THE IRISH LINEN LAWS.

REPORT OF THE COMMITTEE appointed at a Public Meeting of the Linen trade on the 11th October last, to examine the provisions of the "Linen and Hempen Manufactures (Ireland) Bill," introduced into Parliament in June last, by the Rt. Hon. Sir M. H. Beach, Bart., Chief Secretary for Ireland, and to make observations thereon for the use of Her Majesty's Government.

LURGAN, *3rd January*, 1877.

SIR,—I have the honor to acknowledge the receipt of your letter of the 30th August last, enclosing the copy of a Bill introduced by you last session, for the purpose of making permanent the temporary legislation of previous years in reference to the Linen laws.

You state that objections were made to your Bill and you withdrew it, but that you propose to deal with the subject next session; and before doing so, are anxious to obtain the views of persons engaged in the Linen and Hempen Manufactures, or experienced in the administration of the laws relating to them; and you are kind enough to invite my suggestions, particularly on any portion of the law which I may consider to be no longer required under the existing circumstances of these manufactures, or unsuited to the present condition of the country.

In order to obtain the views of those engaged in the trade, I deemed it right to call a public meeting at the Town Hall of Lurgan for the 11th October, which was largely attended by all parties interested in the trade; and a committee of eight was then unanimously elected, consisting of Mr. T. H. Magee, a damask manufacturer; Mr. Robert Pedloe, manager of the firm of Messrs. Richardson, Sons, and Owden, also a damask manufacturer; Mr. Ross, Junior, a partner with his father in the cambric trade; Mr. William Douglas, a partner with his brothers in same trade; Messrs. James M'Clelland and Hugh English, of Waringstown, handloom weavers, representing the damask trade; and Messrs. Joseph Lavery and Alexander Conway, handloom weavers, representing the cambric trade.

The meeting did me the honor of appointing me as chairman of the committee, being unconnected with the trade, but as a magistrate, having had long experience of the dealings of the trade in courts of justice.

Our committee held eight meetings, and minutely examined all the clauses of your Bill of last session with great care.

The first thirty clauses of the Bill are taken from the Linen Act of 1835, 5 & 6 William IV., c. 27, and the remainder from Act of 1840, 3 & 4 Vic. c. 91—

> "An Act for the more effectual prevention of Frauds and Abuses committed by Weavers, Sewers, and other persons employed in the Linen, Hempen, Union, Cotton, Silk, and Woollen Manufactures in Ireland, and for the better payment of their wages."

The general feeling of the committee was that the first thirty clauses taken from the Act of 1835 were no longer necessary, although some were of opinion that clauses 3, 12, 13, and 29 should be retained. At our final meeting the manufacturers and weavers differed as to the remaining clauses; the manufacturers holding them, with some slight modifications, to be absolutely necessary for the well-being and protection of the trade. They also pressed for the re-introduction of clauses 18 and 23 of the Act of 1840, which were omitted in the expiring Law Continuance Act of 1875, and do not appear in your Bill. The weavers, on the other hand, opposed all special legislation, and were anxious to have the benefit of the Employers' and Workmen's Act of 1875, 38 & 39 Vic. ch. 90. At the final meeting, it happened that only three manufacturers were present, whilst the four weavers were all in attendance, which gave a majority against special legislation. I concurred in the view taken by the weavers; and before preparing a report, I asked the manufacturers to submit a report of their views, which should be published with mine.

They however requested me, as the committee was so completely divided, to report the various amendments they had suggested, and the opposition of the weavers to all special legislation, and to sum up with the reasons which had led me to concur with the weavers' view.

Clause 3, respecting the sale of flax, was considered as not of much practical use, but that it might be well to retain it; and if so, then clauses 12, 13, and 29, so far as relating to the sale of flax, should be retained.

With reference to these suggestions, I think it right to report that the linen merchants, at

the meeting at Banbridge, preferred to retain clause 3 only, and considered 12, 13, and 29 unnecessary.

As to clause 3, it provides that

> "All flax sold by sample or otherwise, or exposed for sale in open fair or market in Ireland, shall be of equal cleanness and quality throughout each parcel, upon pain that any person selling or exposing for sale such flax, or the owner thereof at the time of sale, shall forfeit and pay a sum not exceeding the amount of one shilling for every stone of flax so sold or exposed for sale, which shall not be of equal clearness and quality throughout each parcel."

This is obviously intended as a remedy for injuries by deceit; but it is open to the objection that it meets only one form of deceit, and that in a way to expose persons to a penalty who practice no deceit, but state that their flax is of unequal cleanliness or quality. This clause is stated to be founded upon Sec. 1, 5 & 6 William IV., ch. 27, passed in 1835, at a time when the Chairman's court had no jurisdiction in actions of deceit. The excepted actions even in 1836 being "slander, libel, *deceit*, and criminal conversation, etc.," Sec. 1, 6 & 7 William IV., ch. 75.

In 1851 the Chairman of the County was enabled to determine by Civil Bill, "All disputes and differences between party and party, for any sum, damages, or penalty, not exceeding £40 in all cases whatsoever (slander, libel, breach of promise of marriage, and crim. con. only excepted); so that since 1851 the want of any local jurisdiction in actions of deceit, which afforded some ground for enacting clause 3 in 1835, has had no existence.

In the same year, by Secs. 1 & 17, 14 & 15 Victoria, ch. 92, Justices at Petty Sessions were enabled to hear and determine certain disputes concerning any sums due for wages, or for hire of any horse, or for tuition, and make such order as they shall see fit for payment, provided the sum does not exceed £10, and even authorised to make awards as to disputes at sales in fairs and markets, when the value does not exceed £5.

In 1859, by the Manor Courts' Abolition Act, Sec. 5, 22 Victoria, ch. 14, after reciting the last provision, it was further recited that

> "It might be useful and beneficial to extend said powers, and to authorise any Justice or Justices at Petty Sessions, in like manner to hear and determine disputes concerning any sums of money which shall be due for small *debts* between party and party."

Under those circumstances, when Justices are authorised since 1852 to decide disputes at fairs and markets up to £5, there appears no reason why they should not be allowed to have jurisdiction in actions of deceit up to that amount, with appeal to the Chairman of Quarter Sessions. The third section of the Linen Act of 1835, was only a clumsy way of giving the Justice a limited jurisdiction in one particular case of deceit as to one trade, in the form of a semi-criminal proceeding with a penalty, instead of giving at once the complete civil remedy in all cases of deceit up to a fixed limit of damages.

I submit that it would be more in accordance with the recent policy of Parliament in substituting civil for criminal proceedings as far as possible in all matters between employer and employed, to apply the same principle to the petty dealings in the sale of flax at market, and to give the Justices jurisdiction to try actions of deceit up to £10, and then omit clause 3 as adequately provided by this arrangement, and by the Chairman's jurisdiction up to £40.

Before referring to the rest of the Bill, which in a more or less amended form the manufacturers wish to retain, it is right to refer to the exact mode of carrying on the business which gives rise to the questions proposed to be dealt with by those clauses in the Bill.

The trade of this neighbourhood is chiefly cambric, in which about 95 per cent. of the hand-loom weaving population is engaged, and the wages paid amount to about £10,000 weekly.

In this branch of the trade, the manufacturer gives out yarn to the weaver, who takes it home and weaves it into cloth in his own house on his own loom. The loom costs about fifty shillings. The weaver can complete his task in from two to four weeks, and returns his work to the manufacturer's office. The value of yarn entrusted to the weaver, would range from twenty-five shillings to £6, and the wages for weaving same, would range from twelve shillings to forty-five shillings for the web.

The other 5 per cent. of the trade is engaged in the manufacture of damask table linen. In this branch of the trade, the cost of the loom and mountings in the weaver's house, would range from £10 to £40, the value of yarn entrusted to the weaver would range from £5 to £25, and the time occupied in completing the work would range from four weeks to twenty-five weeks, and the wages for same work would range from £2 to £35.

It will be noted that although the damask trade is but 5 per cent. of the whole, yet the figures are much larger in each case, the risk is greater, and the grievances are more severely felt, as the weavers are of a more intelligent and wealthier class.

It is stated by a weaver in the preamble of a resolution submitted to the committee:—

> "When a damask weaver gets a job from a manufacturer, he (the weaver), has to provide the frame, machinery, and mounting of the loom, which costs from £15 to £40, according to the breadth of the loom, size of machinery, and number or quantity of mounting.
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> "If the weaver borrows any money from his employer, he must give bail for the same, the employer supplies the cards to work the pattern, for which, in most cases, a yearly rent is charged."

In some cases the looms and other implements

are entrusted by the employer like the cards, and, of course, the yarn is entrusted sometimes with, and sometimes without, security. The result of all is, that the weaver is a trustee for the employer to a greater or less extent, and with or without security.

The object of all the special legislation is to protect the employer when he has no security,

First, *against breaches of trust;*

Second, *against embezzlement.*

Again, property so entrusted to weavers has an exemption from distress for rent, and from seizure for the weaver's debts and liabilities. There is, however, a risk of complicated litigation, if a doubt should arise as to how far the property used in the manufacture belongs to the weaver or to the manufacturer.

Now, the whole of this special legislation might be obviated by a few generalizations and improvements in the law.

(1)—*Want of Petty Sessions Jurisdiction as to Sureties.*

Under the Employers' and Workmen's Act 1875, the Petty Sessions Court has power to enforce up to £10 payment by sureties, when the surety has been ordered by the court in lieu of damages.

It can, too, deal with a contract between a weaver and manufacturer up to that amount, but has no jurisdiction against a voluntary surety entered into before trial. As the policy of the Act of 1875 was to encourage sureties in substitution for damages and penalties, it is most unwise to limit it to a single case, and the court should have jurisdiction as to all sureties up to £10.

(2)—*Want of Petty Sessions Jurisdiction as to Trusts between Weaver and Manufacturer.*

So far back as 1860 (by Sec. 35 & 36, 23 & 24 Victoria, ch. 154), a very important equitable jurisdiction was entrusted to magistrates in Ireland, of granting precepts to prevent the removal, injury, or waste of property by tenants. There is no reason why this principle should not be generalized, and the Court of Petty Sessions be endowed with complete power to issue precepts, and protect any property entrusted by one person to another, when the value did not exceed £10, and within like limits to exercise all other equitable jurisdiction connected with the enforcement of such trusts.

In the case of breaches of trust which fall under the Consolidated Criminal Statistics as embezzlement (Sec. 80, 24 & 25 Victoria, ch. 98), it is provided that when any civil proceedings shall have been taken against any person to whom the provisions of this section may apply, no person who shall have taken such civil proceedings, shall commence any prosecution under this section without the sanction of the court, "or judge before whom such civil proceeding shall have been had, or shall be pending."

Under this section, when breaches of trust are large enough to bear the costs of Chancery proceedings to redress them, the parties are protected against criminal process, except in flagrant cases.

But the withholding equitable jurisdiction from local courts by practically making all equitable proceedings for small breaches of trust impossible, leaves these cases to be dealt with by criminal proceedings only—and this is precisely what the labouring classes complain of.

The true remedy is to give complete jurisdiction to the Petty Sessions Court in all matters whatsoever connected with trusts and equitable contracts up to £10; then the law of embezzlement can be made equal for all persons entrusted with property.

The anomalous way in which the question is dealt with at present is shown by the recent Act of 1875. The English County Court has had an equitable jurisdiction in all suits for the execution of trusts since 1865, and special powers in addition were given by the Employers' and Workmen's Act of 1875. By this Act, jurisdiction is given to the Summary Jurisdiction Court to try a dispute under the Act between employer and employed,

> "And in a proceeding relating to any such dispute the Court may order payment of any sum which it may find to be due as wages, or damages, or otherwise, and may exercise all or any of the *powers this Act conferred* on a County Court,"

then the entire jurisdiction is limited to £10. But within these limits the Petty Sessions Court has only the *additional* power conferred on the County Court, and not all the powers, and so is unable to enforce trusts.

Although the words of the Act are apparently the same for Ireland as for England, the effect is wholly different; for as the English County Courts had equitable jurisdiction before the passing of the Act of 1875, it can apply the whole of it to questions between the manufacturer and weaver; while, as the Government Bill introduced last Session for giving equitable jurisdiction the same as in England did not pass, the Irish County Court has not the necessary equitable jurisdiction to apply to questions between masters and workmen.

The whole of these anomalies would be obviated if the Petty Sessions Court were given complete jurisdiction up to £10, in all matters whatsoever in which the working classes are interested, or by which they are affected; and the Chairman's Court a similar jurisdiction up to £50.

(3) *Amendment of the law of Embezzlement so as to dispense with special legislation as to Embezzlement in the case of the Linen Manufacture.*

As it appears that the weaver is really a

trustee for the manufacturer as to matters entrusted to him, it is only necessary to define "trustee" in the Consolidated Criminal Statutes of 1861, to include, if it does not do so already, all persons entrusted with instruments or materials for any manufacture (Sec. 80, 24 & 25 Vic. ch. 96), and then to qualify the provision in Sec. 87 as to prosecutions for such offences being at assizes only, by adopting the principle of the Act of 1868 (31 & 32 Vic. ch. 16) which allows embezzlement by clerks or servants to be prosecuted before Justices under the Criminal Justice Act of 1855 (18 & 19 Vic. ch. 126). Let all embezzlements, when the value so far as ascertained does not exceed £10, be capable of being tried before Justices under the Criminal Justice Act of 1855, and between £10 and £100 at Quarter Sessions.

(4) *Advantage of giving Petty Sessions Courts universal jurisdiction up to* £10.

The property of the manufacturer entrusted to the weaver is, according to the theory of the law, protected against distress for rent and execution for the weaver's debts; but if a question should arise whether the implements of manufacture were truly the weaver's or manufacturer's, then, when the amount did not exceed £10, an interpleader suit as to this could be determined at once in Petty Sessions.

So again, the contracts of weavers and persons in that rank of life would be more valuable as securities if, when involved to the extent of £10, their simple affairs could be settled in the Petty Sessions Court, instead of, as is now the case, being subject to a single central Court of Bankruptcy, which amounts to a denial of justice.

If these simple reforms were carried, they would benefit a number of industries, and the wideness of their application would prevent there being anything invidious in their enforcement.

The policy of the Judicature Act adopted for England and proposed for Ireland is, to have one supreme court with universal jurisdiction of every kind.

To apply this principle to the local courts in which the working classes are interested, it is necessary that within the moderate limits suggested of £10 and £50 for the Chairman's Court, they too, if they are to effect for the poor what the superior courts do for the rich, should likewise have universal jurisdiction.

I annex, in an appendix, observations in detail on the clauses of the Bill, 30 to the end, showing the amendments proposed by the manufacturer.

In conclusion, what I would venture to submit is, that taking the Employers' and Workmen's Act of 1875 as a basis, the Petty Sessions Court should have complete jurisdiction up to £10, or to a higher amount where the parties agree, of every kind, legal as well as equitable, for the purpose of dealing with the questions arising on the manufacturers entrusting their property to weavers, with or without security, as is done in Ulster; that the law of Embezzlement by Trustees should be extended to include all persons entrusted with property for the purpose of manufacture; and where property ascertained to be embezzled was less than £10 in value, prosecution might be summary.

That the Summary Jurisdiction Act of 1851 should be amended, so as to extend the clauses as to accounting for stolen property to property entrusted for the purpose of manufacture.

The cambric manufacturers prefer to have the Act of 1840, with some small modifications made perpetual. They say that without strong and immediate powers of search, and also of imprisonment, their property would not be safe, distributed as it must necessarily be in small quantities amongst 20,000 weavers, more than the half of whom are women and children who would not be likely to find security. They think the weavers should be dealt with more in the relation of master and servant, than as trustees for manufacturers' yarn; they also wish to call intention to the impossibility of identifying yarn when once entrusted to a weaver, and to the well-known fact of the large amount of illegitimate trade now existing.

I feel bound to bear testimony to the kind, intelligent, and business-like manner in which the discussions of the committee were conducted—all parties giving their best abilities to the subject, and listening with attention to the observations of those who differed from them.

I have the honor to be, Sir,

Your obedient servant,

JOHN HANCOCK,

Chairman of Committee.

Sir M. H. Beach, Bart., M.P.,
Chief Secretary for Ireland.

APPENDIX.

Observations upon Clauses of the Linen and Hempen Manufacture Bill, 1876, 30 to 57.

Clause 30.—The manufacturers propose that this clause should be retained. The Banbridge manufacturers propose that it should be amended by increasiug the Petty Sessions jurisdiction as to penalties from £5 to £20.

In the proposed extension of the Petty Sessions jurisdiction to all civil cases up to £10, taking the limit fixed by the Employers' and Workmen's Act, 1875, the jurisdiction as to suing for all penalties up to £10 would be included and regulated, and so of higher penalties in the County and Superior Courts; and thus this clause would become unnecessary.

If, again, Clauses 4 to 29 be omitted, this clause 30 would only apply to the simple case of flax being made up not of equal cleanness and quality throughout each parcel; and this, as already noticed, would be better met by granting civil jurisdiction as to deceit, like the ordinary action for deceit.

Clause 31.—Here the objectionable principle of mixture of civil and criminal procedure occurs. In the form of a criminal procedure it is really a suit for the full value of the goods made away with by a breach of trust, with cost and penalties not exceeding £5.

The forfeiture and penalty, distinct from the sum for costs, are to be applied exactly as in a civil suit, to pay the expense of the prosecution. Were this a real criminal proceeding, the clause would be unnecessary, as such would be paid by the state. Here satisfaction is to be made to the party injured, and then the payment of the money is to be secured by *imprisonment for debt* in default of *immediate payment*. This legislation of 1840 and 1842 is now out of date.

The Petty Sessions Court, up to £10, and the County Court up to £50, should have civil jurisdiction to entertain the suit for breach of trust, and award full compensation and costs. If amount awarded was not paid, then the question of imprisonment should be determined under the Debtors Act; the local courts to have, within the same limits, full power to allow money to be paid by instalments, and only imprisoning in default of instalments being paid.

It is wholly inconsistent to abolish imprisonment for debt as a general rule, and then to re-enact it as to a particular trade, under the form of a semi-criminal procedure.

Clause 32, for the punishment of receivers of embezzled goods, is based on an Act of 1840, long before the Consolidated Criminal Statutes were passed. The offence appears completely met by Secs. 95 & 98, 24 & 25 Victoria, ch. 96.

The policy of simplifying the law by consolidated criminal statutes would be entirely defeated if each trade is to have such an elementary offence as receiving stolen or embezzled goods differently provided for in slightly different words.

Clause 33, so far as it does not make what is evidence of receiving stolen goods a distinct offence, must be intended to meet the case of a person paying full value for embezzled goods, not knowing them to be embezzled, and after he has lawfully acquired them, discovering that they originally had been stolen.

Under the Consolidated Criminal Statutes the owner from whom property has been stolen, is not enabled to enforce restitution in every case, but when the thief or embezzler is prosecuted to conviction by or on behalf of the owner, the property shall be restored to the owner or his representative.

This clause, making it a misdemeanour to hold property lawfully acquired after it has been known to be embezzled, is wholly inconsistent with the general law, which only allows the owner to get restitution when he prosecutes to conviction.

Clause 34 is based on the Statutes of 1840, Sec. 5, 3 & 4 Victoria, ch. 91; 1842, Sec. 2, 5 & 6 Victoria, ch. 98. What is proposed to be provided for in it, is largely met by the Summary Jurisdiction Act, 1851 (14 & 15 Victoria, ch. 92), Sec. 5, sub-Sec. 6, and close of section as to search warrants.

A public Bill like this should, as far as possible, adopt all the preceding consolidated Acts, and contain the new matter only.

Clause 35 is also based on the Acts of 1840 and 1842, wholly regardless of the carefully-framed provisions in the Summary Jurisdiction Act (1851), as to accounting for stolen property (Sec. 4). A few words of amendment of the Summary Jurisdiction Act would meet all that is wanted by this clause, and if carefully framed, would provide, not for the linen trade alone, but for all trades and manufactures where property is entrusted to workmen. The Summary Jurisdiction Act (1851) makes the test

of criminality of the holder the true one (stated in observations on Clause 33 above), whether property was originally acquired by the holder lawfully, and without knowledge of the embezzlement.

Clauses 36–37 strongly objected to by the weavers, as giving too much power to individual constables.

If, as suggested, the manufacturers' power of taking security in the first instance were increased by the amended civil jurisdiction proposed, also his civil remedies against the weaver for all breaches of trust, the manufacturer would be so much better protected on the principles of amended jurisdiction sanctioned by the Employers' and Workmen's Act (1875), that those exceptional provisions would appear to be no longer necessary.

Clause 38.—The Summary Jurisdiction Act (1851), gives ample power of adjournment; so this clause is unnecessary.

Clause 39.—This is a civil prosecution to recover the value of the goods, in the form of a criminal procedure with consequent penalties and informers, while in real civil procedure magistrates' jurisdiction is limited to £10, as under Employers' and Workmen's Act, 1875: in this quasi criminal procedure they have jurisdiction up to £20.

Then, while the Petty Sessions Court is denied all jurisdiction as to debtors in general, for the non-payment of this particular debt they are enabled to imprison to the amount of £20, after imprisonment for debt has been abolished, and have no power to mitigate the severity of the punishment by giving a chance for payment by instalments, which they could do if they had regular bankruptcy jurisdiction up to £20.

Clause 40.—This again is taken from the old Acts of 1840 and 1842, without any regard to the careful provisions on this subject in the Summary Jurisdiction Act, 1851, Sec. 5, 14 & 15 Vic. ch. 92, which a few words would make applicable to the case.

The proviso contains a general principle which might be advantageously introduced in the Summary Jurisdiction Act—that in all cases of unwrought goods stolen they should be sent to be worked up in gaols, and not sold.

Clause 41 arises entirely from want of adequate civil jurisdiction. Manufacturers ought to be free to contract with weavers for the right to enter shops and out-houses to inspect materials, at such hours as specified in the contract, and to require an account of materials; on refusal of such entry within hours contracted for, a magistrate would be empowered, by his proposed new jurisdiction as inherent to enforcing the contract, to give absolute and immediate order for entry by constable: the manufacturer could then, if he thought he had a case, charge the weaver with embezzlement.

If manufacturer be put to expense and trouble by unreasonable refusal of weaver, the Justice would, as inherent to his complete civil jurisdiction, have power to give compensation for this.

Clause 42 also arises from the want of civil jurisdiction. If security could be cheaply and easily enforced, manufacturers in all doubtful cases would insist upon security, or would stipulate in their contracts for the right to demand security at any time. If when so stipulated for and refused justice, under general civil jurisdiction, would have power to order immediate restitution of the property entrusted, and on proof of portion not being forthcoming, could give an immediate decree against the weaver for the amount, with immediate execution, and bankruptcy proceedings against the weaver in Petty Sessions Court, if unable to pay. If, in the course of these proceedings any fraudulent bankruptcy turned up, the weaver would be liable, on proof, to imprisonment.

If goods had been entirely or to a large extent made away with, he would, if not sued civilly, be liable for embezzlement. As clause 42 is really in the nature of a civil remedy, in the first instance, to protect the manufacturer for having trusted his goods without security, the objection of the weaver to the constable acting without the justice seems well-founded.

Clause 43.—This is only giving, up to £10, the power to Justices to try a case of malicious prosecution in one special case: why not in every case, whether linen trade or not? The proposed universal jurisdiction up to £10 would render this clause unnecessary.

Clauses 44 & 45.—If manufacturers and weavers were left to adequate civil remedies, these clauses would be useless. The parties would, for their own sakes, take care to have proper contracts and proper evidence, or if they did not they would suffer the consequences in finding the contracts difficult to enforce.

Clause 46 provides for a civil inquiry which could be dealt with by Justices with complete jurisdiction.

Clause 47 unnecessary, as Justices would have, as incident to their general jurisdiction, power to issue orders for immediate delivery to the owner of the property entrusted for manufacture.

Clause 48, in reference to the protection of manufacturer's property from seizure for weaver's debts, is a proper one, and ought to be retained; but the latter part, confiscating the manufacturer's property if not removed within three days, seems harsh and unjust. Here again a universal jurisdiction at the Petty Sessions Court, involving interpleader suits, would meet the difficulty.

Clause 49.—This extends the Justices' power as to wages in the Employers' and Workmen's Act (1875), beyond the £10 to an apparently unlimited amount. The best way to do this, would be to allow manufacturers and workmen, by their contracts, to give Petty Sessions

Court unlimited jurisdiction, or to any limit above £10. The provision as to returning work is unnecessary, as under the Employers' and Workmen's Act (1875), the Petty Sessions Court has this power up to £10. It might likewise be given the higher limit, or unlimitedly, when so contracted for.

Clause 50.—This is another clause giving Petty Sessions Court jurisdiction in malicious prosecution. If in this case, why not in every case, and if the limit of this jurisdiction is £20, why should not Petty Sessions Court have general jurisdiction up to £20 ?

Clause 51.—Scale of imprisonment if required in any case, ought to be the same as in Sec. 22, 14 & 15 Victoria, ch. 93 (1851), the Act consolidating the duties of magistrates in Petty Sessions.

Clause 52, 53 and 54, are unnecessary, as already better provided for in the Act just quoted.

Clause 55.—Application of penalties should be the same as the Penalties Act of 1851, and not at the discretion of the particular court, to any one or more public charities within the county town or place wherein such conviction shall take place.

Clause 56.—The appeal powers under the Petty Sessions Act of 1851 are much better, and more clear and satisfactory than in this clause.

Clause 18 *of the Act of* 1840.—This clause, which is omitted from your Bill, the manufacturers wish restored with a modification, that is to say—instead of a forfeiture of forty shillings and costs (to be applied—first, for expenses of prosecution, then, satisfaction to party injured, and balance as any other penalty under Act, *i.e.* to any charity the magistrate may wish), the manufacturers propose the following modifications :—

> "Said court shall award to the complainant, as compensation for loss and damage, any sum not exceeding ——— pounds, together with costs, and shall require the defendant to give security that the work to be performed shall be finished and returned, together with any tools or apparatus received for manufacturing the same, within a reasonable time, to be allowed by the court, and in default of the defendant giving such security, then the said court, or the Justice who shall have presided thereat, may, on the application of the complainant, and is hereby required, to issue their or his warrant authorizing a constable, with his assistants, to enter the house and premises of the defendant, and take possession of all such property, so intrusted, as shall be found therein (if a warp in the beam, with beam and mountings), and bring the same before the said court or Justice, who shall direct the same to be delivered to the manufacturer, agent, or person duly authorized to receive same ; but if all the said yarns, cloths, or other materials, or tools and apparatus, be not found therein, then said defendant shall be deemed to have embezzled what cannot be found or produced, and shall be adjudged guilty of a misdemeanour, and shall be liable to the same penalty or imprisonment as provided in clause 39."