &c., of  
deceased Seamen.*

**62** The said Curator shall be entitled to Commission at the rate of Ten Pounds *per centum* upon the amount of moneys arising from the moneys and effects of any deceased Seaman or Apprentice received by him under the provisions of this Act.

*Commission to  
Curator.*

**63** In cases where the deceased Seaman or Apprentice has left a Will, the said Curator shall have the following Powers; that is to say,

*Mode of payment  
under Wills made  
by Seamen.  
s. 200.*

- (1.) He may in his discretion refuse to pay or deliver any such Wages, Lay, or effects as aforesaid to any person claiming to be entitled thereto under a Will made on board Ship unless such Will is in writing, and is signed or acknowledged by the Testator in the presence of the Master or first or only Mate of the Ship, and is attested by such Master or Mate:
- (2.) He may in his discretion refuse to pay or deliver such Wages, Lay, or effects as aforesaid to any person not being related to the Testator by blood or marriage who claims to be entitled thereto under a Will made elsewhere than on board Ship, unless such Will is in writing, and is signed or acknowledged by the Testator in the presence of Two witnesses, one of whom is some Shipping Master appointed under *The Merchant Shipping Act, 1854*, or this Act, or some Minister or Officiating Minister of the place in which the same is made, or, in a place where there are no such persons, some Justice of the Peace, or some *British* Consular Officer, or some Officer of Customs, and is attested by such witnesses:

Whenever any claim made under a Will is rejected by the said Curator on account of the said Will not being made and attested as herein-before required, the Wages or Lay and effects of the deceased shall be dealt with as if no Will had been made.

**64** The following Rules shall be observed with respect to Creditors of deceased Seamen and Apprentices; that is to say,

*Provision for  
payment of claims  
by Creditors and  
for preventing  
fraudulent claims.  
s. 201.*

- (1.) No such Creditor shall be entitled to claim from the said Curator the Wages, Lay, or effects of any such Seaman or Apprentice, or any part thereof, by virtue of Letters of Administration taken out by him as Executor Creditor:
- (2.) No such Creditor shall be entitled by any means whatever to payment of his debt out of such Wages or Lay and effects if the debt accrued more than Three years before the death of the deceased, or if the demand is not made within Two years after such death:
- (3.) Subject as aforesaid, the steps to be taken for procuring payment of such debt shall be as follows; that is to say: Every person making a demand as Creditor shall deliver to the

*Wages, &c., of  
deceased Seamen.*

said Curator an Account in writing in such form as the said Curator requires, subscribed with his name, stating the particulars of his demand and the place of his abode, and verified by his declaration made before a Justice :

- (4.) If before such demand is made any claim to the Wages or Lay and effects of the deceased made by any person interested therein as his Widow or Child, or under a Will or under the Statutes for the Distribution of the Effects of Intestates, or otherwise, has been allowed, the said Curator shall give notice to the Creditor of the allowance of such person's claim, and the Creditor shall thereupon have the same rights and remedies against such person as if he had received the said Wages or Lay and effects as the legal personal Representative of the deceased :
- (5.) If no claim by any such person has been allowed, the said Curator shall proceed to investigate the Creditor's Account, and may for that purpose require him to prove the same, and to produce all books, accounts, vouchers, and papers relating thereto ; and if by such means the Creditor duly satisfies the said Curator of the justice of the demand, either in the whole or in part, the same shall be allowed and paid accordingly, so far as the assets in the hands of the said Curator will extend for that purpose, and such payment shall discharge the said Curator from all further liability in respect of the money so paid ; but if such Curator is not so satisfied, or if books, accounts, vouchers, or papers as aforesaid are not produced, and no sufficient reason is assigned for not producing them, the demand shall be disallowed :
- (6.) In any case whatever the said Curator may delay the investigation of any demand made by a Creditor for the payment of his debt for One year from the time of the first delivery of the demand ; and if in the course of that time a claim to the Wages or Lay and effects of the deceased is made and substantiated as herein-before required by any person interested therein as a Widow or Child, or under a Will, or under the Statutes for the Distribution of the Effects of Intestates, or otherwise, the said Curator may pay and deliver the same to such person ; and thereupon the Creditor shall have the same rights and remedies against such person as if he had received the same as the legal personal Representative of the deceased.

Mode of dealing  
with unclaimed  
moneys of  
deceased Seamen.  
s. 202.

**65** All moneys arising from Wages, Lays, moneys, or effects of deceased Seamen or Apprentices which are received by the said Curator, and to which no claim is substantiated within Six years after the receipt thereof by such Curator, shall be paid by such Curator into the Colonial Treasury, and shall form part of the General Revenue.

Punishment for  
forgery and false  
representations  
in order to obtain  
money or effects of  
deceased Seamen.  
s. 203.

**66** Every person who, for the purpose of obtaining, either for himself or for another, any money or effects of any deceased Seaman or Apprentice, forges, assists in forging, or procures to be forged, or fraudulently alters, assists in fraudulently altering, or procures to be fraudulently altered, any document purporting to show or assist in showing a right to such Wages, Lay, or effects, and every person who for the purpose aforesaid makes use of any such forged or altered document as aforesaid, or who for the purpose aforesaid gives or makes,

or procures to be given or made, any false evidence or representation, knowing the same to be false, shall be punishable with penal servitude for a term not exceeding Four years, or with imprisonment with or without hard labour for any period not exceeding Two years.

*Wages, &c., of  
deceased Seamen.*

*Provisions, Health, and Accommodation.*

*Provisions,  
Health, and  
Accommodation.*

**67** Any Three or more of the Crew of any Ship may complain to any Shipping Master, or Chief Officer of Customs, that the Provisions or Water for the use of the Crew are at any time of bad quality, unfit for use, or deficient in quantity; and such Officer may thereupon examine the said Provisions or Water, or cause them to be examined; and if on examination such Provisions or Water are found to be of bad quality and unfit for use, or to be deficient in quantity, the person making such examination shall signify the same in writing to the Master of the Ship; and if such Master does not thereupon provide other proper Provisions or Water in lieu of any so signified to be of a bad quality and unfit for use, or does not procure the requisite quantity of any so signified to be insufficient in quantity, or uses any Provisions or Water which have been so signified as aforesaid to be of a bad quality and unfit for use, he shall in every such case incur a penalty not exceeding Twenty Pounds; and upon every such examination as aforesaid the Officers making or directing the same shall enter a statement of the result of the examination in the official Log Book, and shall send a report thereof to the Marine Board, and such report, if produced out of the custody of such Board or its Officers, shall be received in evidence in any legal proceedings.

Survey of Provisions and Water on complaint made.

S. 221.

**68** If the Officer to whom any such complaint as last aforesaid is made certifies in such statement as aforesaid that there was no reasonable ground for such complaint, each of the parties so complaining shall incur a penalty not exceeding Five Pounds, and in default of payment thereof shall be liable to imprisonment, with or without hard labour, for any period not exceeding One month.

Penalty for frivolous complaint.

S. 222.

**69** In the following cases; that is to say,

- (1.) If during a Voyage the allowance of any of the Provisions which any Seaman has by his Agreement stipulated for is reduced, except in accordance with any Regulations for reduction by way of Punishment contained in the Agreement, and also except for any time during which such Seaman wilfully and without sufficient cause refuses or neglects to perform his duty, or is lawfully under confinement for misconduct, either on board or on shore;
- (2.) If it is shown that any of such Provisions are or have during the Voyage been bad in quality and unfit for use;

Allowance for short or bad Provisions.

S. 223.

The Seaman shall receive by way of compensation for such reduction or bad quality, according to the time of its continuance, the following sums, to be paid to him in addition to and to be recoverable as Wages or Lay; that is to say,

- (1.) If his allowance is reduced by any quantity not exceeding One-third of the quantity specified in the Agreement, a sum not exceeding Fourpence a day;
- (2.) If his allowance is reduced by more than One-third of such quantity, Eightpence a day;
- (3.) In respect of such bad quality as aforesaid, a sum not exceeding One Shilling a day:

*Provisions,  
Health, and  
Accommodation.*

But if it is shown to the satisfaction of the Court before which the case is tried that any Provisions the allowance of which has been reduced could not be procured or supplied in proper quantities, and that proper and equivalent substitutes were supplied in lieu thereof, the Court shall take such circumstances into consideration, and shall modify or refuse compensation as the justice of the case may require.

Medicines, Lime,  
or Lemon Juice,  
Sugar and Vine-  
gar, to be provided  
and kept on board  
certain Ships.  
S. 224.

**70** The following Rules shall be observed with respect to Medicines, Medical Stores, and Anti-scorbutics; that is to say,

- (1.) The Governor in Council shall from time to time issue and cause to be published a Scale of Medicines and Medical Stores suitable to accidents and diseases arising on Sea Voyages :
- (2.) The Owner of every Ship navigating between this Colony and any place out of the same shall provide and cause to be constantly kept on board such Ship a supply of such Medicines and Medical Stores in accordance with the said Scale :
- (3.) The Master or Owner of every Foreign-going Ship, except such Ships or classes of Ships as the Governor in Council may from time to time exempt from this enactment, shall also provide and cause to be kept on board such Ship a sufficient quantity of Lime or Lemon Juice, or of such articles as the Governor in Council sanctions as substitutes for Lime or Lemon Juice, and also of Sugar and Vinegar :
- (4.) The Master of every such Ship as last aforesaid shall serve out the Lime or Lemon Juice or other such articles as aforesaid and Sugar and Vinegar to the Crew, whenever they have consumed salt provisions for Ten days, and so long afterwards as such consumption continues, weekly, the Lime or Lemon Juice and Sugar at the rate of half an ounce each *per* day, and the Vinegar at the rate of half a pint *per* week, to each member of the Crew :

And if in any such Ship as aforesaid such Medicines, Medical Stores, Lime or Lemon Juice or other articles, Sugar and Vinegar, as are hereinbefore required, are not provided and kept on board as hereinbefore required, the Master or Owner shall incur a penalty not exceeding Twenty Pounds ; and if the Master of any such Ship as aforesaid neglects to serve out the Lemon or Lime Juice or other articles, Sugar or Vinegar, in the case and manner hereinbefore directed, he shall for each such offence incur a penalty not exceeding Five Pounds ; and if any Master is convicted in either of the last-mentioned penalties, and it appears that the offence is owing to the act or default of the Owner, such Master may recover the amount of such penalty and the costs incurred by him from the Owner.

Masters to keep  
Weights and  
Measures on  
board.  
S. 225.

**71** Every Master shall keep on board proper Weights and Measures for the purpose of determining the quantities of the several Provisions and articles served out, and shall allow the same to be used at the time of serving out such Provisions and articles in the presence of a witness whenever any dispute arises about such quantities, and in default shall for every such offence incur a penalty not exceeding Ten Pounds.

Marine Board  
may cause a  
Medical Practi-

**72** The Marine Board may, in any case in which it appears to such Board to be necessary, cause the Medicines, Medical Stores, Lime or Lemon Juice, or other articles, Sugar and Vinegar, required to be kept on

board any such Ship as aforesaid, to be inspected by a Medical Practitioner, to whom such Board may assign such remuneration out of the funds at its disposal as it thinks reasonable; and such Medical Practitioner shall have full power to do all things necessary for the purpose of effectually making such inspection; and whenever any such Medical Practitioner is of opinion that in any Ship hereby required to carry such articles as aforesaid the same or any of them are deficient in quantity or quality, or are placed in improper vessels, he shall signify the same in writing to the Chief Officer of Customs of the Port where such Ship is lying, and also to the Master, Owner, or Consignee thereof; and thereupon the Master of such Ship, before proceeding to Sea, shall produce to such Chief Officer of Customs a Certificate under the hand of such Medical Practitioner to the effect that such deficiency has been supplied or remedied, or that such improper vessels have been replaced by proper vessels, as the case may require; and such Chief Officer of Customs shall not grant a Clearance for such Ship without the production of such Certificate, and if such Ship attempts to go to Sea without a Clearance, may detain her until such Certificate is produced; and if such Ship proceeds to Sea without the production of such Certificate, the Owner, Master, or Consignee thereof shall incur a penalty not exceeding Twenty Pounds.

*Provisions,  
Health, and  
Accommodation.*

tioner to inspect whether Ships are properly provided.  
S. 226.

**73** Every person who wilfully impedes any such Medical Practitioner as aforesaid in making such inspection as aforesaid, whether on board Ship or elsewhere, shall incur a penalty not exceeding Ten Pounds.

Penalty for obstructing inspection.

**74** Any person who sells or supplies any Medicines, Medical Stores, Lime or Lemon Juice, of bad quality, for the use of any Ship, shall for each such offence incur a penalty not exceeding Twenty Pounds.

Penalty for selling bad Drugs for Ships.  
S. 227.

**75** The following Rules shall be observed with respect to Expenses attendant on Illness and Death; that is to say,

Expense of Medical attendance in case of illness, and subsistence in case of illness, and of burial in case of death, how to be defrayed.  
S. 228.

- (1.) If the Master or any Seaman or Apprentice receives any hurt or injury in the service of the Ship to which he belongs, the expense of providing the necessary surgical and medical advice, with attendance and medicines, and of his subsistence until he is cured, or dies, or is brought back to some Port in this Colony, if shipped in this Colony, or if shipped in the United Kingdom or some *British* Possession to some Port in the United Kingdom or such Possession, and of his conveyance to such Port, and the expense, if any, of his burial, shall be defrayed by the Owner of such Ship, without any deduction on that account from the Wages or Lay of such Master, Seaman, or Apprentice :
- (2.) If the Master or any Seaman or Apprentice is on account of any illness temporarily removed from his Ship for the purpose of preventing infection, or otherwise for the convenience of the Ship, and subsequently returns to his duty, the expense of such removal, and of providing the necessary advice with attendance and medicines, and of his subsistence whilst away from the Ship, shall be defrayed in like manner :
- (3.) The expense of all medicines and surgical or medical advice and attendance given to any Master, Seaman, or Apprentice whilst on board his Ship shall be defrayed in like manner :
- (4.) In all other cases any reasonable expenses duly incurred by the

*Provisions,  
Health, and  
Accommodation.*

Certain Ships to  
carry Medical  
Practitioners.  
s. 230.

Owner for any Seaman in respect of illness, and also any reasonable expenses duly incurred by the Owner in respect of illness, and also any reasonable expenses duly incurred by the Owner in respect of the burial of any Seaman or Apprentice who dies whilst on service, shall, if duly proved, be deducted from the Wages or Lay of such Seaman or Apprentice.

**76** Every Foreign-going Ship having One hundred persons or upwards on board shall carry on board as part of her complement a Physician or Surgeon, or an Apothecary; and in default the Owner shall for every Voyage of any such Ship made without such Medical Practitioner incur a penalty not exceeding One hundred Pounds.

*Power of making  
Complaint.*

Seamen to be  
allowed to go  
ashore to make  
complaint to a  
Justice.  
s. 232.

*Power of making Complaint.*

**77** If any Seaman or Apprentice whilst on board any Ship states to the Master that he desires to make complaint to a Justice of the Peace against the Master or any of the Crew, the said Master shall, if the Ship is then at a place where there is a Justice, so soon as the service of the Ship will permit, and if the Ship is not then at such a place, so soon after her first arrival at such a place as the service of the Ship will permit, allow such Seaman or Apprentice to go ashore or send him ashore in proper custody so that he may be enabled to make such complaint, and shall in default incur a penalty not exceeding Ten Pounds.

*Protection of  
Seamen from  
Imposition.*

Sale of and charge  
upon Wages and  
Lays to be invalid.  
s. 233.

*Protection of Seamen from Imposition.*

**78** No Wages or Lay due or accruing to any Seaman or Apprentice shall, except as provided by this Act, be subject to attachment from any Court; and, except as aforesaid, every payment of Wages or Lay to a Seaman or Apprentice shall be valid in Law, notwithstanding any previous sale or assignment of such Wages or Lay, or of any attachment or incumbrance thereon; and no assignment or sale of such Wages or Lay, or of Salvage made prior to the accruing thereof, shall bind the party making the same; and no power of attorney or authority for the receipt of any such Wages, Lay, or Salvage shall be irrevocable.

No debt exceed-  
ing 5s. recoverable  
till end of Voyage.  
s. 234.

**79** No debt exceeding in amount Five Shillings, incurred by any Seaman after he has engaged to serve, shall be recoverable until the service agreed for is concluded.

Penalty for over-  
charges by  
Lodging-house  
Keepers.  
s. 235.

**80** If any person demands or receives from any Seaman or Apprentice payment in respect of his board or lodging in the house of such person for a longer period than such Seaman or Apprentice has actually resided or boarded therein, he shall incur a penalty not exceeding Ten Pounds.

Penalty for detain-  
ing Seamen's  
effects.  
s. 236.

**81** If any person receives or takes into his possession or under his control any moneys, documents, or effects of any Seaman or Apprentice, and does not return the same or pay the value thereof when required by such Seaman or Apprentice, subject to such deduction as may be justly due to him from such Seaman or Apprentice in respect of board or lodging or otherwise, or absconds therewith, he shall incur a penalty not exceeding Ten Pounds, and any Two Justices may, besides inflict-

ing such penalty, by summary Order direct the amount or value of such moneys, documents, or effects, subject to such deduction as aforesaid, to be forthwith paid to such Seaman or Apprentice.

*Protection of  
Seamen from  
Imposition.*

**82** If, within Twenty-four hours after the arrival of any Ship at any Port in this Colony, any person then being on board such Ship solicits any Seaman to become a lodger at the house of any person letting lodgings for hire, or takes out of such Ship any effects of any Seaman, except under his personal direction and with the permission of the Master, he shall for every such offence incur a penalty not exceeding Five Pounds.

Penalty for solicitations by Lodging-house Keepers.  
s. 238.

**83** After the expiration of One month from the commencement of this Act, it shall not be lawful for the Keeper of a Common Lodging-house, registered in pursuance of *The Common Lodging-houses Act, 1854*, to carry on the business of a Common Lodging-house Keeper for Seamen at or near to any Port in this Colony unless the same is also registered at the Office of the Shipping Master at or nearest to such Port; and if any person carries on such business as last aforesaid without such Common Lodging-house being so registered at the Office of the Shipping Master as aforesaid, he shall for every day on which he commits such offence incur a penalty not exceeding Ten Pounds.

Keepers of Common Lodging-houses for Seamen to register same at the Office of the Shipping Master.

**84** The Shipping Master shall keep a Register in which he shall enter the names and residences of all Keepers of Common Lodging-houses for Seamen, the situation of every such house, and the number of Lodgers authorised to be received therein; and for every Common Lodging-house for Seamen so registered a Fee of One Pound shall be paid by the Keeper thereof to the Shipping Master.

Shipping Masters to keep Registry of Common Lodging-houses for Seamen.

**85** The Keeper of every such Common Lodging-house for Seamen shall at all times keep his name at length, with the words "Licensed Lodgings for Seamen," painted in legible characters over the outer door of such Lodging-house; and in default shall incur a penalty not exceeding Five Pounds for every day such name and words are not kept so painted.

Keepers of duly registered Common Lodging-houses for Seamen to keep their names over the doors.

**86** If any person, not being the Keeper of a duly registered Common Lodging-house for Seamen, keeps up any sign, writing, painting, or other mark on or near to his premises which may imply or give reasonable cause to believe that such premises are duly registered as a Common Lodging-house for Seamen, he shall incur a penalty not exceeding Ten Pounds.

Penalty for holding out that unregistered premises are duly registered.

**87** The Keeper of a Common Lodging-house for Seamen, and every other person having or acting in the care or management thereof, shall at all times when required by any Warden, Justice of the Peace, or Shipping Master, or by any Constable above the rank of a Petty Constable, give to such Warden, Justice, Shipping Master, or Constable free access to such house or any part thereof; and any person offending against this provision shall incur a penalty not exceeding Twenty Pounds.

Lodging-house Keepers to give free access to Wardens, &c.

**88** If any such Common Lodging-house for Seamen is conducted in a disorderly manner, or it is found that due and proper accommodation, care, and protection are not given therein to Seamen or to their property, or if the Keeper of any such Common Lodging-house

Keepers of Lodging-houses convicted of offences may be adjudged ineligible to keep a Lodging-house.

*Protection of  
Seamen from  
Imposition.*

for Seamen is convicted of any felony or misdemeanour, or of any breach or evasion of any of the provisions of this Act or of any other Law relating to Seamen, or of aiding or abetting in any such breach or evasion, it shall be lawful for the Court before which the conviction takes place to adjudge, in addition to any other punishment such offender may have thereby incurred, that he shall not at any time within Five years of such conviction, or within such shorter period after the conviction as the Court thinks fit, keep or have or act in the care or management of any Common Lodging-house whatsoever; and if any person, having been so convicted as aforesaid and prohibited as aforesaid from keeping, having, or acting in the care or management of any Common Lodging-house, keeps, has, or acts in the care or management of any Common Lodging-house in contravention of the terms of the judgment of the Court before which such person was convicted, he shall incur a penalty not exceeding Twenty Pounds.

Keeper of Common Lodging-house for Seamen to keep Registry of Lodgers.

**89** The Keeper of every Common Lodging-house for Seamen shall keep a Book, in which shall be entered the name of every Seaman or Apprentice becoming a Lodger at such Common Lodging-house, and of the Ship in which such Seaman or Apprentice last served; and if the Keeper of any such Common Lodging-house neglects to keep such Book as aforesaid, or to make such entries as aforesaid forthwith upon any Seaman or Apprentice becoming a Lodger at such Common Lodging-house, or wilfully or knowingly makes any false entry in such Book, or refuses or neglects to produce such Book to any Warden, Justice of the Peace, or Shipping Master when required by such Warden, Justice, or Shipping Master, or in any manner obstructs any such Warden, Justice, or Shipping Master in making any extract therefrom, the Keeper of such Common Lodging-house so offending shall incur a penalty not exceeding Ten Pounds.

*Discipline.*

Misconduct endangering Ship or life or limb a misdemeanor. s. 239.

**90** Any Master of or any Seaman or Apprentice belonging to any Ship who by wilful breach of duty, or by neglect of duty, or by reason of drunkenness, does any act tending to the immediate loss, destruction, or serious damage of such Ship, or tending immediately to endanger the life or limb of any person belonging to or on board of such Ship, or who by wilful breach of duty, or by neglect of duty, or by reason of drunkenness, refuses or omits to do any lawful act proper and requisite to be done by him for preserving such Ship from immediate loss, destruction, or serious damage, or for preserving any person belonging to or on board of such Ship from immediate danger to life or limb, shall for every such offence be deemed guilty of a misdemeanor.

*Discipline.*

Power of Vice-Admiralty Court to remove Master. s. 240.

**91** The Vice-Admiralty Court of this Colony may, upon application by the Owner of any Ship being within the Jurisdiction of such Court, or by the Part Owner or Consignee, or by the Agent of the Owner, or by any Mate, or by One-third or more of the Crew of such Ship, and upon proof on oath to the satisfaction of such Court that the removal of the Master of such Ship is necessary, remove him accordingly; and may also, with the consent of the Owner or his Agent, or the Consignee of the Ship, or if there is no Owner or Agent of the Owner or Consignee of the Ship within the Jurisdiction of the Court, then without such consent, appoint a new Master in his stead; and may also make such Order, and may require such security in respect of costs in the matter, as it thinks fit.



**92** Whenever any Seaman who has been lawfully engaged or any Apprentice commits any of the following offences he shall be liable to be punished summarily as follows; that is to say,

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|  | <i>Discipline.</i>  |
|  | Offences of Seamen and Apprentices and their punishments. S. 243.   |
| (1.) For desertion he shall be liable to imprisonment for any period not exceeding Twelve weeks, with or without hard labour, and also to forfeit all or any part of the Wages or Lay which he has then earned, and to satisfy any excess of Wages or Lay paid by the Master or Owner of the Ship from which he deserts to any Substitute engaged in his place at a higher rate of Wages or Lay than the rate stipulated to be paid to him :   | Desertion :   |
| (2.) For neglecting or refusing, without reasonable cause, to join his Ship, or to proceed to Sea in his Ship, or for absence without leave at any time within Twenty-four hours of the Ship's sailing from any Port either at the commencement or during the progress of any Voyage, or for absence at any time without leave and without sufficient reason from his Ship or from his duty not amounting to desertion or not treated as such by the Master, he shall be liable to imprisonment for any period not exceeding Ten weeks, with or without hard labour, and also, at the discretion of the Court, to forfeit out of his Wages or Lay a sum not exceeding the amount of Two days' pay, and in addition for every Twenty-four hours of absence either a sum not exceeding Six days' pay, or any expenses which have been properly incurred in hiring a Substitute : | Neglecting or refusing to join, or to proceed to Sea, absence within 24 hours before sailing, and absence without leave : |
| (3.) For quitting the Ship without leave after her arrival at her Port of delivery and before she is placed in security, he shall be liable to forfeit out of his Wages or Lay a sum not exceeding One month's pay :   | Quitting without leave before Ship is secured :   |
| (4.) For wilful disobedience to any lawful command, or wilful neglect of duty, he shall be liable to imprisonment for any period not exceeding Four weeks, with or without hard labour, and also, at the discretion of the Court, to forfeit out of his Wages or Lay a sum not exceeding Two days' pay :   | Act of disobedience :   |
| (5.) For continued wilful disobedience to lawful commands, or continued wilful neglect of duty, he shall be liable to imprisonment for any period not exceeding Twelve weeks, with or without hard labour, and also, at the discretion of the Court, to forfeit for every Twenty-four hours continuance of such disobedience or neglect either a sum not exceeding Six days' pay, or any expenses which have been properly incurred in hiring a Substitute :   | Continued disobedience :  |
| (6.) For assaulting any Master or Mate he shall be liable to imprisonment for any period not exceeding Twelve weeks, with or without hard labour :   | Assault on Officers :   |
| (7.) For combining with any other or others of the Crew to disobey lawful commands, or to neglect duty, or to impede the loading, discharge, departure, or navigation of the Ship or the progress of the Voyage, he shall be liable to imprisonment for any period not exceeding Twelve weeks, with or without hard labour :   | Combining to disobey, &c. :   |
| (8.) For wilfully damaging the Ship, or embezzling or wilfully damaging any of her stores or cargo, he shall be liable to  | Wilful damage and embezzlement :  |

*Discipline.*

Act of Smuggling causing loss to Owner.

forfeit out of his Wages or Lay a sum equal in amount to the loss thereby sustained, and also, at the discretion of the Court, to imprisonment for any period not exceeding Twelve weeks, with or without hard labour :

- (9.) For any act of Smuggling of which he is convicted, and whereby loss or damage is occasioned to the Master or Owner, he shall be liable to pay to such Master or Owner such a sum as is sufficient to reimburse the Master or Owner for such loss or damage ; and the whole or a proportionate part of his Wages or Lay may be retained in satisfaction or on account of such liability, without prejudice to any further remedy.

Entry of offences to be made in official Log-Book, and to be read over or a copy given to the offender, and his reply, if any, to be also entered.

s. 244.

**93** Upon the commission of any of the offences enumerated in the last preceding Section an entry thereof shall be made in the official Log Book, and shall be signed by the Master and also by the Mate or One of the Crew ; and the offender, if still in the Ship, shall before the next subsequent arrival of the Ship at any Port, or if she is at the time in Port, before her departure therefrom, either be furnished with a copy of such entry or have the same read over distinctly and audibly to him, and may thereupon make such reply thereto as he thinks fit ; and a statement that a copy of the said entry has been so furnished, or that the same has been so read over as aforesaid, and the reply, if any, made by the offender, shall likewise be entered and signed in manner aforesaid ; and in any subsequent legal proceeding the entries herein-before required shall, if practicable, be produced or proved, and in default of such production or proof the Court hearing the case may, at its discretion, refuse to receive evidence of the offence.

Extended punishment for deserters who have received an advance.

**94** Any Seaman having entered into an Agreement to serve on board any Ship, and received an advance against his Wages or Lay on faith of such Agreement, who refuses or neglects to join or proceed to Sea in his Ship in pursuance of such Agreement, or deserts from such Ship before he has earned sufficient Wages or Lay to cover such advance, shall for every such offence be liable to be imprisoned, with or without hard labour, for any term not exceeding Six months.

Extended punishment for desertion and taking away Ship's boat.

**95** Any Seaman or Apprentice who, for the purpose of effecting his desertion from his Ship, takes away any boat belonging to such Ship shall be liable to be imprisoned, with or without hard labour, for any period not exceeding Twelve months.

Persons going in Ships without leave to be subject to penalties for breach of discipline.

s. 245.

**96** Every person who goes to Sea in any Ship without the consent of the Master or Owner, or other person entitled to give such consent, shall, so long as he remains in such Ship, be subject to the same Laws and Regulations for preserving discipline, and to the same penalties and punishments for offences constituting or tending to a breach of discipline, to which he would be subject if he were a member of the Crew and had signed the Agreement.

Master of Ship when in Port may give drunken, riotous, or disorderly Seamen into custody.

**97** It shall be lawful for the Master of any Ship to give in charge to a Constable any Seaman or Apprentice or other person who is drunk, riotous, or disorderly on board such Ship when in Port, and such Constable shall receive such offender and convey him to some Watch-house until he can be conveyed before some Justice of the Peace at the next usual hour of business ; and upon conviction of such offence in a summary manner before One or more Justice or Justices of the Peace, such Seaman,

Apprentice, or other person shall incur a penalty not exceeding Forty Shillings, and in default of immediate payment shall be imprisoned for not more than Two days.

*Discipline.*  
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**98** Whenever any Seaman or Apprentice neglects or refuses to join or to proceed to Sea in or deserts from any Ship in which he is duly engaged to serve, or is found otherwise absenting himself therefrom without leave, the Master or any Mate, or the Owner, Ship's Husband, or Consignee, may, with or without the assistance of Constables, who are hereby directed to give the same, if required, apprehend him without first procuring a Warrant; and may thereupon in any case, and shall in case he so requires and it is practicable, convey him before some Court capable of taking cognizance of the matter, to be dealt with according to Law; and may, for the purpose of conveying him before such Court, detain him in custody for a period not exceeding Twenty-four hours or such shorter time as may be necessary, or may, if he does not so require, or if there is no such Court at or near the place, at once convey him on board; and if any such apprehension appears to the Court before which the case is brought to have been made on improper or on insufficient grounds, the Master, Mate, Owner, Ship's Husband, or Consignee who makes the same or causes the same to be made shall incur a penalty not exceeding Twenty Pounds; but such penalty, if inflicted, shall be a bar to any Action for false imprisonment in respect of such apprehension.

Master or Owner may apprehend deserters without Warrant.  
S. 246.

**99** Whenever any Seaman or Apprentice is brought before any Court on the ground of his having neglected or refused to join or to proceed to Sea in any Ship in which he is engaged to serve, or of having deserted or otherwise absented himself therefrom without leave, such Court may, if the Master or the Owner or his Agent so requires, instead of committing the offender to Prison, cause him to be conveyed on board for the purpose of proceeding on the Voyage, or deliver him to the Master or any Mate of the Ship, or the Owner or his Agent, to be by him so conveyed, and may in such case order any costs and expenses properly incurred by or on behalf of the Master or Owner by reason of the offence to be paid by the offender, and, if necessary, to be deducted from any Wages or Lay which he has then earned, or which by virtue of his then existing engagement he may afterwards earn.

Deserters may be sent on board in lieu of being imprisoned.  
S. 247.

**100** If any Seaman or Apprentice is imprisoned on the ground of his having neglected or refused to join or to proceed to Sea in any Ship in which he is engaged to serve, or of having deserted or otherwise absented himself therefrom without leave, or of his having committed any other breach of discipline, and if during such imprisonment, or at the expiration or earlier determination of the sentence of imprisonment, and before his engagement is at an end, his services are required on board his Ship, any Justice may, at the request of the Master or of the Owner or his Agent, cause such Seaman or Apprentice to be conveyed on board his said Ship for the purpose of proceeding on the Voyage, or to be delivered to the Master or any Mate of the Ship or to the Owner or his Agent, to be by him so conveyed, notwithstanding that the termination of the period for which he was sentenced to imprisonment may not have arrived; and in all such cases the Justice causing such Seaman or Apprentice to be conveyed on board Ship shall grant an Order to the Keeper of the Prison to discharge such Seaman or Apprentice therefrom into such custody as such Justice directs, which shall be a sufficient Warrant to such Keeper to deliver such Seaman or Apprentice into such custody and for such purpose as aforesaid.

Seamen imprisoned for desertion or breach of discipline may be sent on board before or at termination of sentence.  
S. 248.

*Discipline.*  
Notice of desertion  
to be given to  
Shipping Masters.

**101** When any Seaman or Apprentice deserts from any Ship, or any Seaman neglects or refuses to join or proceed to Sea in any Ship in pursuance of his Agreement, it shall be the duty of the Master or Owner of such Ship to give notice thereof to the Shipping Master within Twenty-four hours after such Master or Owner becomes aware of such desertion, neglect, or refusal.

Lists of deserters  
to be published by  
Shipping Masters.

**102** The Shipping Master shall cause to be published and affixed on conspicuous parts of the Shipping Office, and, if he thinks fit, in other public places, Lists of all Seamen and Apprentices who are reported to him to have deserted from or neglected or refused to join or proceed to Sea in their Ships, which Lists shall contain the personal descriptions of such offenders and such other particulars as the Shipping Master deems expedient; and for every Seaman or Apprentice whose name is so published as aforesaid there shall be paid to the Shipping Master by the Master or Owner of the Ship to which such Seaman or Apprentice belongs the sum of Five Shillings and no more.

Deserters apprehended  
after or immediately  
before sailing of  
Ship may be  
prosecuted by the  
Shipping Master.

**103** Any Seaman or Apprentice who has deserted from any Ship, or any Seaman who has neglected or refused to join or proceed to Sea in any Ship in pursuance of his Agreement, and who is not apprehended for such offence until after the departure of the Ship from this Colony, or so shortly before the departure of the Ship that he cannot conveniently be brought to trial for such offence before such departure, or the Master reasonably be expected to attend for the purpose of prosecuting such offender and of producing original documentary evidence against him, may be prosecuted by the Shipping Master for such his offence; and upon the hearing of the charge in any such case the duplicate Agreement with the Crew of such Ship in the possession of such Shipping Master, or a copy of the Agreement with such Crew, and a copy of the entry respecting such offence in the official Log Book, shall be admitted in evidence against such offender; provided that such copy of the Agreement, and of such entry, have been compared by the Shipping Master with the original Agreement and original entry in the official Log Book, and are verified by the signatures of the Master of the Ship and the Shipping Master respectively.

Facilities for proving  
desertion so  
far as concerns  
forfeiture of  
Wages and Lays.  
s. 250.

**104** Whenever a question arises whether the Wages or Lay of any Seaman or Apprentice are or is forfeited for desertion, it shall be sufficient for the party insisting on the forfeiture to show that such Seaman or Apprentice was duly engaged in or that he belonged to the Ship from which he is alleged to have deserted, and that he quitted such Ship before the completion of the Voyage or engagement, or if such Voyage was to terminate in this Colony and the Ship has not returned, that he is absent from her, and that an entry of the desertion has been duly made in the official Log Book; and thereupon the desertion shall, so far as relates to any forfeiture of Wages or Lay under the provisions hereinbefore contained, be deemed to be proved, unless the Seaman or Apprentice can produce a proper Certificate of discharge, or can otherwise show to the satisfaction of the Court that he had sufficient reasons for leaving his Ship.

Costs of procuring  
imprisonment  
may to the extent  
of £3 be  
deducted from  
Wages or Lay.  
s. 251.

**105** Whenever in any proceeding relating to Seamen's or Apprentices' Wages or Lays it is shown that any Seaman or Apprentice has in the course of the Voyage been convicted of any offence by any competent Tribunal, and rightfully punished therefor by imprisonment or otherwise, the Court hearing the case may direct a part of the Wages

or Lay due to such Seaman or Apprentice, not exceeding Three Pounds, to be applied in reimbursing any costs properly incurred by the Master in procuring such conviction and punishment.

*Discipline.*

**106** Whenever any Seaman contracts for Wages by the Voyage or by the Run and not by the month or other stated period of time, or for remuneration by the Lay, the amount of forfeiture to be incurred under this Act shall be taken to be an amount bearing the same proportion to the whole Wages or Lay as a month or other the period herein-before mentioned in fixing the amount of such forfeiture, as the case may be, bears to the whole time spent in the Voyage; and if the whole time spent in the Voyage does not exceed the period for which the pay is to be forfeited, the forfeiture shall extend to the whole Wages or Lay.

Amount of forfeiture how to be ascertained when Seamen contract for the Voyage or by the Lay.  
s. 252.

**107** All clothes, effects, Wages, and Lays which under the provisions herein-before contained are forfeited for desertion shall be applied in the first instance in or towards the reimbursement of the expenses occasioned by such desertion to the Master or Owner of the Ship from which the desertion has taken place; and in any legal proceeding relating to such Wages or Lays the Court may order the same to be paid accordingly; and subject to such reimbursement the same shall be paid into the Colonial Treasury, and shall form part of the General Revenue; and in all other cases of forfeiture of Wages or Lays under the provisions herein-before contained the forfeiture shall, in the absence of any specific directions to the contrary, be for the benefit of the Master or Owner by whom the Wages or Lays are payable.

Application of forfeitures.  
s. 253.

**108** In every action or proceeding by any Seaman or Apprentice for the recovery of his Wages or Lay, every wilful or negligent destruction or loss of property, or other improper or negligent conduct of or by such Seaman or Apprentice whereby loss or damage has arisen to the Owner or Master of the Ship, may be set off against or deducted from the Wages or Lay then due to such Seaman or Apprentice; and in the case of a like action or proceeding by the Master of a Ship, the Owner shall have the like right of set off or deduction as against such Master.

Loss or damage arising from misconduct of Master or Seamen may be set off against Wages or Lay.

**109** Any question concerning the forfeiture of or deductions from the Wages or Lay of any Seaman or Apprentice may be determined in any proceeding lawfully instituted with respect to such Wages or Lay, notwithstanding that the offence in respect of which such question arises, though hereby made punishable by imprisonment as well as forfeiture, has not been made the subject of any criminal proceeding.

Questions of forfeiture may be decided in suits for Wages or Lays.  
s. 254.

**110** If any Seaman on or before being engaged wilfully and fraudulently makes a false statement of the name of his last Ship or last alleged Ship, or wilfully and fraudulently makes a false statement of his own name, he shall incur a penalty not exceeding Five Pounds; and such penalty may be deducted from any Wages or Lay he may earn by virtue of such engagement as aforesaid.

Penalty for false statement as to last Ship or name.  
s. 255.

**111** Whenever any Seaman commits an act of misconduct for which his Agreement imposes a fine, and which it is intended to punish by enforcing such fine, an entry thereof shall be made in the official Log Book, and a copy of such entry shall be furnished or the same shall be read over to the offender, and an entry of such reading over, and of the

Fines to be deducted from Wages or Lays, and paid to Shipping Master.  
s. 256.

Discipline.

reply, if any, made by the offender, shall be made, in the manner and subject to the conditions herein-before specified with respect to the offences against discipline specified in and punishable under this Act; and such fine shall be deducted and paid over as follows; that is to say, if the offender is discharged in this Colony, and the offence and such entries in respect thereof as aforesaid are proved to the satisfaction of the Shipping Master before whom the offender is discharged, the Master or Owner shall deduct such fine from the Wages or Lay of the offender, and pay the same over to such Shipping Master; and if before the final discharge of the Crew in this Colony any such offender as aforesaid enters into any of Her Majesty's Ships, or is discharged abroad, and the offence and such entries as aforesaid are proved to the satisfaction of the Officer in command of the Ship into which he so enters, or of the Consular Officer, Officer of Customs, or other person by whose sanction he is so discharged, the fine shall thereupon be deducted as aforesaid, and an entry of such deduction shall then be made in the official Log Book and signed by such Officer or other person; and on the return of the Ship to this Colony the Master or Owner shall pay over such fine to the Shipping Master before whom the Crew is discharged; and if any Master or Owner neglects or refuses to pay over any such fine in manner aforesaid, he shall for each such offence incur a penalty not exceeding Six times the amount of the fine retained by him: Provided, that no act of misconduct for which any such fine as aforesaid has been inflicted and paid shall be otherwise punished under the provisions of this Act.

Appropriation of fines received by Shipping Masters.

**112** All fines coming to the hands of any Shipping Master under the provisions of this Act shall be paid by him, quarterly or at such periods as may be directed by the Marine Board, into the Colonial Treasury, and shall be there dealt with in like manner as other moneys are directed to be dealt with under Section 24 of *The Marine Board Act*, and shall be funds at the disposal of the Marine Board.

Penalty for enticing to desert, and harbouring deserters.  
s. 257.

**113** Every person who by any means whatever causes, induces, or persuades, or attempts so to do, any Seaman or Apprentice to neglect or refuse to join or to proceed to Sea in or to desert from his Ship, or otherwise to absent himself from his duty, or in any manner to violate any Agreement which he may have entered into to serve on board any Ship, or in any manner knowingly assists in the desertion or absence from duty of any Seaman or Apprentice, shall for each such offence in respect of each such Seaman or Apprentice incur a penalty not exceeding Twenty Pounds; and every person who wilfully harbours, secretes, employs, or retains, or assists in harbouring, secreting, employing, or retaining, any Seaman or Apprentice who has deserted from his Ship, or who has wilfully neglected or refused to join or proceed to Sea in his Ship, or who has absented himself from his duty, knowing or having reason to believe such Seaman or Apprentice to have so done, shall for every such Seaman or Apprentice, in respect of whom any such offence is committed, incur a penalty not exceeding Fifty Pounds; and in case of non-payment of the penalty imposed for any offence against this enactment the person offending shall be liable to be imprisoned, with or without hard labour, for any term not exceeding Six months, unless such penalty and all costs are sooner paid.

Ships and houses may be searched for deserters.

**114** It shall be lawful for any Justice of the Peace, upon the complaint on oath of the Master or any Mate, or the Owner or his

Agent, of any Ship, that he has good cause for suspecting that any Seaman or Apprentice who has deserted, or is absent without leave, from such Ship, is harboured, secreted, concealed, or employed on board any Ship, whether *British* or Foreign, or in any house or place whatsoever, to issue a Warrant to search such Ship or such house or place and to apprehend such Seaman or Apprentice; and every such Seaman or Apprentice shall upon his apprehension be brought with all convenient speed before some Court capable of taking cognizance of the matter to be dealt with according to Law.

*Discipline.*

**115** All Ships engaged in the Coasting trade, and all boats, shall, when in any Port in this Colony, be liable to be searched without Warrant by any Serjeant or other superior Officer of Police and other Constables for the purpose of discovering and apprehending therein any Seamen or Apprentices who have deserted or absented themselves without leave from any Ship; and if the Master of any such Ship, or person in charge of any such boat, so liable to be searched, refuses to permit any such Officer of Police and other Constables to board or thoroughly search such Ship or boat, or does not when called upon so to do by any such Officer of Police, or, when any boat containing any such Officer of Police and Constables is within sight and approaching such Ship or boat so liable to be searched whilst under way, cause the same to be brought to as soon as conveniently may be for the purpose of enabling such boat to overtake and board such Ship or boat so liable to be searched, he shall incur a penalty not exceeding Twenty Pounds.

Coasters liable to be searched for deserters without Warrant.

**116** Any Seaman or Apprentice having deserted or absented himself without leave from any Ship, who is found upon any such search as aforesaid, may be apprehended without Warrant by such Officer of Police and Constables, and shall be brought with all convenient speed before some Court capable of taking cognizance of the matter to be dealt with according to Law.

Deserters found in Coasters may be apprehended.

**117** Any person who secretes himself and goes to Sea in any Ship without the consent of either the Owner, Consignee, or Master, or of a Mate of such Ship, or of any other person entitled to give such consent, shall incur a penalty not exceeding Twenty Pounds, or be liable to imprisonment, with or without hard labour, for any period not exceeding Four weeks.

Penalty for obtaining passage surreptitiously.  
S. 258.

**118** If during the progress of a Voyage the Master is superseded or for any other reason quits the Ship and is succeeded in the command by some other person, he shall deliver to his successor the various documents relating to the navigation of the Ship and to the Crew thereof which are in his custody, and shall in default incur a penalty not exceeding One hundred Pounds; and such successor shall immediately on assuming the command of the Ship enter in the official Log Book a list of the documents so delivered to him.

On change of Masters, documents hereby required to be handed over to successor.  
S. 259.

*Licensed Watermen.*

**119** It shall be competent to the Marine Board at any time to cancel wholly, or to suspend for any period of time, the Licence of any Waterman who is convicted of any felony or misdemeanor, or of any breach or evasion of any of the provisions of this Act, or of any other Law relating to Seamen, or of aiding or abetting in any such breach or evasion.

*Licensed Watermen.*

Licence of Watermen offending against Act may be cancelled.

*Deaths on Board.*

Inquiry into  
cause of death on  
board.  
s. 269.

*Inquiry into Causes of Death on Board.*

**120** Whenever any case of death happens on board any Foreign-going Ship, the Shipping Master shall on the arrival of such Ship at the Port where the Crew is discharged inquire into the cause of such death, and shall make on the Agreement of the Crew an indorsement to the effect either that the statement of the cause of death therein contained is in his opinion true or otherwise, as the result of the inquiry requires; and every such Shipping Master shall have full power to do all things necessary for the purpose of effectually making such inquiry; and if in the course of such inquiry it appears to him that any such death as aforesaid has been caused by violence or other improper means, he shall either report the matter to the Marine Board, or, if the emergency of the case so requires, shall take immediate steps for bringing the offenders to justice.

*Official Logs.*

Official Log  
Books to be kept.  
s. 280.

*Official Logs.*

**121** It shall be the duty of the Master of every Ship, except Ships employed exclusively in trading between Ports or places on the Coasts of this Colony, to keep a Log Book to be called the official Log Book, for the purpose of making therein the entries required to be made under the provisions of this Act; and such official Log Book may, at the discretion of the Master or Owner, be kept distinct from the ordinary Ship's Log or united therewith.

Entries to be  
made in due time.  
s. 281.

**122** Every entry in every official Log Book shall be made as soon as possible after the occurrence to which it relates, and if not made on the same day as the occurrence to which it relates, shall be made and dated so as to show the date of the occurrence and of the entry respecting it; and in no case shall any entry therein in respect of any occurrence happening previously to the arrival of the Ship at her final Port of discharge be made more than Twenty-four hours after such arrival.

Entries required  
in official Log.  
s. 282.

**123** Every Master of a Ship for which an official Log Book is hereby required shall make or cause to be made therein entries of the following matters; that is to say,

- |                          |  |
|--------------------------|--|
| Convictions :            | (1.) Every legal conviction of any member of his Crew, and the punishment inflicted :  |
| Offences :               | (2.) Every offence committed by any member of his Crew for which it is intended to prosecute, or to enforce a forfeiture, or to exact a fine, together with such statement concerning the reading over such entry, and concerning the reply, if any, made to the charge, as herein-before required : |
| Punishments :            | (3.) Every offence for which punishment is inflicted on board, and the punishment inflicted :  |
| Illnesses and injuries : | (4.) Every case of illness or injury happening to any member of the Crew, with the nature thereof, and the medical treatment adopted, if any :   |
| Deaths :                 | (5.) Every case of death happening on board, and of the cause thereof :  |
| Births :                 | (6.) Every birth happening on board, with the sex of the infant and the names of the parents :   |
| Marriages :              | (7.) Every marriage taking place on board, with the names and ages of the parties :  |



- |  |  |
|--|--|
| (8.) The name of every Seaman or Apprentice who ceases to be a member of the Crew, otherwise than by death, with the place, time, manner, and cause thereof:       | <i>Official Logs.</i><br>Quitting Ship : |
| (9.) The amount of Wages or Lay due to any Seaman who enters Her Majesty's Service during the Voyage :   | Wages and Lays of men entering Navy :    |
| (10.) The Wages or Lay due to any Seaman or Apprentice who dies during the Voyage, and the gross amount of all deductions to be made therefrom :                   | Wages and Lays of deceased Seamen :      |
| (11.) The sale of the effects of any Seaman or Apprentice who dies during the Voyage, including a statement of each article sold, and of the sum received for it : | Sale of deceased men's effects :         |
| (12.) Every collision with any other Ship, and the circumstances under which the same occurred.  | Collisions.                              |

**124** The entries hereby required to be made in official Log Books shall be signed as follows; that is to say, every such entry shall be signed by the Master and by the Mate or some other of the Crew, and every entry of illness, injury, or death shall be also signed by the Surgeon or Medical Practitioner on board, if any; and every entry of Wages or Lay due to or of the sale of the effects of any Seaman or Apprentice who dies shall be signed by the Master and by the Mate and some other member of the Crew; and every entry of Wages or Lay due to any Seaman who enters Her Majesty's Service shall be signed by the Master, and by the Seaman or by the Officer authorised to receive the Seaman into such Service.

*Entries how to be signed.*  
s. 283.

**125** The following offences in respect of official Log Books shall be punishable as herein-after mentioned; that is to say,

*Penalties in respect of official Logs.*  
s. 284.

- (1.) If in any case an official Log Book is not kept as hereby required, or if an entry hereby directed to be made in any such Log Book is not made at the time and in the manner hereby directed, the Master shall for each such offence incur the specific penalty herein mentioned in respect thereof, or where there is no such specific penalty, a penalty not exceeding Five Pounds :
- (2.) Every person who makes or procures to be made or assists in making any entry in any official Log Book in respect of any occurrence happening previously to the arrival of the Ship at her final Port of discharge more than Twenty-four hours after such arrival, shall for each such offence incur a penalty not exceeding Thirty Pounds :
- (3.) Every person who wilfully destroys or mutilates or renders illegible any entry in any official Log Book, or who wilfully makes or procures to be made or assists in making any false or fraudulent entry or omission in any such Log Book, shall for each such offence be deemed guilty of a misdemeanor.

**126** All entries made in any official Log Book as herein-before directed shall be received in evidence in any proceeding in any Court of Justice, subject to all just exceptions.

*Entries in official Logs to be received in evidence.*

**127** In the case of Foreign-going Ships the Master shall, within Forty-eight hours after the Ship's arrival at her final Port of destination in this Colony, or upon the discharge of the Crew, whichever first happens, deliver to the Shipping Master before whom the Crew is dis-

s. 285.  
*Official Logs to be delivered to Shipping Master.*  
s. 286.

*Official Logs.*

charged the official Log Book of the Voyage; and the Master or Owner of every *Australian* Trade Ship, not exclusively employed in trading between Ports or places on the Coasts of this Colony, shall within the period of Twenty-one days after the Thirtieth day of *June* and the Thirty-first day of *December* in every year, or if such period should happen during the currency of any Agreement with the Crew of any such Ship then within Forty-eight hours after the expiration of such Agreement, or the first arrival of the Ship at her final Port of destination in this Colony after such expiration, or upon the discharge of the Crew, whichever first happens, transmit or deliver to some Shipping Master in this Colony the official Log Book for the preceding Half-year or other period since the transmission or delivery of the last preceding official Log Book; and every Master or Owner who refuses or neglects to deliver his official Log Book as hereby required shall incur a penalty not exceeding Five Pounds; and such Shipping Master shall upon delivery of any such official Log Book give to the Master or Owner, as the case may be, a Certificate of such delivery; and no Officer of Customs shall enter inwards any Ship without the production of such Certificate, and such Officer may detain any Ship until the same is produced.

*Legal Procedure.*

Punishment of offences and recovery of penalties.  
s. 518.

*Legal Procedure.*

**128** The offences herein-after mentioned shall be punished and penalties recovered in manner following; that is to say,

- (1.) Every offence by this Act declared to be a misdemeanor shall be punishable by fine or imprisonment, with or without hard labour:
- (2.) Every offence declared by this Act to be a misdemeanor shall also be deemed to be an offence hereby made punishable by imprisonment for any period not exceeding Six months, with or without hard labour, or by a penalty not exceeding One hundred Pounds, and may be prosecuted accordingly in a summary manner instead of being prosecuted as a misdemeanor:
- (3.) Every offence hereby made punishable by imprisonment for any period not exceeding Six months, with or without hard labour, or by any penalty not exceeding One hundred Pounds, shall, unless otherwise specially provided by this Act, be prosecuted summarily before any Two or more Justices of the Peace in the manner directed by *The Magistrates Summary Procedure Act*:
- (4.) In all cases of summary conviction where the sum adjudged to be paid exceeds Five Pounds, or the period of imprisonment adjudged exceeds One month, any person who thinks himself aggrieved by such conviction may appeal therefrom in the mode prescribed by *The Appeals Regulation Act*; and the Court hearing and determining such appeal shall in case of the dismissal of the appeal, or the affirmance of the conviction, order and adjudge the offender to be punished according to the conviction, and shall, if necessary, issue process for enforcing such judgment.

19 Vict. No. 8.

19 Vict. No. 10.

Stipendiary Magistrate to have same power as Two Justices.  
s. 519.  
Any number of

**129** Any Stipendiary Magistrate shall have full power to do alone whatever Two Justices of the Peace are by this Act authorised to do.

**130** Any number of Seamen or Apprentices belonging to the same Ship charged with offences against this Act may be named and included

in one Information or Warrant; and every such Warrant shall, on the back thereof, contain personal descriptions as near as may be of the persons to be apprehended, but no defect in any such description shall invalidate the Warrant.

**131** Service of any Summons or other matter in any legal proceeding under this Act shall be good service if made personally on the person to be served, or at his last place of abode, or if made by leaving such Summons for him on board any Ship to which he may belong, or on board of which he may be, with the person being or appearing to be in command or charge of such Ship.

**132** In all cases where any Court, Justice or Justices of the Peace, or other Magistrate, has or have power to make an Order directing payment to be made of any Seaman's Wages or Lay, penalties, or other sums of money, then, if the party so directed to pay the same is the Master or Owner of a Ship, and the same is not paid at the time and in manner prescribed in the Order, the Court, Justice or Justices, or other Magistrate who made the Order, may, in addition to any other powers they or he may have for the purpose of compelling payment, direct the amount remaining unpaid to be levied by distress and sale of the said Ship, her tackle, furniture, and apparel.

**133** Any Court, Justice, or Magistrate imposing any penalty under this Act, for which no specific application is herein provided, may, if it or he thinks fit, direct the whole or any part thereof to be applied in compensating any person for any wrong or damage which he may have sustained by the act or default in respect of which such penalty is imposed, or to be applied in or towards payment of the expenses of the proceedings; and, subject to such directions or specific application as aforesaid, all penalties recovered shall be paid into the Colonial Treasury, and shall form part of the General Revenue.

**134** The time for instituting summary proceedings under this Act shall be limited as follows; that is to say,

- (1.) No Conviction for any offence shall be made under this Act in any summary proceeding unless such proceeding is commenced within Six months after the commission of the offence; or, if both or either of the parties to such proceeding happen during such time to be out of this Colony, unless the same is commenced within Two months after they both first happen to arrive or to be at one time within the same:
- (2.) No Order for the payment of money shall be made under this Act in any summary proceeding unless such proceeding is commenced within Six months after the cause of complaint arises; or, if both or either of the parties happen during such time to be out of this Colony, unless the same is commenced within Six months after they both first happen to arrive at one time within the same:

And no provision contained in any other Act for limiting the time within which summary proceedings may be instituted shall affect any summary proceeding under this Act.

**135** Any document, required by this Act to be executed in the presence of or to be attested by any witness or witnesses, may be

*Legal Procedure.*

offenders may be included in one Warrant.

Warrants to contain personal descriptions.

Service to be good if made personally, or on board Ship. S. 522.

Sums ordered to be paid leviable by distress on Ship. S. 523.

Application of penalties. S. 524.

Limitation of time in summary proceedings. S. 525.

Document proved without calling

*Legal Procedure.*  
attesting Witness.  
s. 526.

proved by the evidence of any person who is able to bear witness to the requisite facts, without calling the attesting witness or witnesses or any of them.

Proof of Agree-  
ments which have  
been lost or  
destroyed.

**136** If in any legal proceeding under this Act it is made to appear to the satisfaction of the Court upon the oath of the Master of any Ship that the Agreement with the Crew of such Ship has been lost or destroyed, it shall be lawful for the Court to receive a copy of such Agreement or such other secondary evidence of the contents or purport thereof and of the signatures thereto as the Court deems sufficient as *prima facie* proof of such Agreement and signatures.

*Miscellaneous.*

This Act partly  
in execution of  
power conferred  
by Sec. 288 of  
*The Merchant  
Shipping Act,*  
1854.

**137** So far as any of the provisions contained in the Third Part of *The Merchant Shipping Act*, 1854, are by this Act applied or adapted to Ships registered or being in this Colony, such provisions are so applied and adapted in pursuance of the authority in that behalf conferred on the Legislature of this Colony by Section 288 of *The Merchant Shipping Act*, 1854.

*Miscellaneous.*

Repeal of Acts  
mentioned in the  
Schedule (13).  
Schedule (13).

**138** On and after the day on which this Act commences and takes effect, the Acts and parts of Acts of Council and of the Parliament of *Tasmania* set forth in the Schedule (13), to the extent to which such Acts and parts of Acts are therein expressed to be repealed, shall be hereby repealed :

Provided that such repeal shall not affect—

- (1.) Anything duly done before this Act commences and takes effect :
- (2.) Any liability accruing before this Act commences and takes effect :
- (3.) Any penalty, forfeiture, or other punishment incurred or to be incurred in respect of any offence committed before this Act commences and takes effect :
- (4.) The institution of any investigation or legal proceeding, or any other remedy for ascertaining, enforcing, or recovering any such liability, penalty, forfeiture, or punishment as aforesaid :
- (5.) Any Appointment, Bye-law, Regulation, or Licence duly made or granted under any Enactment hereby repealed, and subsisting at the time when this Act commences and takes effect ; and the same shall continue in force, but shall be subject to such provisions of this Act as are applicable thereto respectively.

Commencement  
of Act.  
Exemption as to  
Ships then at Sea.

**139** This Act shall commence and take effect on the First day of *January*, 1860 : Provided, that every Ship which is out of the Jurisdiction of this Colony at the time of the commencement of this Act, and the Owner, Master, and Crew thereof, shall be exempt from the operation thereof until such Ship comes within such Jurisdiction ; and all offences committed by the Owner, Master, or Crew of such Ship, and matters happening or arising in respect of such Ship before she comes within such Jurisdiction, shall be dealt with as if this Act had not been passed, but such exemption shall not continue beyond the Thirty-first day of *December*, 1860.

**140** Nothing in this Act contained shall invalidate any Agreement with a Ship's Crew lawfully made before the commencement of this Act and subsisting at the time of such commencement ; and any such Agreement, notwithstanding anything to the contrary in this Act contained, shall continue in force until lawfully determined, and shall be deemed to have been made under this Act, and the provisions of this Act shall be applicable to such Agreement, so far as the same can be applied, as if such Agreement had been made under such provisions ; and if, during the continuance of any such Agreement, the Master engages single Seamen in this Colony, such Seamen may sign such Agreement, and it shall not be necessary for them to sign an Agreement in accordance with the provisions of this Act.

*Miscellaneous.*  
—  
Saves existing  
Agreements  
with Ships' Crews.

**141** In referring to this Act it shall be sufficient to use the expression *The Merchant Seamen Act.* Short title.



## SCHEDULE.

### (1.)

#### *FEES to be charged for Matters transacted at Shipping Offices.*

Sect. 8.

#### 1. ENGAGEMENT OR DISCHARGE OF CREWS OF SHIPS, OTHER THAN SHIPS EMPLOYED IN THE WHALE FISHERY.

	£	s.	d.		£	s.	d.
In Ships under 60 Tons ...	0	5	0	In Ships 700 to 800 Tons...	2	14	0
60 to 100 „ ....	0	10	0	800 to 900 „ ...	3	0	0
100 to 200 „ ....	0	18	0	900 to 1000 „ ...	3	6	0
200 to 300 „ ....	1	4	0	Above 1000 „ ...	3	12	0
300 to 400 „ ....	1	10	0	And so on for Ships of larger Tonnage,			
400 to 500 „ ....	1	16	0	adding for every 100 Tons above 1000,			
500 to 600 „ ....	2	2	0	Six Shillings.			
600 to 700 „ ....	2	8	0				

#### 2. ENGAGEMENT OR DISCHARGE OF CREWS OF SHIPS EMPLOYED IN THE WHALE FISHERY.

Two Shillings and Sixpence for each Seaman.

#### 3. ENGAGEMENT OR DISCHARGE OF SEAMEN SEPARATELY.

Two Shillings and Sixpence for each.

### (2.)

Sect. 9.

#### *SUMS to be deducted from Wages and Lays by way of partial Repayment of above Fees (1.)*

1. IN RESPECT OF ENGAGEMENTS AND DISCHARGES OF CREWS, UPON EACH ENGAGEMENT AND EACH DISCHARGE.	s.	d.	2. IN RESPECT OF ENGAGEMENTS AND DISCHARGES OF SEAMEN SEPARATELY, UPON EACH ENGAGEMENT AND EACH DISCHARGE.
From Wages or Lay of any Mate,			
Purser, Engineer, Surgeon, Navigator, Carpenter, Shipkeeper, Boatsteerer, Steward, or Cook .....	1	6	
„ all others except Apprentices .....	1	0	One Shilling.

### (3.)

Sect. 21.

#### *REGULATIONS for maintaining Discipline.*

THESE Regulations are sanctioned, but not universally required, by Law. All or any of them may be adopted by agreement between a Master and his Crew, and thereupon the offences specified in such of them as are so adopted will be legally punishable by the appropriate fines or punishments. These Regulations are all numbered, and the numbers of such of them as are adopted must be inserted in the place left for that purpose in the Agreement, and a copy of these Regulations must be made to correspond with the Agreement, by erasing such of the Regulations as are not adopted, and must then be attached to and kept with the Agreement, which the Master of the ship takes to sea with him. The signature or initials of the Shipping Master before whom the Agreement is made must be placed opposite such of the Regulations as are adopted.

For the purpose of legally enforcing any of the following penalties, a statement of the offence must, immediately after its commission, be entered in the official

Log Book by the direction of the Master, and must at the same time be attested to be true by the signatures of the Master and the Mate, or one of the Crew; and a copy of such entry must be furnished, or the same must be read over to the offender, before the ship reaches any Port, or departs from the Port at which she is; and an entry that the same has been so furnished or read over, and of the reply, if any, of the offender, must be made and signed in the same manner as the entry of the offence. If the punishment is a fine, these entries must upon discharge of the offender be shown to the Shipping Master before whom the offender is discharged, and if he is satisfied that the offence is proved, and that the entries have been properly made, the fine must be deducted from the offender's wages or lay, and paid over to the Shipping Master.

If, in consequence of subsequent good conduct, the Master thinks fit to remit or reduce any fine upon any member of his Crew, which has been entered in the Log, and signifies the same to the Shipping Master, the fine shall be remitted or reduced accordingly. If wages are contracted for by the voyage, or the Crew are paid by lays, the amount of the fines is to be ascertained in the manner in which the amount of forfeiture is ascertained in similar cases under Section 106.

	<i>Offence.</i>	<i>Amount of Fine or Punishment.</i>	<i>Shipping Master's Signature or Initials.</i>
1.	Not being on board at the time fixed by the Agreement .....	Two days' pay.	
2.	Not returning on board at the expiration of leave .....	One day's pay.	
3.	Insolence or contemptuous language or behaviour towards the Master or any Mate ....	One day's pay.	
4.	Striking or assaulting any person on board or belonging to the ship .....	Two days' pay.	
5.	Quarrelling or provoking to quarrel .....	One day's pay.	
6.	Swearing or using improper language .....	One day's pay.	
7.	Bringing or having on board spirituous liquors .....	Three days' pay.	
8.	Drunkenness, first offence .....	Two days' half allowance of provisions.	
	Ditto, second offence .....	Two days' pay.	
9.	Neglect on the part of the Officer in charge of the Watch to place the look-out properly .....	Two days' pay.	
10.	Sleeping or gross negligence while on the look-out .....	Two days' pay.	
11.	Not extinguishing lights at the times ordered	One day's pay.	
12.	Smoking below .....	One day's pay.	
13.	Neglecting to bring up, open out, and air bedding when ordered .....	Half-a-day's pay	
14.	(For the Cook)—Not having any meal of the Crew ready at the appointed time .....	One day's pay.	
15.	Interrupting Divine Service by indecorous conduct .....	One day's pay.	
16.	Not being cleaned and washed on Sundays ...	One day's pay.	
17.	Washing clothes on a Sunday .....	One day's pay.	
18.	Secreting contraband goods on board with intent to smuggle .....	One month's pay.	
19.	Destroying or defacing the copy of the Agreement which is made accessible to the Crew .....	One day's pay.	
20.	If any Officer is guilty of any act or default which is made subject to a fine, he shall be liable to a fine of twice the number of days' pay which would be exacted for a like act or default from a Seaman; and such fine shall be paid and applied in the same manner as other fines.		

[Signed]

Shipping Master.

(4.)

AGREEMENT FOR FOREIGN-

(Other than a Ship employed

Name of Ship.	Official Number.	Port of Registry.	Port No., and Date of Register.	Registered Tonnage.

Scale of Provisions to be allowed and served out to the Crew during the Voyage.									
	Bread, lb.	Beef, lb.	Pork, lb.	Flour, lb.	Peas, pint.	Tea, oz.	Coffee, oz.	Sugar, oz.	Water, qts.
Sunday . . . .									
Monday . . . .									
Tuesday . . . .									
Wednesday . . . .									
Thursday . . . .									
Friday . . . . .									
Saturday . . . .									

4 Here any Stipulation for changes or substitution of one article for another may be inserted.

THE several Persons whose Names are hereto subscribed, and engaged as Sailors, hereby agree to serve on board the said on a Voyage from <sup>1</sup>

For Example—from Hobart Town to Point de Galle in the Indian Ocean, or China Seas, trading backwards and Discharge in this Colony. Voyage not to exceed Two Years.

And the said Crew agree to conduct themselves in an in their respective duties, and to be obedient to the lawful him, and of their Superior Officers, in everything relating to or on shore : In consideration of which services to be duly the sums against their names respectively expressed, and to sup-agreed, that any embezzlement or wilful or negligent destruc-Owner out of the wages of the person guilty of the same : And incompetent to perform, his wages shall be reduced in propor-maintaining Discipline contained in the Schedule (3) to *The* hereto are numbered <sup>2</sup> inclusive, are adopted by the Parties hereto, and shall be any member of the Crew considers himself to be aggrieved to the Master or Officer in charge of the Ship in a quiet and require : And it is also agreed, that <sup>3</sup>

For Example—that Spirits shall only be given to the be considered the Ship's full complement of Crew, and that

In witness whereof the said Parties have subscribed their  
Signed by Master on the  
In the presence of

Signatures of Crew. Christian and Surnames at full length.	Age.	Place of Birth.	Ship in which he last served, Official Number, and Port she belonged to.	Place and Date of Discharge from such Ship.

PLACE FOR SIGNATURES AND

Note.—Here the Entries are to be made as above, except that if the Substitute is engaged abroad where there is no Shipping substituted for that of

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ACCOUNT OF

Note.—Any erasure, interlineation, or alteration in this Agreement, except in the case of Substitutes, will be void unless attested by some Shipping Master, Justice, Officer of Customs, Consul, or Vice-Consul, to be made with the consent of the persons interested.

This Agreement must be delivered to the Shipping Master within Forty-eight hours after the Ship's arrival at her final Port of destination in this Colony.

Christian and Surnames of the Apprentices at full length.	Date of Registry of Indenture.

\* A Copy of this Agreement, omitting the Signatures, is required to be made accessible to the Crew by The Discipline have under Section 21 been agreed to, a Copy of the Regulations is added, and the Two together



(4.)

Sect. 22.

GOING SHIP\*

COPY.

*in the Whale Fishery.*)

Name of Master.	Place and Date of first Signature of Agreement, including name of Shipping Office.

Executed in

Folio

whose Descriptions are contained below, and of whom are Ship in the several capacities expressed against their respective Names,

*in the Island of Ceylon, and from thence to any other Port or Ports forwards in any succession until the said Ship's return to and final Port of*

orderly, faithful, honest, and sober manner; and to be at all times diligent commands of the said Master, or of any person who may lawfully succeed the said Ship and the stores and cargo thereof, whether on board, in boats, performed, the said Master hereby agrees to pay to the said Crew as wages ply them with provisions according to the annexed Scale: And it is hereby tion of any part of the Ship's cargo or stores shall be made good to the if any person enters himself as qualified for a duty which he proves tion to his incompetency: And it is also agreed, that the Regulations for *Merchant Seamen Act*, which in the Copy of such Regulations annexed

considered as embodied in this Agreement: And it is also agreed, that if by any breach of the Agreement or otherwise, he shall represent the same orderly manner, who shall thereupon take such steps as the case may

*Crew at the discretion of the Master, and that Twelve persons all told shall any above that number shall be considered extra hands.*

Names hereto, on the days against their respective Signatures mentioned.

day of 18 .  
Shipping Master.

(<sup>1</sup>) Here the Voyage is to be described and the places named at which the Ship is to touch, or, if that cannot be done, the general nature and probable length of the Voyage is to be stated.

(<sup>2</sup>) Here are to be inserted the Numbers, if any, of the Regulations for preserving Discipline contained in the Schedule (<sup>3</sup>) to *The Merchant Seamen Act*, which the parties agree to adopt. If any of them are so adopted, a Copy of the Regulations is to be kept annexed to the Agreement.

(<sup>3</sup>) Here any other Stipulations may be inserted to which the parties agree, and which are not contrary to Law.

(<sup>5</sup>) The authority of the Owner or Agent for the Allotments mentioned below is in my possession.

*Shipping Master.*

(<sup>5</sup>) This is to be filled up if such an authority has been produced.

Place and Date of Entry in this Ship.	In what Capacity engaged.	Time at which he is to be on board.	Amount of Wages per Month, or Voyage.			Amount of Wages advanced on Entry.			Amount of Monthly Allotment.			Shipping Master's Signature or Initials.	Shipping Office.
			£	s.	d.	£	s.	d.	£	s.	d.		

DESCRIPTION OF SUBSTITUTES.

*Master, the Signature of the Officer of Customs, Consul or Vice-Consul, or Witness before whom the Man is engaged is to be the Shipping Master.*

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APPRENTICES ON BOARD.

Port at which Indenture was registered.	Date of Registry of Assignment, if any.	Port at which Assignment, if any, was registered.

I declare to the truth of the Entries in this Agreement, delivered to the Shipping Master at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 18 .

*Master.*

Merchant Seamen Act, Section 32. When by the terms of the Agreement any of the Regulations for maintaining constitute the Copy of Agreement to be made accessible.

AGREEMENT FOR FOREIGN-  
(Being a Ship employed

Name of Ship.	Official Number.	Port of Registry.	Port No., and Date of Register.	Registered Tonnage.

Scale of Provisions to be allowed and served out to the Crew during the Voyage.										
	Bread, lb.	Beef, lb.	Pork, lb.	Flour, lb.	Peas, pint.	Tea, oz.	Coffee, oz.	Sugar, oz.	Water, qts.	
Sunday ....										
Monday ....										
Tuesday ....										
Wednesday .										
Thursday ...										
Friday ....										
Saturday ..										

4 Here any Stipulation for changes or substitution of one article for another may be inserted.

THE several persons whose names are hereto subscribed, and engaged as Sailors, hereby agree to serve on board the said on a Voyage from<sup>1</sup>

For Example—from Hobart Town to such places on him shall require, for the purpose of killing Whales and trying during the full term of Fifteen Months, if so long required,

And the said Crew agree to conduct themselves in an in their respective duties, and to be obedient to the lawful him, and of their Superior Officers, in everything relating to or on shore: In consideration of which services to be duly per- and] Lays of Oil and Whalebone against their names respec- annexed Scale: And it is hereby agreed, that any embezzle- stores shall be made good to the Owner out of the [Wages himself as qualified for a duty which he proves incompetent incompetency: And it is also agreed, that the Regulations Seamen Act, which in the Copy of such Regulations annexed inclusive, are adopted by the Parties hereto, and shall be if any Member of the Crew considers himself to be aggrieved same to the Master or Officer in charge of the Ship in a quiet require: And it is also agreed that<sup>3</sup>

For Example—in case any Member of the Crew on any is fully ended, he shall forfeit the whole of his said [Wages kind under this Agreement or otherwise; and that absence shall be deemed a desertion, and shall render the person the close of the said term hereby engaged for, and so soon as

has been ascertained, and is ready for exportation, whether actually landed at its final port of exportation or not, the Whalebone at the rate of for every Imperial Tun of marketable Black Oil, for every of marketable Whalebone, and the said Crew agree to accept payment for such Lays at such rates as aforesaid in lieu agreed, nevertheless, that out of the [Wages and] Lay to which any Member of the Crew is entitled the said Master may clothing, slops, or tobacco, or in provisions required by him in addition to the quantities mentioned in the annexed Scale agreed, that in every case the said Crew shall, if required so to do, be bound to assist in the actual shipment of all such for the purpose of being so shipped, and that the said term so engaged for under this Agreement shall not be deemed com- Provided also, that it shall be lawful for the said Master at any time, or from time to time, during the said term hereby or Ports, for the purpose of being there shipped for exportation, all or any of the Oil or Whalebone which has been then shall not be thereby determined: And it is hereby further declared and agreed, that the landing of such Oil or Whalebone any Lay in the said Oil or Whalebone until the said term so engaged for under this Agreement is completed, and the total Provided also, and it is hereby further declared and agreed, that it shall be lawful for the said Master at any time, or cation, and of his own authority, to mate or join with the Master and Crew of any other Ship engaged in the Whale engaged for; and that if the said Master so mates or joins with the Master and Crew of any other such Ship, the said Oil and Whalebone upon and in respect of the share of Oil and Whalebone to which the said Master and his Crew is other Ship with whom the said Master so mates or joins, and not upon the Oil and Whalebone which, during the period of only: And lastly, the said Crew agree to unlade, repair, refit, relade, and restow the said Ship when in Port for that

In witness whereof the said Parties have subscribed their names hereto, on the days against their respective  
Signed by \_\_\_\_\_ Master on the \_\_\_\_\_ day of \_\_\_\_\_ 18 \_\_\_\_ . In the presence of \_\_\_\_\_

Signature of Crew. Christian and Surnames at full length.	Age.	Place of Birth.	Ship in which he last served, Official Number, and Port she belonged to.	Place and Date of Discharge from such Ship.	Place and Date of Entry in this Ship.

PLACE FOR SIGNATURES AND

Note.—Here the Entries are to be made as above, except that if the Substitute is engaged abroad where there is no Shipping substituted for that of

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ACCOUNT OF

Note.—Any erasure, interlineation, or alteration in this Agreement, except in the case of Substitutes, will be void unless attested by some Shipping Master, Justice, Officer of Customs, Consul, or Vice-Consul, to be made with the consent of the persons interested.

This Agreement must be delivered to the Shipping Master within Forty-eight hours after the Ship's arrival at her final Port of destination in this Colony.

Christian and Surnames of the Apprentices at full length.	Date of Registry of Indenture.

\* A Copy of this Agreement, omitting the Signatures, is required to be made accessib Regulations for maintaining Discipline have under Section 21 been agreed to, a Coy

(5.)

Sect. 22.

GOING SHIP\*

COPY.

in the Whale Fishery.)

Name of Master.	Place and Date of first Signature of Agreement, including name of Shipping Office.

Executed in

Folio

whose descriptions are contained below, and of whom are Ship in the several capacities expressed against their respective names,

the High Seas as the said Master or any Person who may lawfully succeed down the same, and obtaining and preserving the Whalebone thereof, to be computed from the date of this Agreement.

orderly, faithful, honest, and sober manner; and to be at all times diligent commands of the said Master, or of any person who may lawfully succeed the said Ship and the stores and cargo thereof, whether on board, in boats, formed, the said Master hereby agrees to pay to the said Crew the [Wages tively expressed, and to supply them with provisions according to the ment or wilful or negligent destruction of any part of the Ship's cargo or and] Lay of the person guilty of the same: And if any person enters to perform, his [Wages and] Lay shall be reduced in proportion to his for maintaining Discipline contained in the Schedule (3) to *The Merchant* hereto are numbered<sup>2</sup> considered as embodied in this Agreement: And it is also agreed, that by any breach of the Agreement or otherwise, he shall represent the and orderly manner, who shall thereupon take such steps as the case may

pretence deserts from the said Ship before the said term hereby engaged for and] Lay of Oil and Whalebone, and all right to remuneration of any from the said Ship for more than Twelve Hours, without lawful excuse, absenting himself liable to such forfeiture: And it is hereby agreed, that at the quantity of Oil and Whalebone procured by the said Ship and Crew said Master shall pay for the said Lays of the said Crew in such Oil and Imperial Tun of marketable Sperm Oil, and for every Ton of all other compensation whatsoever for the same: It being understood and deduct all advances previously made to such Member of the Crew in money, and supplied to him accordingly: Provided, and it is hereby expressly Oil and Whalebone, and in conveying the same to the Port of plete until such conveyance and shipment, if so required, has been effected: engaged for, to land at the Port of , or at any other Port obtained, and that this Agreement, or the said term hereby engaged for, shall not entitle the said Crew, or any of them, to receive [any Wages or] quantity of Oil and Whalebone obtained during the said term is ascertained: from time to time, during the continuance of this Agreement, at his dis-Fishery for all or any part of the then residue of the said term hereby Crew whose names are hereto subscribed shall take and accept their Lays of entitled under the division between them and the Master and Crew of such such mating or joining, may be taken by the said Master and his Crew purpose during the continuance of the said term hereby engaged for.

Signatures mentioned.

Shipping Master.

(<sup>1</sup>) Here the Voyage is to be described and the places named at which the Ship is to touch, or, if that cannot be done, the general nature and probable length of the Voyage is to b stated.

(<sup>2</sup>) Here are to be inserted the Numbers, if any, of the Regulations for preserving Discipline contained in the Schedule (3) to *The Merchant Seamen Act*, which the parties agree to adopt. If any of them are so adopted, a Copy of the Regulations is to be kept annexed to the Agreement.

(<sup>3</sup>) Here any other Stipulations may be inserted to which the parties agree, and which are not contrary to Law.

(<sup>4</sup>) The authority of the Owner or Agent for the Allotments mentioned below is in my possession.

Shipping Master.

(<sup>5</sup>) This is to be filled up if such an authority has been produced.

In what Capacity engaged.	Time at which he is to be on board.	Amount of Wages per Month or Voyage.			Lay.			Amount advanced on Entry.	Amount of Monthly Allotment.	Shipping Master's Signature or Initials.	Shipping Office.
		£	s.	d.	Sperm Oil.	Black Oil.	Whalebone.				

DESCRIPTION OF SUBSTITUTES.

Master, the Signature of the Officer of Customs, Consul or Vice-Consul, or Witness before whom the Man is engaged is to be the Shipping Master.

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APPRENTICES ON BOARD.

Port at which Indenture was registered.	Date of Registry of Assignment, if any.	Port at which Assignment, if any, was registered.

I declare to the truth of the Entries in this Agreement, delivered to the Shipping Master at the day of 18

Master.

to the Crew by The Merchant Seamen Act, Section 32. When by the terms of the Agreement any of the Regulations is added, and the Two together constitute the Copy of Agreement to be made accessible.

(6.)

AGREEMENT FOR

Name of Ship.	Official Number.	Port of Registry.	Port No., and Date of Register.	Registered Tonnage.

Scale of Provisions to be allowed and served out to the Crew during the Voyage.									
	Bread, lb.	Beef, lb.	Pork, lb.	Flour, lb.	Peas, pint.	Tea, oz.	Coffee, oz.	Sugar, oz.	Water, qts.
Sunday . . . .									
Monday . . . .									
Tuesday . . . .									
Wednesday . .									
Thursday . . . .									
Friday . . . . .									
Saturday . . . .									

<sup>4</sup> Here any Stipulation for changes or substitution of one article for another may be inserted.

THE several Persons whose Names are hereto subscribed, and engaged as Sailors, hereby agree to serve [for the Term of Names on board the said Ship which is to be employed<sup>1</sup>

For Example—in trading between the Port of Hobart

And the said Crew agree to conduct themselves in an in their respective duties, and to be obedient to the lawful him, and of their Superior Officers, in everything relating to or on shore : In consideration of which services to be duly the sums against their names respectively expressed, and to sup-agreed, that any embezzlement or wilful or negligent destruc-Owner out of the wages of the person guilty of the same: And incompetent to perform, his wages shall be reduced in propor-maintaining Discipline contained in the Schedule (3) to *The* hereto are numbered<sup>2</sup> inclusive, are adopted by the Parties hereto, and shall be any member of the Crew considers himself to be aggrieved to the Master or Officer in charge of the Ship in a quiet and require : And it is also agreed, that<sup>3</sup>

In witness whereof the said Parties have subscribed their  
 Signed by \_\_\_\_\_ Master on the  
 \_\_\_\_\_ In the presence of

Signatures of Crew. Christian and Surnames at full length.	Age.	Place of Birth.	Ship in which he last served, Official Number, and Port she belonged to.	Place and Date of Discharge from such Ship.

PLACE FOR SIGNATURES AND

*Note.*—Here the Entries are to be made as above, except that if the Substitute is engaged abroad where there is no Shipping Master, Shipping

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ACCOUNT OF

*Note.*—These Entries are to be filled up before the

Christian and Surnames of the Apprentices at full length.	Date of Registry of Indenture.

*Note.*—Any erasure, interlineation, or alteration in this Agreement, except in the case of Substitutes, will be void unless attested by some Shipping Master, Justice, Officer of Customs, Consul, or Vice-Consul, to be made with the consent of the persons interested.

This Agreement must be delivered to some Shipping Master in this Colony within Forty-eight hours after the expiration of the Agreement, &c., according to circumstances.

\* A Copy of this Agreement, omitting the Signatures, is required to be made accessible to the Crew by The Discipline have under Section 21 been agreed to, a Copy of the Regulations is added, and the Two together

(6)

Sect. 22.

AUSTRALIAN TRADE SHIP\*

COPY.

Name of Master.	Place and Date of first Signature of Agreement, including name of Shipping Office.

Executed in

Folio

whose Descriptions are contained below, and of whom are ] in the several capacities expressed against their respective

Town and the Port of Sydney, in the Colony of New South Wales.

orderly, faithful, honest, and sober manner; and to be at all times diligent commands of the said Master, or of any person who may lawfully succeed the said Ship and the stores and cargo thereof, whether on board, in boats, performed, the said Master hereby agrees to pay to the said Crew as wages ply them with provisions according to the annexed Scale: And it is hereby tion of any part of the Ship's cargo or stores shall be made good to the if any person enters himself as qualified for a duty which he proves tion to his incompetency: And it is also agreed, that the Regulations for Merchant Seamen Act, which in the Copy of such Regulations annexed

considered as embodied in this Agreement: And it is also agreed, that if by any breach of the Agreement or otherwise, he shall represent the same orderly manner, who shall thereupon take such steps as the case may

Names hereto, on the days against their respective Signatures mentioned.

day of 18 .  
Shipping Master.

(1) Here the probable nature of the Ship's employment for the Term engaged for, or the nature of the Voyage, is to be stated.

(2) Here are to be inserted the Numbers, if any, of the Regulations for preserving Discipline contained in the Schedule (3) to *The Merchant Seamen Act*, which the parties agree to adopt. If any of them are so adopted, a Copy of the Regulations is to be kept annexed to the Agreement.

(3) Here any other Stipulations may be inserted to which the parties agree, and which are not contrary to Law.

(4) The authority of the Owner or Agent for the Allotments mentioned below is in my possession.

Shipping Master.

(5) This is to be filled up if such an authority has been produced.

Place and Date of Entry in this Ship.	In what Capacity engaged.	Time at which he is to be on board.	Amount of Wages per Month, or Voyage.			Amount of Wages advanced on Entry.			Amount of Monthly Allotment.			Shipping Master's Signature or Initials.	Shipping Office.
			£	s.	d.	£	s.	d.	£	s.	d.		

DESCRIPTION OF SUBSTITUTES.

the Signature of the Officer of Customs, or Witness before whom the Man is engaged is to be substituted for that of the Master.

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APPRENTICES ON BOARD.

Agreement is delivered to any Officer of Customs abroad.

Port at which Indenture was registered.	Date of Registry of Assignment, if any.	Port at which Assignment, if any, was registered.

I declare to the truth of the Entries in this Agreement, delivered to the Shipping Master at the day of 18 .

Master [or Owner].

(7.)

Sect. 26.

64

*ACCOUNT of Changes in the Crew of Foreign-going Ship,*

BEFORE FINAL DEPARTURE FROM THIS COLONY.

Name of Ship.	Official Number.	Port of Registry.	Port No., and Date of Register.	Registered Tonnage.	Name of Master.

SEAMEN WHO HAVE DIED, DESERTED, OR OTHERWISE LEFT THE SHIP.						SUBSTITUTES.						
Christian and Surnames at full length.	Age.	Place of Birth.	Name of last Ship and Port she belonged to.	Place and Date of Death, Desertion, or leaving this Ship.	Occasion of Absence.	Christian and Surnames at full length.	Age.	Place of Birth.	Name and Official Number of last Ship.	Place and Date of Discharge from last Ship.	Place and Date of Entry in this Ship.	Capacity in which engaged.

Dated at    this    day of    18    .

[Signed]

, Master.

NOTE.—If any change in the Crew takes place between the first engagement thereof and the final departure of the Ship from this Colony, this Account must be filled up and delivered or sent to the Shipping Master at the nearest Port before such departure.

23° VICTORIAE. No. 7.

(8.)

Sect. 29.

*ATTESTATION of Alteration of Agreement.*

I hereby attest, that the erasure [or interlineation or alteration, as the case may be] to the effect [here specify the effect of the erasure, interlineation, or alteration] contained in lines and of the within-written Agreement has this day of been consented to in my presence by all the [or if the erasure, interlineation, or alteration affects only some of the Parties, name them] Parties to the said Agreement.

Dated at this day of 18 .

[Signed]

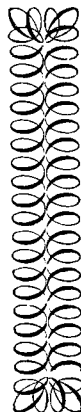
[Here state nature of Office.]

(9.)

Sect. 34.

SEAMAN'S ALLOTMENT NOTE.

No. of Note .....  
 Date of Note .....  
 Name of Seaman .....  
 Ship .....  
 Official Number .....  
 of .....  
 for .....  
 Master .....  
 Amount of (Monthly) Allowance .....



No. , dated at the day of 18 ,  
 pay the sum of pounds shillings and pence,  
 part of the wages of engaged to serve as  
 in the Ship , Official Number , now bound on a  
 Voyage to , to his (a)  
 and continue to make such payment [monthly,] unless it is made to appear  
 that he is not duly earning his wages. (b)  
 To : [Signed] , Master. (c)  
 Payable at : [Signed] , Seaman.  
 Witness , Shipping Master.

(a) Here insert the word "Wife," "Sister," or other name of relationship or description. In case of a Wife the Marriage Certificate must be produced, if required, when payment is demanded.  
 (b) Security for repayment in case of desertion, if required, is to be given by the Seaman when this Allotment Note is granted.  
 (c) If the Owner or Agent give this Note, this must be altered accordingly.

ON the back of the Note is printed as follows:—

RECEIVED ON THE WITHIN-WRITTEN NOTE.

Date.	Sum received.			Signature of Payee.
	£	s.	d.	

## ACCOUNT of Wages or Lay.

Name and Official Number of Ship.	Port of Registry.	Tonnage.	Name of Master.	Description of Voyage or Engagement.

Name of Seaman.	Place of Birth.	Capacity.	Place and Date of Entry.	Place and Date of Discharge.	Rate of Wages or Lay.

CREDITOR.	AMOUNT.		
	£	s.	d.
	Wages ..		
Lay ..			
For ..			
Deductions .....			
Balance due .....			
DEBTOR.	AMOUNT.		
	£	s.	d.
Advance .....			
Allotment .....			
Fines and Forfeitures .....			
Total Deductions ..			

Dated this                  day of                  18 .

[Signed]

, Master.

NOTE.--One of these Forms must be filled up and delivered to the Shipping Master before the Seaman is paid off or discharged, and no deduction will be allowed unless duly inserted.



(11.)

Sect. 38.

*CERTIFICATE of Discharge.*

Name and Official Number of Ship.	Port of Registry.	Tonnage.	Description of Voyage or Employment.	Name of Seaman.	Place of Birth.	Capacity.	Place and Date of Entry.	Place and Date of Discharge.

I certify that the above particulars are correct, and that the above-mentioned Seaman was discharged accordingly.

Dated this                    day of                    18                    .

[Countersigned]

, Seaman.

[Signed]

, Master.

Dated at                    , and given to the above-named Seaman in my presence, this

                  day of                    18                    .

[Signed]

[Here state nature of Office.]

NOTE.— One of these Forms must be filled up and delivered to every Seaman who is discharged.

23° VICTORIAE. No. 7.

*RELEASE at the Termination of a Voyage or Engagement.*

Name and Official Number of Ship.	Port of Registry.	Tonnage.	Name of Master.	Name of Owner.	Description of Voyage or Engagement.	Place and Date of Commencement of Voyage or Engagement.	Place and Date of Termination of Voyage or Engagement.

WE, the undersigned Members of the Crew of the said Ship, do hereby release the said Ship, and the Master and Owners thereof, from all Claims for [Wages or Lays] or otherwise in respect of the above-mentioned [Voyage or Engagement]; And I, the [Master or Owner] do hereby release the said Crew from all Claims in respect of the said [Voyage or Engagement].

Dated at            the            day of            18    .            [Signed]            , [Master or Owner].

No.	SIGNATURES OF CREW.	No.	SIGNATURES OF CREW.
1		7	
2		8	
3		9	
4		10	
5		11	
6		12	

I attest the execution of the above Release in my presence            , Shipping Master.

(13.)

Sect. 138.

*ACTS and Parts of Acts to be repealed.*

<i>Reference to Act.</i>	<i>Title of Act.</i>	<i>Extent of Repeal.</i>
8 Wm. 4, No. 10.	An Act for extending to <i>Van Diemen's Land</i> the provisions of a Statute passed to consolidate and amend the Laws relating to Merchant Seamen.	The whole Act.
2 Vict. No. 2.	An Act to consolidate and amend the Laws for the Regulation and Protection of the Whale Fisheries.	The whole Act.
2 Vict. No. 22.	An Act to regulate the Police in certain Towns and Ports within the Island of <i>Van Diemen's Land</i> , and to make more effectual provision for the Preservation of the Peace and good Order throughout the said Island and its Dependencies generally.	Sections 54, 55, 56, and 57.
11 Vict. No. 2.	An Act to prevent the Practice of Crimping.	The whole Act.
12 Vict. No. 10.	An Act to render more effectual Provision made by certain Acts of Council of this Island for the Punishment of Seamen guilty of Insubordination, and preventing the Practice of Crimping.	The whole Act.
16 Vict. No. 14.	An Act for extending certain Provisions of <i>The Mercantile Marine Act, 1850</i> , in certain cases, to Vessels registered in this Colony, and the Owners, Masters, Mates, and Crews thereof.	The whole Act.
19 Vict. No. 21.	An Act to enable the Governor of <i>Tasmania</i> to establish Shipping Offices, and to appoint Shipping Masters, in accordance with the provisions of <i>The Merchant Shipping Act, 1854</i> .	The whole Act.
21 Vict. No. 16.	An Act to establish Marine Boards, and to vest in such Boards the general Control and Management of Ports, Pilots, Lighthouses, and other Matters relating to Navigation.	Section 67.

