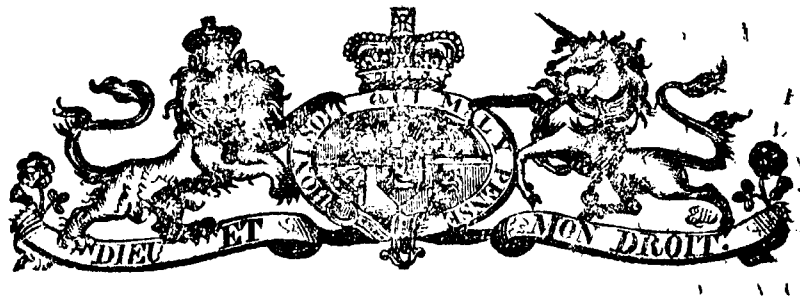


ANNO QUINTO

GEORGII IV. REGIS.

CAP. XCVI.

An Act to consolidate and amend the Laws relative to the Arbitration of Disputes between Masters and Workmen. [21st *June* 1824.]

WHEREAS it is expedient that the Laws relative to the Arbitration of Disputes between Masters and Workmen should be consolidated and amended, and one General Law made applicable to every Description of Trade and Manufacture; 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 passing of this Act, so much of a certain Act passed in the Parliament of *Ireland*, in the Third Year of King *George* the Second, intituled *An Act to prevent unlawful Combinations of Workmen, Artificers, and Labourers employed in the several Trades and Manufactures of this Kingdom, and for the better Payment of their Wages; as also to prevent Abuses in making of Bricks, and to ascertain their Dimensions*, as relates to the Decision of Disputes as therein mentioned; also a certain other Act passed in the Thirty-ninth and Fortieth Years of King *George* the Third, intituled *An Act for settling Disputes that may arise between Masters*

3 G. 2. (I.) in part.

39 & 40 G. 3. c. 90.

Masters and Workmen engaged in the Cotton Manufacture in that Part of Great Britain *called* England; also a certain other Act passed in the Thirty-ninth and Fortieth Years of King *George* the Third, intituled *An Act to repeal an Act passed in the last Session of Parliament, intituled 'An Act to prevent unlawful Combinations of Workmen,' and to substitute other Provisions in lieu thereof;* also a certain other Act passed in the Forty-first Year of King *George* the Third, intituled *An Act to amend so much of an Act passed in the Thirty-ninth and Fortieth Years of the Reign of His present Majesty, intituled 'An Act to repeal an Act passed in the last Session of Parliament, intituled 'An Act to prevent unlawful Combinations of Workmen,' and to substitute other Provisions in lieu thereof,' as relates to the Forms of Convictions therein referred to;* also a certain other Act passed in the Forty-third Year of King *George* the Third, intituled *An Act for preventing and settling Disputes which may arise between Masters and Weavers engaged in the Cotton Manufacture in* Scotland, *and Persons employed by such Weavers, and Persons engaged in ornamenting Cotton Goods by the Needle;* also a certain other Act passed in the Forty-fourth Year of King *George* the Third, intituled *An Act to amend an Act passed in the Thirty-ninth and Fortieth Years of His present Majesty, intituled 'An Act for settling Disputes that may arise between Masters and Workmen engaged in the Cotton Manufacture in that Part of* Great Britain *called* England;' and also a certain other Act, passed in the Fifty-third Year of King *George* the Third, intituled *An Act for the better Regulation of the Cotton Trade in* Ireland, shall be and the same are hereby repealed; save and except in as far as the same may have repealed any prior Acts or Enactments.

39 & 40 G. 3. c. 106.
41 G. 3. c. 38.
43 G. 3. c. 151.
44 G. 3. c. 87.
53 G. 3. c. 75.
repealed.

Enumeration of the Causes of Dispute that may be referred.

II. And be it further enacted, That the following Subjects of Dispute arising between Masters and Workmen, or between Workmen and those employed by them, in any Trade or Manufacture in any Part of the United Kingdom of *Great Britain* and *Ireland*, may be settled and adjusted in Manner hereafter mentioned; that is to say, Disagreements respecting the Price to be paid for Work done, or in the Course of being done, whether such Disputes shall happen or arise between them respecting the Payment of Wages as agreed upon, or the Hours of Work as agreed upon, or any Injury or Damage done or alleged to have been done to the Work, or respecting any Delay or supposed Delay in finishing the Work, or the not finishing the Work in a good and workmanlike Manner, or according to any Contract, or to bad Materials; Cases where the Workmen are to be employed to work any new Pattern which shall require them to purchase any new Implements of Manufacture, or to make any Alteration upon the old Implements for the working thereof, and the Masters and Workmen cannot agree upon the Compensation to be made to such Workmen for or in respect thereof; Disputes respecting the Length, Breadth, or Quality of Pieces of Goods, or, in the Case of Cotton Manufacture, the Yarn thereof, or the Quantity and Quality of the Wool thereof; Disputes respecting the Wages or Compensation to be paid for Pieces of Goods that are made of any great or extraordinary Length; Disputes in the Cotton Manufacture respecting the Manufacture of Cravats, Shawls, Policat, Romal,

Romal, and other Handkerchiefs, and the Number to be contained in One Piece of such Handkerchiefs; Disputes arising out of, for, or touching the particular Trade or Manufacture, or Contracts relative thereto, which cannot be otherwise mutually adjusted and settled; Disputes between Masters and Persons engaged in sizing or ornamenting Goods; but nothing in this Act contained shall authorize any Justice or Justices acting as hereinafter mentioned to establish a Rate of Wages or Price of Labour or Workmanship at which the Workmen shall in future be paid, unless with the mutual Consent of both Master and Workman; Provided always, that all Complaints by any Workman as to bad Materials shall be made within Three Weeks of his receiving the same; and all Complaints arising from any other Cause shall be made within Six Days after such Cause of Complaint shall arise.

Limitation of Time for Workmen to lodge their Complaints.

III. And be it further enacted, That whenever such Subjects of Dispute shall arise as aforesaid, it shall be lawful for the Master and Workman, or either of them, to demand and have an Arbitration or Reference thereof in Manner following; that is to say, Where the Party complaining and the Party complained of shall come before or agree by any Writing under their Hands to abide by the Determination of any Justice of the Peace or Magistrate of any County, Riding, Division, Stewartry, Barony, City, Burgh, Town, or Place, within which the Parties reside, it shall and may be lawful for such Justice of the Peace or Magistrate to hear and finally determine, in a summary Manner, the Matter in dispute between such Parties; but if such Parties shall not come before or so agree to abide by the Determination of such Justice of the Peace or Magistrate, then it shall be lawful for any such Justice or Magistrate, and such Justice of the Peace or Magistrate is hereby required, on Complaint made before him, and Proof by the Examination of the Party making such Complaint, that Application has been made to the Person or Persons against whom such Cause of Complaint has arisen, or his, her, or their Agent or Agents, if such Dispute has arisen with such Agent or Agents, to settle such Dispute, and that the same has not been settled upon such Complaint being made, or where the Dispute relates to a bad Warp, that such Cause of Complaint has not been done away with within Forty-eight Hours after such Application, to summon before him such Person or Persons, or Agent or Agents, on some Day not exceeding Three Days, exclusive of *Sunday*, after the making such Complaint, giving Notice to the Person making such Complaint of the Time and Place appointed in such Summons for the Attendance of such Person or Persons, Agent or Agents as aforesaid; and if at such Time and Place the Person or Persons so summoned shall not appear by himself, herself, or themselves, or send some Person on his, her, or their Behalf, to settle such Dispute, or appearing, shall not do away such Cause of Complaint, then and in such Case it shall be lawful for such Justice, and he is hereby required, at the Request of either of such Parties, to nominate Arbitrators or Referees for settling the Matters in dispute; and such Justice shall then and there at such Meeting propose not less than Four nor more than Six Persons, One Half of whom shall be Master Manufacturers, or Agents or Foremen of some Master Manufacturer, and the other Half of whom shall be Workmen in such Manufacture; such

Appointment of Referees.

such respective Persons residing in or near to the Place where such Disputes shall have arisen; out of which Master Manufacturers, Agents, or Foremen, the Master engaged in such Dispute, or his Agent, shall choose One, and out of which Workmen so proposed, the Workman or his Agent shall choose another, who shall have full Power to hear and finally determine such Dispute.

Appointment of other Referees where those appointed refuse or delay to accept the Reference, or accepting, do not act therein.

IV. And be it further enacted, That in case any or either of the Persons so proposed by any such Justice shall refuse or delay to accept such Arbitration, or accepting shall not act therein, within Two Days after such Nomination, the Justice shall proceed to name another or other Persons of the Descriptions aforesaid, in the Room of the Person so refusing as aforesaid to be Arbitrator or Arbitrators in the Place of any such Arbitrator or Arbitrators so refusing or delaying to accept, or who shall not act; and in every Case of a Second Nomination the Arbitrators shall meet within Twenty-four Hours after the Application for the same, and at the same Place at which the Meeting of the Referees first named was appointed, or at some other convenient Place, as the Justice may appoint; and the Expence of every such Application for the Appointment of a Second Referee shall be borne and defrayed by the Party through whose Default, or the Default of whose Referee, such Application is rendered necessary; and the Justice making such Second Appointment shall certify the same in the Form for that Purpose hereafter set forth, or in some other Form to the like Effect; and in every Case where a Second Arbitrator shall be appointed as aforesaid, and such Second Arbitrator shall not attend at the same Time and Place appointed for settling the Matters in dispute, it shall be lawful for the other Arbitrator, at such Time and Place, to proceed by himself to the hearing and determining of the same Matters in dispute; and in such Case the Award of such Sole Arbitrator shall be final and conclusive as to all Matters in dispute submitted to such Arbitrator, without being subject to Review, Appeal, or Suspension.

Meeting of Referees, Notice of which shall be given.

V. And be it further enacted, That the Arbitrators or Referees being so nominated as aforesaid, the said Justice shall thereupon appoint a Place of Meeting according to the Directions of this Act, and also a Day for the Meeting, Notice of which Nomination, and of the Day of Meeting, shall thereupon be given by such Justice to the Persons so nominated Arbitrators or Referees, and to any Party to any such Dispute, who may not have attended the Meeting before such Justice as aforesaid; which Appointment shall be by such Justice certified in the Form following, or in some other Form to the like effect; that is to say,

Form of Justice's Order, certifying Nomination of Referees.

'I *A.B.*, One of the Justices of the Peace acting for
' , do hereby certify, That *C. D.* and *E. F.*
' are duly nominated Referees to settle the Matters in difference
' between *G. H.* of Master Manufacturer,
' [*or* Agent *or* Foreman, *as the Case may be*,] and *I. K.* of
' Weaver, [*or otherwise, as the Case may be*,]
' pursuant to an Act passed in the Fifth Year of the Reign of His
' present

'present Majesty; and that the said Referees are hereby directed
'to meet at on the
'Day of at of the
'Clock in the Forenoon [*or* Afternoon, *as the Case may be*].
'*A. B.*'

'I *A. B.*, One of the Justices of the Peace acting for ,
'do hereby certify, That the above-named *C. D.* and *E. F.* [*or*
'One of them, *as the Case may be*], having refused or delayed to
'act in the above-mentioned Reference, *L. M.* and *N. O.* [*or L. M.*
'*only, as the Case may be,*] are [*or* is] by me duly nominated Re-
'ferees [*or* Referee], together with the above-named *C. D.* [*or E. F.*]
'to settle the Matters in difference between the above-named *G. H.*
'and *I. K.*; and the said *C. D.* or *E. F.* together with the said *L. M.*
'[*or* the said *L. M.* or *N. O.*, *as the Case may be,*] are directed to
'meet at the Place above mentioned, on . the
'Day of in the Year of our Lord
'at of the Clock in the
'Forenoon [*or* Afternoon, *as the Case may be*]. *A. B.*'

And the Persons so appointed as aforesaid shall hear and examine the Parties and their Witnesses, and determine such Dispute within Two Days after such Nomination, exclusive of *Sundays;* and the Determination of such Arbitrators shall be final and conclusive.

Place for the Meeting of Referees.

VI. And be it further enacted, That in all Cases where Complaints are made respecting bad Warps or Utensils by Workmen, the Place of Meeting of the Referees shall be at or as near as may be to the Place where the Work shall be carrying on; and in all other Cases at or as near as may be to the Place or Places where the Work has been given out.

Attendance of Parties.

VII. Provided also, and be it further enacted, That if any Person so complaining as aforesaid shall not attend, or send some Person on his or her Behalf, at the Time and Place appointed by such Justice of the Peace, for the Purpose of naming such Persons as aforesaid, such Person shall not in such Case be entitled to the Benefit of this Act; and if any Person against whom any such Complaint shall have been made as aforesaid shall not attend, or send some Person on his or her Behalf, the Justice of the Peace shall thereupon nominate a Person for him out of such Persons so proposed as aforesaid.

Investigation of the Complaint.

VIII. And be it further enacted, That the said Arbitrators and Referees shall meet at the Time and Place fixed by the Justice of the Peace by whom such Referees were appointed, and shall, by Inspection of the Work in regard to which the Dispute may have arisen, by hearing and examining the Parties, or any other Persons on their Behalf, or that attend to give Evidence respecting the Matters in dispute, upon Oath, (which the said Arbitrators and Referees are hereby empowered to administer,) or otherwise, or by otherwise ascertaining the true State of the Case, in such Manner as to such Arbitrators and Referees shall appear necessary, proceed to determine the Matter or Matters in Dispute referred to them; and the Award to be made by such Arbitrators and Referees shall be final and con-

clusive between the Parties, without being subject to review or challenge by any Court or Authority whatsoever.

Arrest and Commitment of refractory Witnesses.

IX. And be it further enacted, That it shall be lawful for any Arbitrator or Arbitrators, Referee or Referees, and he or they are hereby authorized and required at the Request in Writing of any of the Parties to issue his or their Summons to any Witness or Witnesses to appear and give Evidence before such Arbitrator or Arbitrators, Referee or Referees, at the Time and Place appointed for hearing and determining any such Dispute, and which Time and Place shall be specified in such Summons; and if any Person so summoned to appear as a Witness as aforesaid, shall not appear before such Arbitrator or Arbitrators, Referee or Referees, at the Time and Place specified in such Summons, or offer some reasonable Excuse for the Default, or appearing according to such Summons, shall not submit to be examined as a Witness, and give his Evidence before such Arbitrator or Arbitrators, Referee or Referees, touching the Matter of such Dispute, then and in every such case it shall be lawful for any One or more of His Majesty's Justices of the Peace acting in and for the County, Stewartry, Riding, Division, Barony, City, Burgh, Town, or Place, where such Dispute shall have arisen, and they are hereby authorized, (Proof on Oath in the case of any Person not appearing according to such Summons, having been first made before such Justice or Justices, of the due Service of such Summons on every such Person by delivering the same to him, or by leaving the same Twenty-four Hours before the Time appointed for such Person to appear before such Arbitrator or Arbitrators, Referee or Referees, at the usual Place of Abode of such Person,) by Warrant under the Hands of any such Justice or Justices to commit any such Person so making Default in appearing, or appearing and refusing to give Evidence, to some Prison within the Jurisdiction of any such Justice or Justices, there to remain, without Bail or Mainprize, for any Time not exceeding Two Calendar Months, nor less than Seven Days, or until such Person shall submit himself to be examined, and give his Evidence before such Arbitrator or Arbitrators, Referee or Referees as aforesaid: Provided always, that in case such Dispute shall be heard and determined before such Offender shall submit to be examined, and give Evidence as aforesaid, then and in every such Case he, she, or they shall be imprisoned the full Term of such Commitment.

Adjournment of the Complaint from the Referees to a Justice.

X. And be it further enacted, That in case such Arbitrators and Referees so appointed cannot agree upon and decide such Matter or Matters in dispute so referred as aforesaid, or shall not make and sign their Award within Three Days after the Date of the Order of such Justice, certifying their Appointment, then the said Arbitrators and Referees shall, without Delay, go before the Justice by whom they were appointed, and in case of his Absence or Indisposition, before any other of His Majesty's Justices of the Peace acting in and for the County, Stewartry, Riding, Division, Barony, City, Burgh, Town, Liberty, or Place, and residing nearest to the Place where the Meeting to settle such Dispute shall have taken place, and shall state to such Justice or Justices who may be present the Points in Difference between them the said Arbitrators and Referees, which Points in Difference the said Justice or Justices shall and is and are hereby authorized

authorized and required to hear and determine upon the Statement of the Arbitrators and Referees; and the said Justice or Justices is and are hereby directed and required to settle and determine the Matter in dispute with all possible Dispatch, and in all Cases, within the Space of Two Days after the Expiration of the Time hereby allowed to the Arbitrators and Referees to make and sign their Award; and the Determination of such Justice or Justices shall be final and conclusive between the Parties so differing as aforesaid, without being subject to review or challenge by any Court whatsoever.

Proceeding where One Referee refuses to go before the Justice.

XI. And be it further enacted, That if either Arbitrator or Referee shall neglect or refuse to go before such Justice of the Peace in the Manner herein directed, it shall and may be lawful for such Justice, after summoning the Arbitrators to attend him, to determine the Matter or Matters in dispute, upon the Statement and Representation of either of the Arbitrators who shall come before him.

Manufacturer not to act as Justice.

XII. Provided always, and be it further enacted, That no Justice of the Peace, being also a Master Manufacturer or Agent, shall act as such Justice under this Act.

Disputes may be adjusted by any other Mode of Arbitration upon which the Parties may agree.

XIII. Provided always, and be it further enacted, That as well in all such Cases of Dispute as aforesaid as in all other Cases, if the Parties mutually agree that the Matter in dispute shall be arbitrated and determined in a different Mode to the One hereby prescribed, such Agreement shall be valid, and the Award and Determination thereon final and conclusive between the Parties, and the same Proceedings of Distress, Sale, and Imprisonment, as hereafter mentioned, shall be had towards enforcing such Award, (by Application to any Justice of the Peace of the County, Stewartry, Riding, Division, Barony, City, Town, Burgh, or Place within which the Parties shall reside,) as are by this Act prescribed for enforcing Awards made under and by virtue of its Provisions.

Partners, Agents, and Servants of Masters, to be considered Principals.

XIV. Provided always, and be it further enacted, That where any Work shall have been delivered to any Workman by the Agent or Servant of any Master or Masters, to be when finished delivered to such Agent or Servant; and also where Two or more Persons shall carry on the Business of such Manufacture as Partners, in every such Case respectively the like Proceedings shall and may be had and made against such Agent, Servant, or any Partner, and shall be as effectual as if the same had been had and made against the Principal, or all the Partners; and all the said Persons respectively shall obey the Award made thereupon, and all such Order or Orders as shall be made by the said Justice or Justices in or respecting the Matters in dispute, and shall be subject to the same Proceedings and Consequences for refusing or delaying to abide by or perform the same, as if the Proceedings had been had against the Principal, or against all the Partners.

Masters not resident on the Spot may depute another Person to act for them.

XV. And be it further enacted, That it shall be lawful in all Cases for any Master or Workman, by Writing under his Hand, to authorize any Person to act for him in submitting to Arbitration and attending Arbitrators or Justices touching the Matter of any Arbitration.

XVI. Pro-

Provision for the Case of the Master becoming Bankrupt after Proceedings commenced.

XVI. Provided also, and be it further enacted, That in all Cases where any Proceedings may be had against a Master or Masters under this Act, or where such Proceedings shall have been commenced, and the Master or Masters shall become or be Bankrupt, or any Assignment of his or their Estate or Effects shall have been made under the said Bankruptcy, or otherwise by Deed or in Law, the Factor or Trustee upon, or the Assignee or Assignees of such Estate or Effects shall be liable to the Proceedings authorized by this Act against the Master or Masters, as fully as the Master or Masters was or were before the Bankruptcy or Assignment; and such Proceedings may be commenced or carried on against such Factor, Trustee, Assignee, or Assignees, who shall fulfil and abide by the Award made thereupon, and all such Order or Orders as shall be made by the said Justice or Justices in or respecting the Matters in dispute, and shall be subject to the same Proceedings and Consequences for wilfully refusing or delaying to abide by or perform the same, as if the Proceedings had been had against the Master or Masters before his or their Bankruptcy, or the Assignment of his or their Estate or Effects; provided that all Sums of Money to be paid in pursuance of such Award or Orders shall be recoverable only out of the Estate or Effects of such Master or Masters, and not out of the proper Money of such Factor, Trustee, Assignee, or Assignees.

In whose Name Proceedings shall be, where the Complainant is a married Woman or Infant.

XVII. And be it further enacted, That where any married Woman, or Infant under the Age of Twenty-one Years, shall have cause of Complaint in any of the Cases provided for by this Act, against any Master or Masters, his or their Agent or Servant, or Factor or Trustee, or Assignee or Assignees as aforesaid, such Complaint may be lodged, and all further Proceedings thereupon had, by and in the Name of the Husband of such married Woman, and of the Father, or, if dead, of the Mother, or if on the Death of both Parents, of any of the Kindred of any such Infant, or of the Surety or Sureties in any Indenture of Apprenticeship of any such Infant, being an Apprentice, or of any Person nominated by such Infant, if he or she shall not have Parent, Kindred, or Surety; and all such Proceedings shall be as effectual, valid, and binding, as if such married Woman was sole, and such Infants were of full Age, and pursued by themselves the Remedies provided by this Act.

Tickets of Particulars shall be given out with the Work.

XVIII. And be it further enacted, That with every Piece of Work given out by the Manufacturer to a Workman to be done, there shall (if both Parties are agreed) be delivered a Note or Ticket, in such Form as the said Parties shall mutually agree upon; and which said Note or Ticket, in the event of Dispute between the Manufacturer and Workman, shall be Evidence of all Matters and Things mentioned therein or respecting the same.

Duplicates of such Tickets.

XIX. And be it further enacted, That a Duplicate of every such Note or Ticket shall be made and kept by the Master or Agent delivering the same, which Duplicate shall be Evidence of all the Matters and Things therein contained, in case the Workman shall not produce to the Arbitrators, or the said Justice, as the Case may be, the said Note or Ticket so delivered to him with the said Work.

XXII And

XX. And be it further enacted, That it shall not be allowable to any Manufacturer, who shall have received into his Possession any Article without Objection made within Twenty-four Hours by himself, or his Clerk or Foreman, afterwards to make any Complaint on account of Work so received.

Manufacturers receiving Articles without Objection not to complain afterwards.

XXI. Provided always, and be it further enacted, That if the Parties by and between whom the said Reference shall take place as aforesaid, shall think it expedient, or be desirous to extend the Time hereby limited for the making the Award or Umpirage, it shall and may be lawful for them to extend the same accordingly by Endorsement, according to the Form in the Schedule hereunto annexed, on the Back of the Order of the Justice of Peace, certifying the Appointment of the Referees, to be signed by both of them in the Presence of One or more credible Witness or Witnesses.

Extension of the Time limited for making the Award.

XXII. And be it further enacted, That the Award or Umpirage to be made upon any Reference demanded under this Act shall and may be drawn up and written at the Foot or upon the Back of the said Order, certifying the Appointment of the Referees, according to the Form in the Schedule hereunto annexed.

Form of the Award in Schedule annexed.

XXIII. And be it further enacted, That upon Fulfilment of the Award or Umpirage, the same shall be acknowledged by the Party in whose Behalf the same was made, by an Acknowledgment at the Foot of the said Award, in the Form of the Schedule hereunto annexed, which, with the Award, shall thereupon be delivered to the Party fulfilling the same.

On the Award being fulfilled, the Fulfilment shall be acknowledged.

XXIV. And be it further enacted, That if any Party shall refuse or delay to fulfil an Award under this Act, for the Space or Term of Two Days after the same shall have been reduced into Writing, it shall be lawful for any such Justice as aforesaid, on the Application of the Party aggrieved, and he is hereby required by Warrant under his Hand according to the Form of the Schedule hereunto annexed, or in some other Form to the like Effect, to cause the Sum and Sums of Money directed to be paid by any such Award to be levied by Distress and Sale of any Goods and Chattels of the Person or Persons liable to pay the same, together with all Costs and Charges attending such Distress and Sale, such Sale to take place within such Time, not exceeding Five Days, as the said Justice shall think proper; and the Overplus, if any, to arise by such Sale, to be rendered to the Owners of the Goods and Chattels distrained; and in case it shall appear by any Return to such Warrant that no sufficient Distress can be readily had, which Return may be in the Form contained in the Schedule hereunto annexed, or in some other Form to the like Effect, it shall be lawful for any such Justice as aforesaid, and he is hereby required by Warrant under his Hand according to the Form of the Schedule hereunto annexed, or in some other Form to the like Effect, to commit the Person or Persons so liable as aforesaid to the Common Gaol, or some House of Correction within his or their Jurisdiction, there to remain without Bail for any Time not exceeding Three Months.

The Performance of the Award may be enforced by Distress, and failing that the Party shall be imprisoned.

In certain Cases the Warrant of Distress shall be withheld, and the Defaulter committed to Prison.

XXV. And whereas Cases may occur where the Recovery of such Sum or Sums of Money by Distress and Sale of the Goods and Chattels of the Defaulter may appear to the Justice or Justices of the Peace by whom the Warrant is to be issued to be attended with Consequences ruinous or in an especial Manner injurious to the Defaulter and his Family; to prevent which Consequences, be it further enacted, That the said Justice or Justices, in all such Cases, shall withhold such Warrant, and commit the Defaulter to the Common Gaol or some House of Correction within his or their Jurisdiction, there to remain without Bail for any Time not exceeding Three Months; such Commitment to be in the Form or to the Effect of the Form in the Schedule to this Act annexed.

On Payment of the Sum awarded, with the Costs and Charges, the Party shall be discharged from Prison.

XXVI. And be it further enacted, That where any Person shall be committed to Prison for refusing or delaying to fulfil an Award as aforesaid, and such Person shall, at any Time during the Period of his or her Imprisonment, pay to the Governor or Keeper of the Prison the full Amount of the Sum awarded, with all reasonable Expences incurred through such Refusal or Delay, it shall be lawful for such Governor or Keeper of such Prison, and he is hereby required forthwith to discharge such Person from his Custody.

Warrant of Commitment to be in Form set forth in Schedule.

XXVII. And be it further enacted, That the Justice or Justices by whom any Person or Persons shall be committed to Prison for not appearing as a Witness, or not submitting to be examined, shall cause the Warrant or Order for such Commitment to be drawn up in the Form or to the Effect set forth in the Schedule to this Act.

No Appeal or Certiorari shall lie.

XXVIII. And be it further enacted, That no Appeal or Certiorari shall lie against any Proceedings under this Act.

Proceedings not invalid for want of Form.

XXIX. And be it further enacted, That no Proceedings under this Act shall be invalid for want of Form.

Fees to be taken for Proceedings under this Act.

XXX. And be it further enacted, That the following and no higher Fees shall be allowed to be taken for any Proceeding under this Act; (that is to say,)

To the Clerk of the Justice or Justices:

For each Summons - - -	Two-pence.
For every Oath or Affirmation - -	Three-pence.
For drawing and entering the Order -	Four-pence.
For every Warrant - - -	Sixpence.

To the Constable or other Peace Officer:

For Service of Summons or Order -	Four-pence.
For executing Warrant of Distress and Sale of Goods - -	One Shilling.
For Custody of Goods distrained, *per Diem*	Three-pence.
For every Mile he shall travel - -	Three-pence.
For every Caption - - -	Sixpence.

And

And a Table of Fees, signed by the Clerk to such Justice or Justices, shall be hung up in every Place where any General or Quarter Session, or Petty or other Sessions of the Peace shall be held.

Costs and Expences how to be settled.

XXXI. And be it further enacted, That all Costs, Time, and Expences attending the Application to Justices, to be made under this Act, and of the Arbitration pursuant thereon, shall be settled by the Arbitrators or Arbitrator by whom such Dispute shall be settled; and where the same shall be determined by any Justice of the Peace, pursuant to this Act, then the Costs, Time, and Expences aforesaid shall be settled by such Justice; and where the Arbitrators appointed as aforesaid cannot agree as to the Costs, Time, and Expences to be allowed, the same shall be settled by the Justice or Justices of the Peace by whom the said Arbitrators were named, and in case of his Absence or Indisposition, by any Justice of the Peace for the same County, Stewartry, Riding, Division, Barony, City, Burgh, Liberty, Town, or Place nearest to the Place at which the Arbitrators met to settle the Dispute: Provided always, that no Master Manufacturer, his Foreman, or Agent, shall in any Case be allowed for Costs, Time, or Expences, by the said Justice or Justices, unless it shall appear to him or them that the Proceedings of the Workmen were vexatious and oppressive.

Proceedings exempt from Stamp Duty.

XXXII. Provided always, and be it enacted, That every Agreement, Submission, Award, Ticket, Matter, or Thing, under and by virtue of this Act, or relating to any other Mode of Arbitration as aforesaid, shall and may be drawn up and written upon unstamped Paper.

Limitation of Time for suing those who act in Execution of this Act.

XXXIII. Provided also, and be it further enacted, That no Action shall be brought against any Arbitrator, Justice of the Peace, Constable, Headborough, or other Officer, or against any other Person or Persons whomsoever, for any Matter or Thing whatsoever done or committed under or by virtue or in the Execution of this Act, unless such Action shall be brought within Six Calendar Months next after the doing or committing of such Matter or Thing.

Persons sued for acting in Execution of this Act may plead the General Issue.

XXXIV. Provided also, That if any Action or Suit shall hereafter be commenced or prosecuted against any Person or Persons for any Thing done under, by virtue, or in the Execution of this Act, such Person or Persons may plead the General Issue, and give this Act and the special Matter in Evidence; and if the Plaintiff shall become Nonsuited or suffer Discontinuance, or forbear further Prosecution, or if Judgment shall be given for the Defendant or Defendants, such Defendant or Defendants shall recover his, her, or their full Costs, and for which he, she, or they shall have like Remedy as in Cases where Costs by Law are given to Defendants.

Not to extend to repeal any Act not hereby repealed.

XXXV. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to repeal, abridge, annul, or make void any of the Clauses, Provisions, Remedies, or Powers contained in any Law or Statute now in force, and not repealed by this Act.

SCHEDULE.

Form of the Award to be written at the Foot or upon the Back of the Order of the Justices of Peace certifying the Reference.

WE, *I. K.* and *L. M.* [*name and describe the Referees*] the Referees appointed to settle the Matters in dispute between the Parties within named [*or, I. K.* one of the Referees so appointed; *or, L. M.* the other Referee appointed having failed to attend; *or,* I *N. O.* the Justice, *as the Case may be*]; do hereby adjudge and determine that [*here set forth the Determination; to which the Referee or Referees, or Justice, as the Case may be, shall subscribe their Names.*]

Form of Endorsement, extending the Time limited for making the Award.

WE, *A. B.* and *C. D.*, Parties to the within Reference, do hereby agree to extend the same to the Day of inclusive. Witness our Hands this Day of

A. B.
C. D.

Witness,

Form of Acknowledgment of Fulfilment of the Award, to be written at the Foot or on the Back thereof.

I *A. B.* do hereby acknowledge that the above Award hath been fulfilled by *C. D.* who is hereby discharged of the same. Witness my Hand this Day of

Witness, *A. B.*

Form of the Oath to be administered by the Arbitrators or Justice to the Parties and Witnesses under this Act.

THE Evidence that you shall give before us, the Arbitrators appointed by *C. D.* and *C. D.* [*the Parties*] to determine the Matters in difference between them, under and by virtue of an Act passed in the Fifth Year of the Reign of King *George* the Fourth, intituled *An Act* [*state the Title of this Act*], shall be the Truth, the whole Truth, and nothing but the Truth.

So help you GOD.

Form of Commitment of a Person summoned as a Witness before the Arbitrators.

WHEREAS Proof on Oath hath been made before me, One of His Majesty's Justices of the Peace for the County [*or* Riding, Stewartry, Division, City, Burgh, Liberty, Town, *or* Place] of on this Day of that *A. B.* hath been duly summoned, and hath neglected to appear and give Evidence before *C. D.* and *E. F.* the Arbitrators appointed by and between *G. H.* and *I. K.* to determine the Matters in dispute between them at in the County [*or* Riding, Stewartry, Division, City, Burgh, Liberty, Town, *or* Place] of on the Day of under and by virtue of an Act made in the Fifth Year of the Reign of His present Majesty, intituled *An Act* [*here set forth the Title of this Act*], and the said *A. B.* being required by me, the said Justice, to give Evidence before the said Arbitrators, and still refusing so to do, therefore I, the said Justice, do hereby, in pursuance of the said Act, commit the said *A. B.* to the [*describing the Prison and the House of Correction*] there to remain without Bail or Mainprize for his [*or* her] Offence aforesaid, until he [*or* she] shall submit himself [*or* herself] to be examined, and give his [*or* her] Evidence before the said Arbitrators, touching the Matters referred to them as aforesaid, or shall otherwise be discharged by due Course of Law: And you the [*Constable or other Peace Officer or Officers to whom the Warrant is directed*] are hereby authorized and required to take into your Custody the Body of the said *A. B.* and him [*or* her] safely to convey to the said Prison [*or* House of Correction] and him [*or* her] there to deliver to the Gaoler [*or* Keeper] thereof, who is hereby authorized and required to receive into his Custody the Body of the said *A. B.* and him [*or* her] safely to detain and keep, pursuant to this Commitment. Given under my Hand, this Day of in the Year of our Lord

[*This Commitment to be directed to the proper Peace Officer, and the Gaoler* [or *Keeper*] *of the Prison* [or *House of Correction.*]

Form of Warrant of Distress.

To the Constable of

WHEREAS of under an Award made by on the Day of in the Year of our Lord pursuant to an Act passed in the Fifth Year of the Reign of His present Majesty, intituled *An Act* [*state the Title of this Act*], is liable to pay to of the Sum of and also the Sum of and the said having refused or neglected to pay the same for the Space of Two Days and upwards subsequent to the making such Award, these are therefore to command you to levy the

said Sum of by Distress and Sale of the Goods and Chattels of the said and I do hereby order and direct the Goods and Chattels so to be distrained to be sold and disposed of within Days, unless the said Sum of for which such Distress shall be made, together with the reasonable Charges of taking and keeping such Distress, shall be sooner paid; and you are also hereby commanded to certify to me what you shall do by virtue of this my Warrant. Given under my Hand and Seal, at the Day of

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Form of the Constable's Return to the Warrant of Distress.

I, Constable of do hereby certify to Justice of the Peace of that I have made diligent Search for, but do not know of, nor can find any Goods and Chattels of by Distress and Sale whereof I may levy the Sum of pursuant to his Warrant for that Purpose. Dated the Day of in the Year of our Lord Given under my Hand this Day of in the Year of our Lord

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Form of Commitment thereupon to the House of Correction.

[Here name the County.] To the Constable of and also to the Keeper of the House of Correction at

WHEREAS of under an Award made by on the Day of in the Year of our Lord pursuant to an Act passed in the Fifth Year of the Reign of His present Majesty, intituled *An Act* [*state the Title of this Act*], became liable to pay to the Sum of and also the Sum of for Costs, Time, and Expences, making together the Sum of and having refused or neglected to pay the same for the Space of Two Days and upwards subsequent to the making of such Award, my Warrant was, according to the Provisions of the said Act, duly made and issued for the levying the said Sum of by Distress and Sale of the Goods and Chattels of the said ; and whereas it appears by the Return of Constable of dated the Day of that he hath made diligent Search for, but doth not know of, nor can find any Goods and Chattels of the said by Distress and Sale whereof the said Sum of may be levied pursuant to my said Warrant: These are therefore to command you the said Constable of to apprehend the said and convey him to the said House of Correction at aforesaid,

aforesaid, and deliver him there to the Keeper of the said House of Correction; and these are also to command you the Keeper of the said House of Correction, to receive him the said into the said House of Correction, and there keep him without Bail or Mainprize for the Space of Months, unless the said Sum of so ordered to be paid as aforesaid, shall be sooner satisfied, with all reasonable Expences. Given under my Hand and Seal, at the Day of

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Form of Commitment where the Warrant of Distress is withheld.

Here name the County. } To the Constable of and also to the Keeper of the House of Correction at

WHEREAS of under an Award made by on the Day of in the Year of our Lord pursuant to an Act passed in the Fifth Year of the Reign of His present Majesty, intituled *An Act* [*state the Title of this Act*], became liable to pay to the Sum of and also the Sum of for Costs, Time, and Expences, making together the Sum of which he has refused or neglected to pay for the Space of Two Days and upwards subsequent to the making of such Award; and whereas it appears to me that the Recovery of such Sum and Warrant of Distress and Sale of the Goods and Chattels of the said will be attended with Consequences ruinous or in an especial Manner injurious to the Defaulter [and his Family, *if any*] and I have therefore determined to withhold such Warrant and to commit the said to Prison, pursuant to the said Act: These are therefore to command you, the said Constable of to apprehend the said and convey him to the said House of Correction at aforesaid, and deliver him there to the Keeper of the said House of Correction; and these are also to command you, the Keeper of the said House of Correction, to receive him the said into the said House of Correction, and there keep him without Bail or Mainprize for the Space of Months, unless the said Sum of so ordered to be paid as aforesaid shall be sooner satisfied, with all reasonable Expences. Given under my Hand and Seal, at the Day of

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