CHAPTER 41.

An Act to amend the Merchant Shipping Acts, 1854 to 1880, with respect to fishing vessels and apprenticeship to the sea fishing service and otherwise.

[25th August 1883.]

WHEREAS the enactments of the Merchant Shipping Acts, 1854 to 1880, with respect to fishing vessels, require amendment, and it is desirable to make further provision for the encouragement and regulation of the fishing trade:

And whereas it is expedient to amend the Acts relating to merchant shipping in certain particulars:

Be it therefore enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

Title and construction of the Act.

1. This Act may be cited as the Merchant Shipping (Fishing Boats) Act, 1883.

This Act and the Merchant Shipping Acts, 1854 to 1880, the Merchant Shipping (Colonial) Act, 1869, and the Merchant Shipping (Colonial Inquiries) Act, 1882, may be cited collectively as the Merchant Shipping Acts, 1854 to 1883, and shall be construed as though they formed one Act. This Act shall not apply to Scotland.

Division of Act into parts.

2. This Act shall be divided into two parts, the first part relating to fishing boats and the sea fishing service, and the second part to miscellaneous matters.

PART I.

Fishing Boats and the Sea Fishing Service.

Application of the first part of this Act, and definitions.

3. Such portions of the first part of this Act as in any way relate to indentures of apprenticeship to the sea fishing service or agreements with boys under sixteen years of age with respect to such service shall apply to all fishing vessels of twenty-five tons register tonnage and upwards; and such portions of the first part of this Act as in any way relate to discipline, or the settlement of disputes between a skipper or owner and a seaman, or to deaths, injuries, punishments, ill-treatment, and casualties, and section twenty-five shall apply to all fishing boats and to the whole fishing service. The remainder of the first part of the Act shall apply to trawlers of twenty-five tons register tonnage and upwards only, and to no other fishing boats.

The Board of Trade, by order under the hand of the President of the Board of Trade, to be published in the "London Gazette," may exempt any class of such trawler or trawlers belonging to any port from the whole or any portion of the said part of this Act from the date in such order mentioned, and may in like manner extend all or any of the provisions of the said part of this Act to any fishing boats in such order referred to, and may in like manner from time to time revoke, alter, or amend any order made by the Board as aforesaid. The Board of Trade may, before making any order under this section, institute such inquiry as in their opinion may be required for the purpose of enabling them to make such order by such person or persons as the President may appoint

for the purpose, and the person or persons so appointed shall have power to take evidence on oath or otherwise, and shall have all the powers of an inspector appointed under the First Part of the Merchant Shipping Act, 1854.

In this Act "fishing boat" means a vessel for the time being employed in the sea fishing service, but shall not include a boat used by its navigators for catching fish otherwise than for profit. The onus of establishing any exemption or exception under or in the said part of this Act shall be upon the person or persons claiming or asserting such exemption. The "second hand" of a fishing boat in this Act means the mate or person next to the skipper in authority or command on board of her.

The registered tonnage of a fishing boat registered under the Merchant Shipping Acts, 1854 to 1883, and in the case of an unregistered fishing boat a certificate stating her register tonnage (ascertained according to the methods sanctioned by the said Acts for the ascertainment of a ship's register tonnage) and purporting to be given under the hand of a Board of Trade surveyor, shall be conclusive of the tonnage of such boat.

Apprenticeship to the Sea Fishing Service and Agreements with Boys under Sixteen with respect to such Service.

Apprenticeship indentures and agreements with boys under 16 how to be entered into.

4. All indentures of apprenticeship to the sea fishing service, and all agreements with boys under sixteen years of age with respect to such service, shall be entered into before a superintendent of a mercantile marine office, who, before allowing the same to be completed, shall satisfy himself that the indenture or agreement complies with all the requirements of this Act, and that the master to whom the boy is to be bound is a fit person for the purpose, and that the boy is not under thirteen years of age, and is of sufficient health and strength, and that the nearest relations of the boy or his guardian or guardians assent to the boy's being apprenticed (in the case where the boy is apprenticed), and to the stipulations in the indenture or agreement, and shall make and sign an endorsement that he is so satisfied on the indenture or agreement. Where the nearest relations or guardian or guardians cannot readily be found, or are not known, or if there are none, the superintendent shall act as guardian for the occasion and state in the said endorsement that he has so acted. The said endorsement shall be evidence of the facts therein stated, and the superintendent's signature or appointment as superintendent shall not require proof. All such indentures or agreements shall be in triplicate, one to be kept by the master, one by the boy, and one by the superintendent.

Indentures of apprenticeship and agreements to contain provisions set forth in second schedule, otherwise to be void.

5. All such indentures of apprenticeship or agreement as are in section four referred to shall be in the forms in the second schedule to this Act set forth, and shall contain all the covenants, provisions, stipulations, and certificates set forth in the said forms in the second schedule, and also the endorsements on the forms in the said schedule, and the directions therein shall be complied with.

Her Majesty may from time to time, on the recommendation of the Board of Trade, by Order in Council annul, modify, or alter any of the said covenants, provisions, stipulations, or certificates, or make

new covenants, provisions, stipulations, or certificates in addition thereto, or in substitution therefor, and any alterations or modifications in or additions to or substitutions for such covenants, provisions, stipulations, or certificates made in manner aforesaid shall be of the same force as the covenants, provisions, stipulations, and certificates in the said schedule.

Limits of age for lads employed in sea fishing.

6. No boy under the age of thirteen years shall enter into any indenture of apprenticeship to the sea fishing service, or agreement with respect to such service. Every indenture or agreement entered into contrary to this section shall be void.

Penalty on persons receiving money for binding apprentice.

7. Every person who receives any money or valuable consideration from the person to whom a boy is bound apprentice to the sea fishing service, or to whom a boy under sixteen years of age is bound by any agreement with respect to the sea fishing service, or from anyone on his behalf, or from the boy or anyone on his behalf, in consideration of the boy being so bound, and every person who makes or causes to be made any such payment shall be guilty of a misdemeanor, whether such boy was or was not validly bound apprentice or was or was not validly bound by such agreement.

Indentures and agreements with boys to be void if not entered into before a superintendent of mercantile marine.

8. Every such indenture of apprenticeship or agreement as aforesaid with respect to the sea fishing service not complying with the provisions of this Act or not entered into before a superintendent of a mercantile marine office and endorsed by him as aforesaid, or otherwise not made as by this Act required, shall be void, and the person to whom such indenture or agreement purported to bind the boy shall, if he takes or causes the boy to be taken to sea, be liable to a penalty not exceeding twenty pounds. Every person who takes or causes to be taken to sea for the purpose of serving in some capacity connected with the sea fishing service a boy not bound by an indenture or agreement as aforesaid, or purporting to be bound by an indenture or agreement which is void under this Act, shall, for every such offence, incur a penalty not exceeding twenty pounds. Nothing in this Act shall prevent the daily employment in a fishing boat of any boy under sixteen years of age, who is under no obligation to remain in such employment for a longer period than one day, and with whom no written agreement has been made.

Penalty for taking boy to sea under void indenture or agreement, and powers of superintendent in such case.

9. The superintendent of a mercantile marine office at the port from which a boy is taken to sea may, for the benefit of the boy, if he thinks it just so to do, enforce by action or other appropriate legal proceedings brought or taken in his own name against the master, all or any of the stipulations in a void indenture or agreement which are in favour of the boy to such extent as he may deem just, and may (so far as necessary) apply any sums recovered by him in payment of the costs of recovering the same, and if there is no superintendent at such port, then the superintendent of the nearest port shall have the same powers.

Power of mercantile marine superintendents to enforce indentures or agreements.

10. The superintendent of the mercantile marine office before whom an indenture of apprenticeship or agreement as aforesaid with respect to the sea fishing service is completed, or his successor may, if he thinks fit, by action or other appropriate legal proceedings, brought or taken in his name, enforce on behalf of the boy against the master the stipulations in such indenture or agree-

ment, and may (so far as necessary) apply any sums recovered by him in payment of the costs of recovering the same, and the superintendent of a mercantile marine office referred to in the apprenticeship indentures and agreements entered into under this Act shall have and when necessary execute the powers and authority therein given to them.

Shipping masters to assist in binding apprentices and making agreements, and to be under the control of the Board of Trade.

11. All superintendents of mercantile marine offices shall when applied to by any person desirous of entering into indentures of apprenticeship to the sea fishing service or agreements with respect to such service under this Act, or desirous of causing the same to be entered into, render such assistance as in their power in reference thereto, and supply forms of articles or agreements at such reasonable rates (if any) as the Board of Trade may fix and may take from masters such fees (if any) as the said Board may fix in respect of articles or agreements entered into before them.

All such indentures and agreements shall be exempt from stamp duty.

Superintendents of mercantile marine offices shall, in carrying out this Act be subject to the control of the Board of Trade, and shall obey any directions the Board of Trade may think fit to give to them.

Guardians and overseers of the poor to apprentice in conformity with this Act.

12. Guardians and overseers of the poor and persons having the authority of guardians or overseers of the poor desirous of apprenticing boys to the sea-fishing service, shall not permit or cause articles of apprenticeship for that purpose to be entered into, except in conformity with the provisions of this Act.

Agreements with Seamen.

Agreements to be made with seamen containing certain particulars.

13. The skipper of every fishing boat shall enter into an agreement with every seaman (not being a boy under such an agreement as is by this Act required) whom he carries to sea from any port in the United Kingdom as one of his crew; and every such agreement shall be in a form sanctioned by the Board of Trade, and shall be dated on the date of the first signature thereof, and shall be signed by the skipper 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:
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 remuneration which each seaman is to receive, whether in wages or by a share in the catch, or in both ways, and the time from which each seaman's remuneration is to commence:
6. A scale of the provisions which are to be furnished to each seaman:
7. Any regulations as to conduct on board, and as to fines, short allowance of provisions, or other lawful punishments for misconduct which have been sanctioned by the Board of Trade as regulations proper to be adopted, and 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 skipper and seaman in each case, as to advance and allotment of wages, and may contain any other stipulations which are not contrary to law.

Manner of entering into agreements.

14. The following rules shall be observed with respect to agreements (that is to say):—

1. Every agreement made in the United Kingdom shall be signed by each seaman:
2. The skipper 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 sent by the skipper to the superintendent of the mercantile marine office at the port of departure and retained by him, and the other part shall contain a special place or form for the descriptions or signatures of substitutes, or persons engaged subsequently to the first departure of the fishing boat, and shall be retained by the skipper:
4. In the case of substitutes engaged in the place of seamen who have duly signed the agreement, and whose services are lost after the fishing boats putting to sea, by death, desertion, the failure of any seaman duly engaged to join, or other unforeseen cause, the skipper shall, before the fishing boat 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 the skipper who shall attest their signatures.

Special agreements may be made for several fishing boats belonging to the same owners, and owners may enter into agreements instead of skippers.

15. The agreement with the seamen may be made by the owner (or, in the case of there being several owners, the registered managing owner) instead of by the skipper, and the seamen may be engaged to serve in any two or more vessels belonging to the same owner, provided that the names of the vessels and the length and nature of the service and the rate, periods, and method of payment are specified in the agreement, and with the foregoing exceptions, all provisions of this Act which relate to ordinary agreements for fishing boats shall be applicable to agreements made in pursuance of this section as if the owner were therein named instead of the skipper, and every person engaged thereunder shall be discharged in the manner by this Act required for the discharge of seamen belonging to fishing boats.

Fishing boats making short voyages may have running agreements.

16. In the case of fishing boats making voyages averaging less than six months in duration, running agreements with the crew may be made to extend over two or more voyages or any number of weeks, so that no such agreement shall extend beyond the next following 30th day of June or 31st day of December, or the first arrival of the fishing boat at her port of destination in the United Kingdom after such date or the discharge of cargo consequent upon such arrival; with the foregoing exception, all provisions of this Act which relate to ordinary agreements for fishing boats shall be applicable to agreements made in pursuance of this section, and every person engaged thereunder shall be discharged in the man-

ner by this Act required for the discharge of seamen belonging to fishing boats.

Engagement and discharge of seamen pending a running agreement.

17. The skipper of every fishing boat for which such a running agreement as aforesaid is made, shall, upon every return to a port in the United Kingdom before the final termination of the agreement, discharge or engage in accordance with the provisions of this Act any seaman whom he discharges or engages at such port, and shall upon every such return indorse on the agreement a statement (as the case may be) either that no such discharges or engagements have been made or are intended to be made before the fishing boat again leaves port, or that all such discharges or engagements have been duly made as herein-before required, and shall sign the same. Any skipper who knowingly makes a false statement in such indorsement shall incur a penalty not exceeding five pounds.

Definition of "voyage" of a fishing boat.

18. In this Act a voyage of a fishing boat shall mean a fishing trip commencing with a departure from a port for the purpose of fishing, and ending with the first return to a port thereafter upon the conclusion of the trip. A return due to distress only shall not be deemed to be a return if it is followed by a resumption of the trip.

Reports of a fishing boat's crew on a voyage to be made.

19. The owners of every fishing boat shall within forty-eight hours of the fishing boat's departure from port on any voyage send or cause to be sent to the superintendent of the mercantile marine office at the port of departure a true report, in a form to be sanctioned by the Board of Trade, stating the names of the skipper, seamen, and apprentices who have gone to sea in her, and containing such other particulars as the said Board may require, and signed by an owner or the registered managing owner. Where the sole or the registered managing owner or all the owners of a fishing boat goes or go to sea in her on the voyage, or the voyage commences at a port where there is no owner or registered managing owner, the said report may be made and signed on his or their behalf by his or their agent for that purpose.

For every non-compliance with the requirements of this section, each owner and the registered managing owner (if any) shall incur a penalty not exceeding five pounds.

Penalty for shipping seamen without agreement duly executed.

20. If in any case a skipper carries to sea any seaman with whom no agreement has been entered into in the form and manner and at the place and time by this Act in such case required, the skipper shall for each seaman so carried to sea incur a penalty not exceeding five pounds.

Changes in crew to be reported.

21. The skipper of every fishing boat shall before finally leaving any port for sea during the continuance of a running agreement after the first making of the same, sign and send to the nearest superintendent of a mercantile marine office a full and accurate statement in a form sanctioned by the Board of Trade of every change which has taken place in his crew, and in default shall for each offence incur a penalty not exceeding five pounds, and such statement shall be evidence of the matters therein stated pursuant to this section.

Alterations, &c. in agreements to be void unless attested.

22. Every erasure, interlineation, or alteration in any such agreement 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 fishing boat) shall be wholly inoperative unless proved to have been made with the consent of all the persons interested in such erasure, interlineation, or alteration.

Penalty for falsifying or delivering false copy of an agreement.

23. Every skipper who fraudulently alters or is privy to the fraudulent altering or makes or is privy to the making of any false entry in, or delivers or is privy to the delivering of a false copy of, any such agreement as is required by this Act, shall for each such offence incur a penalty not exceeding twenty pounds.

Wages and Discharge of Seamen.

Skipper to deliver accounts of wages.

24. Every owner or skipper shall, not less than four hours before paying off or discharging any seaman, unless the seaman gives notice to the skipper that he does not require it, deliver to him a full and true account in a form sanctioned by the Board of Trade of his wages (not being a share in the catch), 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 of any seaman (except in regard of matters happening after such delivery) shall be allowed unless it is included in the account so delivered.

Seamen to have inspection of owner's accounts and books relating to catch.

25. Where any seaman is under the agreement to be paid by a share in the catch, and any dispute arises as to his share, such seaman shall be entitled to inspect at all reasonable times the owner's accounts and books relating to such catch, and if any owner refuses or neglects to submit such accounts or books to such seaman's inspection upon demand made at a reasonable time he shall for each offence incur a penalty not exceeding twenty pounds.

Skipper to give seamen certificate of discharge.

26. Upon the discharge of any seaman, or upon payment of his wages, the skipper shall sign and deliver to him a certificate of his discharge, in a form sanctioned by the Board of Trade, specifying the period of his service, and the time and place of his discharge, and if any skipper fails to sign and deliver to any such seaman such certificate of discharge, he shall for each such offence incur a penalty not exceeding five pounds.

Seamen discharged without fault to recover compensation in same manner as wages.

27. Every seaman who has signed an agreement and is discharged before the commencement of the voyage, or at any time during the voyage or engagement without fault on his part justifying the discharge, and without his consent, shall be entitled to recover in addition to an amount of wages proportionate to the time he has served sufficient compensation for the damage thereby caused to him in the same manner as wages would be recoverable by him.

Discipline.

Offences of seamen and apprentices, and their punishment.

28. Whenever any seaman who has been lawfully engaged to serve on any fishing boat, or any apprentice to the sea fishing service commits any of the following offences, he shall be liable to be punished summarily as follows:—

Desertion.

(1.) For desertion he shall be liable to forfeit all or any part of the clothes and effects he leaves on board, and all or any part of the wages or emoluments which he has then earned, and to satisfy any excess of wages paid by the skipper or owner of the fishing boat from which he deserts to any substitute

engaged in his place at a higher rate of wages than the rate stipulated to be paid to him.

Neglect or refusal to join or proceed to sea, and absence without leave.

(2.) For neglecting or refusing without reasonable cause to join his fishing boat, or to proceed to sea in his fishing boat, or for absence without leave at any time within twenty-four hours of the boat's sailing from any port, either at the commencement or during the progress of the engagement or for absence at any time without leave and without sufficient reason from his boat, not amounting to desertion, or not treated as such by the skipper, he shall be liable to forfeit 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 four days pay, or any expenses which have been properly incurred in respect of a substitute.

Quitting boat before it is in security.

(3.) For quitting the boat without leave after her arrival in port, and before she is placed in security, he shall be liable to forfeit a sum not exceeding two weeks pay.

Disobedience and neglect of duty.

(4.) For wilful disobedience to any lawful command during the engagement he shall be liable to imprisonment not exceeding four weeks, with or without hard labour, and also at the discretion of the court to forfeit a sum not exceeding two days pay.

Continuous disobedience or neglect of duty.

(5.) For continued wilful disobedience to lawful commands during the engagement or continued wilful omission to do his duty during the engagement 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 omission, either a sum not exceeding six days pay, or any expenses which have been properly incurred in respect of a substitute.

Assaults.

(6.) For assaulting any skipper or second hand he shall be liable to imprisonment for any period not exceeding twelve weeks, with or without hard labour.

Combinations to disobey or neglect duty.

(7.) For combining with any other or others of the crew to disobey lawful commands, or to neglect duty, or to impede the navigation of the boat, or the progress of the trip, he shall be liable to imprisonment for any period not exceeding twelve weeks with or without hard labour.

Damage to boat or stores or cargo and embezzlement.

(8.) For wilfully damaging the boat or embezzling or wilfully damaging any of her stores or cargo he shall be liable to forfeit 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.

Smuggling.

(9.) For any act of smuggling of which he is convicted and whereby loss or damage is caused to the skipper or owner, he shall be liable to forfeit such a sum as is sufficient to reimburse the master or owner for such loss or damage.

The court (before which the offender is prosecuted) may order any sums of money which a seaman or apprentice has forfeited under this section to be deducted from any wages coming to him in respect of service as a seaman or apprentice, and (if they think fit) that the forfeiture shall be for the benefit of the person by whom the wages

are payable, or the person who has been injured by the commission of the offence in respect whereof the forfeiture accrued.

In the case of apprentices and boys serving under such an agreement as is by this Act required, paragraphs (4), (5), (6), and (7) of this section shall apply to them when ashore as well as when on board. Refusing or neglecting to go to sea or desertion shall in no way relieve a seaman or apprentice from any punishment he may have incurred under paragraphs (4), (5), or (7) of this section, but in addition to any such punishment, he may be punished for an offence or offences under paragraphs (1) and (2) thereof, or either of them.

Questions of forfeiture may be decided in suits for wages.

29. Any question concerning the forfeiture of sums which may be deducted from the wages of any seaman or apprentice, or concerning deductions therefrom, may be determined in any proceeding lawfully instituted with respect to such wages, and may be so determined notwithstanding that the offence in respect of which such question arises, though made punishable by imprisonment as well as forfeiture, has not been made the subject of any criminal proceeding.

How things forfeited are to be disposed of.

30. All clothes, effects, wages, and emoluments, which are forfeited for desertion, shall be applied in the first place towards the reimbursement of the expenses occasioned by such desertion to the skipper or owner of the fishing boat from which the desertion has taken place, and in any legal proceedings relating to such wages the court may order the same to be applied accordingly, and may order the things forfeited to be sold in cases where the things forfeited do not consist of money, and the proceeds of such sale shall be applied in manner aforesaid.

Subject to such reimbursement and to the provisions of this Act the things forfeited or the proceeds thereof (as the case may be) and all forfeitures under this Act shall be paid into the receipt of Her Majesty's Exchequer in such manner as the Commissioners of the Treasury may direct, and shall be carried to and form part of the Consolidated Fund of the United Kingdom.

Deserters and others may be sent back to their boats.

31. 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 fishing boat in which he has engaged to serve, or of having deserted or otherwise absented himself therefrom without leave, the court may at the request of the owner or skipper or his agent, in addition to or in lieu of imposing any punishment he may have incurred, cause him to be conveyed on board for the purpose of fulfilling his engagement or deliver him to the skipper to be so conveyed by him, and may order any costs or expenses properly incurred to be paid by the offender, and if necessary to be deducted from any wages which he has then earned, or which he may thereafter earn under the engagement aforesaid.

How seamen and apprentices deserting, or neglecting or refusing to join or proceed to sea or absent without leave, or guilty of

32. The superintendent of a mercantile marine office, or the principal Board of Trade officer at a port or district, and their respective deputies may, upon the information (made, if such superintendent, principal officer, or deputy so requires, on oath or affirmation according to law,) of the owner, skipper, second hand, or agent of a fishing boat issue a warrant under his hand in such form as shall be sanctioned by the Board of Trade for the apprehension of any

disobedience or neglect of duty, may be dealt

seaman or apprentice charged with an offence under paragraphs (1), (2), (4), (5), and (7) of section twenty-eight of this Act, or any of them. Such warrant shall be executed by any police officer or constable of the county or borough where the offender may be, and shall continue valid for ninety-six hours from the time indorsed on the same by the person granting the same.

The seaman or apprentice when apprehended shall be brought by such police officer or constable without delay before the persons above named or one of them, who shall make inquiry then and there into the reasons alleged by the seaman or apprentice for doing the acts, or omitting to do the acts, of which he is accused, and should they seem to him to be insufficient the seaman or apprentice shall be ordered to join his fishing boat and resume his duty. On his refusal to comply the person apprehended shall be ordered by the superintendent, principal officer, or deputy aforesaid to be detained and taken with convenient speed before such justices as have jurisdiction to hear and determine the charge brought against him, and upon which he was apprehended, in order that they may proceed with reference to the said charge, and hear and determine the same in due course of law. Should the reason alleged by the seaman or apprentice seem sufficient to the person aforesaid, he shall forthwith discharge him. No charge or information made or laid before such superintendent, or principal officer, or deputies need be reduced to writing, and such superintendent, principal officer, or deputies may take the evidence on oath or affirmation according to law (if they deem it desirable) of such persons other than the seaman or apprentice as may be able and willing to give information concerning the matters in question, and for that purpose shall have all the powers given by the Merchant Shipping Acts, 1854 to 1883, to an inspector appointed under the first part of the Merchant Shipping Act, 1854.

Any warrant issued as aforesaid shall be good and effectual in law if in the form aforesaid, and filled in reasonably in accordance with the directions in such form contained.

No person shall be liable to an action for anything done pursuant to such warrant aforesaid or under the order of such superintendent principal officer or their deputies aforesaid.

Such a warrant as is above mentioned shall not be avoided by reason of the person issuing the same dying or ceasing to hold office.

Whenever any seaman or apprentice engaged or liable to serve on any fishing boat neglects, or refuses to join, or deserts from, or refuses to proceed to sea in, or absents himself without leave from such fishing boat, the skipper, owner, or boat's husband may, with or without the assistance of the local police officers and constables (who are to give their assistance in such cases when required to do so by the master, owner, or boat's husband) take and convey such seaman or apprentice before such superintendent, principal officer or deputy as aforesaid, and thereupon such seaman or apprentice shall be dealt with as if he had been arrested under a warrant issued under this section.

Notice by seaman that he intends to absent himself

33. If a seaman (not being a boy who has entered into such an agreement as is by this Act required) intends to absent himself from his fishing boat or his duty, he may give notice of his intention

either to the owner or skipper of the boat not less than forty-eight hours before the time at which he ought to be on board his fishing boat, and if such notice is duly given he shall not be compelled to go or be brought on board for the purpose of proceeding with the voyage or engagement: Provided always, that no such notice shall be given at a time when the seaman is at sea.

from his ship and effect thereof.

34. Seamen's and apprentices wages shall be deemed to accrue from day to day.

How wages are to accrue and to be calculated.

When wages are contracted for by the voyage or trip or the season or by the share, and not by a stated period of time, the amount which shall be deemed to accrue from day to day shall be an amount equal to the wages for the whole voyage or trip or season, or the whole share divided by the number of days occupied in the voyage or trip or season: Provided always, that a seaman or apprentice shall not be entitled to more than what his share of the profits or catch made during the period he has actually served may or would have amounted to.

If the whole time spent in the voyage or trip does not exceed the period for which the pay is to be forfeited by the seaman or apprentice the forfeiture shall extend to the whole wages or share.

Forfeiture of whole if voyage or trip shorter than period of forfeiture.

35. Whenever a question whether the wages or emoluments of any seaman or apprentice are forfeited for desertion arises, it shall be sufficient for the party insisting on the forfeiture to show that such seaman or apprentice was duly engaged under this Act, and that he belonged to the fishing boat from which he is alleged to have deserted, and that he quitted such boat before the completion of the voyage or engagement; and thereupon such desertion shall, so far as relates to any forfeiture of wages or emoluments for desertion, 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 did not desert.

Facilities for proving desertion so far as concerns forfeitures of wages.

Certificates to Skippers and Second Hands.

36. Whereas persons desirous of acting as masters or skippers or as mates or second hands of fishing boats or of a particular class of fishing boats have obtained from the Board of Trade certificates to the effect that they are competent to act as master or skipper or as mate or second hand of fishing boats or of a particular class of fishing boats, be it enacted that all such certificates as aforesaid heretofore issued by the Board of Trade shall be deemed to have been granted under the Third Part of the Merchant Shipping Act, 1854.

Certificates for fishing boats heretofore granted to be deemed to have been granted under 17 & 18 Vict. c. 104., Part III.

37. The Board of Trade may issue certificates under section one hundred and thirty-four of the Merchant Shipping Act, 1854, to the effect that the holder thereof is competent to act as skipper or as second hand of fishing boats or of a particular class of fishing boats in every case according to the report made by the local examiners with reference to the applicant for a certificate, and according as the Board of Trade may from time to time prescribe in any rules made by them under the one hundred and thirty-second section of the Merchant Shipping Act, 1854: Provided that no skipper's certificate shall be granted to any one who has not previously held a certificate as second hand for at least twelve months.

Power of Board of Trade to issue certificates for fishing boats.

Availability of certificates referred to in this Act.

38. Every such certificate as in this Act referred to shall only entitle the person to whom it is given to be an officer of the class of fishing boats referred to in the certificate and none other, and of the grade therein named, or of a lower grade and of none other.

Provisions in the Merchant Shipping Acts to apply to certificates referred to in this Act.

39. All the provisions contained in the Acts relating to merchant shipping, with respect to or connected with the examination of applicants for certificates and the granting thereof, and the suspension and cancellation thereof, and inquiries and investigations into the conduct of the holders thereof, and all other provisions whatsoever in the said Acts relating to or connected with certificates of masters or mates, shall be deemed to have applied and shall apply to the certificates referred to in this Act and the holders thereof as if such certificates had been granted under the Third Part of the Merchant Shipping Act, 1854, and the holders thereof shall be entitled and subject to such privileges and liabilities as they would be entitled or subjected to if such certificates had been granted under the Third Part of the Merchant Shipping Act, 1854.

Certificates of service to be given to certain skippers of fishing boats.

40. Certificates of service differing in form from certificates of competency shall be granted by the Board of Trade as follows:—

Every person who has before the first day of September one thousand eight hundred and eighty-three served as skipper or second hand in fishing boats to which this part of this Act applies or is applied, or such other fishing boats as the Board of Trade may think have afforded the person sufficient experience, for a period amounting in all to not less than twelve months, shall be entitled to a certificate of service as skipper or second hand (as the case may be) of a fishing boat: Provided that if he has been exclusively employed in a particular class or classes of such fishing boats the certificate shall be limited to such class or classes of fishing boats.

Every such certificate of service shall contain particulars of the name, place, and time of birth, and of the length and nature of the previous service of the person to whom the same is given, and the Board of Trade shall deliver such certificate of service to a person entitled thereto upon his proving to the satisfaction of the Board of Trade that he has served as aforesaid, and has been generally well conducted on board of the boats on which he has served as aforesaid.

Board of Trade may establish a register of certificates.

41. The Board of Trade may establish a register of skippers and second hands certificated as in this Act referred to, to be kept by such person as the Board of Trade shall direct, and to be in such form and to contain such particulars as the Board of Trade may from time to time direct.

Copy or extract from register or register of shipping at any port to be evidence.

A copy of or extract from the said register or the register of British shipping at any port or of fishing boats at any port purporting to be certified by the person having the custody thereof, or his deputy or assistant, shall be legal evidence of the matters therein stated; a certificate purporting to be given under the hand of one of the persons aforesaid to the effect that the person or matter therein named has not been registered in the register therein mentioned shall be evidence of the non-registration thereof, and where the question to be determined is whether the person named has been certificated as in this Act referred to as a skipper or second hand of his not being so certificated.

A certified copy or extract or certificate as aforesaid shall be supplied to any person applying at a reasonable time for the same

upon payment of such fee as the Board of Trade may from time to time determine.

42. After the first day of January one thousand eight hundred and eighty-four no fishing boat shall go to sea from any port in the United Kingdom unless the skipper thereof is the holder of a certificate of competency or service entitling him under this Act to act as skipper of such fishing boat. No fishing boat to proceed to sea without duly certificated skipper, and penalty for so doing.

If any fishing boat goes to sea contrary to this section the owner thereof shall incur for each such offence a penalty not exceeding twenty pounds. Every person who, having been engaged to serve as skipper of a fishing boat, and not being the holder of a certificate entitling him under this Act to act as skipper of such boat, serves as such skipper (except in case of necessity), and every person who employs any person as skipper of a fishing boat (except in case of necessity) without having ascertained that he is the holder of a certificate entitling him under this Act to act in such capacity as aforesaid, shall for each such offence incur a penalty not exceeding twenty pounds.

Enactments relating to Deaths, Injuries, Punishments, Ill-treatment, and Casualties.

43. The skipper of a fishing boat shall keep in such form as may be sanctioned by the Board of Trade a record of every case of death, injury, ill-treatment, or punishment which may occur with respect to any member of his boat's crew during the time they are at sea or to any person on board of his boat, and of every casualty to his fishing boat or any boat belonging to her. Such record shall contain such particulars in relation to the above cases as the Board of Trade shall require. The skipper shall produce the record kept by him to any superintendent of a mercantile marine office whenever he requires its production, and shall also send the same to the superintendent of the mercantile marine office at the port to which the boat belongs at such periods as the Board of Trade may require by any directions endorsed in the forms sanctioned by them. Skipper of fishing boat to record cases of death, injury, or ill-treatment.

A master who does not comply with any one of the requirements of this section shall for each case of non-compliance forfeit a sum not exceeding twenty pounds.

44. The skipper of every fishing boat shall make a report in a form sanctioned by the Board of Trade, stating whether any and what cases of death, injury, ill-treatment, or punishment have occurred with respect to any member of his boat's crew during the time they were at sea or to any person on board of his boat, and whether any and what casualties to his fishing boat or any boat belonging to her have occurred, and such other particulars in relation to the matters aforesaid as may be prescribed in the forms to be sanctioned by the Board of Trade. Skippers to make special reports of deaths, injuries, ill-treatment, punishments, and casualties.

The above reports shall be made to the superintendent of the mercantile marine office of the port in the United Kingdom at which the boat's voyage ends within twenty-four hours of the boat's arrival in such port.

Every skipper who makes any default in complying with the requirements of this section shall incur a penalty not exceeding twenty pounds.

Inquiry into cause of death, injury, ill-treatment, punishment, or casualty.

45. Whenever any such case of death, injury, ill-treatment, or punishment, or any such casualty as is in the preceding two sections referred to, has happened or is supposed to have happened, the superintendent of the mercantile marine office at or nearest to the port where the fishing boat arrives after the happening thereof, or where the boat belongs, may inquire into the particulars and cause of the death, injury, ill-treatment, punishment, or casualty, and may, in cases where a report as aforesaid is delivered to him, make an indorsement thereon to the effect either that the statement relating to the death, injury, ill-treatment, punishment, or casualty therein contained is in his opinion true or otherwise, or to such effect as in his opinion the information in his possession may warrant; and every such superintendent shall, for the purpose of such inquiry, have all the powers given by the Merchant Shipping Acts, 1854 to 1883, to inspectors appointed by the Board of Trade under the first part of the Merchant Shipping Act, 1854; and if in the course of such inquiry it appears to the superintendent that any such death, injury, ill-treatment, punishment, or casualty as aforesaid has been caused by or is accompanied by violence or the use of any improper means, he shall report the matter to the Board of Trade, and shall also, if the emergency of the case in his opinion so requires, take immediate steps for bringing the offender or offenders to justice, and may, if in his discretion he thinks it necessary, cause the offender or offenders to be arrested and thereafter dealt with in due course of law.

Disputes between Skippers or Owners and Seamen.

Superintendent of mercantile marine office to decide disputes between seamen and owners and masters.

46. Every superintendent of a mercantile marine office shall inquire into, hear, and decide any dispute between a skipper or owner of a fishing boat and a seaman of a fishing boat as to a seaman's wages, or share of the profits of the voyage or trip, or share of a fishing catch, or deductions therefrom, or concerning a seaman's engagement, service, or discharge, which either the seaman, owner, or skipper shall call upon him to decide, and his decision thereon shall be final and binding upon all persons, and shall, at the request of either party, be put into writing, and shall, when so put into writing, if it purports to be signed by him, be receivable as evidence of the decision and any facts therein stated in all legal proceedings whatsoever. Such decision may be enforced by any justice of the peace within whose jurisdiction the person against whom the decision is given has any goods, or may be, in the same manner as if such decision were an order made by justices in the exercise of their summary jurisdiction. A seaman may also sue for and recover any sum by such decision adjudged to be due to him in the manner in which he may sue for and recover wages due to him.

Master and others to produce documents to superintendent of mercantile marine office and to give evidence.

47. In every case where any dispute is referred to a superintendent of a mercantile marine office under this Act, he may call upon the owner of a fishing boat or his agent, or upon the skipper or any member of the crew of a fishing boat, or upon any other person, to produce any books, papers, or documents in their respective possession or power relating to any matter in question before him, and may summon before him and examine on oath or

affirmation according to law any of such persons being then in or near the port where his office is; and every owner, agent, skipper, member of the crew, or other person who when called upon by such superintendent does not produce any such log-book, paper, or document as aforesaid which is in his possession or power, or does not appear, or refuses or neglects to give evidence, shall, unless he shows some reasonable excuse for such default, for each such offence incur a penalty not exceeding five pounds. For purposes connected with such dispute the superintendent shall have in addition to the powers aforesaid all the powers given by the Merchant Shipping Acts, 1854 to 1883, to an inspector appointed by the Board of Trade under the first part of the Merchant Shipping Act, 1854.

PART II.

Miscellaneous.

Seamen's lodging houses.

48. The sanitary authority within whose district any seaport town is situate may, with the sanction of the President of the Board of Trade, from time to time make, revoke, alter, and amend byelaws and regulations relating to seamen's lodging houses in such town which shall be binding upon all persons and bodies keeping houses in which seamen are lodged and the owners thereof and persons employed therein. Such byelaws and regulations shall amongst other things provide for the licensing of seamen's lodging houses, the inspection of the same, the sanitary conditions of the same, the publication of the fact of a house being licensed, the due execution of the byelaws and regulations and the non-obstruction of persons engaged in securing such execution, the preventing of persons not duly licensed holding themselves out as keeping or purporting to keep licensed houses, and the exclusion from licensed houses of persons of improper character, and sufficient penalties for the breach of such byelaws and regulations not exceeding in any case the sum of fifty pounds. All offences under such byelaws and regulations shall be deemed to be offences within the Merchant Shipping Acts, 1854 to 1883, and be punishable accordingly. Such byelaws and regulations shall come into force from a date therein named, and shall be published in the "London Gazette" and one newspaper at the least circulating in such town, to be designated by the President of the Board of Trade.

If the sanitary authority do not within a time to be from time to time named by the President of the Board of Trade make, revoke, alter, or amend byelaws and regulations, the President of the Board of Trade may do so.

The "sanitary authority" means in England the local authority under the Public Health Act, 1875, and in the metropolis as defined by the Metropolis Management Act, 1855, the Metropolitan Board of Works, and in Scotland the local authority under the Public Health (Scotland) Act, 1867, and in Ireland the sanitary authority under the Public Health (Ireland) Act, 1878.

Whenever Her Majesty by Order in Council, to be published in the "London Gazette," shall think fit to order that in any seaport town or any part thereof none but persons duly licensed under byelaws and regulations to be made under this section shall keep

seamen's lodging-houses or let lodgings to seamen from a date therein named, any person acting in contravention of such order shall be guilty of an offence, and shall forfeit a sum not exceeding one hundred pounds. Such offence shall be deemed to be an offence within the Merchant Shipping Acts, 1854 to 1883, and be punishable accordingly.

Her Majesty may, by Order in Council, to be published in like manner, from time to time revoke, alter, or amend any such order as aforesaid.

A sanitary authority may defray all expenses incurred by it in the execution of this section out of any funds at its disposal as the sanitary authority of the seaport town, and penalties recovered under the byelaws and regulations or this section shall be added to such funds.

Any byelaws heretofore made for any seaport town under section nine of the Merchant Seamen (Payment of Wages and Rating) Act, 1880, shall continue in force until byelaws and regulations made for such town under this section come into force.

Declaration of the meaning of 17 & 18 Vict. c. 104. s. 109.

49. An unregistered British ship (which ought to be registered under the Merchant Shipping Act, 1854) shall for the purposes of section one hundred and nine of the Merchant Shipping Act, 1854, be deemed to have been registered in the United Kingdom.

Incorporation of Part I. of 17 & 18 Vict. c. 104.

50. The first part of the Merchant Shipping Act, 1854, is to be deemed to be incorporated with this Act, and shall be applicable to the provisions thereof.

Legal proceedings in cases of offences.

51. For the purpose of jurisdiction, punishment, and legal proceedings and procedure, all offences under this Act shall be deemed to be offences under the Merchant Shipping Acts, 1854 to 1883, and every of them.

Fishing tenders to be trawlers.

52. Vessels employed as tenders or carriers to fishing boats or for the purpose of collecting and conveying to the land the catch of fishing boats, shall for the purposes of this Act be deemed to be trawlers.

Vessels engaged in certain fisheries to be deemed to be foreign-going ships

53. Ships engaged in the whale, seal, walrus, or Newfoundland cod fisheries shall be deemed to be foreign-going ships within the Merchant Shipping Acts, 1854 to 1883, and not fishing vessels: Provided that the ships engaged in the Newfoundland cod fisheries do not belong to ports in Canada or Newfoundland.

17 & 18 Vict. c. 104. s. 243 and s. 35 of this Act not to take away remedy for breach of contract.

54. Nothing in the two hundred and forty-third section of the Merchant Shipping Act, 1854, or in section twenty-eight of this Act shall be deemed to have taken away or to limit any remedy by action or by summary procedure before justices which an owner or master would have but for the said sections for any breach of contract in respect of the matters constituting an offence under the said sections, but no owner or master shall be compensated more than once in respect of the same damage.

Repeal of enactments, and saving.

55. The enactments in the First Schedule to this Act are hereby repealed to the extent therein specified.

No repeal effected by this section shall in any manner whatsoever affect any right accrued, liability, forfeiture, or penalty incurred, any offence committed, or anything done or omitted to be done before the passing of this Act, nor any legal proceedings commenced or hereafter to be commenced with respect to such right,

liability, forfeiture, penalty, offence, or thing done or omitted to be done. The repeal effected by this section shall not repeal any enactment so far as the same extends to Scotland.

FIRST SCHEDULE.*

ENACTMENTS REPEALED. Section 55.

Session and Chapter.	Title.	Extent of Repeal.
17 & 18 Vict. c. 104.	Merchant Shipping Act, 1854.	Sections 141, 142, 143, 144, 149, 163, 164, 166, 167, 171, 172, 173, 174, 243, 269. So far as these sections are applicable to fishing boats. In section 280 the words "(except ships employed exclusively in trading between ports on the coasts of the United Kingdom)."
25 & 26 Vict. c. 63. -	The Merchant Shipping Acts Amendment Act, 1862.	Section 13, paragraph (1).
36 & 37 Vict. c. 85. -	The Merchant Shipping Acts Amendment Act, 1873.	Section 8.
43 & 44 Vict. c. 16. -	Merchant Seamen (Payment of Wages and Rating) Act, 1880.	Section 9. Section 10 so far as this section is applicable to fishing boats.
50 Geo. 3. c. 108. -	- - - -	That part of the Act remaining unrepealed.

* This schedule must be amended if the substituted enactments are not carried.

SECOND SCHEDULE.

Apprenticeship Indenture. Section 5.

SEA FISHING SERVICE.

THIS INDENTURE, made_____day of_____18____, between _____aged_____ years, a native of_____, in the county of_____(herein-after called the "Apprentice,") of the first part, and_____of_____, in the county of_____ Owner of not less than eight sixty-fourth shares in (or Skipper
(1) of) the Fishing Boat_____of_____ herein-after called the "Master," of the second part, WITNESSETH, That the said "Apprentice" hereby voluntarily binds himself Apprentice unto the said Master, his Executors, Administrators, and Assigns (which said Master, his Heirs, Executors, Administrators, and Assigns, are herein-after included in the term "Master") for the term of_____years from the date hereof.

(1.) And the said Apprentice hereby covenants and agrees that during such time, he, the said Apprentice, will faithfully serve his said Master, and obey his lawful commands, and keep his secrets, and will, when required, give to him true accounts of his goods and money which may be committed to the charge, or come into the hands, of the said Apprentice; and will, in case the said Apprentice enters Her Majesty's Service during the said term, duly account for and pay, or cause to
(2) be paid, to his said Master, all such Wages, Prize Money, and other Moneys as may become payable to the said Apprentice for such service; and that the said Apprentice will not, during the said term, do any damage to his said Master, nor will he consent to any such damage being done by others, but will, if possible, prevent

Registered at the Port of _____
this _____ day of _____, 18__
Signed _____

the same, and give warning thereof; and will not embezzle or waste the Goods of his Master, nor give or lend the same to others without his licence; nor absent himself from his service without leave; nor frequent Taverns or Alehouses, unless upon his Master's business.

(2.) IN CONSIDERATION WHEREOF, the said Master hereby covenants and agrees with the said Apprentice, that he, the said Master, will and shall during the said term use all proper means to teach the said Apprentice or cause him to be taught the business of a Seaman and Fisherman,
(3) and will and shall provide the said Apprentice with sufficient Meat, Drink, Lodging, Washing, Medicine, and Medical and Surgical Assistance, Seabedding, Wearing Apparel, and Necessaries, and will and shall at the times and in the manner herein-after mentioned, pay to or on account of the said Apprentice the Spending-Money, Remuneration, and Payments referred to in the Endorsement marked A on the back hereof.

(3.) AND IT IS HEREBY AGREED, that all wearing apparel provided by the said Master for the use of the said Apprentice shall, during the said term, remain the property of the said Master, provided, however, that the
(4) said Apprentice shall, during such term, have full and undisputed right and title to the free and unfettered use thereof at all times for his own sole personal use and wear, but shall, prior to the expiration of the said term, acquire no right or title thereto for the purpose of selling, pledging, or otherwise disposing thereof; at the expiration of the apprenticeship the apparel shall become the apprentice's property.

(4.) And it is hereby further agreed, that the said Master shall not, during the said term, pay to the said Apprentice any wages or moneys wherewith to provide board and lodging for himself, but shall and will provide
(5) him with suitable and sufficient board and lodging to the satisfaction of the Superintendent of the Mercantile Marine Office at the port where the apprentice stays when on shore, or if there is not a superintendent at that port the superintendent at the next port thereto.

(5.) And it is hereby further agreed that all moneys to which the said Apprentice shall become entitled as Spending-Money shall be paid by the said Master, as they become due into the hands of the said Apprentice: Provided, however, that if the said Apprentice shall, through misconduct, have in the opinion of the said Superintendent forfeited his right to receive the same, the said moneys shall be paid to the said Superintendent, to be by him placed to the credit of the said Apprentice in the Seamen's Savings Bank; and that the Remuneration and Payments, as well as any Share of Salvage earned by the Vessel in which the Apprentice may be employed at the time such salvage is earned, referred to in the Endorsement marked A. on the back hereof, to which the said Apprentice shall become entitled, shall be forthwith paid by the said Master to the said Superintendent, and by him placed to the credit of the said Apprentice in the Seamen's Savings Bank, there to remain until the expiration or sooner determination of the term of Apprenticeship, subject nevertheless, to the deduction of any fine or forfeiture inflicted by a competent Court upon the said Apprentice, and of any fees paid by the said Master to the Mercantile Marine Office in respect of the said Apprentice:

(6.) And it is hereby further agreed and understood that the said Apprentice shall not be required to serve in any Smack or Vessel in which such Master is not during the continuance of such service himself serving as Master, Mate, or Seaman,
(7) or in which such Master, if not so serving, does not during the continuance of the said Apprentice's Service in such Smack or Vessel, possess an interest of at least one eighth of the value of such Smack or Vessel; and the said Superintendent may, in cases where the Master is, in his opinion, unable to provide the Apprentice with such service as is by this clause permitted, within a reasonable time cancel this indenture and adjudge a sum to be paid to the Apprentice by the Master as compensation, which shall be recoverable as and deemed to be wages due to the Apprentice.

(7.) And the said Master hereby undertakes to attend with the said Apprentice once at least in every half-year during the continuance of this Indenture, before
(8) the said Superintendent with a view to the investigation by him of questions affecting the earnings and service of such Apprentice, and at such times to give to the said

Superintendent a full, true, and faithful report of the character, conduct and efficiency of the said Apprentice:

(8.) And it is hereby further agreed that within 28 days after the expiration of the probationary period herein-after mentioned, or if the Boat (on board of which the Apprentice is) is at sea during the whole of the twenty-eight days then immediately upon her return to port, this Indenture and the said Apprentice shall be brought to the said Superintendent for his Signature to the Endorsement marked
(9) C on the back hereof, and that in the event of the Superintendent seeing sufficient grounds for withholding his Signature, the Apprenticeship shall cease from a date to be named by the said Superintendent, and upon the terms and conditions to be by him prescribed, which said date and terms and conditions shall be recorded in the Register of Apprentices kept by the said Superintendent, and shall be notified to and observed by the said Master and the said Apprentice:

(9.) And it is hereby further agreed that the said Superintendent shall have power, if the circumstances of the case appear to him to warrant such a course, at any time within the Probationary period to decide that he will be unable to sign the said Endorsement marked C, and thereupon the Apprenticeship shall cease from a
(10) date to be named by the said Superintendent and upon the terms and conditions to be by him prescribed; which said date and terms and conditions shall be recorded in the said Register of Apprentices, and shall be notified to and observed by the said Master and the said Apprentice:

(10.) And it is hereby further agreed that breaches of Agreement or discipline alleged to have been committed by the said Apprentice within the said Probationary
(11) period, shall not be taken before any Court for adjudication unless and until the said Superintendent shall have first had an opportunity of inquiring into the same, and have declined so to inquire, or shall upon inquiry determine to send the same for adjudication:

(11.) And the said Master and Apprentice hereby consent to and undertake to
(12) abide by the Covenants, Obligations, Agreements, and Provisoes herein contained:

(12.) The probationary period of_____ shall be allowed to the Apprentice under this indenture, and if at the end of that period or the next return from sea thereafter he applies to the said Superintendent to put an end to the apprenticeship, the Superintendent may after communicating with the Master, if he sees sufficient grounds for cancelling this indenture and ending the Apprenticeship, cancel and end the same, and thereupon the indenture shall be cancelled, and the apprenticeship ended from the date to be endorsed thereon by the said Superintendent.

And for the performance of the said Covenants, Obligations, Agreements, and Provisoes, the said Master doth hereby bind himself, his Heirs, Executors, and
(13) Administrators, unto the said apprentice, his Executors and Administrators, in the penal sum of £_____: Provided, that notwithstanding the penal stipulations herein contained any Justice or Justices of the Peace may exercise such jurisdiction in respect of the said Apprentice as he or they might have exercised if no such stipulations had been herein contained.

In witness whereof, the said parties have hereunto set their hands and seals the day and year above written.

Signed, sealed, and delivered in the presence of and approved by

_____

Superintendent of the Mercantile Marine Office. L.S. _____ (Master).

Port of_____ L.S. _____ (Apprentice).

NOTE.—*This Indenture must be executed in triplicate; one copy will be retained and recorded by the Superintendent above referred to, one retained by the Master, and the other retained by the Apprentice.*

ENDORSEMENTS referred to in the body of this Indenture and in the Act.

A.—Particulars of Spending-Money, Remuneration, and Payments.

SPENDING MONEY.

(*Here are to be entered full particulars of the amounts to be from time to time paid to the Apprentice as spending money during the term of the Apprenticeship.*)

REMUNERATION AND PAYMENTS.

(*Here are to be entered full particulars of all allowances, perquisites, shares, or proportions of Salvage if earned by the Smack, or other payments or emoluments to which the Apprentice may become entitled in the course of his Apprenticeship.*)

B.—(Here state pursuant to section 4 whether the nearest relations or the guardian or guardians assent, and such other particulars as the Act requires. If the Superintendent acts as guardian he should state that the nearest relations, or guardian or guardians cannot readily be found, or are not known, or that there are none, and that he has acted as guardian.)

C.—I hereby certify that, after full inquiry made by me, I see no sufficient grounds for interfering with this Apprenticeship.

Dated this _____ day of _____ 18_____

_____ Superintendent,

Mercantile Marine Office, Port of _____

Agreement with a Boy under Sixteen.

SEA FISHING SERVICE.

THIS AGREEMENT made _____ day of _____ 18___, between _____, aged _____ years, a native of _____, in the county of _____ (herein-after called the "Boy") of the first part and _____ of _____ in the county of _____ Owner of not less than eight sixty-fourth shares in (or Skipper of) the Fishing Boat _____ of _____ (herein-after called the "Master") of the second part, WITNESSETH, That the Boy

hereby voluntarily agrees to serve as a boy on board the Fishing Boats* _____ of which the Master is owner (or Skipper) for† _____ and the Boy agrees to conduct himself in an orderly, faithful, honest, and sober manner, and to be at all times diligent in his duties, and to be obedient to the lawful commands of his Master and of the Skipper and officers of the fishing boat on which he is serving in everything relating to his service and the fishing boat, and the stores and cargo thereof, whether on board, in boats, or on shore. And the Master agrees to pay to the Boy the wages and remuneration stated on the back of this Agreement, and to supply him with suitable and sufficient provisions to the satisfaction of the Superintendent of the Mercantile Marine Office at the port of ‡_____. And shall also whenever the Boy is on shore during the duration of this Agreement, with the consent of the Master or Skipper, provide him with suitable and sufficient board and lodging to the satisfaction of the said Superintendent. And it is hereby agreed that any embezzlement, or wilful or negligent destruction of any part of said boat's cargo or stores shall be made good to the Owner out of the wages of the Boy, and that the regulations for maintaining discipline sanctioned by the Board of Trade which are printed hereon and numbered § _____ are adopted as part of this Agreement. And it is hereby further agreed that the Boy shall not be required to serve on any Boat in which the Master is not during the continuance of such service himself serving as Skipper, First hand, or Seaman, or in which the Master does not during the continuance of such service possess an interest of at least one-eighth share. And it is agreed that the Boy shall receive from the Master the Wages and Remuneration aforesaid at the times stated on the back hereof, and that the Boy shall be entitled to participate in any sum or sums of money arising from any Salvage or Salvage Services performed or rendered by or by means of the Boat on which he is serving or the Crew thereof in such proportion as is stated on the back hereof.

Registered at the Port of _____ this _____ day of _____ 18 . Signed

‖ The probationary period of shall be allowed to the Boy under this Agreement, and if at the end of that period or the next return from sea thereafter he applies to the said Superintendent to put an end to the Agreement, the Superintendent may, after communicating with the Master, if he sees sufficient grounds for cancelling the Agreement, cancel and put an end to the same, and the Agreement shall thereupon be cancelled and ended from the date endorsed thereon by the said Superintendent.

And it is hereby further agreed that breaches of agreement or discipline alleged to have been committed by the Boy within the said probationary period shall not be taken before any Court for adjudication unless and until the said Superintendent shall have first had an opportunity of inquiring into the same, and have declined so to inquire, or shall upon inquiry determine to send the same for adjudication.

And it is hereby further agreed that¶

And it is hereby further agreed that the Boy or the Master may, after the expiration of the probationary period (if any), give to the other days notice to determine this Agreement, and the Agreement shall thereupon be determined, and the Boy shall be entitled to wages and remuneration up to and including the date of the expiration of such notice, to be paid on the day of such expiration: Provided always, that such notice of dismissal shall not be capable of expiring during the continuance of a voyage or at a place other than the port to which the boat on which the Boy is serving belongs.

And it is further agreed that either the Boy or the Master shall be entitled to appeal to the said Superintendent to decide any dispute between them arising out of this

* Here should be inserted the names of the boats on which the boy is to serve, or if he is intended to serve on no specific boats but any boats belonging to the Master or of which he is Skipper, then it should be left blank.

† Here must be inserted the nature of the engagement, whether for the voyage or for a stated period.

‡ The port which the Superintendent before whom it is signed considers most convenient.

§ The regulations sanctioned by the Board of Trade printed on this Agreement and the numbers of those which are to form part of this contract must be filled in.

‖ This and the next clause need only be inserted in cases where the agreement is to exceed one month or where the agreement is for more than one voyage and likely to continue for more than one month.

¶ Here insert any stipulations not contrary to law to which the parties agree and which the Superintendent approves.

Agreement or in relation to the Boy's service, and the said Superintendent's decision, if he thinks fit to decide the same, shall be final.

In witness whereof the said parties have hereunto set their hands on the day and in the year above written.

Signed in the presence of
and approved by

_____ Master.

_____ Boy.

_____

Superintendent of the Mercantile Marine Office at the port of

NOTE.—This agreement must be executed in triplicate; one copy will be retained and recorded by the Superintendent above referred to, one retained by the Master, and the other retained by the Boy.

[*To be printed on back of Agreement.*]

Endorsements referred to in the body of this Agreement and in the Act.

A.—Particulars of wages, remuneration, and payments. (Here are to be entered full particulars of all allowances, perquisites, wages, remunerations, emoluments, shares of catch, &c., with the times when the boy is to receive the same, and also the proportion of salvage the boy is to have.)

B.—(Here state pursuant to section 4 whether the nearest relations or the guardian or guardians assent, and such other particulars as the Act requires. If the superintendent acts as guardian he should state that the nearest relations or guardian or guardians cannot readily be found, or are not known, or that there are none, and that he has acted as guardian.

Here print the regulations with respect to boys for maintaining discipline sanctioned by the Board of Trade.

CHAPTER 42.

An Act to grant Money for the purpose of Loans by the Public Works Loan Commissioners and the Commissioners of Public Works in Ireland and the Irish Land Commission; and to amend the Acts relating to the said Commissioners, and for other purposes.

[25th August 1883.]

BE it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

Short title.

1. This Act may be cited as the Public Works Loans Act, 1883.

Citation of Acts. 38 & 39 Vict. c. 89. 39 & 40 Vict. c. 31. 42 & 43 Vict. c. 77. 44 & 45 Vict. c. 38. 45 & 46 Vict. c. 62.

2. The Public Works Loans Act, 1875, the Public Works Loans (Money) Act, 1876, the Public Works Loans Act, 1879, the Public Works Loans Act, 1881, and the Public Works Loans Act, 1882, may be together cited as the Public Works Loans Acts, 1875 to 1882.

PART I.

Grant of Money for Public Works Loan Commissioners.

Grant of 3,000,000*l.* for Public Works Loans.

3. (1.) For the purpose of loans by the Public Works Loan Commissioners,—

(*a.*) Any sum or sums, not exceeding in the whole the sum of three million pounds, may be issued out of the Consolidated