

Act No. 60, 1902.

An Act to consolidate the enactments relating to the Sydney Female School of Industry. SYDNEY FEMALE
SCHOOL OF
INDUSTRY.
[4th September, 1902.]

BE it enacted by the King's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and Legislative Assembly of New South Wales in Parliament assembled, and by the authority of the same, as follows :—

1. This Act may be cited as the "Sydney Female School of Industry Act, 1902." Short title.

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- Repeal.** 2. (1) The Acts mentioned in the First Schedule hereto are to the extent therein expressed hereby repealed.
- Saving.** (2) All notices duly made and published, and all instruments of apprenticeship or assignment duly made or executed under the Acts hereby repealed, shall have the same force and effect as if made, published, and executed under this Act, and this Act shall apply to them accordingly.
- Interpretation.** 3. In this Act, unless the subject-matter or context otherwise indicates or requires,—
 “Justice” means justice of the peace.
 “Matron” means matron for the time being of the society aforesaid.
 “Secretary” means secretary for the time being of the society existing in the city of Sydney, called the Sydney Female School of Industry.
 “The society” means the society which has for many years existed in the city of Sydney and is called the “Sydney Female School of Industry,” and which has for its object the moral and religious improvement of female poor children.
- 10 Geo. IV, No. 4, ss. 1, 2.
- Secretary of society may sue or defend suits on behalf of society as nominal plaintiff or defendant.**
Ibid. 4. The society shall sue and be sued by and in the name of the secretary, and all civil or criminal proceedings, whether at law or in equity, by or on behalf of or against the society shall be commenced and prosecuted in the name of or against the secretary as nominal plaintiff or defendant, and such proceedings may be carried on to their final termination without any change of name of the said secretary as a party in the proceedings, notwithstanding any vacancy or change in the said office of secretary:
 Provided always that every such secretary in whose name any such action, suit, or other proceedings shall be commenced, prosecuted, carried on, or defended, shall in all cases be reimbursed and paid out of the funds of the said society.
- Reimbursement of secretary.**
- Secretary may take apprentices.**
 14 Vic. No. 29, s. 1. 5. The secretary may accept and take any female child who is not under the age of five years nor above the age of ten years as an apprentice, whether such child is an inmate of the said Sydney Female School of Industry or not, to learn and be instructed in such matters and things as shall be specified in or agreed upon by the instrument of apprenticeship by which such child shall be bound for any period of time not exceeding seven years.
- Mode of binding.**
Ibid. s. 2. 6. (1) Any such child shall be bound as an apprentice to the secretary by an instrument in writing executed by the secretary, and by the child to be bound thereby.
 (2) If such child at the time of the execution of such instrument has a father of competent understanding who then has a known and usual place of abode in the city of Sydney or within forty miles therefrom, and who is not then suffering imprisonment or other punishment under or performing any sentence in pursuance of a conviction

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conviction for any crime, and who is not then an inmate receiving eleemosynary or gratuitous support or relief in any public or charitable institution, such instrument shall be executed also by the father of such child.

(3) If such child has not then a father qualified as in the preceding subsection, but has then a mother so qualified, such instrument shall be executed also by the mother of such child, whether such mother is a married woman or not.

(4) If such child has not then either a father or a mother so qualified, such instrument shall be valid, binding, and effectual to all intents and purposes whatsoever if executed by the secretary and by the child to be bound thereby.

7. Whenever any such instrument of apprenticeship shall be executed as aforesaid, the child who is thereby bound shall be to all intents and purposes the apprentice of the secretary so long as such instrument remains in force, and for the purpose of giving full effect to such instrument, and of creating the relation of mistress and apprentice between the secretary and the child to be bound thereby, the matters and things which such child shall be thereby expressed to be bound to be taught and instructed in shall be deemed to be a trade exercised and carried on by the secretary.

Child to become apprentice.
14 Vic. No. 29, s. 3.
Matter taught to be deemed a trade.
Ibid.

8. The secretary may, by an instrument of assignment, assign to any person any child bound by any such instrument of apprenticeship as aforesaid for the residue or any portion of the residue of the term for which any such child has been by such instrument of apprenticeship bound, provided such person to whom such child is so assigned shall so long live to be taught and instructed in any such art, trade, calling, business or occupation, or matters or things, whether of a scientific, literary, domestic, household, manual, menial, or other nature, and upon such terms in all respects as shall be expressed in the instrument of assignment.

Power to assign apprentices.
Ibid. s. 4.

Upon any such instrument of assignment being executed by the secretary and the person to whom such child shall thereby be assigned, such child shall, so long as such instrument of assignment remains in force, and no longer, cease to be the apprentice of the secretary, and shall be to all intents and purposes the apprentice of the person to whom such child is assigned by such instrument of assignment, and for the purpose of creating the relation of master and apprentice between such person and such child, the matters and things which such child is by such assignment bound to be taught and instructed in, shall be deemed to be a trade exercised and carried on by such person.

9. Every such instrument of assignment shall be valid, binding, and effectual to all intents and purposes whatsoever if executed by the secretary and the person to whom such child is thereby assigned, although the same is not executed by such child or any other person, and whether such child or any other person is a party thereto or not.

Parties necessary to assignment.
Ibid. s. 5.

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Powers of secretary
to vest in his
successor.
14 Vic. No. 29, s. 8.

10. When any person who has been secretary of the said society ceases to be secretary all rights, powers, duties, and liabilities vested in or imposed upon him shall devolve upon the person who shall next become secretary, and such successor shall possess all rights, exercise all powers, perform all duties, and be subject to all liabilities as if he had been secretary during the time when his predecessors held that office, and shall in respect of any apprentice and in respect of every instrument of apprenticeship or of assignment have and be subject to the same rights, including rights of action, that he would have had and been subject to if he had been a party to any such instrument.

When no secretary
powers to vest in
matron.
Ibid. s. 9.

11. Whenever there is an interval between the time when any person who has been secretary ceases to be secretary and the time when some other person becomes the secretary, all powers, authorities, rights, liabilities and duties usually vested in the secretary shall, during such interval, belong to, vest in, and devolve upon the matron, who shall have power to act in relation thereto.

Matron may correct
apprentices.
Ibid. s. 10.

12. The matron shall have the same power as the secretary to exercise authority over and to govern, restrain, coerce, and correct any child bound by any instrument of apprenticeship to the secretary.

Appointments of
secretary and matron
to be notified in
Gazette.
Ibid. s. 11.

13. Whenever any person shall become secretary, and whenever any person shall become matron, notice of the name of such person shall, as soon as may be conveniently thereafter be inserted in the Gazette, and the secretary shall cause such notices to be inserted, and such notices may be in the form given in the Second Schedule to this Act, and the notice of the appointment of such secretary or matron which shall last appear in such Gazette shall be evidence that the person therein named is the secretary or matron, as the case may be.

Not necessary for
instrument to be by
deed or for special
attestation of marks-
men.
Ibid. s. 12.

14. Every instrument of apprenticeship and every instrument of assignment shall be valid, binding, and effectual if it is in writing and signed by the parties by whom it is hereby provided that it shall be executed, and it shall not be necessary that any such instrument of apprenticeship or any such instrument of assignment shall be by indenture or other deed, and if the same respectively shall purport to be by indenture or other deed it shall not be necessary that it shall be indented or sealed or delivered by any party thereto, and every such instrument of apprenticeship and every such instrument of assignment shall be valid, binding, and effectual to all intents and purposes whatsoever as against every party thereto who shall sign the same, notwithstanding such party shall be illiterate or blind or from any other cause unable to read the same, although such instrument of apprenticeship or of assignment may not be read over or explained to him, unless it is proved that some fraud or imposition was practised to induce him to sign the same.

Form of instrument
of apprenticeship.
Ibid. s. 13.

15. Every instrument of apprenticeship may, in case the father or mother of the child to be bound thereby is a party to such instrument,
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be in the form given in the Third Schedule, and in case neither father nor mother is a party to such instrument in the form given in the Fourth Schedule, and every such instrument of apprenticeship which is in such form or to a like effect shall be binding and effectual to all intents and purposes whatsoever :

Provided that nothing herein contained shall render it obligatory to use or follow the form hereby provided, but any instrument of apprenticeship, although the same is not in the said form or to the effect of the said form, shall be as binding and effectual to all intents and purposes as if no such form had been hereby provided. Other forms to be valid. 14 Vic. No. 29, s. 13.

16. Every instrument of assignment may be made by endorsement on the instrument of apprenticeship by which the child to be assigned was bound, or on a copy of such instrument, and may be in the form given in the Fifth Schedule to this Act, and every such instrument of assignment which is in such form or to the like effect, shall be binding and effectual to all intents and purposes whatsoever : Form of instrument of assignment. Ibid. s. 14.

Provided that nothing herein contained shall render it obligatory to observe the mode or use or follow the form hereby provided to effect such assignment, but any instrument of assignment, although the same is not by endorsement, nor in the said form, nor to the effect of the said form, shall be as binding and effectual as if no such form had been hereby provided. Any other legal form to be valid. Ibid. s. 14.

17. All recitals and statements in any instrument of apprenticeship or in any instrument of assignment shall, as between all persons who execute the same and their respective privies in law and fact, be conclusive evidence, and as to all other persons shall be evidence of the facts therein recited or stated in all proceedings ; and every secretary shall, within the meaning of this clause, be deemed to be a privy in law of every person who has previously been secretary, and who has executed any instrument of apprenticeship or any instrument of assignment as aforesaid. Recitals in such instruments to be evidence. Ibid. s. 15.

18. In all cases where any instrument of apprenticeship is executed by the secretary, and the child to be bound thereby, and neither the father nor the mother of such child is in such instrument expressed to be a party thereto, the fact of no father or mother of such child being therein expressed to be a party thereto shall be evidence in all proceedings that such child at the time of the execution of such instrument of apprenticeship had neither a father nor a mother whose execution thereof was necessary within the provisions of this Act. If neither father nor mother a party to instrument of apprenticeship the same to be evidence that the child apprenticed had no father or mother whose execution thereof was necessary under this Act. Ibid. s. 16.

19. (1) Whenever any complaint is made to any justice,—
(a) by the secretary against any child bound by any instrument of apprenticeship for or in respect of any alleged misconduct or breach of duty of or by any such child as such apprentice, or in relation to the duties of any such child as such apprentice, Complaints to justices may be made by secretary against child. Ibid. s. 17.

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By child or person
on its behalf against
secretary.
14 Vic. 29, s. 17.

apprentice, or in relation to any covenant, agreement, matter or thing in any such instrument of apprenticeship contained, or otherwise in relation to the secretary; or

(b) by any child bound as an apprentice by any instrument of apprenticeship, or any person on behalf of any such child, against the secretary for or in respect of any alleged misconduct or breach of duty of or by such secretary, whether as the mistress of such child or in relation to the duties of such secretary as such mistress, or in relation to any covenant, agreement, matter or thing in any such instrument of apprenticeship contained or otherwise in relation to such child; or

By person to whom
child is assigned
against apprentice.
Ibid. s. 19.

(c) by any person to whom any such child is assigned by any instrument of assignment, against any child assigned as an apprentice thereby for or in respect of any alleged misconduct or breach of duty of or by any such child as such apprentice, or in relation to the duties of any such child as such apprentice, or in relation to any covenant, agreement, matter or thing in any such instrument of assignment contained, or otherwise in relation to the person to whom such child shall be thereby assigned; or

By secretary or by
or on behalf of
assigned apprentice
against person to
whom assigned.
Ibid. s. 20.

(d) by the secretary, or by any child assigned by any such instrument, or any person on behalf of any such child, against any person to whom any such child is thereby assigned for or in respect of any alleged illtreatment, misconduct, or breach of duty of or by any such person to whom any such child is thereby assigned as the master of such child, or in relation to the duties of such person to whom any such child is thereby assigned as such master, or in relation to any covenant, agreement, matter or thing in such instrument of assignment contained, or otherwise in relation to such child:—

Justice empowered
to cancel instrument.
Ibid. ss. 17, 19, 20.

The justice to whom such complaint is made, or any other justice before whom such complaint shall be heard, may hear and determine such complaint in a summary way, and if, upon the hearing of any such complaint, it appears to the justice that the instrument of apprenticeship by which such child has been bound or the instrument of assignment by which such child was assigned ought to be cancelled, such justice may make an order that the same shall be cancelled, and upon any such order being made such instrument of apprenticeship or of assignment shall cease to be in force, and be thenceforth null and void.

And to punish
assignee.
Ibid. s. 20.

(2) Where the person complained against is the person to whom any child has been assigned, and it appears to the justice hearing the complaint that the person thereby complained against has been guilty of or has committed any such illtreatment, misconduct, or breach of duty as aforesaid, and such justice shall convict such person thereof, such justice thereupon may punish the person so convicted by inflicting a penalty not exceeding ten pounds.

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20. No order made by any justice under the preceding section for the cancellation of any instrument of apprenticeship or assignment shall have the effect of taking away, destroying, defeating or prejudicing any liability to prosecution, or any right of action or other remedy or proceeding, whether civil or criminal, for or in respect of any offence, act, or any covenant of any such instrument, or any child bound as apprentice or assigned, or the secretary, or the person to whom any such child has been assigned thereby which has arisen previously to the time when such order is made.

Orders for cancellation not to affect pre-existing rights.
14 Vic. No. 29, ss. 18, 21.

21. Whenever any instrument of assignment is cancelled under the nineteenth section, and whenever any such instrument expires either by effluxion of time, or by the death of the person to whom any such child has been thereby assigned, the child thereby assigned shall thereupon immediately again become the apprentice of the secretary under the instrument of apprenticeship by which such child has been originally bound to the secretary, and such instrument of apprenticeship shall thereupon immediately become and shall thenceforth remain in force for all purposes for the residue then to come of the term for which such child has been thereby bound.

Upon cancellation of assignment, or expiry thereof, instrument of apprenticeship to revive.
Ibid. s. 23.

22. Whosoever entices or takes away any or employs or harbours any child bound as an apprentice by any instrument of apprenticeship as aforesaid or assigned by any instrument of assignment as aforesaid, shall be liable to a penalty not exceeding ten pounds.

Penalty for enticing away or harbouring apprentices.
Ibid. s. 24.

23. All proceedings under this Act shall be commenced within three months next after the offence has been committed.

Proceedings under this Act to be taken within three months.
Ibid. s. 25.

SCHEDULES.

FIRST SCHEDULE.

Reference to Act.	Title or short title.	Extent of repeal.
10 Geo. IV No. 4	An Act to enable the members of a certain society, denominated the Sydney Female School of Industry, to sue and be sued in the name of the secretary for the time being thereof, and also to enable the said society to receive apprentices.	The unrepealed portion.
14 Vic. No. 29 ...	An Act to make effectual provision for the apprenticing of female children admitted and to be admitted into the Sydney Female School of Industry to the secretary for the time being of the said society, and to authorise such secretary to apprentice such children to other persons.	The whole.

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Section 13.

SECOND SCHEDULE.

(Form of notice of appointment of secretary or matron.)

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 A.B. (*Christian and surname of secretary or matron, as the case may be*) is now
 the (*secretary or matron*) of the abovenamed society.

Dated this

A.B. (*name of secretary*),
 Secretary of the said society.

Section 15.

THIRD SCHEDULE.

(Form of instrument of apprenticeship when parent a party.)

"This indenture made the" (*here insert the date*) "between A. B." (*here and wherever the letters A. B. occur herein insert the name of the father or mother [as the case may be] of the child to be bound thereby*) "of" (*here insert the place of abode and occupation or supposed place of abode or occupation of such father or mother*) [*as the case may be*] "and C. D." (*here and wherever the letters C. D. occur herein insert the name of the child to be bound thereby*) "the daughter of the said A. B. which said C. D. is now an infant above the age of" (*here insert the supposed age of the said child at the last anniversary of her birth*) "years and who is under the age of" (*here insert the supposed age which such child will be at the next anniversary of her birth*) "years of the first part and E. F." (*here insert the name of the secretary of the said society*) "the secretary for the time being of the Sydney Female School of Industry of the second part witnesseth that in consideration of the said secretary taking and receiving the said C. D. as such apprentice as hereinafter mentioned" (*here state or refer to any other consideration which may be given or may be agreed to be given by the secretary*) "and of the covenants herein contained on the part of the said secretary The said A. B. and the said C. D. do and each of them doth put place and bind the said C. D. apprentice to the secretary to be taught and instructed according to the rules and regulations for the time being of the said society in the matters and things hereinafter specified (that is to say)" (*household work plain needlework knitting spinning reading writing and the first four rules of arithmetic*) [*or such other matters and things as shall be specified in or agreed upon by such instrument*] "and to serve the said secretary as such apprentice from the day of the date hereof for the full term of" (*here insert the number of years for which such child shall be thereby bound*) "years thence next ensuing And the said A. B. for" (*himself or herself*) [*as the case may be*] "and for" (*his or her*) [*as the case may be*] "heirs executors and administrators doth covenant with the said secretary in manner following (that is to say) That the said C. D. at all times during the continuance of the aforesaid term for which the said C. D. is hereby bound as aforesaid and whilst this indenture shall remain or be in force shall in all respects serve and behave and demean herself towards the secretary of the said society as such apprentice as aforesaid and as an apprentice ought and that in case the said C. D. shall not so serve demean and behave herself the said A. B. (*his or her*) [*as the case may be*] "heirs executors or administrators shall and will for every default which shall be made therein by the said C. D. upon demand pay to the secretary of the said society the sum of" (*here insert such sum of money as shall be agreed upon*) "of lawful British money" (*here insert any other covenants or agreements which may be agreed to be entered into by the father or mother [as the case may be] of the child to be bound thereby*) "And this indenture also witnesseth that in consideration of the premises" (*here state or refer to any other consideration which may be given or may be agreed to be given by the father or mother [as the case may be] of the child to be bound thereby*) "the said secretary doth accept and take the said C. D. as such apprentice as aforesaid for the term aforesaid and doth covenant and agree with the said A. B. and (*his or her*) [*as the case may be*] "heirs
executors

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executors and administrators and with the said C. D. that the secretary of the said society shall and will teach and instruct the said C. D. or cause the said C. D. to be taught and instructed during the said term and whilst this indenture shall remain or be in force according to the rules and regulations for the time being of the said society in the matters and things hereinbefore specified or agreed upon and also shall and will during the said term and whilst this indenture shall remain or be in force lodge feed clothe and maintain the said C. D. or cause the said C. D. to be lodged fed clothed and maintained in the schoolhouse of the said society and according to the rules and regulations for the time being of the said society (*here insert any other covenants or agreements which may be agreed to be entered into by the secretary of the said society and any other provisions or conditions which may be agreed upon between the parties to the said instrument of apprenticeship*) "In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written."

FOURTH SCHEDULE.

Section 15.

(Form of instrument of apprenticeship when parent not a party.)

"This indenture made the (*here insert the date*) "between C. D." (*here and wherever the letters C. D. occur herein insert the name of the child to be bound thereby*) "who is now an infant above the age of" (*here insert the supposed age of the said child at the last anniversary of her birth*) "years and who is under the age of" (*here insert the supposed age which such child will be at the next anniversary of her birth*) "years of the first part and E. F." (*here insert the name of the secretary of the said society*) "the secretary for the time being of the Sydney Female School of Industry of the second part witnesseth that in consideration of the said secretary taking and receiving the said C. D. as such apprentice as hereinafter mentioned" (*here state or refer to any other consideration which may be given or may be agreed to be given by the secretary*) "and of the covenants herein contained on the part of the said secretary The said C. D. doth put place and bind herself apprentice to the secretary to be taught and instructed according to the rules and regulations for the time being of the said society in the matters and things hereinafter specified (that is to say)" (*household work plain needlework knitting spinning reading writing and the first four rules of arithmetic*) [*or such other matters and things as shall be specified in or agreed upon by such instrument*] "and to serve the secretary as such apprentice from the day of the date hereof for the full term of" (*here insert the number of years for which such child shall be thereby bound*) "years thence next ensuing And this indenture also witnesseth that in consideration of the premises" (*here state or refer to any other consideration which may be given by or on behalf of the child to be bound thereby*) "the said secretary doth accept and take the said C. D. as such apprentice as aforesaid for the term aforesaid and doth covenant and agree with the said C. D. that the secretary shall and will teach and instruct the said C. D. or cause the said C. D. to be taught and instructed during the said term and whilst this indenture shall remain or be in force according to the rules and regulations for the time being of the said society in the matters and things hereinbefore specified or agreed upon and also shall and will during the said term and whilst this indenture shall remain or be in force lodge feed clothe and maintain the said C. D. or cause the said C. D. to be lodged fed clothed and maintained in the schoolhouse of the said society and according to the rules and regulations of the said society for the time being" (*here insert any other covenants or agreements agreed to be entered into by the secretary and any other provisions or conditions which may be agreed upon between the parties to the said instrument of apprenticeship*) In witness whereof the said parties to these presents have herunto set their hands and seals the day and year first above written."

FIFTH

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Section 16.

FIFTH SCHEDULE.

(Form of instrument of assignment.)

"This indenture made the" *(here insert the date)* "between E. F." *(here insert the name of the secretary of the said society)* "the secretary for the time being of the within-mentioned Sydney Female School of Industry of the first part G. H." *(here and wherever the letters G. H. occur herein insert the name of the person to whom the child to be thereby assigned is to be assigned)* "of" *(here insert the place of abode and occupation of the person to whom the child to be thereby assigned is to be assigned)* "of the second part and the within-named C. D." *(here and wherever the letters C. D. occur herein insert the name of the child to be assigned thereby)* "of the third part witnesseth that in consideration of the said G. H. taking and receiving the said C. D. as such apprentice as hereinafter mentioned" *(here state any other consideration which may be given or may be agreed to be given to the person or persons to whom such child is to be assigned)* "and of the covenants herein contained on the part of the said G. H. The said secretary doth assign and put place and bind the said C. D. apprentice to the said G. H. to be taught and instructed in" *(here state the art trade calling business or occupation or matters or things which the said child shall be thereby assigned to be taught and instructed in)* "and to serve the said G. H. as such apprentice from the day of the date hereof" *(for all the residue now to come of the within-mentioned term of years or for such shorter period as may be agreed upon and expressed in such instrument of assignment)* *[as the case may be]* "if the said G. H. shall so long live And this indenture also witnesseth that in consideration of the premises" *(here state any consideration which may be given or which may be agreed to be given to the person or persons to whom such child is to be assigned)* "the said G. H. doth accept and take the said C. D. as such apprentice as aforesaid during the term for which the said C. D. is hereby assigned as aforesaid and the said G. H. for" *(himself or herself or themselves [as the case may be]* "and for" *(his or her or their and each of their)* *[as the case may be]* "heirs executors and administrators" *(doth or do and each of them doth)* *[as the case may be]* "covenant with the said secretary and with the said C. D. in manner following that is to say that the said G. H. shall and will during the said term for which the said C. D. is hereby assigned as aforesaid teach and instruct the said C. D. or cause the said C. D. to be taught and instructed in the" *(art trade calling business or occupation or matters or things)* *[as the case may be]* "hereinbefore specified or agreed upon and also shall and will during the said term for which the said C. D. is hereby assigned as aforesaid and whilst this indenture shall remain or be in force well and sufficiently lodge feed" *(and if agreed upon clothe)* "and maintain the said C. D. or cause the said C. D. to be well and sufficiently lodged fed" *(and if agreed upon clothed)* "and maintained and shall and will during the said term for which the said C. D. is hereby assigned as aforesaid and whilst this indenture shall remain or be in force find and provide the said C. D. with all such medicines and medical and surgical advice and assistance as she may require and shall and will during all the said term for which the said C. D. is hereby assigned as aforesaid and whilst this indenture shall remain or be in force pay particular attention or cause particular attention to be paid to the moral and religious culture and education and the advancement in piety of the said C. D. and shall and will at all times during the said term for which the said C. D. is hereby assigned as aforesaid and whilst this indenture shall remain or be in force allow the said C. D. to attend Divine Service in the Church of England once every Sunday at the least and shall and will at all reasonable times allow the said C. D. to attend to and upon such religious ordinances and observances as are enjoined by the said Church of England" *(here insert any other covenants or agreements as to payment of wages to the child assigned thereby or as to any other matter which may be agreed to be entered into by the person to whom such child is thereby assigned and any other provisions or conditions which may be agreed upon between the parties to such assignment)* "In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written"

 Act