

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 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 for 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 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 forfeiture 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 on 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.

**VI.**—*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 the 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 authorized to abate the amount of all forfeitures hereinbefore enacted out of the wages of any Seaman incurring the same.

How amount of forfeiture is to be ascertained when Seamen contract for the Voyage.

**VII.**—*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 into 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 shewing 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, or out of this Colony, and the Master of the Ship shall be under the

Forfeiture for desertion.