

No. XLII.

ASSISTED
IMMIGRATION.

An Act to regulate the Indenting of Assisted Immigrants and Others in the United Kingdom and elsewhere and their employment in this Colony for a certain time after their arrival therein. [28th December, 1852.]

Preamble.

WHEREAS the present system of Bounty Emigration has become highly burdensome and impolitic by reason that the Emigrants sent out under that system at the cost of the Territorial Revenue are not required on their arrival in this Colony to take service or to repay any portion of the public money thus expended in providing them with a passage to this Colony and it is expedient that the said system should be reformed Be it therefore enacted by His Excellency the Governor of New South Wales with the advice and consent of the Legislative Council of the said Colony as follows :—

Every statute adult whether male or female not paying the full amount of passage money required to sign indenture.

1. Every male of or above the age of fourteen years and every unmarried female of or above that age who shall hereafter be provided with a passage as an Emigrant to this Colony by Her Majesty's Emigration Commissioners and who shall not pay the full cost of his or her passage previously to his or her embarkation to this Colony or the embarkation of the wife or family of any such male Emigrant shall before obtaining an authority for such embarkation sign an indenture in the form or to the effect set forth in the Schedule A to this Act annexed Provided that no Emigrant of the class of country mechanics shall be required or bound to pay more than the sum of fifteen pounds sterling for his passage inclusive of any deposit made by him in the United Kingdom under any Regulation then in force and that no other class of Emigrants shall be required or bound to pay more than the sum of thirteen pounds sterling for his or her said passage inclusive as aforesaid.

And not paying thirteen pounds the full amount of passage money required to take service for a limited time.

2. If any Immigrant so under indenture shall on his or her arrival in the Colony or within any period thereafter to be prescribed by the Immigration Agent in this Colony for the time being not exceeding fourteen days pay to such Immigration Agent on behalf of the Government the full sum set against his or her name in the said indenture every such indenture shall thereupon be cancelled so far as it relates to every Immigrant paying such sum.

Authority given to the Immigration Agent for the time being to bind Immi-

3. The Immigration Agent for the time being or any person deputed by him for that purpose with the approbation of the Governor shall have authority with or without the consent of any such Immigrant

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grant not so paying his or her passage money or any balance due therefor to make and sign in his or her name and on his or her behalf a contract of service with any competent employer for the term of two-years to be computed from the day on which such contract is made and signed by an agreement in the form or to the effect in Schedule B to this Act appended and every such employer shall thereupon pay into the hands of such Immigration Agent for the use of the Government of the Colony half the amount then due to the Government for the passage of every Immigrant so bound and such employer shall undertake to pay the balance of the passage money required by the regulations from such Immigrant at or before the expiration of twelve calendar months from the making of such contract such employer being hereby authorized to deduct such payments so to be made on behalf of any such Immigrant from his or her wages as such wages accrue or become due by eight equal deductions from the same during such term of two years.

grants to competent employers for two years the employer undertaking to pay passage money half first year and half second year.

Employers being at liberty to deduct such payments from wages of Immigrant.

4. Every Immigrant serving an employer under any such contract may at any time after the expiration of the first year cancel the same by giving such employer three calendar months' notice thereof in writing and by paying such employer the amount of money then remaining due for his or her passage.

Immigrant to have power to cancel indenture after one year's service on paying balance of passage money.

5. It shall be lawful for any artificer domestic servant handicraftsman mechanic gardener servant in husbandry shepherd herdsman wool sorter coachman groom vine dresser or other laborer and also for any male or female being above the age of eighteen years and for all and every other classes and class of laborers workmen tradesmen or artificers whether they be subjects of Her Majesty or of any foreign country by indenture or other agreement duly executed to contract with any person or persons about to proceed to or actually resident in this Colony or with the agent or agents of any such person or persons faithfully to serve or to proceed to and faithfully serve such person or persons in the said Colony for any period not exceeding the full term of five years.

Various classes of servants including foreigners empowered to contract with persons proceeding to or resident in Colonies for any term not exceeding seven years.

6. Every Emigrant already under indenture or hereafter contracting by indenture or otherwise to serve any employer in this Colony shall be liable to repay to such employer any sum which he or she may contract with such employer or with any agent of such employer to repay for whatever object advanced—and whether his or her passage were paid for in the first instance by such employer or were paid by the said Emigration Commissioners out of the public funds of this Colony and repaid or secured by such employer to such Commissioners or to the Immigration Agent of the said Colony.

Every such Emigrant liable to repay any sum advanced for passage outfit &c. under any contract to such effect.

7. It shall be competent to Her Majesty's Emigration Commissioners by a written instrument in the form or to the effect in Schedule C to this Act appended to engage on behalf of the Immigration Agent of this Colony for the time being any boy or girl of and above the age of thirteen years from any orphan or other public school or cleemosynary establishment in any part of the United Kingdom or from any parishes or boards of guardians or parents or guardians willing to contribute at the rate fixed by the regulations towards their passage to this Colony and the said Commissioners shall be at liberty if they shall see fit to contribute the remainder of their passage money not exceeding for any such boy or girl the sum of eight pounds sterling out of any fund belonging to the said Colony at their disposal.

Boys and girls of and above the age of thirteen empowered to contract with Immigration Agent to serve as Apprentices for four years on certain conditions.

8. Such boys and girls on their arrival in the Colony may be bound by the Immigration Agent for the time being by indenture in the form or to the effect in Schedule D to this Act appended to proper employers who upon the execution of any such indenture shall pay the balance of the passage money due to the Government for such boys and

And may be transferred after their arrival to competent masters on certain terms.

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and girls and shall enter into the agreement for their due maintenance and support and also for the payment to them of wages at the rates and times in the said indenture mentioned.

Emigrants contracting with master of vessel that they will within six days after arrival either pay balance of passage money or become indentured for two years to approved employer who will pay it for them to be held bound for fulfilment of contract as if introduced under indenture to Emigration Commissioners in England.

9. If any owner or master of any ship or vessel shall contract in writing with any Emigrant either from the United Kingdom or from any foreign country for his or her conveyance to any port in this Colony and any such Emigrant shall engage either to pay any portion of his or her passage money not exceeding ten pounds within six days after his or her arrival or to execute within the same period with the concurrence of the Immigration Agent of this Colony for the time being or his deputy an indenture of service for two years to some competent employer at such rates of wages as may be agreed upon between the parties or as the Immigration Agent may deem reasonable and by which the employer engages upon the execution thereof to pay or secure the amount of passage money remaining due from such Emigrant then every such Emigrant shall be held bound to the due fulfilment of such contract in the same manner and subject to the same penalties and punishment for non-performance as if he or she had arrived under indenture to Her Majesty's Emigration Commissioners in England under the provisions of this Act.

Extension of Act to contracts and indentures entered into both before and after arrival by persons introduced by Societies formed for the promotion of Emigration to this Colony.

10. The provisions of this Act shall extend and apply as far as the same can be applied to all contracts and indentures entered into in any part of the United Kingdom of Great Britain and Ireland by any Emigrant brought out to this Colony at the expense of any Society organized or established in any part thereof for the promotion of Emigration to this Colony and to all contracts or indentures of service or apprenticeship which may be entered into by any Emigrant or Apprentice after their arrival here with a view of repaying or securing to any such Society the whole or any part of the passage money of any such Emigrant or Apprentice.

All indentures or other written agreements to be valid without stamp and the transfer of the services of Immigrants by Immigration Agent to be valid whether with or without their consent.

11. All such indentures or other written agreements as are hereinbefore mentioned shall in all Courts and before all Justices within the said Colony be deemed to be valid in whatever country they may be executed and shall be of the like force and effect within this Colony as if they had actually been made and executed by the respective parties thereto within the same and every such contract of service or indenture of apprenticeship as hereinbefore mentioned executed by the Immigration Agent for the time being of the said Colony whether executed or not by the party to be bound thereby or with or without his or her consent shall be as valid and binding on such party as if the same had been executed by such party or by any parent guardian or other lawful authority by or on his or her behalf and shall subject such party for any breach thereof or of any condition or contract therein contained upon summary conviction by or before two or more Justices to the like fines penalties and punishments as are now or may be hereafter provided by law for any wilful violation of the provisions of any ordinary contract of service or indenture of apprenticeship or for any misdemeanor miscarriage misconduct or ill-behaviour of any master servant or apprentice within the said Colony and if any such party whether he or she be of the full age of twenty-one years or not shall abscond from the service of any employer to whom he or she shall be under such contract of service or indenture of apprenticeship as hereinbefore mentioned without lawful excuse every party so absconding shall be liable for a first offence to imprisonment with or without hard labor at the discretion of the convicting Justices for a period not exceeding three calendar months and for every subsequent offence to imprisonment with or without hard labor for any period not exceeding six calendar months and the periods of such absconding and imprisonment shall

Breach of any such contracts subject to like fines and punishments as are provided by law for wilful violation of indentures.

Absconding from employment to be punished with imprisonment with or without hard labor

Unless there be lawful excuse.

not

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not be deemed to be a part of the term of service mentioned in any such contract of service or indenture as aforesaid.

12. Any person who shall employ retain harbour or conceal any Immigrant of any of the classes or descriptions mentioned in this Act during the time such Immigrant shall be under contract to serve any employer in this Colony who shall have paid or come under engagement to pay the whole or any portion of the passage money of any such Immigrant shall be liable to pay such employer at the rate of five shillings a day for every day such Immigrant may be so employed retained harboured or concealed by any such person up to the full amount or sum not exceeding fifteen pounds which such employer may have so paid or come under engagement to pay and every complaint for so employing retaining harbouring or concealing any such Immigrant may be heard and determined in a summary way before any two Justices of the Peace who in addition to any damages they may award by virtue of this Act may give the complainant full costs. Provided always that if upon the hearing of any information under this section any person so employing retaining harbouring or concealing any such Immigrant shall prove to the satisfaction of the Justices hearing the same that he has not been guilty of undue negligence such information shall be thereupon dismissed.

Persons harbouring Immigrants under contract to serve employers who have paid their passage money liable to a fine of five shillings a day during the period of such harbouring up to the full amount of the Immigrant's passage money.

13. Every indenture or other written agreement officially transmitted to the Immigration Agent of this Colony by Her Majesty's Commissioners for Emigration in England shall be conclusive evidence in any Court or before any Justices of the signature or consent of the several parties thereto whose names are therein or thereunder written or mentioned and shall require no further proof of its authenticity than its production in any such Court or before any Justices by or on behalf of such Immigration Agent or by or on behalf of the employer of any such Immigrant and any certificate under the hand of the said Immigration Agent that any such Immigrant came out as such in any vessel bringing out assisted Immigrants shall be receivable in any Court or before any Justices and shall be conclusive as to the identity of such Immigrant and as to all the facts therein certified to be true.

Every indenture or written agreement transmitted to the Colony by Emigration Commissioners to be conclusive evidence against the parties whose names are therein written on the production thereof or of any certified copy in any Court of Justice.

SCHEDULES REFERRED TO.

A.

WE whose names are severally hereunder written in consideration of a passage being provided for us and (as the case may be) our respective wives and families by Her Majesty's Emigration Commissioners at the expense of the Colony of New South Wales severally bind ourselves either to repay to the Immigration Agent of that Colony for the time being the sums set against our respective names in sterling British money within fourteen days after our arrival in the said Colony or to take service with any employer in the said Colony with whom we may agree during that period and who shall be approved of by the said Immigration Agent and shall forthwith pay to him one-half of the sums set against our names respectively and shall bind himself to pay the residue thereof to the Immigration Agent for the time being in twelve calendar months or within any shorter period of the date of such employment. And in default of our making any such agreement with the consent of the said Immigration Agent and in the form prescribed by law or the Regulations of the Government we hereby agree and bind ourselves to take such other employment and to accept such wages as the said Immigration Agent may procure for us respectively and we hereby respectively give him full power and authority with or without our future consent to sign on our behalf a contract of service with any employer whom he may select on our behalf for the term of two years to be computed from the date of such contract it being always understood that any such employer shall be at liberty to deduct from any wages that may accrue or become due to us respectively during the said term at the rate of one-eighth of the sums so set against our respective names in each three calendar months of such service and further that at any time

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time after the expiration of the first year thereof we shall be respectively at liberty on giving our respective employers three calendar months' previous notice to put an end to such contract and service by paying up the balance of the said sums then due by us for our passage.

Witness

B.

No.

185

MEMORANDUM of Agreement made this day between A. B. Esq. the Immigration Agent of this Colony for the time being of the first part C. D. a free Immigrant per ship of the second part and E. F. of the third part The said C. D. engages to serve the said E. F. as a and otherwise to make generally useful for the term of two years to be computed from the date hereof and also to obey all the said E. F.'s or his or her Overseer's or authorized Agent's lawful and reasonable commands during that period in consideration of which services the said E. F. doth hereby agree to pay the said C. D. wages at the rate of pounds shillings (£) per annum payable quarterly to provide him (or her) with the understated rations weekly and to defray the expense of his (or her) conveyance to the place at which he (or she) is to be employed it being always understood that the said E. F. is to be at liberty to deduct from any wages that may accrue or become due to the said C. D. by eight equal quarterly deductions the sum of £ being the full sum due by the said C. D. to the Government of this Colony for his or her passage thereto.

Weekly Ration :—

Beef or Mutton.....	10 lbs.
Flour.....	10 lbs.
Sugar.....	2 lbs.
Tea.....	$\frac{1}{4}$ lb.

And the said E. F. hereby agrees to pay to the said Immigration Agent immediately upon the execution of this memorandum the sum of £ being one-half of the amount of passage money due by the said C. D. to the said Government and to pay the residue thereof to the said A. B. or to such other person as may then be the Immigration Agent for the time being at the end of one year from the date hereof.

(To be Signed)

A. B. Immigration Agent.
C. D.
or
(A. B. on behalf of C. D.)
E. F.

Witness

C.

WE the undersigned or undernamed parties severally agree and bind ourselves with the consent of all or any persons now in authority over us to serve any employers to whom we may be respectively bound by the Immigration Agent for the time being of the Colony of New South Wales as Apprentices for the term or period of four years to be computed from the date of our apprenticeship in the said Colony for such wages or remuneration after payment by such employers of the sums due for our passage to the said Colony as to the said Immigration Agent may seem meet and we do hereby authorize and empower him or his Deputy duly appointed with the approval of the Government of the said Colony to bind us out as such Apprentices immediately upon or at any time after our arrival in the said Colony.

Witness

D.

INDENTURE of apprenticeship made this day of A.D. between A. B. Immigration Agent for the Colony of New South Wales or C. D. his Deputy (as the case may be) of the first part E. F. an Immigrant (male or female as the case may be) per ship being of the age of years of the second part and G. H. of the third part The said A. B. (or C. D.) doth hereby bind the said E. F. to the said G. H. as an apprentice in the trade or calling of (*here describe particular occupation*) and otherwise to make (*himself or herself as the case may be*) generally useful for the term of four

Gold Fields Management.

four years and also to obey all the said G. H.'s lawful and reasonable commands or those of (*his or her*) authorized agent during that period in consideration of which services the said G. H. hereby agrees to pay the said party of the second part wages quarterly at the rate of five pounds per year for the first two years and at the rate of ten pounds per year for the residue of the said term and to teach or cause (*him or her as the case may be*) to be taught such trade or calling during the said term and to provide (*him or her as the case may be*) with lodging and either with board or a weekly ration (at the option of the said G. H.) consisting of—

10 lbs. of flour
10 lbs. of meat
2 lbs. of sugar
 $\frac{1}{4}$ lb. of tea.

In witness whereof the said A. B. as such Immigration Agent as aforesaid or the said C. D. (as Deputy to such Immigration Agent) for and on behalf of himself and the said E. F. and also the said G. H. have affixed their names and seals to this Indenture of apprenticeship.

(L.S.)

(L.S.)

Witness
