



NEW SOUTH WALES
GOVERNMENT GAZETTE.

Published by Authority.

WEDNESDAY, MARCH 9, 1836.

*Colonial Secretary's Office,
Sydney, 1st March, 1836.*

HIS Excellency the GOVERNOR is pleased to direct that the following Act of Parliament be re-published in this Colony for general information, viz. :—

5TH AND 6TH WILLIAM IV. CAP. XIX.
“*An Act to amend and consolidate the Laws relating to the Merchant Seamen of the United Kingdom, and for forming and maintaining a Register of all the Men engaged in that Service.*”
[30th July 1835.]

His Excellency further directs it to be notified that Henry Croasdale Wilson, Esquire, First Police Magistrate of Sydney, has been appointed to sanction the discharge of Seamen in New South Wales, as required by the 41st section of the Act above mentioned; and all Persons concerned are hereby required to apply to that Officer accordingly.

*By His Excellency's Command,
ALEXANDER M'LEAY.*

ANNO QUINTO & SEXTO
GULIELMI IV. REGIS.
CAP. XIX.

An Act to amend and consolidate the Laws relating to the Merchant Seamen of the United Kingdom, and for forming and maintaining a Register of all the Men engaged in that Service.
[30th July 1835.]

WHEREAS the prosperity, strength, and safety of this United Kingdom and of His Majesty's Dominions do principally depend on a large, constant, and ready supply of Seamen, as well for carrying on the commerce as for the defence thereof; and it is therefore necessary to aid by all practicable means the increase of the number of such Seamen, and to give them all due encouragement and protection, and to this end to amend and consolidate the laws relating to their regulation and government: Be it therefore enacted by the King'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, That from and after the Thirty-first Day of July One thousand eight hundred and thirty-five, from which day July 1835 this Act shall commence and take effect, the Acts an Act passed in the Second Year of 2 & 3 Ann. the Reign of Her late Majesty Queen c. 6. Anne, for the increase of Seamen, and better encouragement of Navigation, and security of the Coal Trade; and also an Act passed 2 G. 2. in the Second Year of the Reign of c. 36. His late Majesty King George the Second, for the better regulation and government of the Seamen in the Merchant Service; and also an Act passed in the Second Year of the Reign of His late Majesty King 2 G. 3. George the Third, for making perpetual c. 31. the last-mentioned Act, and for extending the provisions thereof to His Majesty's Colonies in America; and also an Act passed in the Thirty-first Year of the Reign of 31 G. 3. His said Majesty King George the c. 39. Third, for the better regulation and government of Seamen employed in the Coasting Trade of this Kingdom; and also an Act passed in the Forty-fifth Year of the Reign of 45 G. 3. His said late Majesty, for amending the c. 81. last-mentioned Act; and also an Act passed in the Thirty-seventh Year of 37 G. 3. the Reign of His said Majesty King c. 73. George the Third, for preventing the desertion of Seamen from British Merchant Ships trading to His Majesty's Colonies and Plantations in the West Indies; and also an Act passed in the Fifty-eighth Year of the Reign of 58 G. 3. of His said late Majesty King George c. 38. the Third, to extend and render more effectual the Regulations for the Relief of Seafaring Men and Boys, Subjects of the United Kingdom, in Foreign Parts; and also an Act passed 4G. 4.c.25. in the Fourth Year of the Reign of His late Majesty King George the Fourth, for regulating the number of Apprentices to be taken on board British Merchant Vessels, and for preventing the Desertion of Seamen therefrom; and also an Act

3 & 4 W. 4. passed in the Fourth Year of his present Majesty's Reign, for continuing an Act c. 88. of the Fifty-ninth Year of King George the Third, for facilitating the Recovery of the Wages of Seamen in the Merchants Service, shall be and the same are hereby declared to be repealed: Provided always, that all Offences which shall have been committed and all Penalties and Forfeitures which shall have been incurred previous to the Commencement of this Act, against the Provisions of the said Acts, shall and may be punishable and recoverable under the said Acts as if the same had not been repealed.

No Seaman to be taken to Sea without a written Agreement.

II. And be it further enacted, That it shall not be lawful for any Master of any Ship or Vessel belonging to any Subject of His Majesty of this United Kingdom, trading to Parts beyond the Seas or of any British registered Ship of the Burthen of Eighty Tons or upwards employed in any of the Fisheries of the United Kingdom, or in trading Coastwise or otherwise, to carry to Sea on any Voyage, either from this Kingdom or from any other Place, any Seaman or other Person as one of his Crew or Complement (Apprentices excepted,) without first entering into an Agreement in Writing with every such Seaman, specifying what Monthly or other Wages each such Seaman is to be paid, the Capacity in which he is to act, and the Nature of the Voyage in which the Ship is intended to be employed, so that the Seaman may have some Means of judging of the probable Period for which he is likely to be engaged; and the said Agreement shall contain the Day of the Month and Year in which the same shall be made, and shall be signed by the Master in the first instance, and by the Seamen respectively at the Port or Place where such Seamen shall be respectively shipped; and the Master shall cause the same to be, by or in the Presence of the Party who is to attest their respective Signatures thereto, truly and distinctly read over to every such Seaman, before he shall be required to sign the same, in order that he may be enabled to understand the Purport and Meaning of the Engagement he enters into and the Terms to which he is bound.

(Regulations respecting forms of agreements.)

III. And be it further enacted, That in the cases of Ships as aforesaid bound to parts beyond the seas, except as hereinafter provided, every such agreement shall be in the form and shall contain true entries under their respective heads of the several particulars set forth in the Schedule to this Act annexed and marked (A.), so far as the same can be ascertained; and that the Owners and the Master of every such Ship, or one of them, shall, on reporting his Ship's arrival at her Port of Destination in the United Kingdom, deposit or cause to be deposited with the Collector or Comptroller of the Customs at such Port a true Copy of such Agreement, attested by the Signature of the Master, to the intent that every person who may be interested in any such Agreement may at all times have the means of knowing the terms and conditions thereof; and that in the cases of Ships employed in fishing on the Coasts of the United Kingdom, and of Ships regularly trading from one part of the United Kingdom to another, and of Ships regularly trading or making regular voy-

ages to any of the Islands of Jersey, Guernsey, Alderney, Sark, and Man, or to any Port on the Continent of Europe between the river Elbe inclusive and Brest, the Agreement to be entered into as aforesaid shall be in the form and shall contain true entries under their respective heads of the particulars set forth in the Schedule to this Act annexed and marked (B.), so far as the same can be ascertained; and that the Owner or one of the Owners of every such Ship employed in fishing or in trading in any of the cases last mentioned, shall to the like intent, within Ten Days next after the expiration of every Six Months ending on the Thirtieth Day of June and the Thirty-first Day of December in each Year, deposit with the Collector or Comptroller of the Customs of the Port to which the Ship shall belong, a true Copy of every Agreement which shall have been entered into with any person composing part of the Crew thereof, within the preceding Six Months, attested by the Signature of such Owner; and all Copies of Agreements so required by this Act to be deposited as aforesaid shall, when the same shall have been so deposited, and shall be required to be produced in Evidence on the part of any Seaman, be received and taken as legal Proof of the Contents of the Agreement.

(Penalty for default.)

IV. And be it further enacted, That if any Master of any such Ship as aforesaid shall carry out to Sea any Seaman (Apprentices excepted) without having first entered into such Agreement as is hereby required, he shall for every such offence forfeit and pay the sum of Ten Pounds for or in respect of each and every such Seaman he shall so carry out contrary to this Act; and if any Master shall neglect to cause the Agreement to be distinctly read over to each such Seaman, as by this Act he is enjoined, he shall for every such neglect forfeit and pay the sum of Five Pounds; and if any Master shall neglect to deposit with the Collector or Comptroller of the Customs, a Copy of the Agreement hereby required to be made and deposited as aforesaid, or shall wilfully deposit a false Copy of any such Agreement, he shall for every such neglect or offence forfeit and pay the sum of Fifty Pounds.

(Seamen not to be deprived of legal remedies.)

V. And be it further enacted, That no Seaman, by entering into or signing such Agreement as aforesaid, shall forfeit his Lien upon the Ship, nor be deprived of any remedy for the recovery of his Wages which Seamen are now lawfully entitled to against either the Ship, the Master, or the Owners thereof; nor shall any Agreement made contrary to or inconsistent with the Provisions of this Act, or any Clause whereby a Seaman shall consent to forego the right which the Maritime Law validly gives him to Wages in the Case of Freight earned by Ships subsequently lost; or containing any words to that effect, be valid or binding on any Seaman signing the same; and that in cases in which it may be necessary that the Agreement should be produced to sustain a Claim on the part of a Seaman, no obligation shall lie upon the Seaman to produce the same, nor shall any Seaman fail in any suit or proceeding for the recovery

of his wages for want of the production of any such Agreement, or of any deposited Copy thereof as aforesaid, or for the want of any notice to produce the same; any Law or Usage to the contrary notwithstanding.

(Seamen refusing to join or to proceed in the Ship, or absenting themselves therefrom, may be committed to Gaol.)

VI. And be it further enacted, that in case a Seaman shall at any time, after having signed an Agreement as herein-before mentioned, neglect or refuse to join the Ship on board of which he shall have engaged to serve, or shall refuse to proceed to Sea in her, or shall absent himself therefrom without leave, it shall be lawful for any Justice of the Peace in any of His Majesty's Dominions at Home or Abroad, near to the place where such Ship shall happen to be, upon complaint of the fact made upon oath by the Master, Mate, or Owner thereof, and such Justice is hereby required, by his Warrant to cause such Seaman to be apprehended and brought before him; and in case such Seaman shall not give a Reason to the Satisfaction of such Justice for his Neglect, Refusal, or Absence, as the Case may be, upon due Proof of such Neglect, Refusal, or Absence it shall be lawful for any such Justice to commit such Seaman to the House of Correction, there to be kept to hard Labour for a Period not exceeding Thirty Days; Provided always, that in case such Seaman, on being apprehended and brought before the said Justice, shall consent to join the Ship and proceed on the Voyage for which he shall have agreed, it shall be lawful for the said Justice, at the Request of the Master, instead of committing such Seaman, to cause him to be conveyed on board the said Ship or to be delivered to the Master for the Purpose of proceeding on the Voyage, and also to award to the Master such Costs incurred in the Apprehension of the Seaman as to such Justice shall seem reasonable, not exceeding in any Case the Sum of Forty Shillings, which shall be chargeable against and may be abated from the Wages to grow due to such Seaman.

(Forfeiture for Temporary Absence from Duty.)

VII. And be it further enacted, That if any Seaman, after having signed such Agreement as aforesaid, or after the Ship on board which he shall have agreed to serve shall have left her first Port of Clearance, and before the Period for which he shall have agreed to serve shall be completed, shall wilfully and without Leave absent himself from the Ship, or otherwise from his Duty, he shall (in all Cases not of absolute Desertion, or not treated as such by the Master,) forfeit out of his Wages to the Master or Owner of such Ship the Amount of Two Days Pay for every Twenty-four Hours of such Absence, and in a like Proportion for any less Period of Time, or, at the Option of the said Master, the Amount of such Expenses as shall have been necessarily incurred in hiring a Substitute to perform his Work; and in case any Seaman while he shall belong to the Ship shall without sufficient Cause neglect to perform such his Duty as shall be reasonably required of him by the Master or other Person in Command of the Ship, he shall be subject to a like Forfeiture in respect of every such Offence, and of every Twenty-four Hours Continuance thereof; and in case any such Seaman, after having signed such

Agreement, or after the Ship's Arrival at her Port of Delivery, and before her Cargo shall be discharged, shall quit the Ship without a previous Discharge or Leave from the Master thereof, he shall forfeit to the Master, or Owner One Month's Pay out of his Wages; Provided always, that no such Forfeitures shall be incurred unless the Fact of the Seaman's temporary Absence, Neglect of Duty, or quitting the Ship shall be duly entered or recorded in the Ship's Log Book, which Entry shall specify truly the Hour of the Day at which the same shall have occurred, and the Period during which the Seaman was absent or neglected his Duty, the Truth of which Entry it shall be incumbent on the Owner or Master in all Cases of Dispute to substantiate by the Evidence of the Mate or some other credible Witness.

(How Amount of Forfeiture is to be ascertained when Seamen contract for the Voyage.)

VIII. And be it further enacted, That in all cases where the Seaman shall have contracted for Wages by the Voyage or by the Run, and not by the Month or other stated period of time, the amount of Forfeitures to be incurred by Seamen under this Act shall be ascertained in manner following; (that is to say,) if the whole time spent in the Voyage agreed upon shall exceed one Calendar month, the Forfeiture of One Month's Pay, expressed in this Act, shall be accounted and taken to be a Forfeiture of a sum of money bearing the same proportion to the whole wages as a Calendar Month shall bear to the whole time spent in the Voyage, and in like manner a Forfeiture of Two Days Pay or less shall be accounted and taken to be a Forfeiture of a Sum bearing the same proportion to the whole wages as the same period of time shall bear to the whole time spent in the Voyage; and if the whole time spent in the Voyage shall not exceed One Calendar Month, the Forfeiture of One Month's Pay shall be accounted and taken to be a Forfeiture of the whole Wages contracted for; and if such time shall not exceed Two Days, the Forfeiture of Two Days Pay shall be accounted and taken to be a Forfeiture of the whole Wages contracted for; and the Master is hereby authorised to abate the Amount of all Forfeitures herein-before enacted out of the Wages of any Seaman incurring the same.

(Forfeiture for Desertion.)

IX. And be it further enacted, That every Seaman who shall absolutely desert the Ship to which he shall belong shall forfeit to the Owner or Master thereof all his Clothes and Effects which he may leave on board, and all Wages and Emoluments to which he might otherwise be entitled, provided the circumstances attending such Desertion be entered in the Log Book at the time and certified by the signature of the Master and Mate or other credible Witness; and that an Absence of a Seaman from the Ship for any time within the space of Twenty-four hours immediately preceding the sailing of the Ship without permission from the Master thereof, or for any period however short, under circumstances plainly showing that it was his intention not to return thereto, shall be deemed an absolute Desertion; and in case any such Desertion shall take place in parts beyond the Seas, and the Master of the Ship shall be under the necessity of engaging any Seaman as a

Increased Wages paid in consequence of Desertion recoverable

from the substitute for the Deserter at a higher rate of Wages than that stipulated in the agreement to be paid to the Seaman deserting, the Owner or Master of the Ship shall be entitled to recover from the Deserter by summary Proceeding, in the same manner as Wages are by this Act made recoverable, any excess of Wages which such Owner or Master shall pay to such Substitute beyond the Amount which would have been payable to the Deserter in case he had duly performed his service pursuant to his Agreement.

(Penalty for Harboursing Deserters.)

X. And be it further enacted, That if any Person shall, either on Shipboard or on Shore, harbour or secrete a Seaman who shall have signed an Agreement to proceed on a Voyage to parts beyond the Seas, and shall have deserted or absented himself without leave from his Ship, knowing or having reason to believe him to be a Deserter or to be absent without leave, every Person so offending shall for every such Seaman so harboured or secreted forfeit and pay the Sum of Ten Pounds; and that no Debt exceeding in amount Five Shillings, incurred by any Seaman after he shall have signed any such Agreement as aforesaid, shall be recoverable until the Voyage agreed for shall have been concluded; nor shall it be lawful for any Keeper of a Public House or of a Lodging House for Seamen to withhold or detain any Chest, Bed or Bedding, Clothes, Tools, or other effects of any Seaman, for any pretended Debt alleged to have been contracted by any such Seaman; and in case any such Chest, Bed, Bedding, Clothes, Tools, or other Effects as aforesaid shall be withheld or detained contrary to this Act, it shall be lawful for any Justice of the Peace in any part of His Majesty's Dominions, upon Complaint upon Oath to be made by any such Seaman or on his Behalf, to inquire into the matter, and if he shall see right by Warrant under his Hand and Seal to cause any such Property or Effects so withheld or detained contrary to this Act to be seized and delivered over to the Seaman.

(The Period within which Wages are to be paid.)

XI. And be it further enacted, That the Master or Owner of every Ship shall and he is hereby required to pay to every Seaman entering into such Contract as aforesaid his Wages, if the same shall be demanded within the respective periods following; (that is to say,) if the Ship shall be employed in trading Coastwise, the Wages shall be paid within Two Days after the Termination of the Agreement, or at the Time when any such Seaman shall be discharged, whichever shall first happen; and if the Ship shall be employed in trading otherwise than Coastwise, then the Wages shall be paid at the latest within Three Days after the Cargo shall have been delivered, or within Ten Days after the Seaman's Discharge, whichever shall first happen; in either of which last-mentioned Cases of Payment being delayed, 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 estimated Balance due to him; and in Case any Master or Owner shall neglect or refuse to make Payment in manner

aforesaid, he shall for every such Neglect or Refusal forfeit and pay to the Seaman the Amount of Two Days Pay for each Day not exceeding Ten Days during which Payment shall without sufficient Cause be delayed beyond the Period at which such Wages or Part Wages are hereby required to be paid as aforesaid; for the Recovery of which Forfeiture the Seaman shall have the same Remedies as he is by Law entitled to for the Recovery of his Wages: Provided always, that nothing in this Clause contained shall extend to the Cases of Ships employed in the Southern Whale Fishery, or on Voyages for which Seamen by the Terms of their Agreement are compensated by Shares in the Profits of the Adventure.

(Such Payment of Wages to be deemed valid notwithstanding Bill of Sale, &c.)

XII. And be it enacted and declared, That every such Payment of Wages to a Seaman shall be valid and effectual in Law notwithstanding any Bill of Sale or Assignment which may have been made by any such Seaman of such Wages, or of any Attachment or Incumbrance thereon; and that no Assignment or Sale of Wages made prior to the Earning thereof, nor any Power of Attorney expressed to be irrevocable for the Receipt of any such Wages, shall be valid or binding upon the Party making the same.

(Masters to give Seaman their Certificates on their discharge.)

XIII. And be it further enacted, That upon the Discharge of a Seaman from the Ship in which he shall have served he shall be entitled to receive from the Master a Certificate of his Service and Discharge, specifying the Period of Service and the Time and Place of the Discharge of such Seaman, which Certificate shall be signed by the Master; and if any Master shall refuse to give such Certificate to any such Seaman without having reasonable Cause for his Refusal, he shall for every such Offence forfeit and pay to him the Sum of Five Pounds.

(For obtaining immediate Payment of Wages of Seamen in certain Cases.)

XIV. And be it further enacted, That if after a Seaman shall have been discharged from any Ship or Vessel Three Days he shall be desirous of proceeding to Sea on another Voyage, and in order thereto shall require immediate Payment of the Wages due to him, it shall be lawful for any Justice of the Peace in any Part of His Majesty's Dominions, on Application from such Seaman, and on satisfactory Proof that he would be prevented from Employment by Delay, to summon the Master or Owner of such Ship or Vessel before him, and to require Cause to be shown why immediate Payment of such Wages should not be made; and if it shall appear to the Satisfaction of such Justice that there is no reasonable Cause for Delay he shall order Payment to be made forthwith, and in default of Compliance with such Order such Master or Owner shall forfeit and pay the Sum of Five Pounds.

(Summary Mode of recovering Wages not exceeding Twenty Pounds.)

XV. And whereas Seamen, in Cases of Dispute, may be exposed to great Inconvenience, Expense, and Delay in obtaining Payment of their Wages; for Remedy thereof be it enacted,

That in all Cases of Wages not exceeding Twenty Pounds which shall be due and payable to a Seaman for his Service in any Ship as aforesaid, it shall be lawful for any Justice of the Peace in any Part of His Majesty's Dominions residing near to the Place where the Ships shall have ended her Voyage, cleared at the Custom House, or discharged her Cargo, or near to the Place where the Master or Owner upon whom respectively the Claim is made shall be or reside, upon Complaint on Oath to be made to such Justice by any such Seaman or on his Behalf, to summon such Master or Owner to appear before him to answer such Complaint, and upon the Appearance of such Master or Owner, or in default thereof, on due Proof of his having been so summoned, such Justice is hereby empowered to examine upon the Oath of the Parties and their respective Witnesses (if there be any) touching the Complaint and the Amount of Wages due, and to make such Order for Payment thereof as shall to such Justice appear reasonable and just; and in case such Order shall not be obeyed within Two Days next after the making thereof it shall be lawful for such Justice to issue his Warrant to levy the Amount of the Wages awarded to be due, by Distress and Sale of the Goods and Chattels of the Party on whom such Order for Payment shall be made, rendering to such Party the Overplus (if any shall remain of the Produce of the Sale) after deducting thereout all the Charges and Expenses incurred by the Seaman in the making and hearing of the Complaint, as well as those incurred by the Distress and Levy and in the Enforcement of the Justice's Order; and in case sufficient Distress cannot be found it shall be lawful for the said Justice to cause the Amount of the said Wages and Expenses to be levied on the Ship in respect of the Service on board which the Wages are claimed, or the Tackle and Apparel thereof; and if such Ship shall not be within the Jurisdiction of such Justice, then he is hereby empowered to cause the Party upon whom the Order for Payment shall be made to be apprehended and committed to the Common Gaol of the County, there to remain without Bail until Payment shall be made of the Amount of the Wages so awarded, and of all Costs and Expenses attending the Recovery thereof; and the Award and Decision of such Justice as aforesaid shall be final and conclusive as well on every such Seaman as on the Owner and Master of the Ship.

(In what Case Costs of Suit for Recovery of Wages not to be allowed.)

XVI. And be it further enacted, That if any Suit for the Recovery of a Seaman's Wages shall be instituted against the Ship, or the Master or Owner thereof, either in the High Court of Admiralty or in any Vice-Admiralty Court, or against the Master or Owner in any Court of Record in His Majesty's Dominions, and it shall appear to the Judge in the Course of such Suit that the Plaintiff might have had as effectual a Remedy for the Recovery of his Wages by Complaint to a Justice of the Peace as herein-before provided, then and in every such Case it shall be lawful for such Judge and he is hereby required to certify to that Effect, and thereupon no Costs of Suit shall be awarded to the Plaintiff.

No. 212. March 9, 1836.

(When Ship is sold at a Foreign Port, the Crew to be sent Home at the Expense of the Master or Owners.)

XVII. And be it further enacted, That whenever any Ship whatever belonging to any subject of the United Kingdom, except in cases of Wreck or Condemnation, shall be sold at any Port out of His Majesty's Dominions, the Master in all such Cases (unless the Crew in the presence of the British Consul or Vice-Consul, or in case of there not being any such Consul or Vice-Consul, then in the presence of One or more British Resident Merchants at such Port, shall signify their Consent in Writing to be there discharged,) shall and he is hereby required, besides paying them the Wages to which they shall be entitled under the Agreement, either to provide them with adequate Employment on board some other British Vessel Homeward bound, or to furnish the Means of sending them back to the Port in His Majesty's Dominions at which they were originally shipped, or to some Port in the United Kingdom, as shall be agreed upon, by providing them with a Passage Home, or depositing with the Consul or Vice-Consul such a Sum of Money as shall be by him deemed reasonably sufficient to defray the Expenses of their Subsistence and Passage; and if the Master shall refuse or neglect to do so, such Expenses when defrayed shall be a charge upon the Owner whose Ship shall be so sold, except in Cases of Barratry, Wreck or Condemnation, and may be recovered against such Owner as so much Money paid and expended on his Account, together with full Costs, at the Suit of the Consul or other Person defraying such Expenses, or of His Majesty's Attorney-General on behalf of His Majesty, in case the same shall have been allowed to the Consul out of the Public Monies.

(A Supply of Medicines to be kept on board, and Seamen hurt in the Service of the Ship to be provided with Advice, &c., gratis.)

XVIII. And whereas it is necessary that due Provision should be made for the Preservation of the Health and Lives of the Seamen employed in the Merchant Service; be it further enacted, That every Ship sailing from the United Kingdom to any place out of the same shall have and keep constantly on board the same a sufficient Supply of Medicines suitable to Accidents and Diseases arising on Sea Voyages, which shall be renewed from Time to Time as shall be found requisite; and in case any Default shall be made in providing or keeping supplied such Medicines as aforesaid, or in case any of the Seamen shall receive any Hurt or Injury in the Service of the Ship, the Expense of providing the necessary Surgical and Medical Advice, and Attendance and Medicines which the Seaman shall stand in need of until he shall have been cured or shall have been brought back to some Port of the United Kingdom, shall be borne and defrayed by the Owner and Master of the Ship, or One of them, without any Deduction whatever on that Account from the Seaman's Wages.

(Establishment of Register Office for Seamen.)

XIX. And whereas it is expedient that a Register should be formed and maintained of all the Mariners and Seafaring Men of the United Kingdom, be it therefore enacted, That as soon as conveniently may be after the passing of this Act there shall be established in the Port of London

an Office, to be called "The General Register Office of Merchant Seamen," which shall consist of a Registrar and such Assistants and Clerks with such Salaries and Allowances as shall be fixed and regulated from Time to Time by the Lord High Admiral or the Commissioners for executing the Office of Lord High Admiral of the United Kingdom for the Time being, and that such Office shall be kept at the Custom House of the said Port, and daily Attendance shall be given thereat during the usual Hours of Business there: and the said Registrar, his Assistants and Clerks, shall be under the Control and Directions of the said Lord High Admiral or the Commissioners for executing the Office aforesaid for the Time being.

(Letters to and from Registrar to be free from Postage.)

XX. And be it further enacted, That for the more readily carrying this Act into execution all Letters and Packets addressed to and sent by the said Registrar upon any Business relating to the Register Office created by this Act shall be free from the Duty of Postage; and that all Letters and Packets which shall be forwarded by the said Registrar in the Execution of his Duty as such Registrar shall be under a Cover, with the Words, "Pursuant to Act of Parliament of the Fifth Year of King William the Fourth," printed thereon, and the said Registrar shall sign his Name under such Words, and every such Cover shall be sealed with the Seal of his Office; and if the said Registrar or any other Person shall send or cause to be sent under any such Cover any Paper, Letter, or Writing, or any Inclosure, other than what shall relate to the public Business of the said Office, every Person shall for every such Offence forfeit and pay the Sum of One hundred Pounds.

(Masters of Ships trading Abroad to deliver Lists of their Crews on their Return.)

XXI. And whereas by an Act of the last Session of Parliament, intituled *An Act to amend an Act of the Twentieth Year of His Majesty King George the Second, for the Relief and Support of sick, maimed, and disabled Seamen, and the Widows and Children of such as shall be killed slain, or drowned in the Merchant Service, and for other Purposes*, a certain Book by way of Muster Roll is for the Purposes of the said Act required to be kept on board Merchant Ships, which Book is to contain such Entries and Statement of Account as by the said Act is required: And whereas it is expedient for the better effectuating the Objects of this Act that a due Return should be made to the said Registrar of Merchant Seamen of many of the Particulars in the said Act specified; be it therefore further enacted, That the Master of every Ship belonging to any Subject of His Majesty, and bound to Parts beyond the Seas, except in the Cases next hereinafter provided, shall not only keep the Book so required by the said recited Act, but shall, on reporting his Ship on her Arrival at her Port of Destination in the United Kingdom, deliver or cause to be delivered to the Collector or Comptroller of the Customs at such Port an Account, signed by himself, of all the Seamen and others (including Apprentices) who shall have belonged to the Ship at any Time during her Absence from the United Kingdom, which Account shall contain a true and correct Return under their respective Heads of the several Particulars expressed in the Form set forth

in the Schedule annexed to this Act, and marked (C).

(Masters of Ships in the Home Trade to return similar Lists.)

XXII. And be it further enacted, That within Twenty-one Days after the Thirtieth Day of June and the Thirty-first Day of December in each Year, the Owner or one of the Owners of every Ship as aforesaid employed in fishing on the Coasts of the United Kingdom, or in regularly trading from one Part of the United Kingdom to another, and of every Ship regularly trading or making regular Voyages to any of the Islands of Jersey, Guernsey, Alderney, Sark, and Man, or to any Port on the Continent of Europe between the River Elbe inclusive and Brest, shall deposit or cause to be deposited with the Collector or Comptroller of the Customs of the Port to which the Ship shall belong, or with the said Registrar in London, an Account, signed by such Owner, or by the Master, of the Voyages in which any such Ship shall have been engaged during the preceding Half Year ending on the respective Days above mentioned, and setting forth the Christian and Surname of the several Persons (including the Master and Apprentices) who shall have belonged to the Ship at any Time during such periods respectively, which Account shall be in the Form and shall contain a true and correct Return under their respective Heads of the several Particulars expressed in the Schedule marked (D.) and to this Act annexed.

(Return to be made in case of Ship lost or sold abroad.)

XXIII. And be it further enacted, That in case any Ship as aforesaid shall be lost or sold while absent from the United Kingdom, then an Account containing a similar Return as required in the several and respective Cases before mentioned, which shall be made out up to the Period of such Loss or Sale, shall by the Persons who shall at that Time have been respectively Owner and Master thereof, or by One of them, be delivered or transmitted to the said Registrar in the Port of London so soon as he shall be enabled to make such Return after the Loss, and within Twelve Calendar Months at farthest after the Sale of the Ship.

(Lists to be certified, and transmitted to the Registrar.)

XXIV. And be it further enacted, That the said several Accounts and Returns by this Act required to be deposited with or delivered to the Collector or Comptroller as aforesaid shall by such Officers of the Customs be transmitted from Time to Time to the said Registrar for the Purposes of this Act; and every such Owner or Master of any Ship as aforesaid who shall refuse or wilfully neglect to deliver or cause to be delivered any such List or Account as by this Act is required, shall for every such Refusal or Neglect forfeit and pay the Sum of Twenty-five Pounds.

(As to the Disposal of the Effects of Seamen dying Abroad.)

XXV. And in order that due Care may be taken of the Effects of British Seamen dying in Foreign Parts, and that a proper Disposition may be made thereof, be it further enacted, That

whenever a *British Seaman* being Abroad shall die elsewhere than on board a *British Ship*, leaving any Money or Effects within the Limits of any *British Consulate*, it shall be lawful for His Majesty's Consul there, and he is hereby required to claim and take charge of all such Money and Effects, and to dispose of the said Effects for the Benefit of the next of Kin of the Deceased or other Person who may be by Law entitled to the same; and in case no Claim shall be made to the same within Three Calendar Months after the Death of such Seamen, the said Consul shall, after abating the Amount of any Expenses which shall have incurred in getting in the Assets of the Deceased, remit the Balance of all such Monies which either have already arisen or shall hereafter arise by the Means aforesaid to the President and Governors of the Corporation "For the Relief and Support of sick, maimed, and disabled Seamen, and of the Widow and Children of such as shall be killed, slain, or drowned, in the Merchant Service," to be by such President and Governors paid over and disposed of in the same Manner and under the same Regulations as are provided by the said recited Act of the last Session of Parliament with respect to the Wages of Seamen dying on board Merchant Ships; and in case any Seamen so dying as last mentioned shall leave on board the Ship to which he shall belong any Monies, Clothes, or other Effects, and the same shall not be claimed within One Month after the Ship's Return to the United Kingdom by the Executor or Administrator of the Deceased, then the Master of the said Ship shall, and he is hereby required to deposit the same or the Proceeds arising therefrom with the President and Governors aforesaid, to be by them disposed of in the same Manner as is provided by the said Act with respect to the Wages of deceased Seamen.

(Parish Boys may be put out Apprentices in the Sea Service.)

XXVI. And whereas the giving due Encouragement to such of the Youth of the United Kingdom as shall voluntarily betake themselves to the Sea Service, and obliging others to do so who by reason of their own or their Parents Poverty are destitute of the Means of obtaining Subsistence and Employment, will not only greatly tend to the Increase of able and experienced Seamen, as well for the Service of the Royal Navy as for carrying on the Commerce of His Majesty's Subjects, but will likewise provide them with Employment, and thus materially diminish the Burthen of Expense cast upon Parishes by their Maintenance; be it therefore enacted, That it shall be lawful for the Overseers of the Poor of other Persons having the Authority of Overseers of the Poor of any Parish, Township, or Place in the United Kingdom, or in whom the Duty of Overseers or Guardians of the Poor shall or may be vested, and they are hereby empowered, to bind by Indenture and put out any Boy having attained the Age of Thirteen Years, and of sufficient Health and Strength, who or whose Parent or Parents is or are chargeable to or maintained by any such Parish or Township, or who shall beg for Alms therein, with his Consent but not otherwise, an Apprentice in the Sea Service to any of His Majesty's Subjects being the Master or Owner of any Ship registered in any Port of the United Kingdom, for so long Time,

and until such Boys shall respectively attain the Age of Twenty-one Years, which binding shall be as effectual in the Law to all Intents and Purposes as if such Boy had been bound by virtue of any Statute now in force respecting the binding of Parish Apprentices, or as if such Boy were of full Age and had bound himself an Apprentice, and notwithstanding the Residence of the Master or Owner to whom he may be bound shall be more than Forty Miles distant from such Parish or Place: Provided always, that every such Binding shall be made in the Presence of Two Justices of the Peace acting for the County, Riding, Division, City, Borough, or Place within which such Parish or Township shall be situate, which Justice shall execute the Indenture in Testimony of their having been satisfied that such Boy hath attained the Age, and is of sufficient Health and Strength as required by this Act; and to the end that the Period when the Service under such Indenture shall expire may the more certainly appear, the Age of every such Boy shall be inserted in his Indenture, the same being truly taken from a Copy of the Entry of his Baptism in the Register Book of the Parish in which he was born (where the same can be obtained), which Copy shall be given and attested by the Officiating Minister of such Parish without Fee or Reward: and in Cases wherenosuch Entry of Baptism can be found the Justices aforesaid shall inform themselves as fully as they can of such Boy's Age, and from such Information shall insert the same in his said Indenture, and the Age of every such Boy so inserted therein shall (in relation to the Continuance of his Service) be taken to be his true Age without any further Proof thereof.

(Parish Apprentices may be turned over to the Sea Service.)

XXVII. And be it further enacted, That it shall be lawful for any Master or Person to whom any poor Parish Apprentice shall have been or shall be here-after bound to a Service on shore according to the Statutes already in force relating to such Apprentices, or for the Executors or Administrators, or, there being none such, for the Widow of any such deceased Master, with the Concurrence of Two or more Justices of the Peace residing in or near to the Place where such poor Boy shall have been bound Apprentice, to assign and turn over such poor Boy, with his Consent but not otherwise, Apprentice to any Master or Owner, of any Ship not having her Compliment of Apprentices as herein-after required to be employed by such Master or Owner in the Sea Service during the Period then remaining unexpired of his Apprenticeship.

(Indentures may be assigned on the Death of the Master.)

XXVIII. And be it further enacted, That in the event of the Death of the Master of any such poor or Parish Apprentice to the Sea Service, it shall be lawful for the Widow or the Executor or Administrator of such deceased Master to assign the Indenture of any such Apprentice for the Residue of the Term then unexpired therein to any Master or Owner of any such Ship not having the Compliment of Apprentices as herein-after required; all which Assignments, if executed within the Limits of the Port of London, shall be attested by the said Registrar or One of his As-

assistants or Clerks, and if at any other Port shall be attested by the Collector or Comptroller of the Customs of such Port.

(Parish Officers to prepare Indentures.)

XXIX. And be it further enacted, That such Overseers or other Persons as aforesaid shall cause the Indentures of Apprenticeship to be prepared and transmitted in Duplicate, if the Master or Owner of the Ship to whom such Apprentice is to be bound shall be or reside within the Limits of the Port of London, to the said Registrar, and if at any other Port to the Collector or Comptroller of the Customs at such Port; and the Constable of the Customs at such Port; and the said Overseers or other Persons as aforesaid shall cause each such poor Boy to be conducted and conveyed to such Port or Place by the Constable and at the Expense of the Parish or Township sending him thither, and shall also, upon the Execution by the Master of the Counterpart of the Indentures, cause to be paid down to the Master the Sum of Five Pounds, to be expended in providing such Boy with necessary Sea Clothing and Bedding; which Sum, as well as the expenses to be incurred in the Conveyance of the Boy as aforesaid, shall, when paid, be allowed to them in their Accounts of Monies expended in relation to the Poor.

(How Counterparts of Indentures to be attested.)

XXX. And be it further enacted, That the Counterparts of all such Indentures shall, if the Master shall be or reside within the Limits of the Port of London, be executed in the Presence of and attested by the said Registrar or One of his Assistants or Clerks, and if at any other Port by the Collector or Comptroller of the Customs at such Port, and also in both Cases by the Constable or other Officer who shall convey such Apprentices thither, and such Indentures shall bear Date respectively on the Days on which they are executed; and the Constable on his Return shall deliver such Counterparts to the Overseers or other Persons as aforesaid, to be by them registered and preserved.

(Every Ship to have Apprentices according to her Tonnage.)

XXXI. And be it further enacted, That the Master of every Ship belonging to any Subject of the United Kingdom, and of the Burthen of Eighty Tons and upwards, shall have on board thereof, at the Time of clearing out from any Port of the United Kingdom, One Apprentice or more, in the following Proportions to the Number of Tons of his Ship's Admeasurement, according to the Certificate of Registry; that is to say, every ship of Eighty Tons and under Two hundred Tons shall have One Apprentice at the least, every Ship of Two hundred Tons and under Four hundred Tons shall have Two Apprentices at the least, every Ship of Four hundred Tons and under Five hundred Tons shall have Three Apprentices at the least, every Ship of Five hundred Tons and under Seven hundred Tons shall have Four Apprentices at the least, and every Ship of Seven hundred Tons and upwards shall have Five Apprentices at the least, all of whom at the Period of their being bound respectively shall have been under Seventeen Years of Age, and shall have been duly bound for the Term of Four Years at the least;

and if any such Master shall neglect to have on board his Ship the Number of Apprentices as hereby required he shall for every such Offence forfeit and pay the Sum of Ten Pounds in respect of each Apprentice so deficient.

(Apprentices exempt from Contributions for Hospitals.)

XXXII. And be it further enacted, That no Apprentice bound or assigned pursuant to this Act, nor any Master or Owner in respect of any such Apprentice, shall be liable to the Payment of any Contribution towards the Support of any Hospital or Institution.

(Indentures and Assignments to be registered.)

XXXIII. And be it further enacted, That the said Registrar in London and the Collector and Comptroller of the Customs at each other Port shall, in a Book to be kept for that Purpose, cause to be entered from Time to Time all such Indentures and Assignments of Parish Apprentices as aforesaid, specifying therein the Dates thereof, the Names and Ages of the Apprentices, the Parishes or Places from whence sent, the Names and Residences of the Masters to whom bound or assigned, and the Names, Ports, and Burthen of the respective Ships to which such Masters belong, and shall make and subscribe on each Indenture or Assignment respectively an Indorsement purporting that the same hath been duly registered pursuant to this Act; and every such Collector and Comptroller shall also at the end of each Quarter of the Year transmit a List of the Indentures and Assignments so registered by him within the preceding Quarter, containing all the Particulars aforesaid, to the said Registrar, for the Purposes of this Act.

(Indentures of Apprentices to be registered.)

XXXIV. And be it further enacted, That in every Case of a Person voluntarily binding himself Apprentice to the Sea Service the Indentures to be executed on such Occasions shall be registered in a Book to be kept for that Purpose by the said Registrar in London, and by the Collector and Comptroller of the Customs at each other Port at which the Indenture shall be executed, in which Book shall be expressed the Dates of the several Indentures, the Names and Ages of the Apprentices, the Names and Residence of their Masters, and (if known) the Names, Port, and Burthen of the several Ships on board which they are respectively to serve; and such Registrar and Collector or Comptroller respectively shall indorse and subscribe upon each Indenture a Certificate purporting that the same hath been duly registered pursuant to this Act, and the said Collector and Comptroller shall also at the End of each Quarter of the Year transmit a List of the Indentures so registered by them within the preceding Quarter, containing all the Particulars aforesaid, to the said Registrar, for the Purposes of this Act; and that it shall be lawful for the Master, or in case of his Death his Executor or Administrator, with the Consent of the Apprentice if of the Age of Seventeen Years or upwards, and if under that Age with the Consent of his Parent or Guardian, to assign or transfer the Indenture of any such Apprentice to any other Person who may be the Master or Owner of any registered Ship; and all such voluntary Apprentices may, during the Term for

which they shall be bound, be employed in any Ship of which the Master of any such Apprentice may be the Master or Owner: Provided always, Assign- that every such Assignment shall be ments to be registered and indorsed by the said registered. Registrar, or by the Collector or Comptroller of the Customs at the Port where the Master shall be resident, or to which his Ship shall belong, in which latter Case the said Collector or Comptroller shall notify the same to the said Registrar as is herein-before provided with regard to the Indenture of such Apprentice.

(Agreement and Indentures of Apprentice exempt from Stamp Duty.)

XXXV. And be it further enacted, That all Agreements with the Crew of a Ship made in pursuance of and in conformity with this Act, and all Indentures of Parish and voluntary Apprentices to the Sea Service, and all Counterparts and Assignments of such Indentures to be respectively executed after the passing of this Act, shall be wholly exempt from Stamp Duty.

(Penalty on Masters neglecting to register Indentures; and for suffering Apprentices to quit their Service.)

XXXVI. And be it further enacted, That if any Master to whom any Apprentice mentioned in this Act shall be bound or assigned shall neglect to cause the Indenture or the Assignment thereof (as the Case may be) to be registered as required by this Act, or shall, after the Ship shall have cleared Outwards on the Voyage upon which such Ship may be bound, suffer his Apprentice to quit his Service (not entering into that of His Majesty), except in case of Death, Desertion, Sickness, or other unavoidable Cause, to be certified in the Log Book of the Ship, every such Master shall for every such Offence forfeit and pay the Sum of Ten Pounds.

(Justices to determine Complaints.)

XXXVII. And be it further enacted, That any Two or more Justices of the Peace residing at or near to any Port at which any Ship as aforesaid, having on board thereof any Sea Apprentice, shall at any Time arrive, shall have full Power and Authority to enquire into and examine, hear and determine, all Claims of Apprentices upon their Masters under their Indentures, and all Complaints of hard or ill Usage exercised by their respective Masters towards any such their Apprentices, or of Misbehaviour on the Part of any such Apprentice, and to make such Orders therein as they are empowered by Law to do in other Cases between Masters and Apprentices.

(Common Assaults may be summarily punished by two Justices.)

XXXVIII. And whereas by an Act passed in the Ninth Year of the Reign of His late Majesty King George the Fourth, for consolidating and amending the Statutes in England relative to Offences against the Person, a summary Jurisdiction is provided for the Punishment of Persons guilty of common Assaults and Batteries: And whereas it is expedient that the Provisions of the said Act should be extended to similar Offences committed on board Merchant Ships as herein-after provided; be it therefore further enacted, That in the Case of any Assault or Battery which shall after the Commencement of this Act be committed on board any

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Merchant Ship belonging to any Subject of the United Kingdom in any Place at Sea, or out of His Majesty's Dominions, it shall be lawful for any Two Justices of the Peace in any Part of His Majesty's Dominions, upon Complaint of the Party aggrieved, to hear and determine any such Complaint, and to proceed and make such Adjudication thereon as by the said Act any Two Justices are empowered to do, subject however to such Provisoos and Limitations as are contained in the said Act with respect to the Cases of Assault and Battery therein mentioned; and the Fine or Forfeiture to be imposed in any such Case shall be payable to the Merchant Seaman's Hospital or Institution at or nearest to the Port or Place where such Adjudication shall be made.

(Masters entitled to receive the Wages of Apprentices entering into the Navy.)

XXXIX. And be it further enacted, That no Parish or voluntary Apprentice to the Sea Service shall be at liberty to enter into the Naval Service of His Majesty during the Period of his Apprenticeship without the Consent of his Master; but if nevertheless he shall voluntarily enter on board any of His Majesty's Ships of War, and shall be allowed by his Master to continue therein, such Master, in case he shall give Notice to the Secretary of the Admiralty of his Consent to his Apprentice remaining in His Majesty's Service during the Residue of the Term of his Apprenticeship, shall, upon the Production of his Indenture, be entitled, at the Time of paying off the Ship, to receive to his own Use any Balance of Wages that may be then due and payable to any such Apprentice up to the Period of the Expiration of his Indenture.

(Forcing on Shore or leaving behind any Person belonging to the Crew deemed a Misdemeanor.)

XL. And whereas great Mischiefs have arisen from Masters of Merchant Ships leaving Seamen in Foreign Parts, who have been thus reduced to Distress, and thereby tempted to become Pirates, or otherwise misconduct themselves, and it is expedient to amend and enlarge the Law in this Behalf; be it therefore further enacted, That if any Master of a Ship belonging to any Subject of the United Kingdom shall force on Shore and leave behind, or shall otherwise wilfully and wrongfully leave behind on Shore or at Sea, in any place in or out of His Majesty's Dominions, any Person belonging to his Crew, before the Return to or Arrival of such Ship in the United Kingdom, or before the Completion of the Voyage or Voyages for which such Person shall have been engaged, whether such Person shall have formed Part of the original Crew or not, every Person so offending shall be deemed guilty of a Misdemeanor, and shall suffer such Punishment by Fine or Imprisonment or both as to the Court before which he shall be convicted shall seem meet; and the Jurisdiction said Offence may be prosecuted by of Courts for Information at the Suit of the Attor- trying such ney General on behalf of His Majesty, Misdemea- or by Indictment or other Proceeding nors. in any Court having Criminal Jurisdiction in His Majesty's Dominions at Home or Abroad, where such Master or other Person as aforesaid shall happen to be, although the Place where the Offence may be therein averred to have been committed (which Averment is hereby required to be

substantially according to the Fact) shall appear to be out of the ordinary local Jurisdiction of such Court; and such Court is hereby authorised to issue a Commission or Commissions for the Examination of any Witnesses who may be absent or out of the Jurisdiction of the Court; and at the Trial the Depositions taken under such Commission or Commissions, if such Witnesses shall be then absent, shall be received in Evidence.

(Seamen not to be discharged Abroad, without Sanction of One of certain Functionaries.)

XLII. And be it further enacted, That no such Master shall discharge any individual Person of his Crew, whether British Subject or Foreigner, at any of His Majesty's Colonies or Plantations, without the previous Sanction in Writing of the Governor, Lieutenant-Governor, Secretary, or other Officer appointed in that Behalf by the Government there, or in the Absence of all such Authorities at or near to the Port or Place at which the Ship shall be then lying, then of the chief Officer of Customs of such Colony or Plantation resident at or near to such Port or Place; nor shall he discharge any such Person at any other Place Abroad without the like previous Sanction in Writing of His Majesty's Minister, Consul, or Vice-Consul there, or in the Absence of any such Functionary, then of Two respectable Merchants resident there; all which said Functionaries respectively are hereby authorised and required, and all which said Merchants are hereby authorised, in a summary Way to inquire into the Grounds of any such proposed Discharge by Examination on Oath, and thereupon to grant or refuse such Sanction according to their Discretion, having Regard to the Objects of this Act.

(Nor to be left Abroad on the Plea of Incapacity to proceed, Desertion, or Disappearance, without a similar Authority.)

XLIII. And be it further enacted, That no such Master shall be at liberty to leave behind at any Place Abroad, either on Shore or at Sea, any Person of his Crew as aforesaid, on the Plea of such Person not being in a Condition to proceed on the Voyage, or having deserted from the Ship, or otherwise disappeared, unless upon a previous Certificate in Writing of One of such Functionaries or Merchants as aforesaid, if there be any such at or within a reasonable Distance from the Place where the Ship shall then be, if there be Time to procure the same, certifying that such Person is not in such Condition, or has deserted or disappeared, and cannot be brought back; and all such Functionaries as aforesaid are hereby authorised and required, on the Application of any such Master, to inquire by Examination on Oath into the Circumstances, and to give or refuse such Certificate according to the Result of such Examination.

(If any of the Crew are left behind, the Proof of Sanction or Authority shall be upon the Master.)

XLIII. And be it further enacted, That if any such Master shall leave behind any One of his Crew as aforesaid contrary to this Act, in any Indictment or Proceeding the Proof of his having obtained such Sanction or Certificate as aforesaid shall be upon him, it being the Intention hereof that, except in the Case of entering into His Majesty's Naval Service, no Person of the Crew shall be discharged, either with or without his

Consent, in any Place Abroad where such Functionary can be found; unless he shall have given such Sanction thereto.

(Seamen when allowed to be left behind to be paid their Wages.)

XLIV. And be it further enacted, That every such Master who shall leave any Person of his Crew as aforesaid on Shore at any Place Abroad, under a Certificate of his not being in a Condition to proceed on the Voyage, shall deliver to One of the said Functionaries, or if there be none such to any Two respectable Merchants there, or if there be but One then to such One Merchant, a just and true Account of the Wages due to such Person, and pay the same to the Seaman either in Money or by a Bill drawn upon the Owner of his Ship; and if by Bill, then such Functionary or Merchant, according to the Case, is hereby authorised and required by Certificate indorsed on such Bill to testify that the same is drawn according to this Act for Money due on account of Wages of a Seaman, or to that Effect; and any such Master who shall deliver a false Account, or refuse or neglect to deliver a just and true Account of the Wages due to such Person, and to pay the Amount thereof in Money or by Bill as aforesaid, shall for every such Offence forfeit and pay, in addition to the Wages due, the penal Sum of Twenty-five Pounds.

(Act not to extend to prevent Seamen from entering into the Navy.)

XLV. Provided always, and be it further enacted, That nothing in this Act or in any Agreement contained shall be deemed to extend to prevent any Seaman or Person belonging to any Merchant Ship whatever from entering or being received into the Naval Service of His Majesty, nor shall any such Entry be deemed a Desertion from the Merchant Ship, nor incur any Penalty or forfeiture whatever, either of Wages, Clothes, or Effects, or other Matter or Thing, notwithstanding any Agreement made to the contrary hereof; and all Masters and Owners of Ships are strictly prohibited from introducing into any Ship's Articles or Agreement with the Crew any Clause or Matter by which any Penalty or Forfeiture of any Kind is agreed to be incurred by a Seaman upon his Entry into His Majesty's Service.

(Upon Entry of Seamen into the Navy from Merchant Ships they shall be entitled to the immediate Delivery up of their Clothes and Payment of any Wages that may be due.)

XLVI. And be it further enacted, That when any Seaman shall quit a Merchant Ship in order to enter into His Majesty's Naval Service, and shall thereupon be actually received into such Service, not having previously committed any Act amounting to and treated by the Master as a total Desertion, he shall be entitled immediately upon such Entry to the Delivery up of all his Clothes and Effects on board such Merchant Ship, and (in case the Ship shall have earned Freight) to receive from the Master the Payment of the proportionate Amount of his Wages up to the Period of such Entry, either in Money or by a Bill on the Owner thereof; all which Clothes, Effects, Money, and Bill such Master is hereby required to deliver up to him accordingly, under a Penalty of Twenty-five Pounds for any Refusal or Neglect, to be recovered, with full Costs of Suit, by such Seaman: Provided always, that if no Freight shall have been

earned at the Time of such Entry, then the Master shall and he is hereby required to give the Seaman so entering a Bill upon the Owner for his Wages to the Period of such Entry, payable on the Ship's safe Arrival at her destined Port; but in case the Master shall have no Means of ascertaining the Balance justly due he shall make out and deliver to such Seaman a Certificate of the Period of his Services and the Rate of Wages he is entitled to, producing at the same Time to the Commanding or other Officer of His Majesty's Ship the Agreement entered into with the Seaman for the Voyage; and every such Master upon the Delivery up of such Clothes and Effects and the Settlement of such Wages in manner herein mentioned, shall be entitled to receive from the Officer in Command of the Ship of His Majesty into which such Seaman shall have entered a Certificate signed by the said Officer, which such Officer is hereby required to give upon the Request of the Master, testifying that such Seaman has entered into such Ship of His Majesty to serve, as Proof that the Master had not parted with the Seaman contrary to the Provisions of this Act.

(Power to His Majesty to sue for the Amount advanced for the Relief of Seamen left Abroad.)

XLVII. And be it further enacted, That in all Cases where any Master shall have forced on Shore or left behind any Person against the Provisions of this Act, and such Person shall become distressed and be relieved under the Provisions of an Act passed in the Eleventh Year of the Reign of His late Majesty King George the Fourth, for amending and consolidating the Laws relating to the Pay of the Royal Navy, or under any Act hereafter to be passed, then, in addition to the Wages due from and the Penalties imposed on such Master, His Majesty shall be entitled to sue such Master or the Owner of the Ship, at the option of the Commissioners for executing the Office of Lord High Admiral of the United Kingdom, for all the Charges and Expences which shall have been incurred on the Subsistence, necessary Clothing, and Conveyance Home of any such Person, as so much Money paid, laid out, and expended to the use of the Defendant, which, together with full Costs of Suit, may be recovered in the same manner as other Debts due to His Majesty are recoverable in any Court having Jurisdiction in Cases of Debts due to the Crown; and in any Proceeding for that purpose Proof of the Account furnished to the said Commissioners by any One of such Functionaries, or by such Two Merchants or One Merchant, according to the Case, as provided by the said Act of the Eleventh Year of King George the Fourth, shall, together with Proof of Payment by the said Commissioners or by the Treasurer of the Navy of the Charges incurred on account of any such Person, be sufficient evidence that such Person was relieved and conveyed Home, according to the Intent of the said Act, at His Majesty's Expence; and the Court in which any Proceeding for the Recovery of the said Money shall be instituted is hereby authorized to issue a Commission or Commissions for the Examination of Witnesses Abroad, and the Depositions taken under such Commission or Commissions shall be received as Evidence.

(Ship's Agreement on Arrival at a Foreign Port to be deposited with the Consul.)

XLVIII. And in order the more effectually to secure a Compliance with the Provisions of this

Act, be it further enacted, That every Master of a Ship belonging to any Subject of His Majesty, on his Arrival at any Foreign Port where there shall be a British Consul or Vice-Consul, shall deliver to such Consul or Vice-Consul the Agreement with his Ship's Crew, to be by such Consul or Vice-Consul preserved during the Ship's Stay there, and to be returned to the Master before his leaving the Port, without any Fee or Charge Penalty for being made for the same; and if any Neglect such Master shall refuse or neglect to deliver any such Agreement to the Consul or Vice-Consul, as is hereby required, he shall for every such Offence forfeit and pay the Sum of Twenty-five Pounds.

(No Seaman to be shipped at a Foreign Port without the Privity of the Consul.)

XLIX. And be it also enacted, that during the Ship's stay at any such Foreign Port no Seaman shall be shipped by any such Master except with the privity of such Consul or Vice-Consul, to be indorsed or certified on the Agreement, under a penalty of Twenty-five Pounds to be forfeited by any such Master for every Seaman who shall be so shipped in Breach of this Act.

(Masters to produce Agreements to Officers of King's Ships.)

L. And be it further enacted, That the Master of every Ship belonging to any Subject of His Majesty as aforesaid shall and he is hereby required to produce and show the Muster Roll of the Ship and the Agreement with his Crew to the Captain, Commander, or other Commissioned Officer of any of His Majesty's Ships requiring a production and sight thereof; and that it shall be lawful for any such Officer in His Majesty's Naval Service, if he shall think it necessary so to do, to muster the Crew and Passengers (if any) of any Ship belonging to any Subject as aforesaid, in order to be satisfied that the Provisions of this Act and of any other Act by which the Crews of Merchant Ships are regulated, and the Laws relating to Navigation with respect to the Crews of Merchant Ships, have been duly complied with; and if any such Master shall, upon being required so to do by any such Officer, neglect or refuse to produce such Muster Roll or such Agreement, or shall obstruct any such Officer in the execution of his duty in mustering the said Crew or Passengers, or shall produce any false Muster Roll, he shall for every such offence forfeit and pay the sum of Twenty-five Pounds.

(Registrar and Officers of Customs empowered to require Production of the Agreement and Muster Roll.)

LI. And be it further enacted, That for the better carrying into effect the Purposes of this Act it shall be lawful for the said Registrar and his Assistants, and also for the respective Collectors or other chief Officers of the Customs, at the several Ports of the United Kingdom and of the British Possessions Abroad, to demand from the Master of every Ship hereby required to enter into an Agreement with his Crew the Production of the Muster Roll of the Ship and also of such Agreement, with Liberty to take a Copy of either or both, and to muster the Crew and Apprentices of such Ship, for the purpose of ascertaining whether the Provisions of this Act and of the Laws relating to Navigation have been complied with; and if any such Master, on such demand being

made, shall refuse or neglect to produce such Muster Roll or Agreement, or shall refuse to allow a Copy of either Document to be taken, or shall refuse to permit or shall prevent his Crew and Apprentices from being so mustered, he shall for every such Neglect, Refusal, or Offence forfeit and pay the Sum of Fifty Pounds.

(Definition of the Terms Master, Seaman, Ship, and Owner.)

LII. And to avoid Doubts in the Construction of this Act, be it further enacted, That every Person having the Charge or Command of any Ship belonging to any Subject of the United Kingdom shall, within the Meaning and for the Purposes of this Act, be deemed and taken to be the Master of such Ship; and that every Person (Apprentices excepted) who shall be employed or engaged to serve in any Capacity on board the same, shall in like Manner be deemed and taken to be a Seaman within the meaning and for the purposes of this Act; and that the term "Ship," as used in this Act, shall be taken and understood to comprehend every description of Vessel navigating on the Sea; and that the term "Owner," as applied to a Ship, shall be understood to comprehend all the several Persons, if more than one, to whom the Ship shall belong; and that all Steam and other Vessels employed in carrying Passengers or Goods shall be deemed Trading Ships within the Meaning and for the Purposes of this Act.

(Recovery of Penalties.)

LIII. And be it further enacted, That all Penalties and Forfeitures imposed by this Act, and for the Recovery whereof no specific mode is herein-before provided, shall and may be recovered, with Costs of Suit, in manner following; (that is to say,) all Penalties and Forfeitures not exceeding Twenty Pounds shall be recoverable at the Suit of any Person by Information and summary Proceeding before any one or more Justice or Justices of the Peace in any part of His Majesty's Dominions, residing near to the place where the Offence shall be committed or where the Offender shall be, which Justice or Justices shall have full power to levy the Amount of any such Penalty or Forfeiture and Costs by Distress and Sale of the Offenders Goods, or by Commitment of the Offender for Nonpayment of the Amount; and all Penalties and Forfeitures exceeding Twenty Pounds shall and may be recovered, with Costs of Suit, in any of His Majesty's Courts of Record at Westminster, Edinburgh, or Dublin, or in the Colonies, at the Suit of His Majesty's Attorney General or other chief Law Officer of the Crown in any part of His Majesty's Dominions other than in Scotland, and if in Scotland at the Suit of the Lord Advocate; and that all

Penalties and Forfeitures mentioned in this Act for which no specific Application is herein-before provided shall, when recovered, be paid and applied in manner following; (that is to say,) One Moiety of every such Penalty shall be paid to the Informer or Person upon whose Discovery or Information the same shall be recovered, and the residue shall be divided between Greenwich Hospital and the Merchant Seamen's Hospital or Institution at the Port to which the Ship shall belong, and if there shall be none such at the said Port, then the whole of the said residue shall be paid to Greenwich Hos-

pital: Provided always, that it shall be lawful for the Court before which or the Justice or Justices before whom any proceedings shall be instituted for the recovery of any pecuniary Penalty imposed by this Act to mitigate or reduce such Penalty as to such Court or Justices respectively shall appear just and reasonable, in such manner, however, that no such Penalty shall be reduced below One Half of its original Amount: And provided also, that all Proceedings so to be instituted shall be commenced within two years next after the Commission of the Offence, if the same shall have been committed at or beyond the Cape of Good Hope or Cape Horn, or within One Year if committed on the European side of those limits, or within Six Calendar Months after the return of the Offender or the complaining Party to the United Kingdom.

(As to Ships belonging to any British Colony having a Legislature.)

LIV. Provided always, and be it further enacted, That this Act shall not extend or apply to any Ship registered in or belonging to any British Colony having a Legislative Assembly, or to the Crew of any such Ship, while such Ship shall be within the Precincts of such Colony; any thing herein-before contained to the contrary in any-wise notwithstanding.

(Act may be amended during this Session.)

LV. And be it further enacted, That this Act may be amended, altered, or repealed by any Act or Acts to be passed during the present Session of Parliament.

SCHEDULES TO WHICH THIS ACT REFERS.

SCHEDULE (A.)

An Agreement made, pursuant to the Directions of an Act of Parliament passed in the Sixth Year of the Reign of His Majesty King William the Fourth, between the Master of the Ship of the Port of and of the Burthen of Tons, and the several Persons whose Names are subscribed hereto.

It is agreed by and on the Part of the said Persons, and they severally hereby engage, to serve on board the said Ship in the several capacities against their respective Names expressed, on a Voyage from the Port of to [here the intended Voyage is to be described as nearly as can be done, and the Places at which it is intended the Ship shall touch, or if that cannot be done, the Nature of the Voyage in which she is to be employed,] and back to the Port of and the said Crew further engage to conduct themselves in an orderly, faithful, honest, careful, and sober Manner, and to be at all Times diligent in their respective Duties and Stations, and to be obedient to the lawful Commands of the Master in everything relating to the said Ship, and the Materials, Stores, and Cargo thereof, whether on board such Ship, in Boats, or on Shore [here may be inserted any other Clauses which the Parties may think proper to be introduced into the Agreement, provided that the same be not contrary or inconsistent with the Provisions and Spirit of this Act.] In consideration of which Services to be duly, honestly, carefully, and faithfully performed, the said Master doth hereby promise and agree to pay to the said Crew, by way of Compensation or

Wages, the amount against their Names respectively expressed. In witness whereof the said Parties have hereto subscribed their Names on the Days against their respective Signatures mentioned.

Name of Ship in which the Seaman last served	Witness to Signature.	Amount of Wages per Calendar Month, Share, or Voyage.	Quality.	Place of Birth.	Age.	Men's Names.	Place and Time of Entry.		
							Day	Month	Year

or to any of the Islands of Jersey, Guernsey, Alderney, Sark, and Man, or to any Port on the Continent of Europe between the River Elbe inclusive and Brest;] and the said Crew further engage to conduct themselves in an orderly, faithful, honest, careful, and sober Manner, and to be at all times diligent in their respective Duties and Stations, and to be obedient to the lawful Commands of the Master in every thing relating to the said Ship, and the Materials, Stores, and Cargo thereof, whether on board such Ship, in Boats, or on Shore [here may be inserted any other Clauses which the Parties may think proper to be introduced into the Agreement, provided that the same be not contrary to or inconsistent with the Provisions and Spirit of this Act.] In consideration of which Services, to be duly, honestly, carefully, and faithfully performed, the said Master doth hereby promise to pay to the said Crew, by way of Compensation or Wages, the Amount against their Names respectively expressed; Provided always, and it is hereby declared, that no Seaman shall be entitled to his Discharge from the Ship during any Voyage in which she may be engaged, nor at any other than a Port in the United Kingdom. In witness whereof the said Parties have hereto subscribed their Names on the Days against their respective Signatures mentioned.

Name of Ship in which the Seaman last served	Witness to Signature.	Amount of Wages per Calendar Month, Share, or Voyage.	Quality.	Place of Birth.	Age.	Men's Names.	Place and Time of Entry.		
							Day	Month	Year

SCHEDULE (B.)

An Agreement made, pursuant to the Directions of an Act of Parliament passed in the Sixth Year of the Reign of His Majesty King William the Fourth, between the Master of the Ship of the Port of and of the Burthen of Tons, and the several Persons whose Names are subscribed hereto.

It is agreed by and on the Part of the said Persons, and they severally hereby engage, to serve on board the said Ship in the said several capacities against their respective Names expressed, which Ship is to be employed in [here the Nature of the Ship's Employment is to be described, whether in the Fisheries, on the Coast, or in trading from one Part of the United Kingdom to another,

Note.—Any Embezzlement or wilful or negligent Loss or Destruction of any Part of the Ship's Cargo or Stores may be made good to the Owner out of the Wages (so far as they will extend) of the Seaman guilty of the same; and if any Seaman shall enter himself as qualified for a Duty to which he shall prove to be not competent, he will be subject to a reduction of the Rate of Wages hereby agreed for in proportion to his Incompetency.

Note.—Any embezzlement or wilful or negligent Loss or Destruction of any Part of the Ship's Cargo or Stores may be made good to the Owner out of the Wages (so far as they will extend) of the Seaman guilty of the same; and if any Seaman shall enter himself as qualified for a Duty to which he shall prove to be not competent, he will be subject to a Reduction of the Rate of Wages hereby agreed for in proportion to his Incompetency.

SCHEDULE (C.)

Ship _____ **of the Port of** _____ **was Master.**
whereof _____

A List of the Crew (including the Master and Apprentices) at the period of her sailing from the Port of _____ in the United Kingdom, from which she took her first departure on her Voyage to _____ and of the Men who joined the the Ship subsequent to such departure and until her return to the Port of _____ being her Port of destination in the United Kingdom.

How disposed of.	
Place where.	
Time of Death or leaving the Ship.	
Place where.	
Date of joining the Ship.	
Ship in which he last served.	
Quality.	
Place of Birth.	
Age.	
Name.	

Note.—If any one of the Crew has entered His Majesty's Service, the Name of the King's Ship in which he entered must be stated in the Account under the Head of "How disposed of."

Note.—This List to be filled up, and being signed by the Master, is to be delivered by him to the Collector or Controller of the Customs, on reporting his Ship Inwards, on her arrival at her Port of destination in the United Kingdom.

SCHEDULE (D.)

An Account of the Voyages in which the Ship _____ of _____ has been engaged in the Half Year commencing on the _____ Day of _____ One thousand eight hundred and _____ and ending on the _____ Day of _____ One thousand eight hundred and _____ and of all the Persons (Master and Apprentices included) who have belonged to such Ship during that period.

ACCOUNT OF THE VOYAGES.

[Here the several Voyages and the periods of such Voyages are to be described.]

ACCOUNT OF THE CREW.

How disposed of.	
Place where.	
Time of Death or leaving the Ship.	
Place where.	
Date of joining the Ship.	
Ship in which he last served.	
Quality.	
Place of Birth.	
Age.	
Name.	

Note.—If any one of the Crew shall have entered His Majesty's Service, the Name of the King's Ship in which he entered must be stated in this Account under the head of "How disposed of."

Note.—This Account, when filled up, is to be signed by the Owner, and deposited with the Collector or Comptroller of the Customs of the Port to which the Ship shall belong, or with the Registrar of Merchant Seamen in London.

YEARLY LEASES OF LAND.

AT One o'Clock of Wednesday, the 13th day of April next, the Collector of Internal Revenue will put up to AUCTION, in the George-street Market Building, Letter C, the Lease of each of the undermentioned PORTIONS OF LAND, for One Year, commencing 1st July, on the Conditions authorised by Government.

Further particulars respecting the Land may be obtained from the Surveyor General, and respecting the Conditions, from the Collector of Internal Revenue.

1. ROXBURGH, 960, Nine hundred and sixty acres, *Winburndale Rivulet*; bounded on the south by Mrs. W. B. Suttor's grant; on the east, north, and west by section lines. *Applied for by W. B. Suttor.*

2. ROXBURGH, 800, Eight hundred acres, *Winburndale Rivulet*; bounded on the east by lot 1, and Mrs. W. B. Suttor's grant; on the south by Winburndale Rivulet, and C. Suttor's grant; on the west and north by section lines. *Applied for by W. B. Suttor.*

3. DURHAM, 1100, Eleven hundred acres, *parish of Ravensworth, being parts of section Nos. 5-1 and 5-2*; bounded on the south by the village reserve, and J. M. Davis' grant; on the west by T. H. James' grant; on the south and east by section lines. *Applied for by John Smith.*

4. DURHAM, 640, Six hundred and forty acres, *parish of Ravensworth, section 4-2*; bounded on the south by lot 3; on the east, north, and west by section lines. *Applied for by John Smith.*

5. DURHAM, 640, Six hundred and forty acres, *parish of Ravensworth, section 3-2*; bounded on the south by lot 4; on the east, north, and west by section lines. *Applied for by John Smith.*

6. MURRAY, 640, Six hundred and forty acres, *at Gundaroo*; bounded on the west by a continuation north of the western boundary of P. Dyce's 840 acres purchase; on the south by that purchase; on the east and north by section lines. *Applied for by Patrick Dyce.*

7. MURRAY, 640, Six hundred and forty acres, *at Gundaroo*; bounded on the east by lot 6; on the south, west, and north, by section lines. *Applied for by Patrick Dyce.*

8. MURRAY, 640, Six hundred and forty acres, *at Gundaroo*; bounded on the east by Dyce's 840 acres; on the north by Lot 7; on the west and south by section lines. *Applied for by Patrick Dyce.*

9. MURRAY, 640, Six hundred and forty acres, *on the Yass River, commencing at the Devil's Pass*; bounded on the east by the section line running south one mile and a half; thence on the south by the section line running west to the Yass River; and on the north-west by the Yass River being one of the sections recently leased by A. Allan. *Applied for by Andrew Allan.*

10. MURRAY, *on the Yass River, commencing on the south-west corner of lot 9*; bounded on the north by the south boundary of that portion to its south-east corner; thence on the east by the section line running west of the Yass River; on the north by a section line; and on the west and north-west by the Yass River. *Applied for by Andrew Allan.*

11. DURHAM, 640, Six hundred and forty acres; bounded on the west by Merritt's grant of 2000 acres; on the north by the land rented by W. Dumaresq; on the east by the section line; and on the south by the land applied for by Chief Justice Forbes. *Applied for by William Dumaresq.*

12. SAINT VINCENT, 1200, Twelve hundred acres, *near Yebral Creek*; bounded on the east by Mrs. Reiby's grant; on the south by the section line which forms the southern boundary of that grant; on the west by the section line about one mile 50 chains west from Mrs. Reiby's grant; on the north by the section line east one mile, thence north to the Shoalhaven River; and thence by the Shoalhaven River to Mrs. Reiby's grant. *Applied for by Mary Reiby.*

13. SAINT VINCENT, 640, Six hundred and forty acres, *near Yebral Creek*; bounded on the east by lot 12; on the south, west, and north by section lines. *Applied for by Mary Reiby.*

14. SAINT VINCENT, 800, Eight hundred acres, *near Yebral Creek*; bounded on the east by the section line and the Shoalhaven River; on the south by the section line dividing it from lots 12 and 13; on the west and north by section lines. *Applied for by Mary Reiby.*

15. ST. VINCENT, 640, Six hundred and forty acres, *near Yebral Creek*; bounded on the south by the section line dividing it from Lot 14; on the east and north by the Shoalhaven River, and on the west by the section line. *Applied for by Mary Reiby.*

16. ST. VINCENT, 960, Nine hundred and sixty acres, *near Yebral Creek*; bounded on the east by Lot 15; on the north by the Shoalhaven River; on the west by Yebral Creek, and on the south by the section line. *Applied for by Mary Reiby.*

17. ST. VINCENT, 640, Six hundred and forty acres, *near Yebral Creek*; bounded on the north by Lot 16; on the east, south, and west by section lines. *Applied for by Mary Reiby.*

18. ST. VINCENT, 1000, One thousand acres, *near Yebral Creek*; bounded on the north by Lots 17 and 19; on the west by Yebral Creek; on the south and east by section lines. *Applied for by Mary Reiby.*

19. ST. VINCENT, 640, Six hundred and forty acres, *near Yebral Creek*; bounded on the north by Lot 16; on the east by Lot 17; on the south by Lot 18, and on the west by Yebral Creek. *Applied for by Mary Reiby.*

20. NORTHUMBERLAND, 740, Seven hundred and forty acres, *at the Tuggerah Beach Lakes*; bounded on the east by the Ocean; on the south by the section line; on the west by the section line; on the north-west by the Lake, and on the north by Henry Holden's Grant. *Applied for by T. C. Battley.*

21. NORTHUMBERLAND, 1100, Eleven hundred acres, *at the Tuggerah Beach Lakes*; bounded on the east by Lots 20 and 23; on the south and west by the section lines, and on the north by the Tuggerah Beach Lakes. *Applied for by T. C. Battley.*

22. NORTHUMBERLAND, 640, Six hundred and forty acres, *at the Tuggerah Beach Lakes*; bounded on the east by Lot 21; on the south, west, and north by section lines. *Applied for by T. C. Battley.*

23. NORTHUMBERLAND, 800, Eight hundred

acres, at the Tuggerah Beach Lakes; bounded on the east by the Ocean; on the north by Lot 20; on the west by Lot 21; and on the south by the section line. *Applied for by T. C. Battly.*

24. NORTHUMBERLAND, 800, Eight hundred acres, at the Tuggerah Beach Lakes; bounded on the east by the ocean; on the north by lot 23; on the west and south by section lines. *Applied for by T. C. Battley.*

25. NORTHUMBERLAND, 640, Six hundred and forty acres, at the Tuggerah Beach Lakes; bounded on the east by the ocean; on the north by lot 24; on the west and south by section lines. *Applied for by T. C. Battley.*

26. KING, 1200, Twelve hundred acres, near Binda; bounded on the west by the eastern boundary of Thomas Bray's 300 acres grant; on the south by the Crookwell River; on the east and south by section lines. *Applied for by Thomas Bray.*

27. KING, 800, Eight hundred acres, near Binda; bounded on the north by the Crookwell River; on the west by lot 26; on the east and south by section lines. *Applied for by Thomas Bray.*

28. DURHAM, 640, Six hundred and forty acres, at the head of Muscle Brook; bounded on the west by Merritt's grant; on the south by a measured portion of 640 acres; on the east by the section line, and on the north by the section applied for to lease by William Dumaresq. *Applied for by Francis Forbes.*

29. DURHAM, 640, Six hundred and forty acres, at the head of Muscle Brook; bounded on the west by lot 28; on the north, east, and south by section lines. *Applied for by Francis Forbes.*

30. DURHAM, 640, Six hundred and forty acres, at the head of Muscle Brook; bounded on the west by lot 29; on the north, east, and south by section lines. *Applied for by Francis Forbes.*

31. DURHAM, 640, Six hundred and forty acres, at the head of Muscle Brook; bounded on the west by lot 30; on the north, east, and south by section lines. *Applied for by Francis Forbes.*

32. DURHAM, 640, Six hundred and forty acres, at the head of Muscle Brook; bounded on the north by lot 31; on the east, south, and west by section lines. *Applied for by Francis Forbes.*

33. DURHAM, 640, Six hundred and forty acres, at the head of Muscle Brook; bounded on the east by lot 32; on the north, west, and south by section lines. *Applied for by Francis Forbes.*

34. DURHAM, 640, Six hundred and forty acres, at the head of Muscle Brook; bounded on the east by lot 33; on the north and south by section lines; and on the west by a measured portion of 640 acres. *Applied for by Francis Forbes.*

35. DURHAM, 640, Six hundred and forty acres, at the head of Muscle Brook; bounded on the north by lot 34; on the west by 800 acres applied for as a purchase; and on the south and east by section lines. *Applied for by Francis Forbes.*

36. DURHAM, 640, Six hundred and forty acres, at the head of Muscle Brook; bounded on the west by lot 35; on the north, east, and south by section lines. *Applied for by Francis Forbes.*

37. DURHAM, 640, Six hundred and forty acres, at the head of Muscle Brook; bounded on the north by lot 35; on the east, south, and west by section lines. *Applied for by Francis Forbes.*

38. DURHAM, 640, Six hundred and forty acres, at the head of Muscle Brook; bounded on the

east by lot 37; on the south and west by section lines; and on the north by the 800 acres applied for as a purchase. *Applied for by Francis Forbes.*

By His Excellency's Command,
ALEXANDER M'LEAY.

Colonial Secretary's Office,
Sydney, 8th March, 1836.

TICKETS OF LEAVE CANCELLED.

THE Tickets of Leave granted to the under-mentioned Prisoners have been cancelled since last publication, for the reasons set against their names respectively:

Champion—William Smith, assaulting his master and drunkenness.

Dorothy—William M'Mackin, drunkenness, and keeping a disorderly house.

Dunvegan Castle—William Goddard, enticing a female servant and making her drunk.

Georgiana—Robert Daniels, neglect of duty, and losing sheep.

Hadlow—Dennis Connor, illegally selling spirits.

Hercules—James Hamilton or Higgins, neglect of duty and losing sheep.

Katherine Stuart Forbes—Joseph Waters, stealing wheat.

Mangles (3),—Henry Holt, assaulting a constable and absence from district.

Mary—Philip M'Intrye, drunkenness and riotous conduct.

Marquis Wellington—Thomas Whittle, stating himself to be free.

Minerva (4)—John Bradford, appearing at muster drunk.

Speke—John Hinton, absence from district.

Sesotris—William Ashton, Fraud.

By His Excellency's Command,
ALEXANDER M'LEAY.

Colonial Secretary's Office,
Sydney, 5th March, 1836.

HIS Excellency the GOVERNOR directs it to be notified, with reference to the advertisement dated 6th June last, defining the Police Districts of the County of Cumberland, that the Parish of Concord will in future be attached to the Parramatta District, instead of that of Sydney.

By His Excellency's Command,
ALEXANDER M'LEAY.

Colonial Secretary's Office,
Sydney, 7th March, 1836.

GAOL AND COURT HOUSE, GOULBURN.

THE Contractors for erecting a new Gaol and Court House at Goulburn having failed to execute the necessary Bond, and cannot now be found in Sydney, Tenders will again be received at this Office until 12 o'clock of Thursday, the 31st day of March, instant, for the erection of the above Buildings. The Tenders must state the time within which the parties will engage to complete the work, and also the names of two responsible persons willing to join in a Bond for the due performance of the Contract.

Monthly advances, at the rate of 75 per cent. on the value of the work actually performed, will be made during its progress, on the certificate of the Colonial Architect. Further particulars may be known on application to the Colonial Architect.

By His Excellency's Command,
ALEXANDER M'LEAY.

ADDITIONAL ASSIGNMENT REGULATIONS.

*Colonial Secretary's Office,
Sydney, 9th March, 1836.*

IT having been represented to the Governor, that it would be of general convenience to authorise the Petty Sessions, and Magistrates acting singly, in the several Districts of the Colony, to re-assign all those Convicts whose release by their actual Master and assignment to another *within the same District* is approved of by the Bench under the provisions of the 29th paragraph of the Assignment Regulations of the 9th May, 1835, without waiting a reference to the Principal Superintendent of Convicts, and Board of Assignment, as is therein directed; His Excellency desires it to be notified, that in order to carry this arrangement into effect, the Board of Assignment will furnish to each of the Petty Sessions, and Magistrates acting singly where there are no Petty Sessions, from time to time as occasion may require, a list of the applicants in their respective Districts next for supply of labourers; and the Sessions, or Magistrate, are directed, when any Convict labourer shall become disposable for re-assignment within the District under the terms of the 29th paragraph of the Regulations before-mentioned, immediately to assign him to the first on such list; reporting on the last day of every month to the Principal Superintendent of Convicts, the name and ship of every Convict so assigned, the name and place of abode of the Master from whom he is taken, and of the new Assignee, transmitting at the same time the Forms of Application marked F, duly filled up as required by the Regulation before referred to.

2.—The Petty Sessions or Magistrate acting singly, will in like manner re-assign any Convict labourer whose Master may decline or neglect to receive him back, after corporal punishment, solitary confinement, or labour on the treadmill, within the time limited by the Regulations of 25th August, 1835.

3.—The Petty Sessions or Magistrate will immediately upon such assignment, cause the Convict to be forwarded in charge of a Constable to the new Assignee, with a written notice of his Assignment subscribed by the Magistrate. If he shall refuse to receive him, the Convict shall then be assigned and forwarded in like manner, to the next Applicant on the list; but the Petty Sessions, or Magistrate, will take care to include such first Assignment (as well as that actually completed) in his Monthly Report to the Principal Superintendent of Convicts, as it will be considered towards the satisfaction of the claims of the Assignee refusing to receive the Convict.

4.—The Principal Superintendent of Convicts will make up at the commencement of each month a list in duplicate of all Convicts so assigned during the previous month, and transmit the same to the Board of Assignment for record and approval of the Governor.

5.—Convict Mechanics and Domestic Servants returned by their Masters, as well as those Convicts who are recommended to be sent to a different District, will continue to be re-assigned by the Board according to the 29th paragraph of the Regulations before referred to, the original Assignee being required to keep the Convict in his No. 212. March 9, 1836.

service until he shall have notice from the Principal Superintendent of Convicts in what manner he is to be disposed of.

6.—His Excellency also directs it to be notified, that no claim for the supply of Convict servants in lieu of such as become free, receive tickets-of-leave, die, are convicted capitally or transported, will be entertained by the Board, unless the Applicant shall have made a return of his Land and Convict Servants in form and manner required by the 4th paragraph of the above-mentioned Regulations of 9th May, 1835, from which the Board may determine whether his claim can be satisfied consistently with the Regulation which limits the number of servants to which he is entitled.

7.—In order to obviate the inconvenience to which newly-arrived Emigrants are subject in being unable to obtain domestic servants speedily after arrival, His Excellency the Governor is pleased to direct, that Householders of this class be immediately supplied, on making application through the nearest Petty Sessions, or Magistrate acting singly, in form and manner prescribed by the 18th paragraph of the Regulations of 9th May, 1835, with one Domestic servant of any description they may desire, taking their turn for any others as in the case of ordinary Applicants. If more than one description of domestic servants be applied for, the Applicant will take care to point out to the Board of Assignment that which he is desirous of immediately receiving under this Regulation.

*By His Excellency's Command,
ALEXANDER M'LEAY.*

*Colonial Secretary's Office,
Sydney, 8th March, 1836.*

PERSONS disposed to convey such quantity of Timber from Badger Brush to Bathurst, as may be required for a Bridge, to be erected over the Macquarie River there, are invited to transmit their Tenders to this Office, by Twelve o'clock of *Saturday the 2nd of April next*, endorsed "*Tenders for the conveyance of Timber*," specifying either the rate per cubic foot measurement, or the rate per hundred weight, at which conveyance would be undertaken.

Payment will be made monthly, on the certificate of the Assistant Surveyor of Roads, according to the measurement of the Sub-Inspector of Bridges, and security will be required for the due performance of the Contract.

Information as to the quantity and sizes of the Timber, &c., may be obtained on application to the Assistant Surveyor in the District, or to the Sub-Inspector of Bridges.

*By His Excellency's Command,
ALEXANDER M'LEAY.*

*Colonial Secretary's Office,
Sydney, 27th February, 1836.*

ALARGE Cast Iron Roller being required for the purpose of rolling the newly formed streets of Sydney, Persons disposed to furnish the same are requested to transmit Tenders to this Office, endorsed "*Tender for Roller*," on Thursday the 10th of March next.

The size and other particulars may be ascertained at the Office of the Town Surveyor.

*By His Excellency's Command,
ALEXANDER M'LEAY.*

Colonial Secretary's Office,
Sydney, 8th March, 1836.

THE following articles being required for the use of the Mounted Orderlies, Persons disposed to furnish the same are requested to transmit their offers to this office, by *Twelve o'clock on Saturday the 2nd of April next*, endorsed "*Tender of Clothing.*"

Seven Jackets,
Fourteen pairs of white drill Trousers,
Seven pairs of Cloth Trousers,
Seven pairs of Boots and Spurs,
Seven pairs of Gloves,
Six yards Lace,
Seven Letter Bags,
Three yards Gold Lace.

The above articles must be furnished within a stated time, according to Patterns which may be seen on application to the Orderly at Government House.

By His Excellency's Command,
ALEXANDER M'LEAY.

Colonial Secretary's Office,
Sydney, 8th March, 1836.

HIS Excellency the GOVERNOR has been pleased to direct the publication of the following Notice for the information and guidance of all persons concerned.

By His Excellency's Command,
ALEXANDER M'LEAY.

NOTICE TO MARINERS.

IN consequence of several Commanders having mistaken Cape St. Francis for Cape Recife, and thereby caused much delay to vessels bound to ALGOA BAY, His Excellency the Governor has caused to be erected on the highest land (known by the name of the Hummock) bearing N N W. $3\frac{1}{2}$ miles from Cape Recife, a Beacon (called Selwyn's Beacon). It is a spar painted white, with a black cask on the top. There not being any Tree or other land-mark near the point, Cape Recife cannot now be mistaken.

H. G. DUNSTERVILLE,
Harbour Master.

Post Office, Port Elizabeth, }
Algoa Bay, November 21, 1835. }

Colonial Secretary's Office,
Sydney, 8th March, 1836.

TOLLS.

THE Tolls and Dues arising and to be collected at the undermentioned Toll-Gates, Lot 1st for Nine Months and Lot 2nd for Three Months, both commencing the first day of April, 1836, will be Let by Public Auction, in the *George-street, Market Building, Letter C, in Sydney*, on Wednesday, the 23rd day of March instant, at Eleven o'clock precisely, viz. :—

1. At the New Sydney Toll-Gate, on the top of the hill at Grose Farm, and at such Bars connected therewith as may be authorised.
 2. At the Toll-Gates near Lansdowne Bridge, on the road between Sydney and Liverpool.
- Each Lessee, with two responsible Sureties, must enter into a Bond, securing regular payment

of the Rent by equal monthly instalments before the expiration of seven days after the termination of each month, and containing an engagement binding him to the due observance of the conditions.

Further particulars may be obtained by application at the Internal Revenue Office.

By His Excellency's Command,
ALEXANDER M'LEAY.

Colonial Secretary's Office,
Sydney, 8th March, 1836.

MARKET STALLS.

TO BE LET, by Public Auction, in the *George-street Market Building, Letter C, in Sydney*, on Wednesday the 23rd day of March instant, at Twelve o'clock at Noon, the Lease for the term of Three Months, commencing the first day of April, 1836, of the thirty-six STALLS in the North-Eastern Building of the George-street Market.

The Leases of each Stall will be put up separately at the minimum rent of Twenty-one Shillings and Eight-pence for the three months (being equal to the weekly rate of one shilling and eight-pence), and the bidder of that sum, or the highest bidder above, will be declared the Lessee; provided he shall immediately, and before the next lot is put up, pay down the rent offered, and sign the conditions, thereby binding himself to their strict observance.

Further particulars may be obtained by applying at the Internal Revenue Office.

By His Excellency's Command,
ALEXANDER M'LEAY.

Colonial Secretary's Office,
Sydney, 22d February, 1836.

TO BUILDERS AND OTHERS.

COURT HOUSE AND LOCK-UP FOR KINGDON PONDS, OR INVERMEIN.

TENDERS will be received at this Office until Noon of Thursday, the 31st day of March next, from Persons willing to undertake the erection of a Court House and Lock-up at Kingdon Ponds, in conformity with a plan and specification which may be seen at the Office of the Colonial Architect, Sydney, and by application to the Bench of Magistrates at Invermein, where any other particulars may be obtained.

Offers to specify the time within which the work can be completed, the names of two respectable Persons as sureties for the due performance of the Contract, and to be endorsed "*Tender for Court House and Lock-up, Kingdon Ponds.*"

The usual advances of 75 per cent. will be made monthly, on the value of the work performed.

By His Excellency's Command,
ALEXANDER M'LEAY.

ERRATUM.—In the *Government Gazette* of 24th February, No. 210, page 168, column 1, and that of 2d March, No. 211, page 194, column 2, Notice respecting the Court House for Invermein, for "*Court House at Bathurst,*" read "*Court House and Lock-up at Kingdon Ponds.*"

*Colonial Secretary's Office,
Sydney, 29th February, 1836.*

TWO Lanthorns with fittings, being required for the Light Vessel to be stationed at the Sow and Pigs Rock, Persons disposed to furnish the same, according to a Plan and Specification to be seen at the Office of the Master Attendant, are requested to transmit their offers to this Office at Twelve o'clock on Thursday, the 17th of March, endorsed "Tender for Lanthorns."

*By His Excellency's Command,
ALEXANDER McLEAY.*

TO THE TRUSTEES OF THE NEW SOUTH WALES
SAVING'S BANK.

TAKE NOTICE, that I, John Sharkey, eldest brother of the deceased Michael Sharkey, late a Stone-cutter in Sydney, and only relative of the deceased residing in this Colony, do claim from you, as representative of the said deceased Michael Sharkey, the Monies and interest thereon deposited by the said Michael Sharkey in the New South Wales Saving's Bank.

Witness my hand this Fifth day of March,
One thousand eight hundred and thirty-six.

JOHN SHARKEY.

Witnesses } JOSEPH FOGERTY,
 } EDWARD PATERSON.

*Principal Superintendent of Convicts' Office,
8th March, 1836.*

NOTICE.

THE Conditional Pardons granted to the undermentioned Persons are now lying at this Office, and will be delivered to the respective Parties, on payment of the Fees due thereon to the Public:—

Baring (1), Isaac Slater.
Glatton, Sarah Wood.
Isabella (1), John Onion the elder.
Ditto, Edward Turner.
Ditto, Samuel Street.
Minerva (1), John Croneen.
Ocean (1), John Treble.
Princess Royal, Joseph Aarons.
Three Bees, Connor Boland.
Ditto, Denis Bryan.
Tottenham, George Weightman.
Ditto, John Mactieswick.
Ditto, German Buxton.
Ditto, Joseph Turner alias Manchester Turner.
Ditto, George Brassington.
Ditto, John Hill.

THOMAS RYAN,
Chief Clerk.

STOLEN WOOL.

BY direction of the Bench of Magistrates at Penrith, I hereby give notice to all Flock Masters in the Bathurst Country, that a large quantity of mixed qualities of Wool is now in the possession of this Police, under strong suspicion of its having been abstracted from different loads on their way from the interior, on the Bathurst Road to Sydney; and all Persons who have discovered a deficiency of weight in their bales on their arrival in Sydney, are requested to inspect the samples in charge of the undersigned.

By order, JOHN PROCTOR,
Chief Constable.

*Court House, Penrith,
March 3, 1836.*

DESCRPTION of two Horses in possession of the Police at Wollongong, supposed to be stolen:—

One bright bay Mare, with black points, very handsome, and shews a great deal of breeding, height about 14½ hands, age four years, branded on the near shoulder Ξ , but has the appearance of being originally another brand, now defaced. The above Mare may have been stolen two years back or more.

One light chestnut Filly, two years old with long tail, about 14 hands, branded on the off neck R D, but the R has lately been put on. This Filly is rather deficient of bone below the knee.

W. N. GRAY,
Police Magistrate.

Wollongong, 2d March, 1836.

NOTICE IS HEREBY GIVEN, that from and after the 5th day of April next, the Customs will no longer supply the Importers of Spirits and Tobacco with Certificates of the Bonding of the same, and that it will therefore be necessary for those who require them to bring them, ready made out, to the Custom House, for the signature of the Warehouse Keeper; neither will they in future be issued as deliverable "to order," but "on payment of the Duties."

J. GIBBES, Collector.

R. S. WEBB, Acting Compt.

Customs, Sydney, March, 1836.

Sydney, 28th February, 1836.

WOOL.

THIS Year's Clip of Wool of the Flocks of the late Church and School Corporation, consisting of 28 Bales, will be put up to Sale by Public Auction, upon the Wharf of Messrs. Aspinall, Browne, and Co., on Wednesday the 6th day of April next, at Eleven o'clock in the Forenoon. Terms, Cash.

HENRY FISHER,

Agent for the Church and School Estates.

Sydney, 28th February, 1836.

SALE OF CATTLE AND SHEEP.

AT Eleven o'clock on Thursday the 31st day of March next, will be put up to Sale by Public Auction, upon Grose Farm, 200 Head of Fat Cattle (more or less), and about 350 Fat Wethers fit for the butcher, being part of the Herd and Flocks belonging to the late Church and School Corporation. Terms, Cash.

HENRY FISHER,

Agent for the Church and School Estates.

UNCLAIMED PROPERTY.

THE following Articles of unclaimed Property, now in charge of the Police at Patrick's Plains, will be Sold by Public Auction, at the Court-house, at 12 o'clock on Friday the 25th March instant, unless claimed prior to that day.

- 3 Three white Shirts.
- 4 Four striped Ditto.
- 5 Five Waistcoats.
- 2 Two fustian Jackets.
- 1 One pair fustian Trousers.
- 1 One pair corduroy Ditto.
- 1 One corduroy Jacket.

- 1 One ditto Waistcoat.
- 1 One velveteen Jacket.
- 1 One duck Ditto.
- 1 One ditto Frock.
- 2 Two pair Half-Boots.
- 1 One Bed Tick.
- 1 One Pillow Case.
- 1 One black silk Handkerchief.
- 1 One Clarionette.
- 1 One pair Pincers.
- 1 One pair Nippers.
- 1 One shoemaker's Knife.
- 3 Three Razors.
- 1 One Handkerchief.
- 1 One coloured silk Ditto.
- 1 One pair Saddle Girths.
- 2 Two Bridles.
- 2 Two old Blankets.
- 1 One bullock Bow.
- 1 One bar of Soap.
- 1 One Rug.
- 2 Two shut Knives.
- 1 One small Fowlingpiece.
- A small quantity of W B Thread.
- About two pounds Tobacco.
- 6 Six old Bags.
- 1 One straw Hat.
- 7 Seven bushels of Wheat (more or less).
- 1 One Watch-ribbon and Key.
- 1 One Cedar Plank.
- 1 One pair Hobbles.
- 1 One Bed and small Blanket.
- 2 Two old Axes.
- 1 One piece of Ditto.
- 2 Two iron Stewpans.
- 1 One Box, (no lock or hinges.)
- 1 One Padlock and Key.
- 1 One old Chisel.
- 1 One half-gallon bottle, containing about three pints of Rum.

By order of the Police Magistrate,
WILLIAM COOKE,
 Chief Constable.

Police Office, Patrick's Plains,
 1st March, 1836.

STATE of the Female Factory, Parramatta,
 on the 5th day of March, 1836.

Under Colonial Sentence	255
In Solitary Confinement	9
Confined by Order of the Committee	2
Nursing Children	91
Old and Infirm	35
Monitresses, Servants, and Cooks	22
In Hospital	22
Slak in Factory	6
Assigned, waiting to be withdrawn	93
Number Assignable	9
Total number of Women	544
Children under One Year	46
Ditto under Two Years	66
Ditto under Three Years	16
Total number of Children	128

ANN GORDON, MATRON.
 Commissariat Office,
 Sydney 1st, March, 1836.

NOTICE is hereby given, that Tenders will be received at this Office until Monday the 14th instant, for supplying to the Ordnance Department the Articles undermentioned, in such quanti-

ties as may be required for Twelve Calendar Months, from the 1st April next, and further until the expiration of a notice of Three full Calendar Months given by the Party wishing to put an end to the Contract, viz:—

- Heavy Drays.
- Light Drays.
- Horse Carts.
- Bullock Carts.
- Water Carts.
- Hand Carts.
- Wheelbarrows.
- Navigators Wheelbarrows, iron wheels.
- Ditto ditto, wooden wheels.
- Single Hand Barrows.
- Double Hand Barrows.

The articles are all to be of good quality, and subject to rejection if found otherwise, or unsuitable to the purposes for which they are required. Samples of such as admit of it will require to be exhibited, and those of the accepted Tender to be lodged for comparison, if required; the Tenders to be marked "Tenders for Drays, &c." Further particulars may be known on application to the Ordnance Storekeeper.

W. MILLER, A. C. G.

Commissariat Office,
 Sydney, 8th February, 1836.

CARTAGE OF COALS.

NOTICE is hereby given that Tenders will be received at this Office until Monday the 14th March next, at Noon, from Persons willing to undertake the Cartage of Coals from the Commissariat Yard to the different Military and Convict Establishments and Officer's Quarters in Sydney, from the 1st April 1836, to the 31st March 1837, and further until terminated by three Months Notice from the Party wishing to discontinue the Contract.

The Tenders must state the price per Ton, and be endorsed "Tender for Cartage of Coal."

W. MILLER,
 Assistant Com. Gen.

Commissariat Office,
 Sydney, 23rd February, 1836.

NOTICE is hereby given, that Tenders will be received at this Office until Monday the 14th of March, for supplying to the Ordnance Department the Articles undermentioned, in such quantities as may be required, for twelve calendar months from the 1st of April next, and further until the expiration of a notice of three full calendar months given by either party wishing to terminate the Contract, viz:—

Rope, of sizes, { White } per cwt.
 { Tarred }

Line, White, for tent cords, per lb.

Lines { Fishing } per yard
 { Chalk }
 { Lead { Hand }
 { Deep Sea }

The Articles are all to be of good quality, and subject to rejection if found otherwise, or unsuitable to the purposes for which they are required; samples of such as admit of it will be required to be exhibited, and those of the accepted Tender to be lodged for comparison if required; the Tenders to be marked "Tender for Rope, &c.;" and further particulars may be known by application to the Ordnance Storekeeper.

W. MILLER, A. C. G.

Commissariat Office,
Sydney, 2nd March, 1836.

NOTICE is hereby given, that certain repairs and articles of Equipment being required for the Government Brig "Governor Phillip," Tenders for the same will be received at this Office until Saturday the 12th instant, at noon. A specification of the repairs, and description of the Articles wanted, may be seen at the Office of the Master Attendant, where every information can be obtained.

WILLIAM MILLER, A. C. G.

Commissariat Office,
Sydney, 23rd February, 1836.

NOTICE is hereby given, that Tenders will be received at this Office until Monday the 14th March, for supplying to the Ordnance Department, the Articles undermentioned, in such quantities as may be required, for Twelve Calendar Months, from the 1st April next, and further until the expiration of a Notice of Three full Calendar Months, given by either party wishing to terminate the Contract.

Adzes, Carpenters', each
Anvils, Smith's { large, ditto
 { small, ditto
Bells, { Large for Stockades, ditto
 { House, spring, ditto
 { Small hand, ditto
Bellows, { Smith's, ditto
 { Common, ditto
Beams and Scales, copper, to weigh Albs. to $\frac{1}{2}$ oz.
per set
Ditto, iron, with copper scale and tin scoop, to
weigh 28lbs.
Beams, iron, with wood scale and iron soap, to
weigh 560lbs.
Ditto, iron, with wood scale and tin scoop to
weigh 56lbs. to 112lbs.
Baths, slipper tin, each
Candlesticks, { Iron, ditto
 { Brass, ditto
Cleavers, Butcher's, ditto
Cans, Tin, { Beer, 3 gallons, ditto
 { Oil, 1 to 5 gallons, ditto
 { Oil Pourers, quart, ditto
Drills, Armourer's, ditto
Fenders, Officers', ditto
Flesh Forks, ditto
Files, Smith's { Half round, per dozen
 { Smooth, ditto
 { Rubber, rough, ditto
 { Warding, ditto
 { Three Square, small, ditto
Gouges, firmer, of sizes, each
Ditto, mortice, ditto
Grindstones, ditto
Hammers, Shoemaker's, ditto
Hinges, composition, for shutters complete, per
dozen
No. 212. March 9, 1836.

Hooks, reaping, each
 { Swedish, per cut.
 { Flat, ditto
 { Rod, ditto
Iron, of sizes { Square, ditto
 { Bar, ditto
 { Sheet, ditto
Irons, hand or smoothing, each
Iron Tea Kettles, from 2 to 3 gallons each
Knives, { Drawing, each
 { Butcher's, ditto
 { Carving, ditto
Tin Soup Ladles, ditto
Locks, with Keys, { Cupboard, ditto
 { Iron rimmed, ditto
 { Stock, ditto
 { Pad, of sizes, ditto
Mason's Mallets, ditto
Measures, { Copper, $\frac{1}{2}$ gill to 5 gallons, ditto
 { Tin, of sizes, $\frac{1}{2}$ gill to 1 gallon, ditto
 { Standard for men, ditto
Hand Flour Mills, ditto
Iron Nails, of sizes, { Rose headed, per 100lbs.
 { Clasp, ditto
 { Shingle, ditto
 { Brads, ditto
Pans, frying, each
Ditto, bed pewter, ditto
Planes, with Double Irons, { Smoothing ditto
 { Jack, ditto
 { Trying, ditto
 { Jointers, Carpenters'
Double Plane Irons, { Smoothing, ditto
 { Jack, ditto
 { Trying, ditto
 { Jointer, ditto
Screw Plates, with tops complete, ditto
Officers' Pokers, ditto
Pokers for Privates, ditto
Iron Pots, from 2 quarts to 10 gallons each
Tin Watering Pots, ditto
Carpenter's Pencils, per dozen
Farrier's Pkems, ditto
Sailmaker's Palms, per dozen
Farrier's Rasps, ditto
Razors, each
Saws, { Hand, ditto
 { Pit, ditto
 { Cross-cut, ditto
 { Dovetail, ditto
Iron Saucepans, of sizes, ditto
Spades, ditto
Shovels { Officers', ditto
 { Privates', ditto
 { Fire, large, ditto
 { Gardener, ditto
Sheep Shears, pairs
Butcher's Steels, each
Scythes, ditto
Steelyards, ditto
Iron Spoons, ditto
Iron Coal Scuttles, ditto
Common Snuffers, pairs
Tongs for Officers, ditto
Tongs for Privates, ditto
Bricklayer's Trowels, ditto
Large Rat Traps, ditto
Tin Urinals, ditto
Weights, { Brass, $\frac{1}{2}$ oz. to 8 oz., per set
 { Iron, 1lb. to 56lb., each.

The Articles are all to be of good quality, and subject to rejection if found otherwise, or unsuitable to the purposes for which they are required. Samples of such as will admit of it will require to be exhibited, and those of the accepted to be lodged for comparison if required. The Tenders to be marked "Tender for Ironmongery;" all further particulars may be known by application to the Ordnance Storekeeper.

W. MILLER,
Assistant Com. Gen.

Commissariat Office,
Sydney, 23rd February, 1836.

NOTICE is hereby given, that Tenders will be received at this Office until Monday the 14th of March, for supplying to the Ordnance Department the Articles undermentioned, in such quantities as may be required, for twelve calendar months from the 1st of April next, and further, until the expiration of a notice of three full calendar months given by either party wishing to terminate the Contract, viz:—

BOOKS.	Ruled with faint blue lines	}	Imperial, 2 to 10 Quires	}	each
			Royal 2 to 8 ditto		
			Medium ditto		
	Unruled	}	Demy ditto	}	each
			Foolscap ditto		
			Memorandum		

Brushes, Camel hair, per dozen
Folders, Ivory, each
Files, for papers, each
Hones, for penknives, each
India Rubber, bottles
Knives, Pen, each
Mill-board, of sizes, each

PAPER.	}	Brown, Imperial	}	Per Ream		
		Cartridge, ditto				
		Drawing				
		Imperial				
		Royal				
		Medium				
		Demy { cut			}	ruled
		{ uncut				
		Foolscap { cut			}	unruled
		{ uncut				
Blotting	}	Per Dozen				
Post						
Note						
Tracing						

PENCILS. { Slate
Black Lead } Per Dozen
Drawing

INK POWDERS. { Black } per dozen
Papers. { Red }

Portfolios, of sizes, each
Pins, per ounce
Quills, per 1000
Pens, per 1000

SILK. { Green Cord, skeins, per ounce
Green Ribbon, per yard
Tape, Red, broad, per piece
Wafers, in tin boxes, each
Wax, Sealing, Red, per lb.
Weights, Paper, each

The Articles are all to be of good quality, and subject to rejection if found otherwise, or unsuitable to the purposes for which they are required;

samples of such as admit of it will be required to be exhibited, and those of the accepted Tender to be lodged for comparison if required; the Tender to be marked "Tender for Stationery;" and further particulars may be known by application to the Ordnance Storekeeper.

W. MILLER,
Assistant Commissary-General.

Commissariat Office,
Sydney, 23rd February, 1836.

NOTICE is hereby given that Tenders will be received at this Office until Monday, the 14th day of March, for supplying to the Ordnance Department the articles undermentioned, in such quantities as may be required, for twelve calendar months from the 1st of April next, and further until the expiration of a Notice of three full calendar months given by either Party wishing to terminate the Contract, viz :

Canteens, Wood, each.
Casks, Water, with Iron Hoops, 80 gallons.

The articles are all to be of good quality, and subject to rejection if found otherwise, or unsuitable to the purposes for which they are required; Samples of such as admit of it will be required to be exhibited, and those of the accepted Tender to be lodged for comparison, if required; the Tenders to be marked "Tenders for Canteens or Casks," and further particulars may be known by application to the Ordnance Storekeeper.

W. MILLER, A. C. G.

Commissariat Office,
Sydney, 23d February, 1836.

NOTICE is hereby given, that Tenders will be received at this Office, until Monday the 14th of March, for supplying to the Ordnance Department the Articles undermentioned, in such quantities as may be required for Twelve Calendar Months from the 1st of April next, and further until the expiration of a Notice of Three full Calendar Months, given by either party wishing to terminate the Contract; viz:—

Bridles { Bit and Bradoon, each
complete { Winker for Pack-horses, each
Ditto } Bullocks, each
Buckles, Harness, of Sizes, per dozen
Collars with { Horse, each
Hames } Bullock, each
Curry Combs, each

Harness { Horse, each
sets Cart } Bullock, each
Leading, each
Girth Web, per yard
Saddles { Riding, each
complete } Pack, each
Straps for Canteens, per dozen
Sponges, per lb.

Wip s { Lunging, each
Cart, each.

The Articles are all to be of good quality, and subject to rejection if found otherwise, or unsuitable to the purposes for which they are required; samples of such as admit of it will be required to be exhibited, and those of the accepted Tender to be lodged for com-

parison if required; the Tenders to be marked "Tender for Saddlery;" and further particulars may be known by application to the Ordnance Storekeeper.

W. MILLER, A. C. G.

Commissariat Office,
Sydney, 23rd February, 1836.

NOTICE is hereby given that Tenders will be received at this Office until Monday the 14th March, for supplying to the Ordnance Department the articles undermentioned, in such quantities as may be required for twelve calendar months from the 1st of April next, and further until the expiration of a Notice of three full calendar months given by either Party wishing to terminate the Contract, viz:

Bedding { Palliasses { double, each.
 { single, each.
 { Pillow Cases { doule, each.
 { single, each.
 { Bolsters, ditto, each.

Bobbin, per yard.
Check Linen, per ditto.
Calico, strong, per ditto.
Cambric, per ditto.
Canvas, English { Bleached, per bolt.
 { Unbleached, per ditto.
Duck { English, per yard.
 { Russian, per ditto.
Dowlas, yard wide, per ditto.
Flannel, coarse, ditto, per ditto.
Haversacks, of canvas, each.
Hammocks { Double, ditto.
 { Single, ditto.
Linen, Irish { Fine, per yard.
 { Course, per ditto.
Lawn, per ditto.
Linsey Woolsey, per ditto.
Rugs, Woollen, each.
Sacks, Canvas, 3 bushels, ditto.
Tents, Circular, Officer's, complete with Poles,
Pins, Mallets, and Bags of No. 6 English
Canvas, each.

Towels { Hand, ditto.
 { Round, ditto.
Twine, Sewing, English, per lb.
Thread, Sewing, English, per ditto.
Tape, White { Narrow, per yard.
 { Broad, per ditto.

The articles are all to be of good quality, and subject to rejection if found otherwise, or unsuitable to the purposes for which they are required; Samples of such as admit of it will be required to be exhibited, and those of the accepted Tender to be lodged for comparison if required; the Tenders to be marked "Tender for Miscellaneous Stores," and further particulars may be known by application to the Ordnance Storekeeper.

W. MILLER, A. C. G.

Commissariat Office,
Sydney, 23d February, 1836.

NOTICE is hereby given, that Tenders will be received at this Office, until Monday the 14th of March, for supplying to the Ordnance Department the Articles undermentioned, in such quantities as may be required for Twelve Calendar Months from the 1st of April next, and further until the

expiration of a Notice of Three full Calendar Months, given by either party wishing to terminate the Contract; viz.—

Brushes { Whitewash, each
 { Sash Tool, each
 { Horse, each
 { Scrubbing, block with handles, each
 { Ditto, hand ditto, each
Bristles, Shoemakers', per lb.
Hemp, Shoemakers', per lb.
Mops, each
Chalk, per cwt.
Oil { Linseed (boiled and raw), per gallon
 { Sweet, per gallon
 { Neatsfoot, per gallon
Paint { Black, per lb.
 { White Lead, per lb.
 { Green, per lb.

Pitch, per cwt.
Rosin, per lb.
Spirits of Turpentine, per gallon
Tar, per gallon
Whiting, per cwt.
Tarpaulins of sizes, of English Canvass N
3, per square yard.

The Articles are all to be of good quality, and subject to rejection if found otherwise, or unsuitable to the purposes for which they are required; samples of such as admit of it will be required to be exhibited, and those of the accepted Tender to be lodged for comparison if required; the Tender to be marked "Tender for Oilmans' Stores, &c.;" and further particulars may be known by application to the Ordnance Storekeeper.

W. MILLER, A. C. G.

Commissariat Office,
Sydney, 8th February, 1836.

CONVEYANCE BY WATER.

NOTICE is hereby given that Tenders will be received at this Office until Monday the 14th March next, at Noon, for providing conveyance by Water to and from

Sydney and Parramatta
Sydney and The Greenhills
Sydney and Newcastle
Newcastle and The Greenhills
Sydney and Port Stephens
Sydney and Port Macquarie
Port Stephens and Port Macquarie
Sydney and Hobart Town,

from the 1st April 1836, to the 31st March 1837, and further until terminated by a previous Notice of Three full Calendar Months from the Party wishing to discontinue the Contract.

The Tenders to be endorsed "Conveyance by Water," and to state the rate required for Stores, Coal, &c., per Ton, and for Cabin and Steerage Passengers.

WM. MILLER,
Assistant Commissary General.

IN EQUITY.

Between JOHN MALCOLM, Plaintiff,
AND

JOHN EALES and OTHERS, Defendants.

PURSUANT to a Decree made in this Cause, dated 26th day of September, 1834, the Chief Clerk of the Supreme Court will put up for

Sale by Public Auction, on Friday the Eighth day of April next, at the hour of One o'clock in the afternoon of the same day, at the Supreme Court Office, King-street, Sydney, the following piece or parcel of Land and Premises.

All that piece or parcel of Land, containing Three hundred acres, situate, lying, and being in the County of Northumberland and Parish of Alnwick; bounded on the east by John Eales' land; on the west by James Kelly, junior; on the north by the River Hunter; and on the south by vacant land.

Further particulars as to the title, &c., may be known by application to the Chief Clerk of the Supreme Court; or to Mr. Charles Henry Chambers, the Plaintiff's Solicitor, George-street, Sydney.

TERMS OF SALE OR CONDITIONS.

The Purchaser to pay a deposit of Twenty per cent. on his being declared the highest bidder, and the residue of the purchase money upon the Deed of Conveyance being executed; and the Purchaser to complete his title at his own expense.

(signed) **JOHN GURNER,**
Chief Clerk of Supreme Court.

C. H. CHAMBERS,
Plaintiff's Solicitor.
January 22, 1836.

Principal Superintendent of Convicts' Office,
March 8, 1836.

THE undermentioned Prisoners having absconded from the individuals and employments set against their respective names, and some of them being at large with stolen Certificates and Tickets of Leave, all Constables and others are hereby required and commanded to use their utmost exertion in apprehending and lodging them in safe custody. Any person harbouring or employing any of the said Absentees, will be prosecuted as the law directs.

JOHN RYAN BRENNAN,

Acting Principal Superintendent of Convicts.

Taylor Thomas, alias Henley Thomas, Minerva (5), 30, Newcastle-upon-Tyne, writing master, 5 feet 7½ inches, sallow comp., brown hair, grey eyes, charged with forgery, from No. 7 Road Party, since February 27, 1833.

Christian Henry, alias Stephens John, Isabella (2), 29, Dublin, shoemaker, 5 feet 3¾ inches, fair comp., brown hair, grey eyes, from Moreton Bay since June 30, 1832.

Bishop Benjamin, Malabar (1), 35, London upholsterer, 5 feet 11½ inches, ruddy comp., brown hair, dark eyes, from Moreton Bay, since November 5, 1830.

Morrissey Edward, Borodino, 28-1105, 33, Kilkenny, clerk, 5 feet 7½ inches, sallow comp., brown hair, hazel eyes, at large with a Pass from the Police Magistrate, Bathurst, since July, 1834.

Lewis James William, Guildford (6), 31, London, servant, 5 feet 6½ inches, pale comp., brown hair, grey eyes, from Escort, five miles from Sydney, since October 30.

Cunningham Arthur, Ann Emelia, and Alligator, county Tyrone, farm labourer, 5 feet 5½ inches, florid comp., reddish brown hair, hazel eyes, supposed to have escaped in the *Nimrod* Whaler, under the assumed name of Kelly, in September 1835, from Hobart Town.

Radcliffe Charles, Lady Harewood, 31-3941, 40, Stockport, fancy baker, 5 feet 4½ inches, ruddy comp., light brown to grey hair, brown eyes, from F. N. Rossi, Goulburn, since January 25, 1836.

Somers Samuel, Mangles (1), 33, Birmingham, iron spoon maker, 5 feet 4½ inches, fair pale comp., dark sandy hair, hazel eyes, from No. 2 Stockade.

Fuller Sarah Mary, alias Matthews, alias Hunt, George Hibbert, London, cook and housemaid, 5 feet ¼ inch, sallow comp., brown hair, dark eyes, from C. Hinstey, Sydney, since March 5.

Ryan Timothy, Eliza (6), 32-1884, 28, Tipperary nailer, 5 feet 3 inches, sallow freckled comp., brown hair light hazel eyes, nose cocked, scar outer corner of left eyebrow, from Government, Port Macquarie, since February 13.

Glossop James, Dunvegan Castle (1), 30-419, 31, Leicester, hairdresser, 5 feet ½ inch, ruddy comp., brown hair, grey eyes, crucifixion on upper part, man woman, anchor, and other marks lower part of right arm, crucifixion upper part of left, woman, flowerpot, and letters on lower part of left arm, from Government, Port Macquarie, since February 13.

Brought John, alias John Charles Shaw, Waterloo, 33-1581, 27, Yorkshire, clothdresser, 5 feet 7¼ inches, sallow comp., black hair, hazel eyes, scar top of forehead, scar left cheek bone, right little finger contracted, hoop on upper left arm, second toes on both feet contracted, from Government, Port Macquarie, since February 1.

Walker William, Guildford (7), 27-1192, 34, Strathan, weaver, 5 feet 10 inches, sallow comp., dark brown hair, dark brown eyes, from Government, Port Macquarie, since February 5.

Cook Thomas, Surry, 31-1837, 23, Salop, attorney's clerk, 5 feet 9¼ inches, ruddy freckled comp., dark brown hair, brown eyes, from Government, Port Macquarie, since February 5.

Harpur William, Fortune (2), 44, London, tailor, 5 feet 8½ inches, dark sallow comp., black hair, dark eyes, from Hyde Park Barracks, since March 3.

Carter William, Georgiana, 1151, 22, London, printer's boy, 5 feet 2½ inches, dark ruddy comp., brown hair, brown eyes, from W. Lithgow, Goulburn, since March 5.

Wood John, Lady Nugent, 35-1169, 20, London, green grocer's labourer, 5 feet 3¼ inches, dark ruddy comp., brown hair, brown eyes, dark mole left eyebrow, scar right side of upper lip, scar knuckle of left forefinger, from T. Icely, Bathurst, since February 14.

Elvin Samuel, Lord Melville, 29-952, 24, France, brickfield boy, 5 feet 1½ inch, ruddy fair freckled comp., fair hair, hazel eyes, from No. 9 Road Party, since February 26.

Redpath William, Andromeda, 33-705, 25, Northumberland, farm labourer, 5 feet 1¼ inch, ruddy freckled comp., light brown hair, blue eyes, scar top of chin, from Hyde Park Barracks, since March 1.

Butterfield Julia, Surry (6), 33 121, 43, County Cork, allwork, 5 feet 1 inch, yellow comp., dark brown grey hair, brown eyes, lost two upper front teeth, scar back of left forefinger, from T. Jones, George-street, Parramatta, since February 29.

Siddons James, Camden, 31-978, 26, Wigan, carter, 5 feet 5½ inches, ruddy freckled, pockpitted comp., brown hair, dark hazel eyes, J S, mermaid, pipes, glass, and bottle on right arm, from No. 2 Stockade, out of irons, since March 1.

Kelly Michael, Royal Admiral, 34-2483, 20, Dublin, servant boy, 5 feet 3½ inches, ruddy freckled comp., brown hair, chestnut eyes, B K lower left arm, from Argyle Bridge Party, since February 25.

Whelan Thomas, Waterloo, 31-617, 24, County Wicklow, servant, 5 feet 5½ inches, ruddy and sallow comp., brown hair, hazel eyes, scar between eyes, nose including to right side, from Argyle Bridge Party, since February 25.

Rowe James William, Heroine, 33-1979, 19, London, painter's boy, 4 feet 5 inches, pale comp., brown hair, blue eyes, from Argyle Bridge Party, since February 25.

M'Gee Arthur, Heroine, 33-1840, 18, Morpeth, errand boy, 4 feet 10¼ inches, pale and freckled comp., brown hair, bluish eyes, nose small, scar left eyebrow, from No. 5 Road Party, since March 2.

Dunlop Edward, alias Adam, alias Edward Graham, alias Minegal, alias Edward M' Minegal, alias M' Minegal, Marquis Huntly (4), 35-1556, 18, Edinburgh, shoemaker and butcher, 5 feet 2¾ inches, dark pockpitted comp., brown hair, light hazel eyes, large scar over left eyebrow, raised scar back of left thumb, scar left forefinger, from No. 5 Road Party, since March 2.

Shergold George, Eleanor, 31-868, 25, Wilts, farm labourer, 5 feet 9¾ inches, dark ruddy freckled comp., brown hair, dark grey eyes, toes and fingers crooked from cold, from No. 5 Road Party, since March 2.

Lynch Richard, Elizabeth, 32-1917, 28, County Cork, groom and servant, 5 feet 4¼ inches, ruddy freckled comp.,

brown hair, white spots right side of neck, from No. 11 Road Party, since February 27.

Grivel Eliza, Diana, 33-259, Worcestershire, allwork, 5 feet $\frac{3}{4}$ inch, fair ruddy comp., auburn hair, chestnut eyes, broad featured, scar back of left hand, from J. Carmichael, York-street, since February 13.

Boyle Thomas, Royal Admiral, 35-432, 28, Louth, carter and farm servant, 5 feet 4 inches, ruddy freckled comp., brown hair, grey eyes, red whiskers, reported to have fallen overboard on his way from Sydney to Kissing Point, and drowned, but strongly suspected to be attempting to leave the Colony, from J. Shepherd, Parramatta, since March 1.

Chapman Jemima, Pyramus, 32-140, 26, Wilts, dress-maker and nurse girl, 5 feet 1 inch, ruddy freckled comp., red hair, grey eyes, scar left hand, scar on right thumb, from E. C. Atkinson, Tongabbee, since March 4.

Mary Kelly, J. Cooper, Liverpool.

THOMAS RYAN, Chief Clerk.

LIST OF RUNAWAYS APPREHENDED DURING THE LAST WEEK.

Hurley Dennis, Hive, T. Mowatt, Narallan
Jones Sarah, Pyramus, Female Factory, Port Macquarie
Stuart John, Portland, F. Stephens, Goulburn
Traynor James, Ferguson, No. 5 Road Party
White Elijah, Lady Harewood, Escort to Mountain roads
Tully Thomas, Forth, Escort to Mountain roads
Williams Charles, Eliza, Escort to Mountain roads
Wallace William, General Hewitt, Escort to Mountain roads
Brierly William, Westmoreland, Escort to Mountain roads
Cooper Robert, Lord Lyndock, C. Thompson, Penrith
Rooney James, Eliza, R. C. Lethbridge, Penrith
Jacobs Edwards, Captain Cooke, E. Cox, Penrith
Watson John, Guildford, Road Department, Emu
Bryan William, Hercules, No. 11 Road Party
Williams Thomas, Dunvegan Castle, No. 9 Road Party
Steward James, Manlius, No. 11 Road Party
Wassell Thomas, Roslyn Castle, No. 9 Road Party
Gretton Edward, Princess Victoria, No. 3 Stockade
Smith I. T., Lloyds, R. Johnson, Annandale
Waller Catherine, Burrell, C. Prout, Belle Ombre
Autey George, Mary, Seventeen-mile Hollow
Murdoch Mary, Surry, M. Gordon, Brickfield-hill
White William, Asia, Road Department
Davis John, America, Seventeen-mile Hollow
Levy Edward, Royal Admiral, Lock-up, Port Stephens
Onslow John, Camden, Lock-up, Port Stephens
Harrison William, Andromeda, A. Bell, Patrick's Plains
Parker William, Mermaid, T. Magnor, Sydney, agent for S. Lennox
Brown Henry, Henry Tanner, Goat Island
Howarth Benjamin, Florentia, I Howarth, Parramatta
Clevane Dennis, Java, W. Bucknell, New Town
Fearness James, John, Miss Johnstone, Horsley
Johnstone William, Lady M'Naughten, E. H. Cliffe, Chowder Bay
Drumgold James, Ferguson, No. 4 Road Party
Sutton Thomas, Asia, G. Ross, Sydney.

THOMAS RYAN, Chief Clerk.

IMPOUNDED at Bank's Town, on the 8th February
—One dark brown-sided Cow, black face and white tail, branded [—] on left thigh.

One red and white spotted Cow, right eye blind, banded B on right hip.

One strawberry Cow, branded W on right hip.

One dark brindle Cow, branded WWW on right side.

One red and white Bullock, star on his forehead, wide horns, brand on right hip illegible, TD on left hip.

If the above Cattle are not claimed in twenty-one days they will be sold on Wednesday, March 23d, to defray expenses.

WM. WALKER, Poundkeeper.

Bank's Town, March 2, 1836.

No. 212. March 9, 1836.

[10s. 6d.]

I viz:—
One black Bullock, with white under the belly, top of the right ear cut off, brand on the right rump JD conjoined.

One red and white speckled Bullock, brand on the right rump a heart and figure 3, and on the left rump a heart, with a hole in the left ear.

One red Bullock, with white belly, about two years old, brand on the left rump a King's crown.

One red brindle Bullock, with white back, belly, and tail, and hind legs white, three years old, brand on the left rump RC, and on the same shoulder with a diamond.

One very dark red Bullock, with white belly, brand on the left rump 541, and on the left rump JD, and on the ribs Y.

One large red Bullock, with white belly and tail, white spot on the off side of the ribs, brand on the right rump JD, on same ribs Y, and on the left rump 507.

One dark brown and white poley Bullock, brand on the left rump P.

Also, one dark brown Mare, with switch tail, brand on the right neck TW, and on the left shoulder T, and another letter but not legible.

One black Mare, four years old, a white blaze on the face, brand on the right neck TW TW, and a horse foal by her side, no brand, about twelve months old.

If not claimed on or before the 30th instant, they will be sold to defray expenses.

JONATHAN BARDSLEY, Poundkeeper.

Parramatta, March 7, 1836. Postage 2d. [14s. 6d.]

IMPOUNDED at Goulburn.—One iron-grey Mare, with a white speck in the off eye, brand on the neck not legible, an iron-grey filly by her side; also, a bright chestnut filly, with star in forehead, branded O2.

One bright bay Horse, about 14 hands high, a white streak down the nostril right side, two white feet near side, something like a brand of B or P, or a bruise, on the near shoulder.

One yellow-sided Cow, with a calf, white back and tail, branded A on hip and A on shoulder.

One brindle Steer, brand DJ.

One brown sided Heifer, white hind quarters, white face and back, branded E or F.

One brindle Heifer, white back and belly, branded diamond with B in centre.

One black Bullock, hoop horns, branded R2.

One red and white Cow, short tail, branded D in half circle, S1.

One dark brown Heifer, branded M.

One red and white poley Heifer, branded OM at the back of the shoulder.

One yellow Cow, with a calf, branded DR.

One red-sided Bullock, grey face, branded OH.

One black Cow, branded SA.

One red Steer, branded QU.

One yellow Cow, branded AK or AH.

One yellow Cow, with a white rump, branded X.

One yellow Bullock, with broad horns, branded diamond with long ends.

One red-sided Steer, white back, belly and tail, branded TH.

One white Heifer, brindle head and neck, branded CL.

One red and white Steer, branded HD joined together on shoulder, and a brand on hip something like DJ.

If the above Cattle are not released in twenty-one days they will be sold at the Pound to defray expenses.

FELIX BROWN, Poundkeeper.

Goulburn, 1st March, 1836.

[16s. 6d.]

IMPOUNDED at Red Bank, Invermein, the following Cattle, viz:—

One red sided Cow and Calf, white back and belly, branded off rump apparently JG.

One red Cow, white back and belly, branded near side RP on off rump TX.

If the said Cattle are not released within twenty-one days from this date, they will be sold at the Pound to defray expenses.

JOHN MURRAY, Poundkeeper.

Red Bank, February 29, 1836.

[10s.]

IMPOUNDED on the Cowpasture Road, five miles from Liverpool, on the 5th day of March, 1836.

One light bay Horse, wall eyes, four white feet, branded **JM** on the shoulder, shod, long tail.

One light red or yellow Bullock, branded on the off hip with **GD**, the circular and apparently the two letters are as above described, but not legible.

One dark red working Bullock, white under belly, and part of the tail white, brand **TS** on the off thigh, and branded on the near hip **W**.

One strawberry sided working Bullock, with white back and belly, branded on the near side between the hip bone and the rump **W**, and on the off hip, but not legible.

If not released on or before the 3rd day of April, 1836, they will be sold to defray the expenses, by John Burrows, Poundkeeper, at the Pound, from Kitchen's farm.

JOHN BURROWS, Poundkeeper
Cowpasture Road, March 8, 1836. [12s]

IMPOUNDED at the Cowpasture Bridge,

One dark brown working Bullock, white on rump and tail, white under belly, wide horns, **TW** off thigh.

One red working Bullock, white on rump and tail, white under belly, brand illegible on rump.

If not claimed by the 24th instant, they will be sold to defray expenses.

J. G. PETINGALE, Poundkeeper.
[9s. 3d.]

IMPOUNDED at the Cowpastures, February 9, 1836:—

One black and white Bullock, down horns, branded on near rump **WG** or **WC**.

If not claimed by the 2nd March, it will be sold to defray expenses.

J. G. PETINGALE, Poundkeeper.
Cowpastures, February 15, 1836. [9s.]

IMPOUNDED at Red Bank, Invermeil:—

One red Steer, white back and belly, branded off rump **DE**,

One black Cow, white belly, near rump and thigh **IC**, on off rump **DE**.

One black poll Heifer, white belly, off rump **DE**.

One red Heifer, white back and belly, off rump **DE**.

One red snail horned Bullock, branded off rump apparently **AJ**.

One dark yellow brindle Bullock, branded near rump **FC**, on off rump **IB**.

One red and white speckled Bullock, on off rump **MD**.

One red Bullock, branded off rump **WL**.

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One yellow brindle poll Steer, white belly unbranded.

One red Heifer, brand on off rump **MD**.

One white male Calf, red ears, unbranded.

One dark brown or black Heifer, unbranded.

If the said Cattle are not released within twenty-one days from this date, they will be sold at the Pound to defray expenses.

JOHN MURRAY, Poundkeeper.
Red Bank, February 27, 1 3 [13s.]

IMPOUNDED at the Cowpastures, February 23rd.

One red and white Cow, grazed on off shoulder, branded on off rump **WK**, and **HK** near rump.

February 27th—One red Cow, branded **OW** or **DW** off rump.

One light red and white Cow, **HM** near rump.

If the first is not released by the 18th March, and the latter by the 22nd March, they will be sold to defray expenses.

J. G. PETINGALE, Poundkeeper.
Cowpastures, Feb. 29, 1836. Postage 7d. [9s. 9d.]

IMPOUNDED at Jerara, district of Inverary, the following Cattle:—

One snail horn Bullock, colour yellow, white tail and belly, slit in the off ear, branded near rump **WS**.

One red sided Bullock, white stripes on the back, white belly, branded on the off ribs apparently **MC**.

One yellow Cow, branded off rump **JSJ**, near rump apparently **YIL**, with a heifer calf by her side, yellow sided, white spot top of the rump, white belly, not branded.

One blue sided working Bullock, freckled back, belly, face, and tail, brand **RD** near rump.

Also, one bay Filly, black mane and tail, star in the forehead, near hind foot white, not branded.

If the above Cattle are not released in twenty-one days from this date, they will be sold to defray expenses.

HENRY CORBYE, Poundkeeper.

February 24, 1836. Postage 8d. [11s. 9d.]

IMPOUNDED at Stonequarry Creek:—

One white working Bullock, red about the neck and head, red spots on the rump, the top broken off the near horn, brand on the near hip **JM**, on the off hip apparently **W**.

If the above Bullock is not claimed or released in twenty-one days from this date, it will be sold at the said Pound to defray expenses.

ARTHUR WALKER, Poundkeeper,

February 29, 1836. Postage 7d. [9s. 6d.]

IMPOUNDED at Bong Bong, District of Sutton Forest, on the 19th of February, 1836:—

One brindle and white Bullock, branded **HH** near

hip, and key on the shoulder off side.

One black and white Steer, branded **W** on he hip, and **S** on the shoulder off side.

One dark brown Heifer, with a white back, branded **W** on the thigh, near side.

One red Steer, branded **MS** on the off thigh.

One red and white Steer, brand not legible, with a piece out of the right ear.

One red Cow, with a white star on the forehead, piece out of the right ear, brand not legible.

One red Cow, branded **JB** on the milking side, with a red Bull **IBW**, calf by her side.

If not released within twenty-one days from the date of this advertisement, will be sold to defray expenses, at the Pound, Bong Bong.

WILLIAM CHATER, Poundkeeper

[12s. 3d.]

IMPOUNDED at Patrick's Plains, on the 15th of February, the following Cattle, viz:—

One brindle snail horn Bull, branded + near ribs, **H** in a circle, off rump.

One yellow and white Cow, branded **JC** or **K** joined, a calf by her side.

One red Bullock, branded apparently **FC** near rump, on the same ribs **H**, on the shoulder **I**.

One red Cow, branded **WW** near rump.

Also, at the same place,

One brown Cow, branded **AH**, and other brands illegible off rump, a calf by her side, branded **JC** near rump and ribs.

One strawberry poley Steer, branded off rump **C**, a piece cut out of right ear.

One red and white poley Heifer, no brand.

If not released in twenty-one days from this date, they will be sold agreeable to the Act of Council.

JOHN LUMLEY, Poundkeeper.

Bleakmoor Pound, Patrick's Plains, Feb. 19, 1836.
Postage 10d. [12s. 3d.]

IMPOUNDED at Windsor, the following Cattle, viz:—

One Cow, of the pole breed, very light brown, branded on the hip **RC**, with a male calf, all brown, blaze in the forehead, not branded.

One Bullock, three years old, branded on the shoulder **A**, and on the hip **T**, or something similar.

THOMAS DONNELLY, Poundkeeper.

Windsor, February 29, 1836. [9s. 3d.]

IMPOUNDED at Parramatta, the following Horses,
viz:—

One bay entire Colt, with black legs, mane, and tail,
brand on off shoulder M, rising three years old, and
about fourteen hands high.

One dark brown Horse, aged, with white spots on
each side of the saddle, a small star in the forehead,
brand on the off side under the saddle M, and appar-
ently another letter but not legible, and collar marks
on each side of the neck.

If not released on or before the 23rd of March next,
they will be sold to defray expenses.

JONATHAN BARDSLEY, Poundkeeper.
Parramatta, Feb. 29, 1836. Postage 4d. [10s. 6d.]

IMPOUNDED at Patrick's Plains, on the 24th of
February, 1836, the following Cattle, viz:—

One red and white Cow, branded PW off rump, a
calf by her side.

One red Steer, little white on the back, brand appar-
ently NL conjoined off rump.

One brown and white Bullock, branded W near
rump. 136

One brown and white yearling Bull, not branded.

One brindle and white ditto ditto.

One red and white ditto ditto.

If not released in twenty one days from this date,
they will be sold agreeable to the Act of Council.

J. LUMLEY, Poundkeeper
Bleakmoor Pound, Patrick's Plains, Feb. 26, 1836.
Postage 10d. [11s.]

IMPOUNDED at Goulburn:—

One brindle Bullock, brands something like H in
a circle on ribs, AX on hip, H on thigh.

One black Bullock, branded IW on hip, with white
legs behind.

One Heifer, strawberry sides, branded MJ.

One red Heifer, ES.

If these Cattle are not released and expenses paid,
they will be sold in twenty-one days from this date.

FELIX BROWN, Poundkeeper
February 25, 1836. [9s. 9d.]

IMPOUNDED at Portland Head, 29th February
1836:—One small Bull, red sides, white back and
belly, white star in the forehead, no brand, about 15
months old.

If the Bull is not claimed and released before the 18th
of March, will be sold to defray expenses.

LEWIS JONES, Poundkeeper.
Portland Head, 29th February, 1836. [9s.]

IMPOUNDED at Paterson's Plains, on the 13th of
February, 1836—

One red and white working Bullock, branded e or cT
off rump, and W on the near shoulder, and a large
lump or swelling on the lower part of the off jaw near
the mouth.

If the above Bullock is not claimed and released
in twenty-one days from the above date, he will be sold
at the Pound to defray expenses.

WM. SPENCE, Poundkeeper.
9s. 9d.]

IMPOUNDED at Patrick's Plains, February 13-
1836, the following cattle, viz:—

One red and white poley Cow, branded W W off
rump and thigh, a Bull Calf by her side not branded.

One light brindle and white Steer, branded J C off
ribs.

One strawberry working Bullock, a slit in both ears,
brands on near rump and thigh illegible.

One red and white Bull, branded IH off rump.
Damages on him of £5.

If not released in twenty-one days from this date,
they will be sold agreeable to the Act of Council.

JOHN LUMLEY, Poundkeeper
Bleakmoor Pound, Patrick's }
Plains, February 16, 1836. } Postage 10d. [10s. 9d.]

IMPOUNDED at North Richmond, February 16,
1836:—

One Cow, white with red sides and speckled,
branded on the off rump illegible.

One Bull Calf, white with red spots, and part of the
tail off, no brand.

If the above cattle are not released within twenty-
one days from this date, they will be sold in the Pound
to defray expenses.

HENRY VENESS, Poundkeeper.
North Richmond, February 16, 1836. [9s. 9d.]

IMPOUNDED at Maitland—One red poley Cow,
white back, belly, and part of the tail, speckled
head, W rump near side.

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One red poley Steer, HC rump, R and one letter
illegible ribs off side.

If not released in twenty-one days from this date,
they will be sold agreeable to the Act of Council.

THOMAS PRENTICE, Poundkeeper.
Maitland, 24th February, 1836. [9s. 6d.]

IMPOUNDED seven miles north of Penrith—
One black and white Bull, branded on the rump
off side HK, rump near side Crown with Y under, on
the near shoulder D.

One black and white Bullock, branded on the off
thigh W Z, and on the rump off side not legible.

If not released within twenty-one days from this
date, the same will be sold to defray expenses, accord-
ing to the Act of Council.

JOHN SHAW, Poundkeeper.
February 14th, 1836. [9s. 9d.]

IMPOUNDED at Bank's Town, on the 8th of
February—

One dark brown-sided Cow, black face and white
tail, — left thigh.

One red and white spotted Cow, the right eye blind,
B right hip.

One strawberry Cow, W on right side.

One dark brindle Cow, WWW on right side.

If the above Cattle are not claimed on or before
Saturday the 6th of March, they will be sold to defray
expenses.

WM. WALKER, Poundkeeper.
Bank's Town, February 10, 1836. [10s. 8d.]

IMPOUNDED at the South Creek, Melville:—

One brindle Cow, branded t v on the hip, and IT
on the thigh, milking side.

If not claimed and released with twenty-one days
from this date, she will be sold at this Pound to defray
expenses, agreeable to Act of Council.

GEORGE HUTCHISON, Poundkeeper.
Melville Pound, 20th February, 1836. Post. 7d. [9s.]

IMPOUNDED on the Cowpasture Road, five miles
from Liverpool:—One red poley Cow, branded on
the off hip G M.

One red sided Bullock, strawberry back and belly,
cut in the left ear, wide horns, branded on the off hip
H M.

One strawberry Bullock, white back and belly,
cocked horns, branded on off hip H M, both apparently
working Bullocks, impounded from Mr. Kitchen's farm
on the 21st February, 1836.

If not claimed or released on or before the 19th day
of March, 1836, they will be sold to defray expenses at
the Pound.

JOHN BURROWS, Poundkeeper.
Postage 5d. [10s. 9d.]

IMPOUNDED at Stonequarry Creek:—

One brown sided working Bullock, white back
belly, and tail, the near hind leg white, the face grey,
branded on the off hip J R.

One red working Bullock, the belly and tail white,
branded on the off hip J R.

If the above cattle are not claimed or released within
twenty-one days from this date, they will be sold at the
said Pound to defray expenses.

ARTHUR WALKER, Poundkeeper.
February 22, 1836. Postage 7d. [9s. 9d.]

IMPOUNDED at Paterson's Plains, on the 16th
February, 1836—

A chestnut Mare, about 14 hands high, switch tail,
and the two hind fetlocks white, branded S on the near
shoulder, J on the off side of the neck, and a long white
spot in her face.

If the above Mare is not claimed and released in
twenty-one days from the above date, she will be sold
at the Pound to pay expenses.
9s. 6d.]

WM. SPENCE, Poundkeeper.

IMPOUNDED at Campbelltown, 16th February,
1836:—One blue brindle Cow, branded JE off
rump.

If not released before the 15th day of March, she
will be sold to defray expenses.

CHARLES BECK, Poundkeeper.
Campbelltown, February 16 1836. [9s.

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